Code of Practice for **Commercial & Business Agents**

Effective from 1 June 2019

Enquiries: use our contact us form at www.tpos.co.uk

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TPOE17-5

This Code of Practice is mandatory for all Property Ombudsman (TPO) Members who are entitled to display the above TPO logo and who engage in agency work in relation commercial property and/or businesses in the United Kingdom. Copies of this Code of Practice should be made available to clients. You should prominently display the logo 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 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, this will be reported 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 training purposes.

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All references to the singular include the plural. Terms marked (*) - the first time they appear are defined in a Glossary of Terms at Section 17. All references to 'sellers' and 'buyers' include potential sellers, potential buyers and viewers. All references to 'landlords' and 'tenants' include potential landlords, potential tenants and viewers.

1. General Provisions

Applicability

1a This Code applies to the services provided by a person or organisation who has agreed or is required to comply with it in the United Kingdom for the selling, buying or otherwise in connection with, property and/or businesses (*). All references hereafter in this Code to 'property' means property and/or business as so defined and related services.

General Obligations

1b The Code aims to promote the highest standards of service. You must comply with all laws (as amended, re-enacted or substituted with or without modification from time to time) relating to commercial agency services such as The Estate Agents Act 1979 and all secondary legislation, the Business Protection from Misleading Marketing Regulations 2008 and all other current and relevant legislation. Where dealing with leasehold property and where appropriate you should also comply with the Code for Leasing Business Premises in England and Wales as amended from time to time.

1c Where you provide commercial estate agency services, 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 clients (*). Staff must have a good working knowledge of commercial property and business law, the law of contract, and all relevant agency legislation.

1e You should provide a service 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 aggressive behaviour (*) or harassment (*).

1f You must treat all parties to the transaction equally regardless of their race, religion or belief, sex, sexual orientation, gender recognition, disability, pregnancy or maternity, or nationality. Unlawful discrimination includes giving less favourable treatment because someone is perceived to have one of these personal characteristics or because they are associated with a person with such a characteristic.

1g You should take special care when dealing with clients and buyers or tenants who might be disadvantaged because of factors such as their age, infirmity, lack of knowledge, lack of linguistic or numeracy ability, economic circumstances, bereavement or do not speak English as their first language.

1h You must not release or use confidential information for any purpose other than that for which it was given during the process of selling, buying, renting or letting commercial property without the person's permission, unless legally required to do so. Personal data should be processed in line with data protection legislation and your business's privacy notice[1] (*).

[1] https://ico.org.uk/for-organisations/resources-and-support/

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 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)..

1l You must have available, free of charge, copies of the Code of Practice to give to clients in all your offices.

2. Duty of Care and Conflict of Interest

2a You must treat all those involved in the proposed transaction 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 the relevant party any existing conflict of interest, or any circumstances which might give rise to a conflict of interest.

2d If you intend to offer or recommend surveying, financial, investment, insurance, conveyancing or other services, or those of an associate (*) or connected person (*), where the service provider rewards you for the referral by way of money, gifts or any other form of benefit, you should disclose this arrangement in-line with the National Trading Standards Estate Agency Team's 'Guidance On Transparency of Fees Involving Property Sales'[2].

2e Client requirements are key and this applies to the buyer or tenant as well as the seller. You should complete a fact find to ensure that any specific requirements are taken into consideration.

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

2g If your firm is instructed to sell, buy, rent or let a property and you, an employee or an associate (or an associate of the employee if you know about the relationship) is intending to buy, sell, let or make an application to rent it, you must, before negotiations begin, give all the relevant facts, in writing, to the client and their solicitor.

[2] https://www.bristol.gov.uk/documents/3368713/4401409/NTSELAT+Guidance+on+transparency+of+Fees.pdf/3de39de1-e0d2-9842-2926-e8017c39245a

2h If you or an employee is intending to buy, sell, let or rent a property which your firm is instructed to sell, buy, rent or let, that person must take no further direct part in the agency services you have been instructed to provide.

