



Code of Practice for Residential Estate Agents

(England, Wales and Northern Ireland)

Effective from 1 June 2019



This Code of Practice is mandatory for all Property Ombudsman (TPO) Members who are entitled to display the above TPO and 'Approved Code' logos and who engage in estate agency work in England, Wales and Northern Ireland. Copies of this Code of Practice and the TPO Consumer Guide should be made available to consumers. You should prominently display the logos in the window of all your offices, your website(s), your letterheads (including emails and other digital communications) and your marketing material.

This Code comprises of two elements:

- Best Practice - standards set above the minimum level required by law.
- Legal Obligations - standards set by law.

TPO Members are expected to conduct their business practices in-line with both elements of the Code, as such, the Code intentionally does not differentiate between the two elements. In line with the Ombudsman's Terms of Reference, TPO can consider complaints raised by consumers against TPO Members against these obligations.

Note: TPO is not authorised to take enforcement action or make decisions on potential breaches of legislation. Where potential breaches or criminal activity is found by TPO, we will report the matter to the appropriate authority. Local Trading Standards (and/or appointed lead enforcement authority) are responsible for enforcement of legislation and regulations. The Courts are empowered to determine whether legal obligations have been met. References made to legislation and regulations within this Code are made for information and education purposes.

Contents:

- | | | |
|--|--|----------------------------------|
| 1. General Provisions | 7. Marketing and Advertising | 14. In-house Complaints Handling |
| 2. Duty of Care and Conflict of Interest | 8. Viewing and Access to Premises | 15. Referrals to the Ombudsman |
| 3. Advertising for New Business (Canvassing) | 9. Offers | 16. Compliance Monitoring |
| 4. Market Appraisal | 10. Financial Evaluation | 17. Non-Compliance with the Code |
| 5. Instructions, Terms of Business, Commission and Termination | 11. Deposits | 18. Glossary of Terms |
| 6. Energy Performance Certificates | 12. Between Acceptance and Exchange of Contracts | |
| | 13. Exchange and Completion | |

1. General Provisions

Applicability

- 1a** This Code applies to estate agency work (*) in England, Wales and Northern Ireland undertaken by a person or organisation who has agreed or is required to comply with it for the marketing of residential property (*). Note that letting and buying agents in the United Kingdom and letting, management and sales agents operating in Scotland and the Channel Islands are covered by separate Codes of Practice.

General Obligations

- 1b** You (*) must comply with this Code of Practice. You must comply with all laws (as amended, re-enacted or substituted with or without modification from time to time) relating to residential estate agency and in particular the Estate Agents Act 1979, the Consumers, Estate Agents and Redress Act 2007, the General Data Protection Regulation (or any successor legislation), Competition Act 1998, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), Business Protection from Misleading Marketing Regulations 2008 (BPRs), Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Consumer Rights Act 2015, Energy Act 2011 (Green Deal) and all other current and relevant primary or secondary legislation.
- 1c** You must register with the appropriate authority in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- 1d** You must ensure that all staff are fully conversant with all aspects of this Code of Practice and their legal responsibilities. Such staff must observe this Code and their legal responsibilities in all their dealings with consumers. Staff must have a good working knowledge of the law of estate agency work, the law of contract, and all relevant estate agency legislation; and familiarity with the basic conveyancing and mortgage application processes.
- 1e** You should provide a service to both buyers and sellers consistent with fairness, integrity and best practice; and you should not seek business by methods that are dishonest, deceitful, manipulative or involve misrepresentation. You must avoid any course of action that can be construed as

- 1h** You must not release or use confidential information for any purpose other than that for which it was given by consumers (*) during the process of selling or buying residential property without the consumer's permission, unless legally required to do so. Personal data should be processed in line with data protection legislation and your business's privacy notice¹ (*).
- 1i** Save where you are required to delete such records sooner under applicable law, you must keep clear and full written (*) records (*) of all transactions for a period of 6 years and produce them when required by the Ombudsman and/or any enforcement authority, such as Trading Standards.
- 1j** As a TPO Member (*) you must not take, or be involved in any action which would bring the scheme into disrepute.

