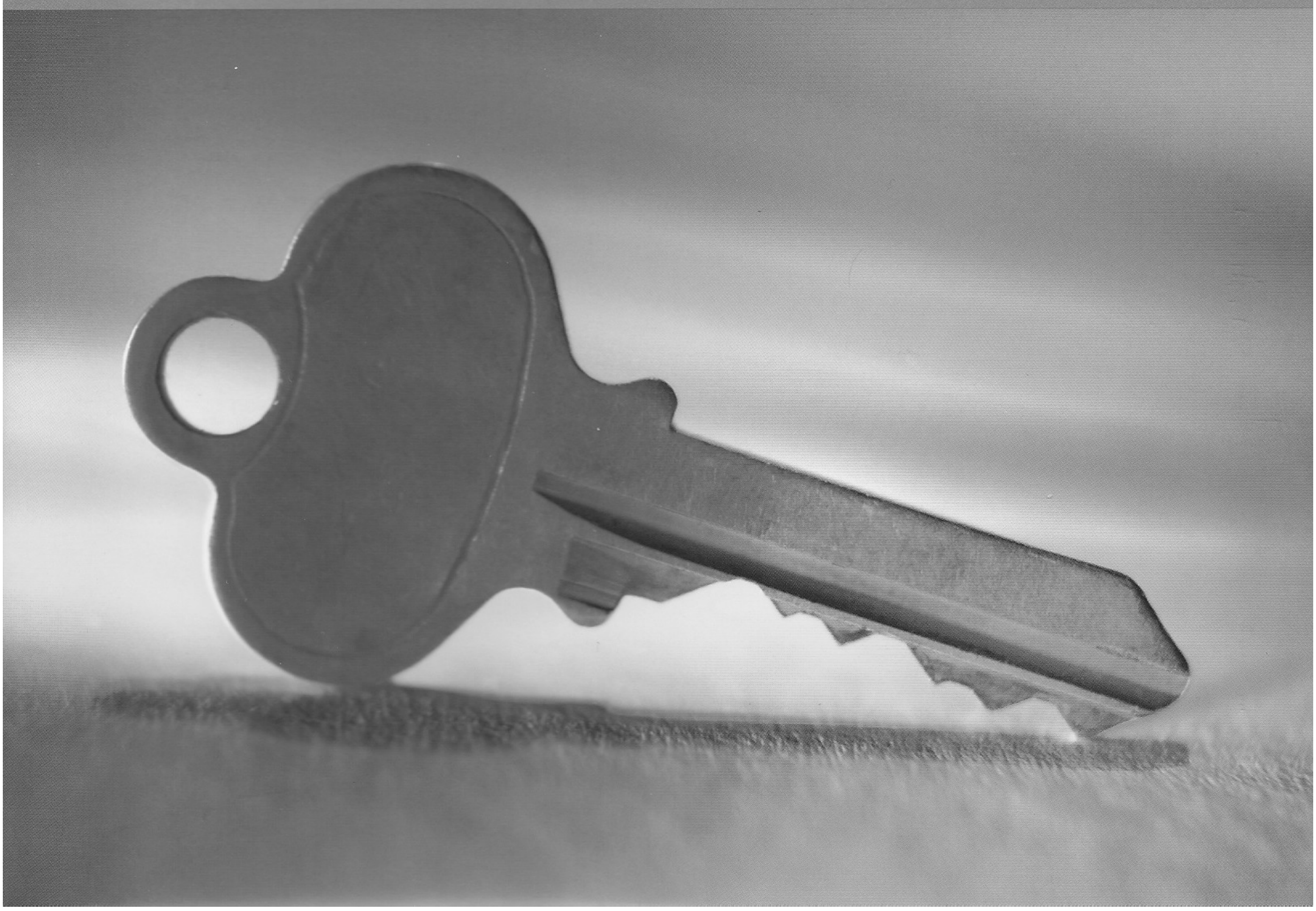
THE OMBUDSMAN FOR ESTATE AGENTS

OMBUDSMAN FOR ESTATE AGENTS
O-E-A

Ombudsman
www.oea.co.uk

2002
ANNUAL REPORT



The Scheme

The Ombudsman for Estate Agents (OEA) Scheme became effective on 1 January 1998. The Scheme is open to all those firms with a principal, director or partner who is a member of the National Association of Estate Agents (NAEA) or Royal Institution of Chartered Surveyors (RICS); to all corporate estate agents - defined as those who are subsidiaries of a bank, building society or insurance company, or are themselves quoted on the Stock Exchange; and to other estate agents who are sponsored and seconded by existing members.

The OEA Scheme offers an independent service for dealing with disputes between Member Agencies and consumers who are actual or potential buyers or sellers of residential property in the UK. The Ombudsman is independent of the Member Agencies and provides a free, fair and impartial review of complaints falling within his Terms of Reference.

A Consumer Guide, available in all the Offices of Member Agencies, states:

"Your complaint may be considered by the Ombudsman where you believe a Member Agency has ...

...infringed your legal rights or not complied with the "OEA Code of Practice"

...treated you unfairly

...been guilty of maladministration (including inefficiency or undue delay)

in a way that results in you losing money or suffering inconvenience.

If the Ombudsman cannot help you because your complaint falls outside his terms of reference, he may provide advice as to any alternative procedure available to you."

The Consumer Guide makes clear what types of complaint fall into this last category.

The OEA has a Code of Practice, the provisions of which are mandatory on Member Agencies.

The Ombudsman will not normally review a case until the internal complaints procedure of the Member Agency involved has been exhausted.

The Office of the Ombudsman will advise how to achieve this.

The Office Staff in February 2003 was:

Ombudsman	Mr Stephen Carr-Smith
Case Officer (Legal)	Mrs Kate Chandler
Case Officer	Mr Gordon Morris
Case Officer	Mr Colin Dixon
Operations Manager	Mrs Christine Rowland-Jones
Case Management Officers	Mrs Tracey Baldwin
	Miss Linda Jarvis
Initial Enquiries	Mrs Sue Hurst
	Mrs Lucy Fellows
	Mrs Sally Bradley
	Miss Anya Browne
Membership Secretary	Miss Anthea Aireton

The Council

CHAIRMAN

THE RT HON GILLIAN SHEPHARD MP

Gillian Shephard became the Member of Parliament for South West Norfolk in 1987. She was a member of the Cabinet in Employment, Agriculture, and Education between 1992-1997. She is now a member of the Council of the University of Oxford, and a Director of the Coventry Building Society.

MEMBERS

PETER CONSTABLE

Peter Constable is Chairman of the Ombudsman for Estate Agents Company Limited. A banker by profession, he retired in December 1991 from the position as Chief Executive of Black Horse Agencies Limited.

DIANA WRIGHT

Diana Wright is a freelance journalist specialising in Personal Finance. She has a weekly column in The Sunday Times, dealing with readers' money problems and resolving their disputes with financial institutions.

JANE VASS

Jane Vass is an independent consumer researcher specialising in financial services. She was head of the Financial and Economic Research Group at the Consumers' Association from 1988 to 1993. Her current committee memberships include the Financial Services Authority Consumer Panel.

BRIAN YATES

Brian Yates is a Chartered Engineer and a Director of an Engineering Company in the East Midlands which exports capital equipment. He is Chairman of the Consumers' Association, whose Council he joined in 1986. He is also a member of the Heathrow Airport Consultative Committee and the Professional Conduct Committee of the General Medical Council.

Until December 2002

HUGH DUNSMORE-HARDY FRSA FNAEA

Hugh Dunsmore-Hardy retired as Chief Executive of the National Association of Estate Agents in December 2002. He is often quoted and called upon by the media to comment on the property market and matters to do with standards and practice by estate agents. He also represented the NAEA on several industry forums including the Government's Advisory Board on Home Buying and Selling, the Board of the Property Services National Training Organisation (PSNTO) and in 2001 was elected to Chair the Board of the National Approved Letting Scheme (NALS), a self accreditation scheme for lettings and management agents supported by the Department of Transport, Local Government and the Regions.

From January 2003

MARY WILSON-JONES

Mary Wilson-Jones was a Principal Officer in the Consumer Regulation Enforcement (formerly Consumer Affairs) Division of the Office of Fair Trading until her retirement in April 2002. Over the last 14 years at the OFT she has gained wide experience of consumer protection work, in particular working with the Trading Standards Service and estate agents, prior to which she worked in the Office's Competition Policy Division for 7 years. As Head of the Estate Agents Team at the OFT, she was responsible for managing casework and supervising correspondence about the interpretation of the legislation. She is an Associate Member of the Trading Standards Institute.

Foreword

I have pleasure in commending Stephen Carr-Smith's fourth Report as Ombudsman for Estate Agents. As usual, the necessarily brief summary of a year's committed work on his and his staff's part can convey only an impression of their increasing work-load and of the changes that have happened over the last year.

I would like to pay tribute to the Ombudsman and to his staff, who at all times strive to give courteous and swift service to those who seek their help. The Salisbury Office is a hive of activity, and each member of staff is keenly interested in suggesting his or her own improvements to the Scheme, in the light of their own daily experience.

I must also thank the hard working members of the Council of the Scheme, which I have the privilege to chair. We have an impressive line-up of experts in consumer protection, the law, financial services and estate agency - and are fortunate that our members are prepared to give their time and experience to oversee the Scheme and make it work as well as possible.

The Report makes clear one of the key features of the past year - i.e. the increase in the number of complaints, particularly and frustratingly for the Ombudsman, against those agents who are not members of the Scheme, and who therefore cannot be dealt with. It shows an increase of 15% in the complaints against Member Agents, and one of 19.5% against others. The overall case load of complaints coming in increased by 18% last year, and the number of cases actually reviewed during the year, 563, was up on the previous total of 550. The Council shares the Ombudsman's view that the increase is not because of an increase in poor performance on agents' part, but because consumers are, rightly, becoming more aware of their rights and are more willing to seek redress if they feel dissatisfied.

For the same reason, there has been an increase in Appeals, by 21% over the past year. The system has been very carefully constructed and the Ombudsman's decision is final, but the role of the Council is to assure itself at all times that the Terms of Reference have been scrupulously followed, by the Ombudsman and by the parties concerned.

The year has also seen work between the Office of Fair Trading (OFT) and the Ombudsman for Estate Agents Company Limited (The Company) to produce a new Code of Practice. Peter Constable, in his role as Chairman of the Board of the Company and also as a member of the Council, has spent an enormous amount of time in this work - and much of the incorporation of "best practice" into the new Code has come from the Ombudsman. The Code has achieved Stage One Status and comes into effect on 1 April 2003, and a key task for 2003 will be to ensure that evidence of delivery of good practice will result in getting full approval for the Code. That in turn will mean official promotion of the Scheme.

This, we all hope, should lead to an increase in membership of the Scheme. We really need consumers to demand that their estate agents are members, and we hope that the year will see the NAEA and RICS swing behind us so that all house buyers and sellers can enjoy the protection of the Scheme.

Ombudsman's Report

INTRODUCTION

This is now my fourth Report as the Ombudsman. In summary, the year has been marked by:

- An increase in complaints received.
- Moves towards a new Code of Practice.
- Greater feedback to Member Agents.
- A levelling off in Membership.