2i If you are instructed to sell, buy, rent or let a property that is owned by you, an employee or an associate (or an associate of an employee), or you are instructed to sell, buy, rent or let a property in which you, an employee (or an associate of an employee) has an interest, you must, before negotiations begin, immediately (*) give all the relevant facts, in writing, to the prospective purchaser or tenant.

2j In jurisdictions where dual agency is accepted (for example, acting for the buyer and the seller) this should be only as an exception to the rule, and only if both contracting parties have given their express written consent. As a general rule you should not undertake dual agency.

Where you are asked to act for a buyer or a tenant seeking properties similar to other clients for whom you are acting you should advise the buyer or tenant of this in writing before accepting instructions and obtain their written confirmation that they would still like you to act on their behalf. Your terms of engagement must make it clear whether you are acting on an exclusive or non-exclusive basis. As soon as you are appointed on an exclusive basis, other buyers and tenants with whom there has been an ongoing dialogue concerning the purchase or let of the same property should be advised that you are no longer able to advise them.

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[3] and the Business Protection from Misleading Marketing Regulations 2008[4], and must be truthful, not misleading and fully explain who the message is from, its purposes and how the recipient'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 If a potential client 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 to more than one agent where another agent has been previously instructed.

3d You must take decisions on the content of your advertisements independent of your competitors, such as how you advertise your fees, charges or any additional costs, or any special offers, discounts or other value offering.

3e You must act promptly if a potential client asks you to stop canvassing them.

4. Market Appraisal

4a When you give advice to someone selling or renting their property, that advice must be in the client's best interests and within the law. The potential benefits and disadvantages of any recommended method of sale must be explained in clear terms and take into account client requirements as outlined in paragraph 2e.

[3] https://www.asa.org.uk/codes-and-rulings/advertising-codes.html

[4] http://www.legislation.gov.uk/uksi/2008/1276/contents/made

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.

5. Instructions

5a When providing commercial estate agency services, in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, you must undertake Customer Due Diligence (*) and, where appropriate Enhanced Due Diligence (*), on the client before you establish a business relationship. Should you have suspicion, knowledge or reasonable ground to suspect that money laundering is taking place, you must report this in accordance with your money laundering policy and procedures. You must keep records of your Customer Due Diligence checks for five years from the date of the transaction.

5b By law you must give your client written confirmation of their instructions to act in the buying, selling, letting or renting of a property on their behalf. You must give the client written details of your fees and expenses and of your business terms.

5c All fees and charges must be included in your Terms of Business; they must be fully explained, and clearly and unambiguously stated in writing. When your fee is not a fixed fee, but involves a percentage of the final selling, buying or rental price, the example amount should be based on the asking price (or an example buying price, where search and/or buying services are being provided). However, you must make it clear that, should the final selling, buying or rental price be higher or lower than the stated asking price, your commission fee will be correspondingly higher or lower. Where you charge a fixed fee you should state the actual amount payable plus VAT in the contract and ensure that the client understands that the fee will not vary according with the final sale or rental price.

5d Your Terms of Business must clearly state the minimum duration of your instruction, and how it can be terminated by either party. If you intend to charge the client a fee or recover costs should the client wish to terminate the instruction, you must make this clear and specify the amount of that fee and additional costs and their purpose. Fees and costs should reasonably reflect the activity undertaken and not include a penalty charge.

5e You must give the client your Terms of Business before the client is committed or has any liability towards you. If appropriate, you must notify your client in writing if you or an 'associate' or 'connected person' *wish to offer agency, surveying, investment, insurance or other services to people proposing to buy or let your client's property, or sell or rent their property to your client, through you. Your Terms of Business and your contract must be consistent with the provisions of this Code of Practice and comply with relevant legislation.

5f You must sign and date your Terms of Business before they are given to your client. The client should also be asked to sign a copy and be given a copy to retain. The client must be given sufficient time to read them before agreeing to instruct you.

5g You should take reasonable steps to satisfy yourself that the client is entitled to instruct you (such as obtaining title information from the Land Registry; declaration of trust; deed of variation; power of attorney) and to sign on behalf of all co-sellers, co-buyers, co-landlords or co-tenants (as appropriate).

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

- Mutually agreed by you and your client.
- Promptly confirmed in writing.