Publicity

- 1k** In accordance with the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, you must include TPO's name and website address on your website, within your terms of business and within any other sales or service contract you agree with a consumer.
- 1l** You must use and display material promoting the Code of Practice as provided by TPO. You must prominently display the TPO logo in the window of all your offices, your website(s), your letterheads (including emails and other digital communications) and your marketing material (including advertisements).
- 1m** You must have available, free of charge, copies of this Code of Practice and Consumer Guide to give to consumers in all your offices.

2. Duty of Care and Conflict of Interest

- 2a** You must treat all those involved in the proposed sale or purchase including sellers and buyers fairly and with courtesy.
- 2b** When instructed, your duty of care is to the client (*). You must offer suitable advice to meet the client's aims and needs. Where the law and the interests of the client conflicts, adherence to the law must prevail.
- 2c** You must avoid any conflict of interest. You must disclose at the earliest opportunity in writing (*) to consumers or any

2f You must by law³ tell the seller if you intend to offer buyers surveying, financial, investment, insurance, conveyancing or other services or those of an associate or connected person in connection with that purchase, before the seller has committed any liability to you. Thereafter, you must inform the client in writing or in the memorandum of sale, as soon as reasonably possible after you find out that a buyer, who has made an offer, has applied to use one or more of these services in connection with that purchase.

2g If your firm is instructed to sell a property and you, an employee or an associate (or an associate of the employee of your firm) is intending to buy it you must by law, before negotiations begin, give all the relevant facts, in writing, to the seller; and as soon as possible to the seller's representative.

2h If you, an employee or an associate is intending to buy a property which your firm is instructed to sell, that person must take no further direct part in the sale of that property on behalf of your business.

2i If you are selling a property that is owned by you, an employee or an associate (or an associate of an employee) or in which you, an employee (or an associate of an employee) has an interest, you must by law, before negotiations begin, immediately make this known, in writing. The person who is selling should not participate in the direct sale of the property.

3. Advertising for New Business (Canvassing)

3a You must not use unfair methods when seeking new business. Advertising material should be in accordance with the Advertising Standards Authority's (ASA) Codes and must be truthful, not misleading and fully explain who the message is from, its purposes and how the consumer's interest can be followed up.

3b In your canvassing material, if you seek to use a property you have recently sold and where completion has occurred, you must obtain the new owner's prior permission in writing.

3c Fees must be shown inclusive of VAT alongside a statement confirming that VAT is included.

3d If a consumer is interested in using your services, you must draw to their attention, and explain before they are committed to another contract, the potential of paying fees

4b Any figure you advise, either as a recommended asking price or as a possible selling price must be given in good faith and must reflect available information about the property and current market conditions and must be supported by comparable evidence. You must never deliberately misrepresent the market value of a property.

4c Any evidence relating to comparables of similar properties in a similar location must be retained on file for future reference.

4d You must keep your marketing strategy under regular review with your client.

4e For leasehold, commonhold or managed freehold properties you should make the seller aware that they should contact their lease administrator, commonhold association, or freehold manager to obtain material information required by potential buyers, as set out in paragraph 7k.

5. Instructions, Terms of Business, Commission and Termination

Instruction

5a You must, at the point of instruction, inform your client in writing that you are a Member of TPO and subscribe to this Code of Practice.

5b You must not directly or indirectly harass (*) any person in order to gain instructions, nor must you repeatedly try to gain instructions in a way likely to cause offence.

5c You must not instruct other agencies to assist you in selling a property without the seller's permission. If the seller gives permission, as the instructing agent, you are liable at law for the actions of the sub-instructed agent and will be held responsible for any failures to comply with this Code of Practice by that sub-instructed agent even if that sub-agent is not a TPO Member.

5d Notwithstanding paragraph 5c if you are instructed as a sub-agent or share listings via a website, you must continue to act in accordance with all relevant provisions of this Code of Practice.