My job as Ombudsman has three main elements to it. The first is what I call "cure" and is the most important. It gives consumers the automatic right to an independent hearing of their complaints against Member Agents, and provides redress where those complaints are justified and fall within my remit.

The second is what I call "prevention". It means providing feedback to Member Agents so that they can improve their procedures and their complaints handling processes. In so doing, standards are raised and complaints against them are reduced.

The third is "education" - to help explain what the Ombudsman's Office does and how it does it, thus helping to promote the Scheme and recruit new Member Agents.

It is, as ever, with these three roles in mind that I present this Report.

STATISTICS

The full statistics are given at **Annex A** to this Report. In short, the story of the year is:

- Complaints received against Estate Agents have increased: those against Agents I can deal with by 15%; those against Agents I cannot deal with by 19.5%.
- The overall Caseload (615) of New Cases coming in increased by 18% over last year (520).
- The number of Cases actually reviewed during the year (563) was slightly up on last year (550).
- Throughout the first half of the year, Cases Reviewed exceeded New Cases coming in by 44 - and the backlog was falling. However, the situation changed quite dramatically in July, since when New Cases have exceeded the Cases Reviewed by 96 - thus increasing the backlog.

- Appeals (representations) have risen from 149 last year to 180 this year, an increase of 21%.

COMPLAINTS HANDLING

The outline details of the Scheme are given at the front of this Report.

How we deal with complaints, a Complaints Form, and Guidance to Complainants on how the Scheme operates and how they should make their complaints to this Office, are given at **Annex B**.

The key documents that govern the Scheme are the Consumer Guide and the Code of Practice, which are shown on our website, and are available in the offices of Member Agents. Both of these have been reviewed over the last year - and the new versions will come into effect on 1 April 2003.

COMPLAINTS

At **Annex C** are some examples of actual cases we have dealt with during the last year. There are, however, five general points that I will raise here.

Increase in Complaints

Yet again, the number of complaints reaching my Office has increased - both against Agents in the Scheme, and against Agents not in the Scheme. It would be easy to conclude that this is because of an increase in poor performance by the Agents involved. That may be the case with some complaints, but I believe there are two other reasons.

One is that the public has become increasingly aware of consumer rights; consumers are much more likely to complain today than they were hitherto. The second is that consumers are seeking - and expecting to find - independent redress for their complaints. Gradually, consumers are becoming aware of the existence of the OEA Scheme and of the OEA Office. They may not know that a particular Agent is not in the Scheme, or that their complaint is about something (for example, letting) that I cannot deal with - but they are complaining to us. My frustration is that, for many, I cannot help them.

Onus on the Agent

However, for those that we can help, the onus is on the Agent to be able to "prove" what actions they have taken with firm evidence. Such evidence normally comes from the Branch File dealing with the transaction, which is submitted to my Office. This file should contain copies of the main documents dealing with that transaction, such as: Market Appraisal notes; Confirmation of the Instruction; the Agency Agreement; the Sales Particulars - approved by the Seller; the viewing record; confirmation of Offers received; Memorandum of Sale; changes in asking price, selling price or instruction; and the Invoice. It is remarkable how often copies of these vital documents do not appear on the Files sent to my Office.

But it is also necessary for Agents to keep a contemporaneous hand-written or computer record of the outcome of significant telephone calls and meetings. This is especially important for an Agent to be able to show what actions he was taking on behalf of his Seller Client in the period between acceptance of the offer and Exchange of Contracts.

Where an Agent's records are unable to show this vital information, I am inclined to accept the Complainant's version of events.

In a similar vein, if an Agent has received a complaint and has chosen not to address it, I will conclude that he has accepted that the complaint is valid - and I will also be inclined to accept the Complainant's version of events.

Submission of Files

I am pleased to see that an increasing number of Member Agents have taken up my suggestion to submit their Files with a covering letter explaining their side of the case. Such a covering letter (an outline of which is given in **Annex D** to this Report) goes a long way towards clearly demonstrating what an Agent has done in addressing the complaint.

However, only a small minority of Agents are doing this. Many more do so (particularly the small independent Agents) when my judgement goes against them, and they then submit an Appeal - and produce a detailed account of the transaction as they saw it. Had they done this in the first place, they would have saved themselves - and my Office - a lot of time and effort. I, therefore, strongly encourage all Agents to do so from now on.

I would stress that such a submission by an Agent does not - in itself - influence me in my support for their side of the Case; but it does indicate to me the professionalism (or otherwise) with which the Agent has approached the process of trying to resolve the dispute.

Appeals

Once I have made an initial judgement, the Case Review is first sent to the party that I find against - although both parties have an opportunity to comment and make an Appeal. The level of Appeals has, once again, increased (by 21%) over last year - although the number that I am persuaded to change remains very much the same at about 10%. Most Appeals (83%) are made by Complainants.

In some ways, I am not surprised by the increase in Appeals. As I have said before, not only are consumers more inclined to complain in the first place, they are more likely to complain subsequently about the outcome. That is their right. But I would like to remind Complainants that the essence of the Scheme is that it is impartial and independent of both parties to the dispute. The fact that my Office agrees to investigate a complaint does not mean that I will automatically support it.

As I have said earlier, it is disappointing when the Agent appeals - and then submits new evidence that should have been submitted to this Office in the first place.

A Second Look

When I have made a final decision - having considered any Appeals from both parties - that decision is final. It is binding on the Agent, but not on the Complainant - although, if the Complainant accepts any award that I recommend, his acceptance is in full and final settlement of his complaint against that Agent.

There is, however, very occasionally, a reluctance to accept my final decision - mainly by Complainants, but occasionally by Agents - and the party concerned is seeking (often demanding) that some other body within the Scheme has a "second look" at the case.

I must point out that the OEA Scheme is designed so that complaints start and finish with me as the Ombudsman. In my decisions, I am impartial and independent from all outside influences - and that includes the OEA Council and the OEA Board. I reach my decisions and come to my judgements based on the evidence that I see. There is, therefore, no means by which any complaint can be looked at by any other part of the Scheme. There is no "second look" within the Scheme.

However, there is an important part that is played by the OEA Council. It is to assure themselves that I have followed my Terms of Reference in being fair to both parties - and that, in cases of Appeal, both parties have had the opportunity to make their representation, and that the representation has been considered.

NEW CODE OF PRACTICE

Throughout 2002, discussions were held between The Ombudsman for Estate Agents Company Limited (The Company) as Code Sponsor and the Office of Fair Trading (OFT) on its new approach to Consumer Codes of Practice. The OFT's intention is to help consumers identify the "good trader", and to encourage businesses to raise their standards of customer service. It has identified a number of trading sectors, and has called on them to introduce Codes of Practice, which incorporate a number of OFT core criteria.

I am pleased that, at all times, The Company has involved me - and the Council - in the discussions and development of the new code.

Stage One of the process required The Company to develop a Code that promised to deliver on the core criteria laid down by the OFT. On 28th October 2002, The Company announced that its New Code had achieved Stage One status, the first of two co-dependent stages leading to approval from the OFT.

The New Code will be introduced on 1 April 2003 and The Company must, in order to achieve Stage Two, provide evidence of delivery on the initial promise. The aim is to achieve this before the end of 2003, when full approval of the Code would be granted and the Code would then carry an OFT logo and receive official promotion.

Amongst the main changes incorporated into the new Code are:

- Access to independent redress - specifically included within the Code, distinguishing it from the codes of other bodies within the Estate Agency sector for the first time.
- The introduction of Compliance Monitoring to be carried out by The Company. The results will be published and the OEA Council will deal with non-compliance.
- Membership of OEA to be disclosed in writing to clients at the instruction stage.
- Clearer information on cancellation rights.

The aim is to ensure that the Code is effective in delivering the standards of service that consumers have every right to expect.

Other Main Changes

- **Vulnerable Consumers.** Agents are now required to make provisions for attending to the needs of vulnerable customers. The Company has produced some Guidelines on this topic.
- Market Valuations. Agents are now required to be able to support any market valuation figure, preferably with valuations of comparable properties. They are also required to keep their general marketing strategy under regular review with their client. This latter means that - in the event that a property does not sell (perhaps over an extended period of time) - Agents must be able to show that they have discussed market strategy, including revised asking prices, with the Seller.
- **Terms of Business.** There is a general requirement to make these more understandable. The best way to achieve this, in my view, is to have a clear Agency Agreement that is explained to, and signed by, the Seller. The Company has produced some Guidelines on this topic.
- **Marketing & Advertising.** There is a requirement for advertisements to be "legal, decent, honest and truthful in accordance with the British Code of Advertising and Sales Promotion". There is also a requirement for all "canvassing" to include a warning about fee liability - including dual fee liability - on the part of the potential Seller.
- **Viewings.** There is a requirement to record any feedback and pass this to the Seller within a reasonable time. In addition, although it is seen as "standard practice" for the Agent not to accompany surveyors and tradesmen to the property, this practice must now be made clear to the Seller.

- **Continuation of Marketing.** Should the property be taken off the market (after acceptance of an offer) there is a requirement for the Agent to inform the prospective Buyer in writing should the Seller later decide to put the property back on the market with the same Agent.

- **Financial Evaluation.** An Agent has an obligation to take reasonable steps to find out from prospective Buyers the source and availability of funds for buying the property and pass this information to the Seller. However, the new Code now makes it clear that this obligation must continue after acceptance of the offer - and includes seeking information regarding the sale of a property, the requirement for a mortgage, and claims to be a cashbuyer. In all three cases, such enquiries must continue until a successful outcome is achieved. The Agent is not responsible for the accuracy of the information learned - or if the Buyer's requirements change - only for passing on what they have found out. It is then for the Seller to decide what to do.

- **In-House Complaints Handling.** It is disappointing to report that we still encounter many problems with the way Member Agents handle complaints. Time and again, for instance, we find that Agents did not address all the complaints made; or did not take the internal redress process seriously enough to involve the Managing Director (or equivalent) in the resolution of the dispute; or (in the case of large firms with multiple branches) attempted to solve the dispute through a central complaints handling service rather than getting a Local Manager from outside the Branch to carry out an investigation and to produce a written report. All these failings can cause Complainants to believe that they have not had a full and a fair hearing. Our 2000 Annual Report included guidelines for what constituted, in my view, Best Practice in the in-house handling of complaints. This led to some improvement in the way Agents volunteered their membership of the Scheme to Complainants, and invited them to refer their complaints to this Office if they were not satisfied with the Agent's response. The new Code now incorporates these guidelines.

COMMUNICATIONS & FEEDBACK

Quarterly Newsletters

These are produced every 3 months and usually follow an OEA Board Meeting. They appear on the OEA website. They are also sent out by e-mail to Member Agents.

Feedback

As usual, I held a series of meetings with each of the larger Member Agents' Complaints Handling Teams at the Salisbury Office. The aim is to discuss with them individually how they measure up to Best Practice. These meetings are, I believe, of benefit to both parties - and the programme for 2003 has already been set.