5i Except for any previously agreed expenses and fees, fees will only become due if a client enters into a legal contract to buy, sell, let or rent the property, or as stated otherwise in your Terms of Business.

5j When selling a property, if you use the phrase 'sole selling rights', 'sole agency' or 'ready, willing and able purchaser' within the terms of engagement, you must explain these phrases in writing, as set out in The Estate Agents (Provision of Information) Regulations 1991. Your client must be informed that, if any other agent introduces a purchaser to them during the period of your sole agency agreement this will be regarded as an introduction by you and the client will have to pay your fees.

5k If the client withdraws their instructions from you, you must advise them in writing of any circumstances in which they may have to pay more than one fee.

5l You must try to obtain written confirmation if your client wishes to terminate your agency services. You must promptly give the client written confirmation that you are no longer acting, confirm the actual date of termination, and itemise and explain any fees or charges the client owes you. You must also explain any continuing liability the client may have to pay you commission, and/or any circumstances in which the client may have to pay more than one commission fee. You must explain those circumstances clearly.

5m At the time of accepting instructions from a client, you must point out and explain clearly to that client in your written Terms of Business:

- That you will have a commission fee entitlement if that client terminates your instruction and a buyer or tenant that you have previously introduced goes on to purchase or rent the property after re-introduction within two years of the date your instruction ended.
- And that there may be a seller client liability to pay more than one fee if:
    - That seller client has previously instructed another agent to sell the same property on a sole agency, joint sole agency of a sole selling rights basis; or
    - That seller client instructs another agent during or after the period of your sole agency, joint sole agency or a sole selling rights basis.

5n You must give up your rights to any commission if a buyer or tenant first introduced by you to the client's property goes on to buy or rent the property through another agent, in circumstances where that buyer or tenant was introduced by the other agent more than six months after the date your agency ended.

5o You must not instruct other agencies to assist you in selling, buying, renting or letting a property without your client's permission. If the client gives permission, you must make sure any other agent appointed by you agrees to comply with this Code. 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 subject to this Code.

5p You must not put any client's property on the market without permission from that client or the client's properly appointed representative.

6. Marketing Boards

6a You can only erect a Marketing board with the client's permission. When you put up a Marketing board you must keep to the appropriate regulations. You must accept liability for any claim arising under these regulations in connection with the board, unless the action arises as a result of a further board being put up by another person.

6b You must not erect an agency board at a property unless you have been instructed on that property. Any board you do erect must be appropriate.

6c If your 'For Sale or Letting' board relates to part of a building in multiple occupation it should, where appropriate, indicate the part to which it relates.

6d You must not replace another agent's board with your own, or hide or remove another agent's board from a property, without the seller or landlord client's written permission. If you have the seller or landlord client's permission to remove another agent's board, you must immediately tell the other agent, in writing, of the action.

7. Published Material

7a You must take all reasonable steps to make sure that all statements, whether oral, pictorial or written, made about a property are accurate. Whenever possible, the written details of a property must be sent to the seller or landlord client for them to confirm that the details are accurate.

7b All advertisements must be legal, decent, honest and truthful in accordance with the Business Protection from Misleading Marketing Regulations 2008[5].

7c Manipulating internet portals (and other channels of marketing) to give the impression a property is new to the market, when it is not; inflating your market share by listing properties multiple times; listing properties that are not currently available to buy or let; or claiming to have sold, purchased or let a property which was sold, purchased or let through another agent, is misleading.

7d If you intend to include material produced by a third party, you must obtain that party's permission to do so prior to the commencement of marketing.

8. Offers

8a When selling a property, by law you must tell your client as soon as is reasonably possible about all offers that you receive at any time until contracts have been exchanged (in Scotland, missives have been concluded) unless the offer is an amount or type which the seller client has specifically instructed you, in writing, not to pass on. Whether you are instructed to sell, buy, rent or let a property, you must confirm all offers in writing at the earliest opportunity and keep a written or electronic contemporaneous record of those offers, including the date and time of such offer and the seller or landlord's response.