5e You should take reasonable steps to satisfy yourself that the seller is entitled to instruct you (such as obtaining title

on their behalf. You must by law give the client written details of your Terms of Business including your fees and charges before they are committed or have any liability towards you. You must sign and date your Terms of Business before they are given to your client. The client must be given sufficient time to read them before signing and agreeing to instruct you (refer also to paragraph 5p). The client should be given a copy, signed by both parties, to retain.

Fair Contracts

- 5h** Your Terms of Business and your contract must be consistent with the provisions of this Code of Practice and comply with Part 2 of the Consumer Rights Act 2015.
- 5i** Your Terms of Business should be written in plain and intelligible language. In particular you must use in your Terms of Business the specific definitions in the Estate Agents (Provision of Information) Regulations 1991. You must take particular care for example in defining and distinguishing between 'sole agency' and 'sole selling rights'; and in describing a 'ready, willing and able' contract. You must use the relevant definitions in full, display them prominently and clearly explain the implications of the terms to your client, especially where multiple definitions are used.

Fees and Charges

- 5j** All fees and additional costs must be included in your Terms of Business. They must be fully explained, clearly and unambiguously stated in writing, along with an explanation of the specific circumstances in which those fees and costs will become due, before the client is committed to the contract.
- 5k** Where the fee is a percentage it must be quoted inclusive of VAT. The example amount should be based on the asking price. However, you must make it clear that, should the selling price be higher or lower than the asking price, your commission fee will be correspondingly higher or lower.
- 5l** Where you charge a fixed fee you must state the actual amount payable inclusive of VAT in the contract and ensure that the client understands that the fee will not vary whatever the sale price.
- 5m** Except for any previously agreed additional costs, commission fees will become due on exchange of contracts.

have 'key features' of the approach as the first page and include a full explanation of all fees and additional costs, the circumstances upon which they become due and advise that by paying your fee, that amount may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty land tax liability.

Duration and Termination

- 5p** Your Terms of Business must clearly state the minimum duration of your instruction, and how it can be terminated by either party. When a contract is signed by a client during a visit by you to their home, at their place of work, away from your premises or online, then they must be given a right to cancel that contract within 14 calendar days after the day of signing. The client should be given a 'Notice of Right to Cancel'. Where the client wishes the contract to begin before the end of the 14 day cancellation period you must obtain confirmation of that request in writing. Where you intend to recover costs incurred during this cancellation period you must obtain the client's agreement in writing to those specific costs before work commences.
- 5q** If you intend to charge the client a fee or recover costs for terminating the instruction, you must make this clear in your Terms of Business and specify the amount of the fee and additional costs and their purpose. Fees and costs should reasonably reflect the activity undertaken and not include a penalty charge.
- 5r** On receipt of the client's instruction (includes executor, trustee, person holding power of attorney), or on your own decision, to terminate your instruction, you must promptly give the client written confirmation that you are no longer acting for them, confirm the actual date of termination, and give details of any fees or additional costs the client owes you (see 5u below).
- 5s** Your contract must allow for the required notice of termination to be given before the end of the term, such that termination by the client can occur at the expiry of the minimum term.

Fee Entitlement and Client Liability

- 5t** At the time of receiving instructions from a seller you must:

- ask to see a copy of the previous agency agreement to ensure that by instructing you, the seller will not be in breach of contract (note that if the seller is unable or refuses to supply a copy, you must advise, in writing, that you are unable to advise as to whether the seller is in breach of their agreement with the previous agent);
- specifically advise of the possible liability to pay more than one agent;
- establish if an interested party has previously viewed through another agent;
- if an interested party has previously viewed through another agent and makes an offer through you, you must disclose this information and refer the sale back to that agent as they will be deemed to have introduced the buyer (please refer to supplementary TPO 'Dual Fee' guidance).

5u At the time of the termination of the instruction, you must explain clearly in writing any continuing liability the client may have to pay you a commission fee and any circumstances in which the client may otherwise have to pay more than one commission fee. Your explanation must include a list of parties that you have introduced to the property.

5v Your action in pursuing a commission fee or additional charges must be proportionate and reasonable and not intimidatory.