Regional Seminars

In addition, I held a series of Regional Seminars around the country, primarily for the medium and smaller Member Agents. Seminars were held in London (2), Newbury, Telford, Devon, Northampton and Guildford. Typical attendance was about 20-25. Those planned for Newcastle and Cardiff were cancelled through lack of attendance.

The aim of these Seminars was, primarily, to provide an opportunity for the small or medium sized Member Agents to discuss Complaints Handling issues with the Ombudsman. However, they were open to all Members (large and small) and we agreed that any attendee could bring along a non-Member Agent as a means of spreading the OEA message.

A Member of the OEA Board attended each Seminar and spoke about membership matters.

Overall, although feedback from each Seminar indicated that they were successful for those who attended, it was not - in my view - a cost-effective use of my time. More effective, in my view, was a Seminar arranged by West Sussex County Council, which saw some 50 Agents attend a programme that included speakers from Trading Standards and the OFT, as well as myself.

DEVELOPMENTS IN THE SCHEME

Membership

Membership has been somewhat static over the last year. At the end of 2002, it stood at 769 Member Agents, with 4,251 offices. Although new Members were joining, some others left, and some Branches of the larger Members closed down. The full list of Member Agencies is at **Annex E**.

The Way Ahead

It has continued to be difficult to persuade a large number of new Agents to join the Scheme voluntarily. It can rightly be argued that - with 4,251 offices throughout the country - the Scheme is a well-established and major force in Estate

Agency; and that the residential property buying and selling public has plenty of choice in seeking out an Agent in the High Street who is a member of the Scheme. Nevertheless, the fact that more Agents have not joined remains disappointing.

Last year, I reported that achieving a significant majority of all Estate Agency offices could only come about in two ways: either by mandatory membership through the Professional Bodies (the preferred option); or by Statutory intervention by the Government. At the end of 2001, the Chairman of the OEA Board called upon the NAEA and RICS to make membership mandatory on their members - and I strongly supported such action. So far, there has been no positive movement on that front. Neither has there been any movement from Government; indeed, Lord Rooker (Minister for Housing) was reported in the Sunday Times (10 November 2002) as saying that he ruled out forcing Agents to join the Scheme.

However, during 2002, two initiatives from the OFT have moved the situation forward. The first was its new approach to Codes of Practice, the details of which have been covered earlier. This should see all "good traders" actively wishing to convey that message to their customers; and they can only do so by joining the Scheme - and being able to display the nationally recognised, OFT approved "Good Trader" logo. The second is the ongoing OFT Study into the Practice of Estate Agency. This, essentially, will examine whether current legislation and practice ensure that the consumer is adequately protected.

It is my belief that all these initiatives will, sooner rather than later, convince the NAEA and RICS, as well as other bodies (such as TEAM, the Guild of Professional Estate Agents, and the Association of Independent Estate Agents) - some of whose members already belong to the OEA - that the only truly professional way in which an Agent can demonstrate a public commitment to customer care and consumer protection is by joining the OEA Scheme and, thus, signing up to the new Code of Practice. If those bodies do take that decision, then an OEA membership of some 65-70% of the country's Estate Agents will put enormous pressure on those who still set their face against joining.

In addition, the OEA Board has appointed a Chief Operating Officer (Bill McClintock) to be responsible - amongst other things - for the growth of the Scheme. He started on 1 January 2003, and I wish him well in his endeavours.

Working with Trading Standards

The Partnership Memorandum with LACORS (Local Authorities Co-ordinators of Regulatory Services) has been in existence since 1 January 2000. Since then, it has been LACORS policy to encourage all local Trading Standards Authorities (TSAs) which receive a complaint against an Estate Agent to consult my Office in deciding how best to proceed. If the complaint is against an OEA Member Agent, the likelihood is that my Office will deal with it rather than Trading Standards.

Over the past year, there has not been the expected increase in the number of cases in which local TSAs have contacted my Office. The message is taking time to spread to all TSAs - but we have regular discussions with LACORS and Trading Standards on measures we can both take to disseminate the message more effectively. I hope that an article I wrote in the November edition of "Trading Standards Today" will help in this regard. In addition, I was invited to speak to two TSAs during the year.

We have also had satisfactory discussions with LACORS and Trading Standards over the issue of Sales Particulars and Property Misdescriptions. The outcome of these discussions was that they were content with the way in which my Office dealt with such complaints.

The advice to all Member Agents who receive a call from their local TSA following up a complaint, is to remind the TSA of the arrangement, and to try and get them to contact the OEA Office as early in the process as possible. Failing that, Member Agents can contact my Office direct and we will discuss the matter with the TSA.

Letting & Property Management

Many Estate Agency firms who are already members of the OEA Scheme undertake the letting of both furnished and unfurnished properties. Most firms, however, run their lettings as a separate department and this is an area that gives rise to complaints by both Landlords and Tenants.

During the year, the Working Group set up by the OEA Board has followed the progress of The Independent Housing Ombudsman, The Association of Residential Letting Agents (ARLA) and The National Approved Letting Scheme (NALS).

The Government plans to improve standards in the letting sector by mandatory accreditation which, so far as the Tenancy Deposit Scheme is concerned, is currently administered through The Independent Housing Ombudsman.

In these circumstances, and with the launch of the new Code of Practice, the OEA Board considers that it would be inappropriate to extend the OEA Scheme to the letting sector at the present time.

Easier Buying & Selling

It appears that the introduction of Sellers' Information Packs into the house buying and selling process in England and Wales is now one step closer after the announcement of proposed measures by the Office of the Deputy Prime Minister, following the Queen's speech, for it to be incorporated into the forthcoming Housing Bill.

Work has continued in a number of areas on finalising the shape of the Home Condition Report - and also examining some of the more controversial issues which have caused consternation amongst some Agents. However, there is good news for the Industry in that the criminality issue on Agents who marketed a property before completion of the proposed sellers' information pack has been removed.

The next stage of consultation is awaited in a document from Government due out at the end of February 2003.

The implementation of any such changes is still expected to be 2005 at the earliest.

CONCLUSION

The aim of my Office is to deliver a prompt, user-friendly service - one which produces consistent, fair and reasonable judgements. We aim to communicate the way in which we approach our Reviews through reasoned decisions and regular feedback to Member Agents. By doing this, we also aim to identify and spread best practice.

I would like to pay tribute to the Chairmen and Members of both the OEA Council and the OEA Board - I could not have received better support and encouragement from them.

I would also like to acknowledge the sterling efforts of my colleagues at the Salisbury Office. They consistently work hard to produce increasing amounts of high quality work.

Finally, my message to the residential property buying and selling public remains as it has since I started: to seek out and choose an Estate Agent who is a Member of the Scheme. And my plea to Members is - as ever - for them to promote the advantages of the Scheme and to market their membership of it as widely as possible, and at every opportunity. Our joint aim must be to make non-members question the commercial wisdom of staying outside the Scheme.

Annual Workload Summary

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002
Complaints about performance of all Estate Agents	1236	1804	2340	2566	2483	2705	3039	3541	3889	4466	5562	6462
Those concerning Member Agencies within TOR	517	701	965	992	802	881	966	1174	1516	1896	2006	2306
Case Closed	62	136	198	222	229	266	286	291	316	482	551	583
Findings												
For Member Agencies	25	53	106	118	115	146	130	140	161	169	189	239
For Complainants (1)	34	78	87	97	110	116	152	150	152	297	358	340
Outside Terms of Reference	3	5	5	7	4	4	4	1	3	16	4	4
Awards												
£0-99	7	8	13	18	20	24	18	27	20	23	39	44
£100-499	27	47	44	52	64	61	107	89	104	240	264	245
£500-999	7	22	19	20	15	21	15	20	19	25	37	29
£1000-2999	4	11	8	6	8	9	11	13	9	7	15	17
Over £3000	1	4	3	1	3	1	1	1	0	2	3	5

(1) Includes cases where the Ombudsman endorsed as having been reasonable offers already made by Member Agencies, or in a few instance, negotiated a slightly higher settlement.

General Statistics

			2001	2002	% Increase
			1 Jan - 31 December		
1	**INITIAL ENQUIRIES RECEIVED**				
	a. General				
	From Estate Agents		251	228	
	From the Media		44	115	
	From the Public		618	457	
		Sub Total 1	**913**	**800**	-12.4
	b. Complaints against non Member Agents		2878	3439	
		Sub Total 2	**2878**	**3439**	19.5
	c. Complaints against Member Agents Outside Terms of Reference				
	(Mainly lettings)		678	717	
		Sub Total 3	**678**	**717**	5.8
	d. Complaints against Member Agents within Terms of Reference				
	From Complainant who is a Seller		1109	1246	
	From Complainant who is a Buyer		671	856	
	From Complainant who is a Seller & Buyer		74	84	
	Insufficient information given (mainly in letters)		152	120	
		Sub Total 4	**2006**	**2306**	15.0
	Complaints against all Agents =	Sub Totals 2 - 4	**5562**	**6462**	16.2
	TOTAL ALL ENQUIRIES =	Sub Totals 1 - 4	**6475**	**7262**	12.2
2	NEW CASES FOR REVIEW	(1) = Workload	**520**	**615**	18.3
3	CASES REVIEWED	(2) = Productivity	**550**	**563**	2.4
4	APPEALS	(3) = Productivity	**149**	**180**	20.8
5	CASES CLOSED	(2) = Outcome			
	Findings				
	Against Complainants		189	239	
	Against Member Agents		202	182	
	Negotiated Solutions	(4)	156	158	
	Outside Terms of Reference		4	4	
		Sub Total	**551**	**583**	5.8
	Description of Complainant				
	Seller		416	381	
	Buyer		105	144	
	Seller & Buyer		30	58	
		Sub Total	**551**	**583**	5.8
	Size of Awards				
	£ 0-99		39	44	
	£ 100-499		264	245	
	£ 500-999		37	29	
	£ 1000-2999		15	17	
	£ Over 3000		3	5	
		Sub Total	**358**	**340**	

1 This represents the Workload for the year - triggered by the Waivers Issued to start a new Case.
2 The number of Cases Closed will always differ slightly from the number of Cases Reviewed.
3 Those Cases where either the Complainant or the Member Agent has appealed against the Finding.
4 Cases where the Ombudsman endorsed, increased or lowered offers already made by MAs.

Web Site Hits: In 2000 - 17,165. In 2001 - 19,941. In 2002 - 89,163

Highest Awards: To date (1994) - £13,100. In 2000 - £3,750. In 2001 - £5,000. In 2002 - £6,603

Nature of Complaints within Terms of Reference

Initial Enquiries

	2001	2002
Maladministration	1089	1895
Commission/Fees	529	636
Sales Particulars	313	382
Communication of Offers-Buyer	240	210
Viewings	138	167
Buyers Finances	139	162
Initial Valuation for Sale	100	151
Communication of Offers-Seller	148	133
Conflict of Interests	75	77
Keys	71	64
Sale Boards	61	60
Unfair Bias Towards Other Party	52	51
Offer of Services	33	44
Sealed Bids	0	0
Discrimination (wef 1/7/99)		7
Racial	2	5
Gender	5	3
Disability	1	1

Cases Formally Reviewed

	2001	2002
Maladministration	474	581
Commission/Fees	307	243
Sales Particulars	106	152
Buyers Finances	78	76
Viewing	47	64
Initial Valuation	42	60
Communication of Offers-Seller	58	40
Communication of Offers-Buyer	56	34
Sale Boards	46	34
Conflict of Interests	20	30
Keys	28	29
Unfair Bias Towards Other Party	29	22

N.B.