[5] http://www.legislation.gov.uk/uksi/2008/1276/contents/made

8b When selling a property, in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, you must undertake Customer Due Diligence and, where appropriate Enhanced Due Diligence, on the buyer before the seller has accepted their offer. Should you have suspicion, knowledge or reasonable ground to suspect that money laundering is taking place, you must report this in accordance with your money laundering policy and procedures. You must keep records of your Customer Due Diligence checks for five years from the date of the transaction.

8c You must not discriminate, or threaten to discriminate against a prospective purchaser, seller, tenant or landlord because that person refuses to agree that you will (directly or indirectly) provide related services to them. Discrimination includes the following:

- Failing to tell the client of an offer to buy, sell, rent or let the property.
- Telling the client 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 first to those who have indicated they are prepared to let you provide services to them.
- Making it a condition that the person wanting to buy, sell, let or rent the property must use any other service provided by you or anyone else.

8d You must make reasonable enquiries of the prospective purchaser, assignee or tenant of their source and availability of the funds for buying or renting the property and pass this information to the seller or landlord client.

8e You must tell your client in writing as soon as reasonably possible after you find out that a prospective purchaser, seller, landlord, assignee or tenant who has made or received an offer, has applied to use your services or those of an associate or connected person in connection with that purchase or letting especially (but not limited to), circumstances where a commission or referral fee could be earned). Any fee earned should be declared.

8f When an offer has been accepted subject to contract, you must consult and take your seller or landlord client's instructions as to whether the property should be withdrawn from the market, or continue to be marketed. In the latter case, you must so advise the prospective purchaser, assignee or tenant in writing.

You remain under obligation to pass on offers, as defined in 8a.

In England, Wales and Northern Ireland

8g You must do everything you reasonably can to keep all prospective purchasers, assignees or tenants who have recently made offers through you, and which have not already been rejected, informed of the existence (but not the amount) of other offers submitted to the seller or landlord client. You must not misrepresent the existence of, or any details of, any other offer allegedly made, or the status of any other person who has made an offer. If you know that your seller or landlord client has instructed a solicitor to send a contract to an alternative purchaser, assignee or tenant, then you must tell your prospective purchaser, assignee or tenant in writing.

In Scotland

8h You must do everything you reasonably can to keep those who have told you that they intend to make an offer informed of the existence (but not the amount) of any other offers. All your negotiations must neither unfairly advantage nor disadvantage any of the parties involved in the transaction.

If you have received a note of interest (either orally or in writing) from someone intending to make an offer, you must do the following:

- Immediately tell your client about the note of interest and confirm the details in writing, whenever this is practicable (you must keep a written, or computerised, record of all notes of interest).
- Do everything reasonably possible to tell the person intending to make an offer about any formal closing date for offers.

9. Access to Premises

9a Unless you and the seller or landlord client agree otherwise in writing, if you hold the keys to a property you must accompany anyone looking around that property. If you are arranging for someone to view a property, you must agree the arrangements with the occupier beforehand, wherever possible.

9b 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.

9c After exchange of contracts (in Scotland, conclusion of missives) you must not give the purchaser, future assignee or tenant the keys to the property without specific permission from your seller or landlord client or their solicitor. (In Scotland, keys to the property must not be given to the purchaser without specific permission from the client's solicitor).

10. Clients' Money

In England, Wales and Northern Ireland

10a Unless the buyer and seller or a landlord and tenant 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 or let, 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.

10b All clients' money must be held in a separate client bank or building society 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 client or other party.

10c Subject to 10a, you must refund immediately any deposit paid before exchange of contracts or a lease is agreed, together with any interest that may be due, when you are asked, in writing, to do so. You should ask for a receipt for all the deposits you refund.

10d You must not deduct any cost or charges from any client's money you hold, unless your client has given you written authority or your terms and conditions of business with your client permit you to do so.

In Scotland

10e Deposits should not be taken at any time.

11. Property Management Services

11a Property management services should be conducted in accordance with the agreed Terms of Business and the terms of the relevant lease(s).

12. Financial Services

12a You must keep to the rules of the Financial Services Authority as defined by the Financial Services and Markets Act 2000 (or any other relevant legislation) which regulates the conduct of your investment business, or the life assurance company you represent, as the case may be.