5w Although nothing precludes you taking court action to pursue payment of your commission account, it is generally expected that you will not take court action when a complainant has referred the matter to the Ombudsman. If however you do pursue payment of your commission fee through the courts you must agree to the Ombudsman considering any outstanding service-related complaints after the court action has been determined.

Subsequent Changes

5x Any subsequent changes to the Terms of Business must be:

- Mutually agreed by you and your client.
- Promptly confirmed in writing.
- Where appropriate, contained in a new Terms of Business signed and dated by your client.

in accordance with the relevant legislation or evidence that a valid EPC has been commissioned. If a buyer requests a copy of an EPC, this must be provided free of charge.

For Sale Boards

7b You must not erect any form of estate agency board at a property unless you have been instructed to market that property.

7c You can only erect an estate agency board with the specific permission of the seller. Where the property is leasehold or commonhold, you should advise the seller to check for any restrictions within their lease or commonhold community statement and obtain their response before erecting the board.

7d Any board you do erect must be appropriate.

7e When you put up a board you must by law comply with the appropriate regulations. You must accept liability for any claim arising under these regulations in connection with the board.

7f If your board relates to part of a building in multiple occupation, it should indicate the part of the building to which it relates.

7g You must not replace another agent's board with your own, hide it or remove it from a property, without the seller's permission or without notifying the other agent.

7h You must comply with local legislation in relation to erecting your boards.

Published Material and Information about a Property

7i You must by law comply with the Consumer Protection from Unfair Trading Regulations 2008 (or the Business Protection from Misleading Marketing Regulations 2008 where applicable). The Consumer Protection from Unfair Trading Regulations 2008 require you to disclose any information of which you are aware or should be aware of in relation to the property in a clear, intelligible and timely fashion and to take all reasonable steps to ensure that all statements that you make about a property, whether oral, pictorial or written, are accurate and are not misleading. All material information (*) must be disclosed and there must be no material omissions which may impact on the average consumer's (*) transactional

- Amount of ground rent (*) and when payable, together with details of how this will increase over time, if applicable;
- Rent payable in the case of a shared ownership arrangement;

For leasehold, commonhold and freehold properties where the owner has a legal obligation to contribute towards the maintenance costs of a shared amenity, material information would include, but is not limited to the following:

- Amount of service charge (*), and when payable;
- Amount of any event fees (*), and when payable;
- Amount of reserve fund (*) contribution and when payable (if not already included in other charges);
- Approximate total amount of reserve fund;
- Details of any event-related fees and charges payable under the lease that are triggered by certain circumstances or events;
- Details of any other fees / charges contained in the lease, commonhold community statement or title deeds.

For all properties, material information would include, but is not limited to the following;

- Details of any unusual restrictions or covenants affecting the use and enjoyment of the property.

You must take all reasonable precautions and exercise all due diligence by asking the seller to declare such information in writing (see paragraph 4e and/or via the completion of a property information questionnaire signed by the seller). Where you have doubt or information is missing you should ask further relevant questions of the seller. If all reasonable enquiries with the seller have been carried out and certain information is still unavailable, the fact that the information is unknown should be clearly disclosed to buyers, to enable them to make an informed transactional decision.

- 7l** In regard to properties being re-sold with existing building warranties, you should ask the seller to declare in writing (for example via the completion of a property information questionnaire signed by the seller) the remaining length of

8. Viewing and Access to Premises

Viewings

- 8a** You must take a seller's instructions regarding viewings, specifically whether or not they should be conducted by you.
- 8b** You must record any viewings that have been arranged for that property, feedback from those viewings and pass this to the seller within an agreed timescale. If this feedback is an offer, you should refer to section 9.
- 8c** Before arranging any viewing, you must tell the buyer if you are aware of an offer that has already been accepted subject to contract by the seller.
- 8d** In accordance with paragraph 5t, when you know the property has been, or is being marketed by another agent you should establish if your buyer has previously viewed the property through that or any other agent.