1. Where it has been possible to identify more than one main element within an individual complaint, all have been included in the statistics above.
2. Maladministration is a "catchall" complaint which normally includes other categories as well.
2. Figures are shown for 2002 in descending order.

Annex B

How will we deal with your complaint?

About the Scheme

The OEA Scheme provides an independent service for dealing with disputes between Estate Agents who are members of the Ombudsman Scheme, and consumers who are actual or potential buyers or sellers of **residential property** in the UK.

The Ombudsman is independent of the Member Agencies - and will provide a free, fair and impartial review of complaints in order to reach a resolution of the dispute.

Can we actually deal with YOUR complaint?

We will ask you two main questions.

- Is your complaint against an Estate Agent who is a member of the OEA Scheme? If not, we cannot deal with it. We will do what we can to point you in the right direction of someone who may be able to help you.
- Have you been through the in-house complaints handling procedure of the Member Agent concerned? If not, we cannot start to investigate your complaints until you and the Member Agent have had a proper chance to try and resolve the problem yourselves.

If we believe that we CAN deal with your complaint

We will send you a Complaints Form and some Guidance Notes that will help you frame your complaint. There is also a Form in which you consent to allow this Office to gather information about the buying/selling transaction you have been involved with. This allows us to get the Files of the transaction from the Estate Agent and use that information in our investigation of your complaints.

When we receive your Complaints Form - and the File from the Estate Agent - these, together, will then become a Case. This will then be given to a Case Officer to undertake a Review of your complaints.

Mediation and Conciliation

We will always consider - and actively promote and support - any opportunities for a mediated settlement with the Estate Agent you have complained about. If the Agent has made you a goodwill offer by way of settlement - which you have rejected - we will consider whether or not that offer does or does not represent appropriate compensation for your complaint.

An Offer from the Estate Agent

Please note that if the Estate Agent has already made you any form of financial offer by way of settling your dispute - be it of compensation or goodwill - that offer lapses on referral of your complaints to this Office. It **may or may not be** reinstated. The Ombudsman will come to an independent judgement on the issue.

If the Ombudsman DOES support your complaint

If the Decision is to support all or part of your complaint and recommend an award of compensation in your favour, the Case Review containing that Decision is first sent to the Estate Agent - who has 14 days to accept the decision or make an Appeal. If the Agent appeals, this is considered and Case Review may be amended as necessary.

The Case Review is then sent to you - and you have 28 days in which to accept the decision, or make your own Appeal.

If the Ombudsman does NOT support your complaint

If the Decision is that we do not support your complaint - and do not recommend an award of compensation to you - the Case Review containing that Decision will be sent to you first.

What if you do NOT agree with the Ombudsman's Decision? Can you appeal?

Yes, you can appeal, but we will only re-consider the Decision in exceptional circumstances. Such circumstances include:

- Where you can show that there was a significant error in fact that would have had a material affect on the Decision.
- Or where you can produce significant new evidence that will have a material affect on the Decision.

If you are unable to show us that there are exceptional circumstances, we will not be able to help you further.

Awards

If we make an award of compensation in your favour, it is binding on the Estate Agent.

If you accept an award of compensation, please note that you do so in Full and Final settlement of your complaint against the Estate Agent.

What if you STILL do not accept the Ombudsman's Decision?

That is your right. But there is nowhere else within the OEA Scheme for a second look at your complaint.

However, you are perfectly free to pursue your complaint elsewhere, Without Prejudice from anything we have written. Please note that the Estate Agent will also be free to pursue any claim he may have against you for any outstanding commission fees.

By your rejection of the Decision, you also give up your right to any award that we may have made to you.

Your Assurance

You can be sure that any complaint reaching this Office will be investigated thoroughly and fairly - and the decision based entirely on the merits of the case.

Reference:

Ombudsman
www.oea.co.uk

OEA Complaints Form

This is the Form you need to complete if you want the Ombudsman for Estate Agents to look at your Complaint.

- Remember – you must have complained to the Estate Agent **FIRST** and have received a Final Response.
- The Ombudsman can **ONLY** deal with those complaints that you have **ALREADY** put to the Agent.
- For help filling in this Form, please read attached **GUIDANCE NOTES**.
- You can **DOWN-LOAD** this Complaints Form from our Website on www.oea.co.uk

PART 1	**GENERAL DETAILS**			
	Your Details		**Complete if this is a joint complaint**	
First Name		Title:		Title:
Surname				
Address for correspondence (including postcode)				
Daytime Phone No				
Fax:		**E-mail:**		

PART 2	**THE ESTATE AGENT AND PROPERTY CONCERNED**
Name and Branch address of Estate Agent	
Address of Property concerned	

PART 3	**MY SPECIFIC COMPLAINTS AGAINST THE ESTATE AGENT ARE:**

Please use a single sentence to specify each separate type of complaint (not each separate instance of the same type of complaint). Please do NOT say '"See attached papers" or similar. It is important, in the Ombudsman's consideration of your complaint, that you make the complaint(s) clear at this stage.

1.

2.

3.

4.

5.

(If you need more space, please continue on a separate piece of paper and attach it to this form)

NB.
1. **The Ombudsman can ONLY deal with specific complaints that you have already put to the Agent.**
2. **The details and supporting evidence come in Parts 4 & 5.**

PART 4	**THE OUTLINE CASE HISTORY IS AS FOLLOWS:**
Please give a brief summary of the relevant key events - with dates – of the transaction or dispute with the Agent.	**This is your chance to tell your side of how the transaction went – and is the context in which you have made your complaint. Please be as specific with details as you can (eg dates, times, names).** **If you would prefer to type or write this on a separate page – please do so.**

If you are a Seller:
(or Potential Seller) you may wish to include all or some of the following - as applicable:

- Valuation Process.
- Agency Agreement.
- Sales Particulars.
- Marketing of Property.
- For Sale Boards.
- Offers - rejected/accepted.
- Problems of transaction.
- Communications with Agent.
- Exchange & Completion.
- Receipt of Commission invoice.
- Paid or not Paid.
- Problems - Complaint Process.
- Goodwill Offer made.
- If so – why rejected.
- Exhausted Complaints Process (their final letter is attached).

If you are a Buyer:
(or Potential Buyer) you may wish to include all or some of the following as applicable:

- Offer made – accepted.
- Offers satisfactorily handled.
- Survey.
- Mortgage and Lender.
- Problems of transaction.
- Communications with Agent.
- Exchange & Completion.
- Problems - Complaint Process.
- Goodwill Offer made.
- If so – why rejected.
- Exhausted Complaints Process (their final letter is attached).

PART 5	**I AM PROVIDING THE FOLLOWING SUPPORTING EVIDENCE:**
Please attach all correspondence between yourself and the Estate Agent that you consider relevant.	• • • • •

PART 6	**I WOULD LIKE THE ESTATE AGENT TO:**
Please specify what you think the Estate Agent should do to put things right.	

PART 7 — WE ALSO NEED TO KNOW

1. **FINAL RESPONSE.** Have you received this **in writing** from the Agent? **YES** **NO**
   - If **NO**, you must go back to the Agent and follow his internal Complaints Procedure.
2. **IF YOU ARE A SELLER.** Have you paid the Agent's Commission Fees? **YES** **NO** **PARTIAL**
   - If **PARTIAL**, how much? £................
3. **GOODWILL OFFER.** Has the Agent made you one? **YES** **NO**
   - If **YES**, how much was the offer? £................
   - Did you accept the offer? **YES** **NO**
   - If it has been accepted in Full and Final settlement we cannot look at your complaint.
4. **COURT PROCEEDINGS.** Are there any Court Proceedings taking place? **YES** **NO**

PART 8 — YOUR PERMISSION FOR US TO GO AHEAD

I would like the Ombudsman for Estate Agents to consider my complaint. I understand that:

- You will need to consider personal details about me, which could include sensitive information, for example, relating to health matters, in order to deal with my complaint effectively.
- You may need to exchange information about my complaint with other organisations (for example, to find out or check important facts relating to my Case).
- You handle complaints in a different way from courts – not requiring people to attend hearings in person, but resolving disputes by correspondence.
- You may publish examples of where things can go wrong, based on actual Cases, but you will always respect my privacy and keep my personal information confidential.

I authorise the release to the Office of the Ombudsman for Estate Agents copies of all relevant documents relating to my complaint against the Estate Agent.

Note: In the case of co-sellers, both should sign below.

Signature: .... **Date:** ....

Signature: .... **Date:** ....

Note: This Form needs to be witnessed by an adult (over 18 years old). It can be a friend or neighbour; it does not need to be a professional person.

Witnessed By:

Name (Block Letters): .... **Signature:** ....

Address: ....

....

PLEASE NOTE

1. **Your side of the Case.** Please fill in this Complaints Form with as much care and attention as you can so that you have presented your side of the Case as best you can.

2. **The Branch File.** In order for the Ombudsman to be able to carry out a Review of your Complaint, it is necessary for him to see the relevant Estate Agent's File - which is, of course, subject to the rule of confidentiality between yourself and the Agent.

   He wishes to emphasize that no action can be taken until we have received your completed and signed Complaints Form.

   This enables us to request the File from the Agent. All Member Agents of the OEA Scheme have given an undertaking to co-operate with the Ombudsman in his investigation – and that includes providing the Branch File of the transaction.

3. **Whether we deal with your Complaint.** Once we have all the necessary information from you and the Agent, the Ombudsman will be able to assess, with more certainty, whether the complaint comes within his Terms of Reference. If it does, the Ombudsman will begin his Review process.

4. **Awards of Compensation.** The independent OEA Council, to which the Ombudsman reports, has endorsed the Principles under which compensation to Complainants is assessed under the OEA Scheme - and has directed that these be brought to your attention.

   The Ombudsman only makes Awards in compensation where he is satisfied that:

   - proven actual financial loss and/or otherwise avoidable expenditure has been incurred;
   - or undue and avoidable inconvenience and/or stress (beyond that inherent in the buying and selling of houses) has been occasioned;

   which can be directly attributed to any aspect of the performance of a Member Agency.

   The size of commission and/or other charges due has no bearing on the amount of compensation. In assessing the amount of compensation, any contributory liability that can properly be attributed to Complainants themselves, or to any third parties, is further taken into account. The details of Awards made against Member Agencies in 2002 are:

£0-99	44
£100-499	245
£500-999	29
£1000-2999	17
Over £3000	5

Now please return this completed form to us at:

Ombudsman for Estate Agents
Beckett House
4 Bridge Street
Salisbury
Wiltshire
SP1 2LX

Please check that you have:

- ✓ Included everything you want to tell us about your Complaint.
- ✓ Enclosed a copy of the Estate Agents final response.
- ✓ Enclosed all the relevant documentation.