13. In-house Complaints Handling

13a 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 and be available in each office and on your website.

13b All complaints, oral and written, should be noted in writing.

13c You must agree to deal with any properly appointed representative of a complainant (*).

13d 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.

13e 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 must be sent to the complainant within 15 working days. In the case of a sole practitioner who has been directly involved in the transaction, this position must be made clear in writing to the complainant.

13f Following the conclusion of your In-House Review, a written statement, expressing your final viewpoint, and including any offer made, must be sent to the complainant. If the complainant remains dissatisfied you must advise them of any further sources of recourse or redress that are available including membership of Ombudsman Schemes, professional bodies, etc, in accordance with the rules and codes of such organisations. Where a complainant can pursue the complaint through TPO, they must be informed that they have 12 months from the date of your final viewpoint to do so. Where such rules or Codes differ from the above, the agent must act to ensure that all such are satisfied.

13g You must not imply that payment of any outstanding commission fee or additional costs is a condition of a review by the Ombudsman.

14. Referrals to the Ombudsman

14a You must co-operate with any investigations by the Ombudsman being conducted in accordance with the Ombudsman's Terms of Reference.

14b You must:

- comply with any award and/or direction which, in accordance with the Ombudsman's Terms of Reference, is 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.

15. Compliance Monitoring

15a You must comply with the requirements of any Code compliance monitoring used by TPO Limited.

15b You must inform clients and other relevant parties 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 them 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.

16. Non-Compliance with the Code

16a Cases of non-compliance will be dealt with by the Compliance Committee (CC) of the TPO Board.

16b 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.

16c 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.

16d The CC will determine any disciplinary sanction in accordance with its terms of reference as defined from time to time.

17. Glossary of Terms

In this Code, the following interpretations and definitions apply:

17a **Aggressive Behaviour.** Here are some illustrative examples of aggressive behaviour or practices. It is not an exhaustive list. In each case, the test is whether the action could result in the person or business taking a different transactional decision.

- Imposing onerous or disproportionate requirements which prevent a client from exercising rights to terminate an agreement or switch to another property sales business.
- Refusing to allow a client to cancel their contract with you, where a cancellation period applies and has not expired.
- Pressuring a client or buyer or tenant to use associated services, for example to use a particular firm of solicitors or licensed conveyancers.
- Pressuring (for example by persistent and/or aggressive telephone calls) the buyer or tenant to act quickly to put in an offer, raise their price, not undertake a survey, finalise the let, the sale and/or exchange contracts.
- In order to make commission quickly, pressure a client to accept an offer at a lower price than is reasonable, for example by telling them that they cannot get a better offer.
- Pursuing commission to which you are not entitled.
- Intimidating, pressuring or coercing clients, buyers or tenants into dropping complaints against your business.

17b **Associate.** Includes a brother, sister, husband, wife, civil partner, aunt, uncle, nephew, niece, parents, grandparents, children and grandchildren. The definition also includes business associates.

17a **Business/Property** - Property (land with or without buildings) previously used for commercial purposes, intended to be used for commercial or residential purposes – or – previously used for residential purposes intended to be used for commercial purposes – sold or purchased with vacant possession or with a going concern business or a going concern business sold without any land or buildings.

17b **Client** - a person, in the course of their normal business, who has instructed you to sell, buy, rent or let a property on their behalf, in the United Kingdom - excluding the Channel Islands and the Isle of Man: or to provide other professional services.

17c **Complainant.** Someone who is an actual or potential seller, buyer, tenant or landlord of a property or business making a complaint against a Member Agent. Where appropriate, this definition includes a Complainant's properly appointed representative, third parties and other definitions as set out in the Ombudsman's Terms of Reference.

17d **Connected Person** – 'connected persons' include:

- 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.

17e **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 (preferably 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.

17f **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.

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

17g **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.

17h **Immediately** - as soon as is reasonably practicable in the circumstances.

17i **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.

17j **Written, in writing** – includes typed or hand-written letters or notes, emails, texts, other forms of digital messages and faxes. Electronic signatures are acceptable.

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