Access to Premises

- 8e** Unless otherwise instructed by the seller, if you hold the keys to a property you must accompany any viewings of that property. If you are arranging for someone to view an occupied property, you must agree the arrangements with the occupier (including any tenants) beforehand, wherever possible.
- 8f** You must make sure that all the keys you have are coded and kept secure. You must maintain records of when you issue keys and to whom, and when they are returned. These records must be kept secure and separate from the actual keys. You must only give keys to people providing you with satisfactory identification.
- 8g** If access to a property is required by a person on behalf of the buyer (e.g. a surveyor, builder, tradesman etc) and you hold the key but are not able to accompany that person, this must be made clear to the seller beforehand and the seller's express permission obtained before you hand over the key.
- 8h** You must exercise reasonable diligence to ensure that, after any visit by you, a property is left secure.

9. Offers

9c You must keep a written or electronic contemporaneous record of all offers you receive including the date and time of such offers and the seller's response.

9d By law you cannot make it a condition of passing on offers to the seller that the buyer must use services offered by you or another party. You must not discriminate, or threaten to discriminate, against a buyer because that person declines to accept that you will (directly or indirectly) provide related services to them. Discrimination includes but is not limited to the following:

- Failing to tell the seller of an offer to buy the property.
- Telling the seller of an offer less quickly than other offers you have received.
- Misrepresenting the nature of the offer or that of rival offers.
- Giving details of properties for sale first to buyers who have indicated they are prepared to let you provide services to them.

Continuation of Marketing

9e When an offer has been accepted subject to contract you must take and confirm the seller's instructions as to whether the property should be withdrawn from the market, or continue to be marketed. In the latter case, you must advise the buyer in writing and ensure your marketing clearly explains that an offer has been accepted subject to contract. The buyer must also be informed in writing should the seller later decide to put the property back on the market. You remain under the legal obligation to pass on offers, as defined in 9a.

9f You must keep all buyers who have recently made offers through you, and which have not already been rejected, informed of the existence of other offers you have submitted to the seller.

9g You must be fair and not misleading when disclosing the amount of any offers made to other buyers. Before disclosing the amount of an offer, you must advise the seller of such intention and get the seller's agreement; and you must warn all buyers who make offers that it is your practice to do so. If you do disclose any offer to one buyer, then all offers must

the seller. Such information will include whether the buyer needs to sell a property, requires a mortgage, claims to be a cash buyer (*) or any combination of these. Such relevant information that is available should be included in the memorandum of sale having regard to data protection laws.

10b You must put all offers to your seller client even if the buyer has not been financially qualified at that stage.

10c These reasonable steps must continue after acceptance of the offer until exchange of contracts and must include regular monitoring of the buyer's progress in achieving the funds required, and reporting such progress to the seller.

11. Deposits

11a Unless the buyer and seller wish to utilise a reservation agreement, you should not generally facilitate pre-contract deposits. However, if you are instructed to do so, you must ensure that before a deposit is taken, the circumstances under which the deposit is to be held, refunded, forfeited or used towards the purchase, are clearly stated in writing, agreed by the relevant parties and a copy of the agreement provided to those parties. In each circumstance the beneficiary of the deposit (and any interest accrued) must be clearly defined.

11b You must not hold a deposit, or any other money belonging to a seller or buyer, unless you are covered by adequate insurance.

11c Any client money held must by law be in a separate client account or accounts, as set out in the Estate Agents (Accounts) Regulations 1981. You must be able to account immediately for all money you are holding on behalf of a seller or buyer.

11d By law you must not deduct any cost or charges from any money you hold, unless your client has given you written authority to do so. You should ensure that your client's authority is obtained at the time of the deduction or that you give your client sufficient notice prior to the deduction to object to it.

12. Between Acceptance and Exchange of Contracts

13. Exchange and Completion

- 13a** After exchange of contracts you must not give the buyer the keys to the property without the specific permission of the seller or the seller's legal representative.
- 13b** Where you become aware that the seller must contractually vacate the property by a specific time on the day of completion, this should be conveyed to the seller at the earliest possible opportunity.
- 13c** At completion, you should offer to assist with the handover of keys during your office working hours and maintain a record of what has been agreed. If the seller so requests, you must assist.