Guidance for Complainants

Submitting a Case to the Office of the Ombudsman for Estate Agents

General

In submitting your Case for formal review by the Ombudsman, it is a pre-requisite that your Case has already been through the In-House Complaints Procedure of the relevant Estate Agency. It comes to the Ombudsman for an independent and impartial Review having been unresolved by you and the Estate Agent. The Ombudsman provides an Alternative Dispute Resolution service - the other option being the Courts.

When a Case Officer is assigned to your Case, all he/she knows about your Case is whatever is contained in the Case File. It is in your best interests, therefore, to prepare your Case as carefully as you can, and to present it as clearly as you can which will speed up the review process.

The purpose of this Guide is to assist you in that process.

Ombudsman's Yardsticks

In carrying out his Review, the Ombudsmen is guided largely by the following:

- Whether or not there has been a breach of the Code of Practice.
- To what extent does your complaint match up to - or fall short of - the basic principles which govern the transfer of ownership of residential property:

1. An Estate Agent's primary responsibility remains at all times to his Vendor Client (the Seller), while retaining a duty of care and fair treatment to all prospective Buyers.
2. The Estate Agent holds a legal obligation to forward all offers received for a property to his Vendor Client, unless these are of an amount or type which the latter has specifically instructed the Estate Agent, in writing, not to accept.
3. Following acceptance of an offer Subject to Contract, either party (ie the Seller or Buyer) can renegotiate either the price or any conditions of the agreed sale, or indeed withdraw without penalty - until such time as Exchange of Contracts has taken place.
4. It is always the Seller's decision, and not that of the Estate Agent involved, to whom and at what price a property should be sold.

Guidance

Typed Submission. Please ensure that, whenever possible, you submit your Case in typewritten form.

Specification of Complaints. Please be specific in your complaints. If you have three general complaints (eg lack of communication, keys, For Sale boards) make sure you make that clear, giving details in each case. Where you can do so, it is always helpful if you can refer to the specific paragraph in the Code of Practice that you feel has been breached. You should have been given a copy of the Code of Practice by your Estate Agent.

Case History. Where you can, it will help if you can give a brief chronological outline of the major events of your Case. Details regarding dates, names and events will all help the Case Officer in appreciating what happened from your point of view.

Evidence. Where you can, please submit all the evidence that you can that will support your case. This will include, amongst others, all the correspondence you have had in your dealings with the Estate Agent and details of any third parties who might be able to clarify any points raised by the Ombudsman's Office during the review process (such as details of any third party who is prepared to provide information that could assist your case). Remember, if you make a complaint or an allegation against the Estate Agent, your Case is greatly enhanced if you can support it with some form of Evidence. Similarly, if you make a complaint or an allegation, and you cannot support it - and the Estate Agent is able to produce a rebuttal - your Case is that much weaker.

Awards

Awards of compensation under the Ombudsman for Estate Agents (OEA) Scheme are only made where the Ombudsman is satisfied that proven actual financial loss and/or otherwise avoidable expenditure has been incurred, or avoidable inconvenience and/or stress (beyond that inherent in the buying and selling of houses) has been occasioned, which can be directly attributed to any aspect of the performance of a Estate Agent.

The size of commission and/or other charges due has no bearing on the amount of compensation awarded. In assessing the amount of compensation, any contributory liability that can properly be attributed to complainants themselves, or to any third parties, is further taken into account.

Non-Payment of Commission by Seller

It should be noted that the contract a Seller enters into with an Estate Agent is not a Service Level Agreement whereby the fee will be abated by failures in the level of service delivered. It is a **binding contract** whereby the Seller agrees to pay the Agent a commission fee if the Agent introduces a Buyer who goes on to Exchange Contracts and Complete on the transaction of buying their Property.

Ideally, an Agent wants all his Seller clients to pay their Commission in "Full and Final" settlement. Failing that - to be paid "Without Prejudice". Failing that - to be paid that part of the Commission which is not in dispute.

An Estate Agent is at liberty to seek recovery of contractually entitled Commission Fees through the Courts. An Estate Agent will make a commercial decision whether to choose this option; some will hold off until the Case has been reviewed by this office.

Accordingly, we do **encourage** Complainants to pay the Commission Invoice "Without Prejudice" and allow this office to review the complaints and come up with a judgement.

However, the Ombudsman can still carry out a review of the other aspects of a complaint - even if Court action has been instigated to recover the Commission Fee.

The best way to ensure that Court action does not take place is for Complainants to pay the Commission Invoice "Without Prejudice"

Furthermore, you should be aware that we take note of the advantage to Sellers who do not pay their Account on time - **and this is reflected in any Award they may receive.**

This guide is to assist you in preparing and submitting the best case you can.
Please use it to help us to help you. Thank you.

Case Examples

Case 1 - Duty of Disclosure

Mrs A complained that she would never have bought the Property had she known that one of the Sellers was about to be convicted of murder. As it was, she did not find out until after she moved in; the day after the conviction, she woke up to find the Press camped on her doorstep. She believed the Agent was aware of the situation, and had a duty to have warned her before she became involved.

It turned out that the sale was being conducted by solicitors on behalf of the two Sellers. The Agent was under the impression that the sale was as a result of a matrimonial dispute.

I accepted the Agent's declaration that he was not aware of the true situation, and I did not support the complaint. Even if he had known, I take the view that such client information is confidential, and the Agent had no right to disclose it.

Outcome: Complaint not supported.

Case 2 - Fee Dispute

Mr and Mrs B placed their Property in the hands of Agent A and were disappointed that it did not sell. They then disinstructed Agent A and placed the Property in the hands of Agent B. They signed an Agency Agreement with Agent B at a rate of 1% for a sole agency, with a multi agency rate of 3%. At the time of signing, Mr and Mrs B still had a few days of their Agreement with Agent A to run.

On successful Exchange and Completion of the sale, Agent B presented Mr and Mrs A with a Commission Invoice at the 3% rate. They complained, but Agent B insisted that they were entitled to charge at the multi agency rate.

I disagreed. I had no doubt that - at the time of entering into the Agreement - both Mr and Mrs B and Agent B had a Sole Agency Agreement in mind. I recommended that Agent B resubmit his Invoice accordingly.

Outcome: Complaint supported - resulting in a saving to Mr and Mrs B of £6,603.

Case 3 - Unfairly handling a Buyer's offer.

Mr C offered on the Property, but found himself in competition with another buyer. Despite Mr C being a cash buyer, the Seller was persuaded by the Agent to look favourably at the other buyer who needed a mortgage. The Agent's advice to the Seller was that Mr C had earlier shown a lack of commitment with regard to his proposed purchase of a property in the same road; he was a very difficult man to deal with; and that they would not, under any circumstances, recommend a contract race to take advantage of the competitive situation. The Agent told Mr C that the Seller would not entertain any other offers and was keen to proceed with the other buyer. Throughout the process, the Agent portrayed Mr C as an unreliable buyer and advised his client accordingly.

Despite this, Mr C continued to offer, and - in the end, after direct contact with the Seller - had his offer accepted. It was £7,500 higher than he had originally offered, and considerably higher than the other buyer.

Direct contact by my Office with the seller of the previous property (Mr Z) revealed the real reason why that sale had fallen through; Mr Z withdrew because he wanted a holiday. The Seller of the Property in question told us that he was given a very wrong impression of Mr C by the Agent - he spoke of character assassination by the Agent; that with Mr C's determination and help - and without the Agent's spin - the sale was able to proceed quickly. Although he was personally pleased at the outcome, the Seller believed that the Agent had treated Mr C very badly.

Based on the very strong evidence above, I concluded that the Agent had not treated Mr C fairly. Whilst I was not prepared to support Mr C's claim for £7,500, I felt that a substantial award was merited.

Outcome: Complaint supported - award of £3,000.

Case 4 - Conflict of Interest

Mr D was selling a property on behalf of his mother, who was in no hurry to move. The Agent agreed an asking price with Mr D and the property was sold, for £2,000 less than the asking price, a month after the property went on the market. Six months later, Mr D was surprised to learn that the property had been sold by the same Agent for £10,500 more than he had accepted earlier in the year.

It transpired that the negotiator who arranged the earlier sale had done very little marketing and arranged the sale to a business acquaintance without the Agent's knowledge. Soon after the sale, the title of the property passed to the negotiator, who then put it back on the market, through the Agent's office, at an asking price £10,000 higher than the earlier asking price.

The negotiator properly declared his interest at this stage in the proceedings.

The property was sold, a month after it went back on the market, for £1,500 less than the asking price.

I found that there was nothing sinister in the apparently rapid escalation in the asking prices of the property over a period of eight months; Land Registry information showed that selling prices of comparable properties in the area had risen by some 37% during that time. Nor did I find that the original asking price had been unduly depressed and I expressed my surprise that Mr D had accepted the buyer's offer so soon - when he was apparently in no need to sell quickly.

My main criticism, however, lay with the Agent, because he did not notice that the negotiator sold the property to a business aquaitance and, soon after, sold it again - this time in his own name. As events turned out, the increase in prices resulted from local market forces rather than any manipulation by the negotiator. I found the Agent's supervision of the negotiator - who was later dismissed - to have been lax in the extreme.

Outcome: Complaint supported - award of £2,175.

Case 5 - Court Challenge

Mrs E made a number of complaints about the Agent, who offered her some £320 to settle the dispute which also involved £2,000 (plus VAT) of unpaid Commission Fee. Mrs E was not satisfied, did not pay the Commission Fee and came to this Office for redress.

I upheld the Agent's contractual entitlement to his Commission Fee, and made Mrs E an award of £570 on payment of the Commission Fee. Mrs E did not pay the Commission Fee in full and did not receive the award. After some months, the Agent took her to Court for non-payment of the balance. During the hearing, Mrs E raised the complaints that she had made - and which I had upheld.

The Court's ruling was to uphold the Agent's right to the Commission Fee; award Mrs E £220; and impose £195 of Court Fees and £80 of costs on Mrs E. This is further evidence that, to our knowledge, no Complainant has ever successfully challenged the Ombudsman's decision in Court.

Outcome: Complaint supported - award of £570 not accepted.

Case 6 - Misrepresentation

Mr and Mrs G had their offer accepted on a Property in a rural area. During the conveyancing process, it was found that there was a Restrictive Covenant on the Property; any prospective buyer had to satisfy a minimum three-year local residential or employment qualification. Mr and Mrs G could not comply and had to withdraw from the sale. They blamed the Agent.

In their defence, the Agent claimed a thorough knowledge of the locality in which the Property lay - having sold at least two houses in the last previous year - but denied any awareness of such a Covenant, and had certainly not been made aware of it by the Seller. A check with the District Council revealed the existence of a letter sent to all Estate Agents in the District three years earlier advising them of the Restrictive Covenant. A check with two other local Agents revealed that they were aware of the Covenant and were able to list its conditions without prompting.

I concluded that the Agent should have known about the Covenant.

Outcome: Complaint supported - award of £1,000.

Case 7 - Proposed Settlement

Mr and Mrs H signed a Sole Agency Agreement at a Commission rate of 1.5% (plus VAT). Several prospective buyers made offers through the Agent, but the eventual sale was to a Buyer who was found by Mr and Mrs H.

