

PURE PORTUGAL PROPERTY

Pure Portugal Ltd is not a seller of real estate, nor an agent for property owners. Pure Portugal Ltd offers paid advertising for property for sale all over Portugal.

I agree to the following terms: The information I provide about my property is accurate and truthful. There are no undisclosed problems or issues at the time of this agreement. Should there come to be problems or issues I will immediately notify Pure Portugal Ltd to make appropriate changes to my advertisement.

Professional Assistance: The purchase and sale of real estate is a complicated matter that is governed by laws and you are strongly advised to seek the help of a solicitor to help you in the negotiation and sale of any real estate.

Real Estate Licensees: Sellers who are licensed, as an agent, broker, or other licensed real estate professional must ensure that they conform to all laws and regulations applicable to the sale of real estate.

Disclosure: The role of Pure Portugal Ltd in the sale of properties is limited to publishing advertising provided by sellers and providing a venue for communications about a property. Pure Portugal Ltd is not responsible for, and does not engage in, brokering, selling, purchasing, exchanging, or leasing posted properties.

Pure Portugal Ltd does not counsel sellers or buyers, show properties (except in certain circumstances when the owner/agent is unable to show their property), negotiate sales contracts, or hold a position of trust and confidence, whether or not in connection with the Pure Portugal Ltd website. Accordingly, no brokerage relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between Pure Portugal Ltd and any seller or buyer of real estate.

Pure Portugal Ltd makes no representations about properties advertised on www.pureportugal.co.uk (includes all affiliated sites), about the sellers of such properties, about the accuracy of information provided by such sellers, or about the financial capabilities of prospective buyers. Prospective buyers are advised to perform all due diligence before entering into a contract to purchase property, and, as emphasized above, all parties are advised to seek the help of a solicitor.

No Warranty: We, our subsidiaries, officers, directors, employees and our suppliers provide our website and services "as is" and without any warranty or condition, express, implied or statutory. We, our subsidiaries, officers, directors, employees and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Liability Limit: In no event shall we, our subsidiaries, officers, directors, employees or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, our services or this Agreement (however arising, including negligence).

Indemnity: You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable solicitors' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Legal Compliance: You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service.

No Agency: You and Pure Portugal Ltd are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Severability and Integration: Unless otherwise specified herein this Advertising Agreement constitutes the entire agreement between the parties listed below and Pure Portugal Ltd and its affiliates with respect to this site and our services and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Pure Portugal Ltd with respect to the website or services. If any part of this User Agreement and Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Contract Termination: Contracts can be terminated at any time by Pure Portugal Ltd and the signee of the contract. Sellers can terminate their contract by emailing Pure Portugal Ltd, any commission owed for property sold, in the process of being sold or sold as a result of introduction via Pure Portugal Ltd are not terminated with the contract – they will still be payable and invoiced as per the contract signed here.

Right of Advertisement: Pure Portugal reserves the right to remove/refuse adverts for any property where the advertiser does not reply to enquiries in a timely manner, does not reply in a polite manner or otherwise does something which Pure Portugal deems could damage the reputation of the business

Advertising Fee: The fee for advertising with Pure Portugal Ltd, on www.pureportugal.co.uk and in other media we advertise in (other websites, international and national newspapers & magazines, etc) is 2% of the property's sale price. There is a minimum fee of 500 euros for the sale of any property and a maximum cap of 5,000 euros.

For UK residents there is no IVA/VAT to add to the invoice total, if you are a Portuguese resident standard IVA will apply, if you are resident in another country the standard rate of IVA for your country will apply, if you are unsure please contact us and we will advise.

The fee is payable to us if a client we send to you buys any other properties you have for sale (whether or not that particular property is advertised by us).

Accounts not paid within these terms are subject to a 1% monthly finance charge.

This contract applies to laws of England and Wales and are exclusive to the jurisdiction of England and Wales.

I WOULD LIKE MY PROPERTY ADVERTISED BY PURE PORTUGAL LTD AND AGREE TO THE TERMS AND CONDITIONS.
<i>Name:</i>
<i>Email:</i>
<i>Fiscal / ID / Passport Number:</i>
<i>Address:</i>
<i>Telephone:</i>
<i>Date:</i>
<i>Signature:</i>