14. In-house Complaints Handling

- 14a** You must maintain and operate an in-house complaints procedure. Such procedures must be in writing; explain how to complain to your business and to the Ombudsman; be readily available in each office and on your website; and be available for inspection by the Ombudsman and/or TPO Limited.
- 14b** All verbal and written complaints must be recorded by you at the time they are made.
- 14c** You must agree to deal with any properly appointed representative of a Complainant (*).
- 14d** All written complaints must be acknowledged in writing within 3 working days and a proper investigation promptly undertaken. A formal written outcome of your investigation must be sent to the Complainant within 15 working days of receipt of the original complaint. A senior member of staff, or designated complaint handler, not directly involved in the transaction should deal with the complaint. In exceptional cases, where the timescale needs to be extended beyond this limit, the Complainant should be kept fully informed and an explanation provided.
- 14e** If the Complainant remains dissatisfied, the Complainant must be told how the complaint can be further pursued within your business. This should provide the opportunity for a speedy, separate and detached review of the complaint by staff not directly involved in the transaction. Such a review

15b You must:

- comply with any award and/or direction made by the Ombudsman against you and accepted by the Complainant and which is binding upon you under the Terms of Reference; and
- pay the Complainant the amount of any such award if accepted by the Complainant within the period for payment required by the Ombudsman.

16. Compliance Monitoring

- 16a** You must comply with the requirements of any code compliance monitoring or compliance survey procedure used by TPO Limited.
- 16b** You must inform consumers that their contact details may be used in any monitoring/survey process in order to ensure compliance with data protection legislation (in particular, the General Data Protection Regulation or any successor legislation). You must also inform consumers of the lawful basis of such processing, which might be, for example, that the processing is necessary for the purposes of your legitimate business interests.

17. Non-Compliance with the Code

- 17a** Cases of non-compliance will be dealt with by the Compliance Committee (CC) of the TPO Board.
- 17b** The CC will consider those cases brought to its attention by the Ombudsman, acting within the Ombudsman's Terms of Reference, where the Ombudsman considers there has been any single flagrant breach and/or any persistent breaches of the Code by any Member Agent. When considering such cases the CC will also consider whether the conduct is such that it raises issues concerning the Member's continuing registration under the Consumers, Estate Agents and Redress Act 2007.
- 17c** The CC will also consider cases of non-compliance where there may have been a single flagrant breach and/or any persistent breaches of the Code, failure to complete compliance monitoring, where it is considered that the Member has brought the scheme into disrepute or where the Member has seriously failed to comply with their membership obligations in another way.

- Refusing to allow a consumer to cancel their contract with you, where a cancellation period applies and has not expired.
- Pressuring a potential buyer to use associated services, for example to take out a mortgage through the in-house mortgage advisor or to use a particular firm of solicitors or licensed conveyancers.
- Pressuring (for example by persistent and/or aggressive telephone calls) the buyer to act quickly to put in an offer, raise their price, skip the survey, finalise the sale and/or exchange contracts.
- In order to make commission quickly, pressure a seller client to accept an offer at a lower price than is reasonable for their property, for example by telling them that they cannot get a better offer.
- Pursuing commission to which you are not entitled.
- Intimidating, pressuring or coercing consumers into dropping complaints against your business.

18b Associate. Includes a brother, sister, husband, wife, civil partner, aunt, uncle, nephew, niece, parents, grandparents, children and grandchildren. The definition also includes business associates.

18c Average Consumer. The 'average consumer' is someone who is reasonably well-informed, and reasonably observant and circumspect. For example, an average consumer would pay some attention to documentation given to them, but not necessarily to the small print unless key points in it are brought to their attention. An average consumer would check out publicly available facts for themselves where this is straightforward to do, although what checks they actually make will be influenced by the information that you have given them. The CPRs do, however, provide for where a commercial practice is targeted at a particular group of consumers. In these cases, the 'average consumer' will refer to the average member of that group, not the average consumer generally. This will be relevant to you if you are targeting your commercial practice at a particular group of consumers.