The Agent believed that he had a Sole Agency Agreement and the Buyer was found during the period of that Sole Agency; as such, he believed that he had a contractual entitlement to the Commission Fee - and submitted an invoice accordingly. Mr and Mrs H disputed this, believing that they had achieved a Private Sale without the Agent's help.

My review of the evidence showed that there was no dispute that the Agent did not introduce the Buyer; nor that the Exchange occurred after the Agency period expired; nor that the Agreement clearly stated that it was a Sole Agency. An examination of the wording of the Agreement hinged on whether or not the Buyer was introduced during the Agency period. Mr and Mrs H said he was not; the Agent believed he was. Both parties had strengths and weaknesses to their case, and neither was able to produce convincing evidence one way or the other. I, therefore, declined to give a formal view - concluding that the only way in which the issue could be satisfactorily resolved would be in a Court of Law.

However, I proposed a compromise settlement to both parties as an alternative to seeking resolution through the Courts; it was to agree a Commission of £1,500 instead of the original £3,000. Both parties agreed.

I also recommended that the Agent should have the wording of his Agreements checked to make them clearer in future, and that he should comply with the statutory wording.

Outcome: a proposed settlement that was accepted by both parties.

Case 8 - A Change of Mind

At 11 o'clock, the Agent carried out a Market Appraisal on Miss J's Property. During the visit, Miss J signed a Sole Agency Agreement for a fixed fee of £1,000 (plus VAT). No copy of the Agreement was left with Miss J.

In mid-afternoon of that day, Miss J telephoned the Agent to say that her personal circumstances had changed and she did not wish to sell. She assumed that was the end of the matter.

The Agent took no further action: he did not produce Sales Particulars, nor did he advertise the Property in any way. However, three weeks later, the Agent saw a For Sale Board erected by another agent. The Agent then informed Miss J that he would be claiming his contractual entitlement to charge a Commission Fee if she sold through the other agent.

Miss J explained that - at the time she called the Agent to cancel the Agreement - it was not her intention to sell, as her partner was objecting. Subsequently, they changed their minds - and decided to approach another agent rather than go through the embarrassment of re-contacting the Agent.

The Property was sold, and the Agent submitted his invoice.

In my consideration of the issue, I concluded that - under the terms of the Sole Agency Agreement signed by Miss J - the Agent was, on the face of it, contractually entitled to claim his Commission Fee. However, such entitlement depended on one important factor: was he still Miss J's Sole Agent - or had the Agreement been terminated in the course of the telephone call from Miss J? Whatever the Agreement said, both parties could, between themselves, verbally agree to change the contractual terms. I believed they did so. The Agent conceded in his correspondence with Miss J that he had released her from her contract - and that he did nothing to try to sell the Property after the telephone call.

I concluded that, at the point of the telephone call, the Agreement was at an end. For the Agent to have established his continuing entitlement, I would have expected him to have said so verbally, and then: to have sent Miss J a copy of the Agreement; drawn her attention to the circumstances in which she may have to pay more than one fee (as required by Paragraph 2c of the OEA Code of Practice); and requested her written confirmation of termination (Paragraph 2d).

My decision was that the Agent should withdraw his commission account for £1,000 (plus VAT) in its entirety.

I would also make the point that Agents should - as a matter of best practice - always leave a copy of the Agency Agreement with their clients, and give them reasonable time to consider the terms and conditions before signing them. This has been included in the Guidelines to the new Code of Practice.

Outcome: Complaint supported - Agent to withdraw Commission Fee of £1,000.

Case 9 - Sales Particulars

Mrs K bought a flat that was advertised as having a garage. On the day she moved in, she discovered that the flat did not have a garage. The Seller leased the garage from the Local Council, and the lease had run out a short time earlier.

The Agent admitted that his Sales Particulars were - in the event - incorrect, but maintained that he had submitted them to the Seller, who had verified them; and claimed that he did not have access to the Title Deeds, such matters being the province of solicitors.

I accepted the Agent's defence, as far as it went. However, the case hinged around whether there was anything that would have put the Agent "on notice" that the situation was not entirely normal. The flat was in the middle of a terrace, with some garages in a separate block. There were more flats than there were garages. I took the view that - that alone - was enough to have put the Agent "on notice". The Agent should have asked the Seller for evidence that he owned one of the garages. He did not.

However, I took the view that Mrs K had a responsibility to ensure that what she was buying what she thought she was buying. She should have asked the Agent which garage went with the flat, and what evidence there was that tied the two together. She did not. In addition, I took the view that her solicitors had some responsibility in the matter.

Mrs K was claiming £3,000 in compensation; the Agent had offered her £200 - which she had rejected.

Outcome: Complaint supported - award of £1,000.

Case 10 - Unrealistic Expectations

Mr and Mrs L sold their Property in a timescale that was entirely reasonable, and at considerably more than the asking price. However, they complained about several aspects of the Agent's level of service, and were not satisfied with the response.

The complaints themselves were minor - bordering on trivial - although I supported some elements of some of them. My overwhelming impression was that none of them led me to conclude that the Agent's service was lacking; indeed, for the most part, it was excellent - and did not warrant, initially, withholding payment of the Agent's fee.

Few transactions are concluded without - in hindsight - it being possible to say, in certain respects, that service might have been better. However, none of the elements of those complaints that I did support resulted in any financial loss to Mr and Mrs L; nor did any of them cause undue and avoidable stress and inconvenience.

In short, Mr and Mrs L had unrealistic expectations of the Agent.

Outcome: Complaint partly supported - award of £1 only.

Case 11 - Apology

During the sale of Mrs M's house, a Surveyor collected the keys from the Agent and returned them the same day. The house was unoccupied, but not empty. The following day, Mrs M found that doors had been left open and the alarm set off. When she complained about the security implications to the Agent, she was not satisfied with their response.

In coming to a judgement on this case, I did not consider the Agent was responsible for the shortcomings of the Surveyor. He is a fellow professional, and I do not consider the release of the keys to be in breach of any OEA Code or guidelines. Such visits are to facilitate the buyer being able to proceed, and are, therefore, in the best interests of the seller client. Any damage that may occur during such visits is the responsibility of the Surveyor, and not the Agent. Any comeback, therefore, must be taken up with the Surveyor.

However, the Agent had not warned Mrs M of the Surveyor's visit, claiming that it is common practice to allow surveyors unaccompanied access to properties. I accept that it is common practice; however, I believe it is also common courtesy to tell a seller when a visit to the property is being made. This has been included in the new Code of Practice.

Although I formally criticised the Agent in my Review, I did not believe that payment of compensation was merited.

Outcome: Complaint partly supported - recommended that the Agent write to Mrs M to formally apologise for not informing her of the visit.

Case 12 - Frivolous and Vexatious

Mr N instructed the Agent in April, received seven viewings, one of which led to an offer which he accepted in early May. Exchange took place on 4 July, with Completion following the next day. The Agent submitted his invoice - which Mr N refused to pay because the agent had told him that Completion would be on 4 July. He claimed that such a verbal exchange of information formed a legal and binding contract.

I disagreed. The Agent was doing no more than monitoring the progress of the sale, and reporting such progress and information to Mr N. The responsibility for advising buyers and sellers as to when it is safe to Exchange Contracts and Complete is for legal representatives, not Agents.

This was a straightforward transaction with no significant complications or delays - and it was well handled by the Agent. There was no question that the Agent was both contractually, and morally, entitled to the Fee. I did not support the complaint, and recorded, at the time, that this was probably the most blatant example I had seen of a Seller using the Ombudsman Scheme as a delaying tactic in paying the Commission Fee - a delay of over a year. It was, in short, both a frivolous and vexatious complaint. I was surprised that the Agent had not already taken Mr N to Court over non-payment.

Outcome: Complaint not supported.

Case 13 - Continuation of Marketing

Mr and Mrs P had their offer accepted and were told by the Agent that the Property would be taken off the market. They made arrangements for their survey to be carried out. Whilst the surveyor was present, the Agent showed another prospective buyer the Property - who made a higher offer. Although Mr and Mrs P were given the opportunity to make another bid, it was not as high - and the seller chose to sell to the other buyer.

The Agent maintained that he was merely taking his client's instructions - to continue showing prospective buyers around the Property, not with a view to encouraging gazumping, but merely to ensure that he had back-up interest should Mr and Mrs P withdraw from the purchase. The Seller denied giving any such instructions to the Agent.

The Code of Practice requires an Agent to discuss with, and take instructions from, the seller as to whether the Property should continue to be marketed after acceptance of the offer. If marketing is to be continued, the Agent must inform the buyer in writing.

I took the view that it is disingenuous to suggest that to continue showing people around a property does not amount to marketing. Such marketing has only one objective in mind - and that is to elicit an offer. At the point that the Agent agreed to the viewing, even if it was with the Seller's knowledge, that amounted to the Property being marketed - and Mr and Mrs P should have immediately been informed in writing. Until that moment, any buyer has the right to assume that they are the only ones "in the frame". This has now been made clear in the new Code of Practice.

Outcome: Complaint supported - award of £250.

Outline Covering Letter

Annex D

Dear Mr Carr-Smith,

Complaint by Mr and Mrs X

We received the signed Waiver/Complaints Form of confidentiality from Mr and Mrs X on xxxxx.

Please find attached:

- The Original Branch File.
- The Regional and Head Office investigation into the Complaint.

Our Investigation of the Complaint

- Branch Level. Mr and Mrs X raised their Complaint with the Branch on 5 June. The Branch Manager acknowledged this on 7 June, and responded on 17 June.
- Regional Level. Mr and Mrs X raised their Complaint with the Regional Director on 19 June. The Regional Director acknowledged this on 22 June, and responded on 5 July.
- Head Office. Mr and Mrs X raised their Complaint with the Head Office on 7 July. Head Office acknowledged this on 9 July, and responded on 20 July.

Summary of Individual Complaints

1. Mr and Mrs X have complained that xxxxxxx.
   - eg We have acknowledged some shortcomings in the provision of xxx but believe that xxx.
2. Mr and Mrs X have complained that xxxxxxx.
   - eg We refuted the allegation. (Cite evidence).
3. Mr and Mrs X have complained that xxxxxxx.
   - eg We admitted to an error. We apologised and made a goodwill offer of £xxx which was not accepted.

Our Final Position letter was sent to Mr and Mrs X on xxx.

Case History [Something along the lines of]

12 March 2002	We were invited to carry out a Market Appraisal. Recommended £200,000.
13 March	Mr & Mrs X (Seller) signed a Sole Agency Agreement at 1.5% (plus VAT) at an Asking Price of £200,000.
24 March	Miss Y viewed property.
28 March	Miss Y made an offer of £190,000. Not accepted by Seller.
2 April	Miss Y increased offer to £195,000. Accepted. She has no property to sell.
4 April	Memorandum of Sale sent out to both parties and solicitors.
8 April	Mr Z made an offer of £197,000. He has not yet sold his property.
9 April	Seller accepts Mr Z's offer. Miss Y informed. Memorandum of Sale issued.
10 April	Miss Y made offer of £198,000. Accepted - Memo of Sale issued. Exchange date of 30 May tentatively agreed. Miss Y arranges Survey.
18 April	Miss Y receives Survey Report - down-values Property to £195,00. Miss Y reduces offer to £195,000. Seller informed. Mr Z not yet got buyer.
19 April	Seller accepts
26 May	Miss Y withdraws from Sale. Seller informed. Mr Z contacted – sold his property – and confirms his interest at £198,000. Seller accepts – if Exchange date of 30 May can be achieved.
3 June	Exchange of Contracts and completion simultaneously.
3 June	We submitted our Invoice for £2,970 (plus VAT) – which was paid on xxx/which remains unpaid.
5 June	Letter of complaint from Mr and Mrs X.