18d Cash Buyer. A 'cash buyer' can only be described as such if they have realisable cash assets, that is:

- the buyer has sufficient cash in the bank, building society

a Complainant's properly appointed representative, third parties and other definitions as set out in the Ombudsman's Terms of Reference.

18g Connected Person. Includes:

- Your employer or principal.
- Your employee or agent.
- Any associate including the term "business associate" as defined within Sections 31 and 32 of the Estate Agents Act 1979.

18h Consumer. Refers to an actual or potential seller or buyer.

18i Customer Due Diligence. Taking steps to identify your customers and checking they are who they say they are. It is a cumulative process and means obtaining the customers':

- Full name
- Official documentation which confirms their identity (normally a form of photo ID)
- Residential address and date of birth
- Details of any resulting beneficial owners

Estate Agency Business Guidance on money laundering obligations is available on the UK Government's website.

18j Effective Introduction. An effective introduction must evidence that the agent carried out an act that initiated the buyer's reaction to the property. As such, there is a need for a defined transaction event to occur. This can be most clearly evidenced by an agent carrying out a viewing.

18k Enhanced Due Diligence. Applies in situations where there is a higher risk of money laundering or terrorist finance. You must do this when:

- The transaction is complex or unusually large.
- A person is a Politically Exposed Person.
- Your risk assessment has identified that there is a high risk of money laundering.
- A seller or buyer is from a high risk country as identified by the UK Government.
- You have been notified that a situation is high risk.

of retirement flats and bungalows often include a fee triggered by certain events, such as when the owner sells or sub-lets their property.

18n Ground Rent. The rent payable to the landlord by the lessee as required by the lease.

18o Harass/Harassment. Unwanted conduct which has the purpose or effect of:

- violating a person's dignity;
- creating an intimidating, hostile, degrading, humiliating or offensive environment for a person.

18p Material Information. In the most straightforward sales, the material information that you should give to potential buyers may be quite basic. Little more than the asking price, location, number and size of rooms, and whether the property is freehold or leasehold. However, depending on the circumstances of each sale, material facts could include the length of the lease, the level of charges payable under a lease, uncertainties known about title, major structural defects, lack of connection to mains services, etc. At the outset of the marketing process, you are not expected to research issues that are outside your line of business, for example, where your business is marketing property and the issues are ones that a surveyor or conveyancer would investigate. However, should you become aware of such information later on, you cannot ignore or suppress it. If the information is material, you will need to disclose it.

18q Member. An estate agent who is a Member of the TPO voluntary scheme and who has undertaken to abide by all provisions of the Code of Practice.

18r Privacy Notice. A published notice to consumers explaining how collected personal data will be used and the lawful basis for processing it.

18s Property or Residential Property. Means property (land and/or buildings) used, last used, or to be used for residential purposes.

18t Records. Means all written correspondence, file notes, contracts and agreements in hard or digital copy or electronic communications including emails, texts and other forms of digital messages or faxes.

18u Reserve Fund. Used interchangeably with the term 'sinking fund reserve'. A fund collected from the Lessees which allows the build-up of monies to pay for repairs and the replacement of major items (such as lifts) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service Charge. Reference to Reserve Fund includes any sinking fund or replacement fund.

18v Service Charge. The amount payable by a lessee as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the lease. The amount payable may vary according to the costs incurred or to be incurred.

18w Transactional Decision. Informed decisions made by consumers, which include, but are not limited to:

- A decision to find out more about your services, or to rule out using the services of one of your competitors.
- A client's decision whether and on what terms to sign or renew an agreement with you, or their decision to end an agreement.
- A seller's decision whether to put their property up for sale or take it off the market, to accept or turn down an offer, or to exchange on the sale or not.
- A buyer's decision whether to view an advertised property, or whether and on what terms to make an offer on a property, instruct a solicitor or licensed conveyancer, commission a survey, apply for a mortgage, or exchange on the purchase.

18x Written, in Writing. Includes typed or hand-written letters, records or notes, emails, texts, other forms of digital messages and faxes. Electronic signatures are acceptable.

18y You. Applies to all those Estate Agents and their staff providing services bound by this Code.