Summary [something along the lines of]

We believe that we did all we could with this sale for Mr and Mrs X. We made some errors, admitted them and apologised accordingly. We made a good will offer of £xxx.

However, we totally refute their allegation that we xxxxx.

We believe the key to this complaint is xxxxx. The key pieces of evidence are flagged at A, B and C on the Branch File.

In the final analysis, the Property came on the market on 13 March, and we found an acceptable buyer on 2 April who later withdrew from the sale on 26 May. We then found a new buyer who went on to exchange on 3 June. We believe that we are contractually entitled to our Commission Fee – which has /has not been paid. Our goodwill offer of £xxx still stands.

Compliance Officer

Member Agencies

MEMBER AGENCIES

Abbey Properties
Abbott & Abbott
Accent Properties
Adair Paxton
Adams & Jones Estate Agents
Adams & Rose Estate Agents
Addisons
Adrian Dowding
Adrian Noad
Adrians
Aitchisons
Alan Cooke Estate Agents
Alan Cooper Estates
Alan Francis Estate Agents
Alan Kirkham
Alex Neil & Co
Alexander Reid & Frazer
Alexander Watson
Alexanders Residential
Allan Morris
Allen Briegel
Amos & Dawton
Anderson & Co
Andre Lanauve Property
Andrew Greenwood
Andrew Louis
Andrew Morris
Andrews
Andrews & Robertson
Andrews Estate Agents
Anglia Residential
Anthony Newman & Son
AP Sales
Arden Nicholson
ARM Property Centre
Armstrongs Estate Agents (Co Durham)
Armstrongs Estate Agents (Derbyshire)
Arran Estate Agents
Arthur Wheeler Estate Agents
Ascot & Co
Ashley & Peck
Ashley Adams
Ashley Jones & Partners
Ashmore & Co
Ashtons
Aspen Residential Services
Astley Samuel Leeder
Aston (Estate Agents) Ltd
Aston Mead
Atkins Estate Agents
Atkinsons Residential
Auckland Estates
Austin Gray
Aylesford International Property Consultants
B Bailey & Co
B S Bennett
Ball & Partners
Ball & Percival
Banbury & Ball
Bankside
Barbara Zialor Estate Agents
Barkers
Barlow Costley Property Services
Barnard Cook Wood & Loach
Barnfields
Barons Property Services
Barrie Alderton
Barry L Hawkins
Barton Wyatt
Bartram & Co
Bartram's Estate Agents
Bassets Property Services
Bayliss & Partners
Baytree Estates
Beal & Co
Beaney Pearce
Bedfords
Belchamber & Co
Bendall
Bennett Jones Partnership
Bentons
Beresfords Residential
Bettles Miles & Holland
Bill Jackson
Blacklers
Bladon Sears
Blake & Blake
Bloxham & Barlow
Bonds of Thornbury
Bonett's Estate Agents
Booth & Coben
Boothroyd & Co
Borough Mall Estate Agents
Bowes Mitchell Estate Agents
Boxall Brown & Jones
Boyce Allen
Boydens
Bradford & Bingley - ***Trading Styles:-***
Slater Hogg & Howison
Bradleys
Bramleys
Brewer & Brewer
Brimble Lea & Partners
Brooks Peacock
Brookside Property Services
Brownhill Vickers
Browns
Browns Property Services
Bruten & Co
Bryan Davies + Associates
Bryan Gaskill & Co
Buckell & Ballard
Bullock & Lees
Bushells
Burchell Edwards
Burford Jordan
Burkmar Estate Agents
Burns & Co (Magherafelt)
Burns & Webber
Burridge Estate Agents
Burrows Estate Agents
Burston & Whay
Burwood Marsh Limited
Bury & Hilton
C G Spratt & Son
C J Hole
Cable & Webster
Cairds the Estate Agents
Calcutt Maclean Standen East Kent
Calcutt Maclean Standen West Kent
Campbell Estate Agents
Cardwells Estate Agents
Carltons Estate Agents
Carol Harvey Estates
Case & Dewing
Castles
Cawood Jeffries
Cedar Estates
Central Park Estates
Chaffers
Chainmakers
Chamberlains
Chambers Estate Agents
Champion & Co
Chancellor & Sons
Chancellors - ***Trading Styles:-***
Russell Baldwin & Bright
Chandlers Estate Agents
Charlestate
Charles J Robinson & Co
Charles Lightowler
Charles Walker (Residential) Ltd
Charlesworth Estates
Charrison Davis
Chequers Estate Agents
Cheshire Property Services
Chesterfield
Chilterns Ltd
Christopher Morris
Christophers Estate Agents
Church & Hawes
Churchill (West Sussex)
Churchill (Hertfordshire)
Churchill Estate Agents
Churchill Estates
Churchills
Churchills Estate Agents
Clarets Estate Agents
Clark Franks Independent Estate Agents
Clarke & Stewart
Clarke Gammon
Clifton & Co
Clive Austerberry Limited
Clive Lawrence & Co
Clive Watkin Partnership
Cole Rayment & White
Colette Gunter Limited
Colin Rickard
Colston & Colston
Connell
Cooke & Co Estate Agents
Cooney and Crane
Corben & Son
Cornerstone
Cory & Co
Cottons
Countrywide - Trading Styles:-
Abbotts
Austin Wyatt
Bairstow Eves
Beresford Adams
Bridgfords
Carson & Co
Chappell & Matthews
Daniel Henry
Dixons
Faron Sutaria
Fulfords
Heatheringtons
John D Wood
King & Chasemore
King & Chasemore
Mann & Co
Miller & Co
Palmer Snell
R A Bennett & Partners
Spencers
Taylors
Watson Bull & Porter
Countrywide Franchising - Trading Styles:-
Bairstow Eves Countrywide
County Estates
Courtenay Estate Agents
CPH Property Services
Cranswicks
Cross & James
Cumberland
Cundalls
Curchods
Curtis Haines
Curtis Haines
D B Roberts & Partners
D M Nesbit & Co
D W Smith & Co
Dafydd Hardy Estate Agents
Danetre Estate Agents
Daniel & Hirst
Daniels Estate Agents
Dart & Partners
David Ball Agencies
David Barton
David Berriman
David Bramall Estate Agents
David Davies Estate Agents
David Evans Estate Agents
David J Hawker
David Jaffe Partnership
David James
David James Estate Agents
David Nash Estate Agents
David Rhys & Co
David Richings Estate Agents
Davidson Partners
Davies & Partners
Davies Craddock
Davies, White & Perry
Davis & Latcham
Davis Brown
Davis Tate
Day Morris Associates
Dedman Property Services
Denford & Son
Denison's Estate Agents
Derek J Rolls
Derek Spires & Co
Derek Wood Residential
Dexters Estate Agents Limited
Dickinson Bowden
Dillons
Dixon Porter
Dockside Property Services
Domus Nova Limited
Donald Cope & Company
Douglas & Gordon
Douglas, Lyons & Lyons
Dove Davies & Partners
Downer & Co
Drawflight Estates Ltd
Drewes Distinctive Homes & Character Cottages
Drivers & Norris
Duncan Yeardley Estate Agents
Durrants
Eastender Estate Agents Ltd
Easylet
Eaton Estates
Eckersley White
Eden Group Property Services
Edward Gallimore
Edward Mellor
Edwards Estate Agents
Edwin Watson & Son
Eley Long & Co
Elphick Estate Agents
Elwood & Co
Emersons (Estate Agents) Ltd
Escrit & Barrell
Evans Estates
Ewing Self
Ewings
Falcon Property Services
Faulkner
Feather Smailes & Scales
FFS Estate Agents
Finlay Brewer Limited
Finns Estate Agents
First Residential Ltd
Fisher Wrathall
Fisks Estate Agents
Fletcher Estates
Forresters Ltd
Fortnam Smith & Banwell
Fosters Property Services
Fowlers
Fox-Kirk's Estates
Francis Cornes
Frank Harris & Company
Frank Hill & Son
Fraser & Co
Fraser Reeves Estate Agents
Fraser Wood Mayo & Pinson
Frost & Co (Parkstone) Ltd
Frost Brothers Ltd
Frost's Estate Agents
Fulljames & Slade
G A Key
G Crossley & Son
G K White & Co Ltd
G M Thompson & Co
Gadsby Orridge Limited
Gale & Power
Gareth L Edwards
Garner Lamb
Garrett, Anderson & Partners
Gary Berryman Estate Agents
Gaston Taylor Estate Agents
Geoff Foster & Daughter
Gerald R Vaughan Estate Agents
Gibbins Richards & Co
Gibson Gammon
Gibson Gammon
Gilbert & Thomas
Gilson Bailey
Gilson Bailey & Partners
Glenn Flegg & Company
Goddard & Co
Godfrey & Barr
Goldin Lemcke Ltd
Goldings
Gordon Vick & Partners
Graham Butt Estate Agents
Grants of Ringwood
Granvilles
Graves Son & Pilcher
Graveson Estate Agency
Green & May Estate Agents
Greenfield & Company
Gregory and Company
Gregory Residential
Gregson & Bellfield
Greys Estate Agents
Grier & Partners
Griffiths & Charles
Grounds & Company
Guardian Property Services
Gusterson Palmer
Guy Sherratt & Associates
Guy Simmonds
H C Blake & Co
H for Homes
H M Lawrence
H W White
Haigh & Sons
Hair & Sons
Halifax Estate Agency - ***Trading Styles:-***
Frank Farr
Gale Power
Hamptons
Hardimans
Harris & Company
Harris Latner
Harrison Estate Agents
Harrison Murray
Harrods Estate Agents
Harry Sutcliffe
Hassett Estate Agents
Hawkins Estate Agents
Healy Simpson
Henry Adams & Partners
Henry Smith
Henshaws Estate Agents
Herdson Humphries
Highfields Estate Agents
Hilbery Chaplin
Hillier Wilson
Hobbs & Webb
Hogarth Estate Agents
Holmes & Co
Holmes & Jardin
Holt & Osborne
Homestraight Limited
Honeywell Chartered Surveyors
Hoopers
Howick & Brooker Partnership
Hudson Moody
Hugh Grover Associates
Humphreys & Orr
Humphreys of Chester
Hunters (Yorkshire) Ltd
Hunters Estate Agents
Hunters Estate Agents
Hurford Salvi Carr
Hydes of Bristol
Ian Gibbs
Ian Smith Estate Agent
Inghams Estate Agents
Inman Residential
Irving & Sons
Irwin Fisher (Barking)
Iseard & Partners
Ivan Rose
J Merfyn Pugh
J R Property Services
James Hogg Estate Agents
Jackie Oliver & Co
Jacksons
Jacksons Estate Agents Ltd
Jacobs and Hunt Estate Agents
Jager Long
James Anderson (Estate Agents) Ltd
James Eley & Son
James Kenrick & Co
James Stuart Estate Agents and Valuers Limited
James Wilson & Son
Jason Whichelow Estate Agents
JDM Estate Agents
Jeffery Jones Partnership

Jeffrey Normie & Co
JHK Homes Limited
Joan Hopkin Estate Agent
John Arden & Company
John Bray & Partners
John Brown & Co
John Chivers Residential Ltd
John Couch "The Estate Agent"
John Fisk Company
John Fitton Independent Estate Agent
John G Dean
John Hall Estate Agents
John Nash & Company
John Sankey
John Shepherd
John Smale & Co
John Stokes
John Williams Land & Estate Agents
John Wood & Co
Jon Coombes Estate Agents
Jones Peckover
Jubb & Co
Kavanaghs
Kaye Mackenzie Estate Agents
Keatons Estate Agents
Keats Fearn
Keats Harding
Keats Hilder
Keats Marshall Bendall
Keats Martin
Keats Meehan
Keats, John Dowler
Keith Ashton Estates
Keith Chough Properties
Kelly Homes (UK) Ltd
Kennedy Estate Agents
Kent Estate Agencies Ltd
Kevin Henry Estate Agents
Kings Estate Agents
Kingsleys Estates Ltd
Kingston & Grist
Kingswood Estate Agents
Kingswood Estates
Kit Johnson Residential
Knight Goodwin
Knightsbridge Estate Agents & Valuers
L J Boyce
Lanes Property Agents
Lanes Property Agents (MK) Ltd
Lang & Co
Lanyons
LDG
Leaper Stanbrook
Legal & General - ***Trading Styles:-***
Adam Kennedy
C J Hole
Ellis & Co
Land & Co
Parkers
Simmon & Lawrence
Whitegates
Lenwell Property Services
Lewis Bond (Estate Agents)
Lifestyle Property Services Limited
Litchfields Limited
LMD Properties
Lords Estate Agents
Lucas Estate Agents
Ludlow Thompson
Lynch & Company
M Coleman Estate Agents
MAC Estates
Maggs & Allen
Malcolm J White
Mansbridge & Balment
Marc Allen Estate Agents
Marchand Petit
Marchants
Mark Templer & Company
Marler & Marler
Marshall Buck & Casson
Marshall Rodgers
Marshall's Estate Agents
Martin Treasure
Martyn R Cox & Co
Maslen Estate Agents Ltd
Masons of Billingshurst
May & Co
McAllisters
McClelland Salter
McHugh & Co
McKee & Co
McKenzie Estate
McKillop & Gregory
McRae Property
Meacocks & Jones
Mead Thompson
Meeching Estate Agents
Meldrum Salter Edgley
Melvyn Danes
Meridian Estates
Merryweathers
Michael Applegate & Partners
Michael C Adams
Michael Everett & Co
Michael Gould Property
Michael Gregory
Michael Hardy & Co (Wokingham)
Michael Jones & Co
Michael L Green Estate Agents
Michael Moody Residential
Michael Moon Estate Agents
Michael Tims & Co
Michael Vernon
Michael Weller & Co
Mike Anton & Associates
Mike Dobson (Estate Agents) Ltd
Miles & Son
Miller Metcalfe Kirkpatrick
Millers Chartered Surveyors & Estate Agents
Millers of Hayling
Mills and Company
Mitchells Estate Agency
Moore Allen & Innocent
Morgan Beddoe
Morgan Berry
Mortimer Gorse & Ross
Moving Works
Movingspace Limited
Mullucks Wells & Associates
Mundy & Co
Murrays Estate Agents
Neal Smith Partnership
Neal Sons & Fletcher
Network Homes
Newey Property
Newman Estate Agents
Newstead Estates
Newton & Derry
Newton Derry & Moore
Niall Maneely
Nicholas Belt (Estate Agency)
Nicholas C Evans
Nicholas Craddock Estate Agents
Nicholas Zorab Estate Agents
Nicholsons Estate Agents (Epping)
Nick Carver Estate Agents
Nigel Dixon & Co
Nigel Legrand
Nigel Naish & Co
Nock Deighton
Norgans Surveyors and Estate Agents
Norman Hope & Mann
Normans Estate Agents
Northfields Estates
Northumberland & Cumbria Estates
Nottingham Property Services Limited
Nye & Co
Oak Residential Ltd
Ocean Estate Agents
Oliver Miles Estate Agents
Oliver Minton Estate Agents
Parkers Estate Agents
Parkers Property Services
Patchings
Paul Fox
Paul Jackson Auctioners & Estate
Paul Jeffreys Independent Estate Agents
Paul Johnson Property Consultants
Paul Murray (Town & Country Properties)
Paul Twyneham & Co
Payton Jewell Caines & Hurry
PDQ
Peachey Loak
Peacock Christmas
Pell & Co
Perhay Country Property Search
Peter Alan Limited
Peter Davies & Co
Peter Hampshire Period Homes
Peter James Estates
Peter Large Estate Agents
Peter Mountain
Peter Roffey
Petermans
Philip A Chapman
Philip Laney & Jolly (Malvern)
Philip Phillips & Co
Phillips & Stubbs
Phillips Property Services
Phillips Residential Ltd
Phillips Smith & Dunn
Pilgrims
Porters Estate Agents
Portfield Garrard & Wright
Potter & Co
Premier Move
Preston Bennett Holdings Ltd
Primedale Residential
Priors Estate Agents
Proffitt & Holt Partnership
Property Express
Property Zone
Pulver Carr Partnership
Putterills of Hertfordshire
Putterills of Hertfordshire (Hitchin)
Putterills of Hertfordshire (Knebworth)
Putterills of Hertfordshire (Welwyn)
Putterills of Hertfordshire (Wheathampstead)
Pygott & Crone
Quealy & Company
Quilliam Property Services
R H Ellis & Sons
Rainbow Reid Estate Agents
Rand Estate Agents
Rash & Rash
Ravens & Co
Reads Davies
Redferns (Topsham/Exmouth)
Redwell Estates
Rees Richards & Partners
Rennick Stark Partnership
Renshaw Estates
Rentals & Sales
Ribchester Associates
Richard Babington & Partners
Richard Dolton
Richard Etherington & Company
Richard Gaby & Co
Richard Harding
Richard Kendall Estate Agent
Richard Poyntz & Company
Richard Stubbs
Richards & Co
Richards Estate Agents
Richardson & Smith
Richardsons
Rickitt Grant
Right Properties
Rive Estate Agents
Robert Aston & Company Ltd
Robert Hale Estates
Robert Wildmore Estate Agents
Robertson Phillips
Robin Cruikshanks
Robinson Sherston
Roderick Wightman
Roger Marsh & Co
Roger N Coupe Estate Agents
Roger W Dean & Co Ltd
Rooke, Wood & Miller
Roscoe Rogers & Knight
Rosiman Estates
Rounce & Evans
Rouse Estate Agents
Rowan Webster & Co
Roy James Fancy Town & Country Homes
Russell & Co
Russell Residential
Russell Cope Estate Agents
Russell Residential
Russell-Collins & Co
Ruxton Independent Estate Agents & Valuers
Ryder & Dutton
Salvesens
Sanders Oakenfold
Sanderson Taylor Partnership
Sandford & Cooper Estates
Sansome & George (Berkshire) Ltd
Sawyers Estate Agents
Saxton & Co
Select Estates
Seth's Estate Agents
Setter & Lee (Chew Magna)
Setter & Lee (Wrington)
Sequence Uk Ltd - ***Trading Styles:-***
Allen & Harris
Bagshaws Residential
Barnard Marcus
Brown & Merry
Fox & Sons
Gribble Booth & Taylor
Jones & Chapman
Manners & Harrison
Roger Platt
Shipways
Swetenhams
William H Brown
Sheffords
Sheppards
Sheridan's
Sherriff Mountford
Sibley Pares & Partners
Silver Service Estate Agents
Simpsons Estate Agents
Sims-Williams
Singer & Singer
Slades Estate Agents
Smart Homes
Solent Estates
Sowerbys
Spencer Kennedy Estate Agents
Spencers (Bridlington)
Spread Agency
Stephen Burns & Co
Stephen McIntyre & Co Ltd
Stephen Uren & Co
Stephenson Browne Estate Agents
Stevens Estate Agents
Stonebridge & Company
Stonegate Estates Ltd
Straker & Co
Sue Brown Independent Estate Agents
Sunderlands
SW Property Centre
Sworders Estate Agents
Tmx Corporation Ltd - ***Trading Styles:-***
Bailys
Darlows
Felicity J Lord
Haart
Spicer McColl Ltd
T Rabbitt & Company
Tayler & Fletcher
Taylor Riley
Templemans Estate Agents
Thames Valley Properties
Thatchers
The Accommodation Shop
The Brampton Partnership
The Eric Cairns Partnership
The Home Office Estate Agency
The Ian Jones Partnership
The JNP Partnership
The London Mews Company Ltd
The Martin Smith Partnership
The Mather Partnership
The Rayner Property Group
The Reid Partnership
Thimbleby & Shorland
Thomas Morris Estate Agents
Thomas Orr Ltd
Thomas William Gaze & Son
Thompson & Partners
Thompsons Residential
Thomson Currie
Todd & Hartridge
Tom Clarke & Co
Tom Morgan Estate Agents & Valuers
Tony Newman Estate Agents
Tops Property Services
Town & Country Estate Agents
Town & Country Property Services
Tredinnick & Bower
Trend & Thomas
Tudor
Turner Evans Stevens Ltd
Underwood Payne & Co
U-Seek Property Services
Valerie Loveland Estate Agents
Venmore Thomas & Jones
Venmore Thomas & Jones (Prescot) Ltd
Vickery & Co
Villas Abroad
Vivien Horder Estate Agents
Volker & Volker
W P J Millers
W R Lee & Co
Waite & Co
Walkers Estate Agents
Ward & Chowen
Warmans
Warwick Baker
Waterfall Durrant & Barclay (West Byfleet)
Waterfall Durrant & Barclay (Woking)
Waterfords
Watts & Sons
Waycotts
Weale & Hitchen
Webbers Property Services (Exmoor)
Webbers Property Services Limited
Webbs Estate Agents
West Cornwall Home Office
Wetherell
White & Eddy
White & Sons
Whitt, Yeates & Ridley
Whitton & Laing
Wicks & Pierce
Wickson & Orr
Wild & Griffiths
Wilkie & Evans
Wilkie & Hemming
Wilkins & Partners
Wilkins Vardy Residential
Wilkinson Byrne Estate Agents
Williams & Goddwin
Williams Estates
Williams Parry Richards
Willmotts Estate Agents
Willsons
Wilson Hawkins Plc
Wilsons Estate Agents
Windsors Independent Estate Agents
Winkworth
Woodcock & Son
Woodhall Properties
Woodlands Estate Agents
Woods Estate Agents & Auctioneers
Woolley & Wallis
Wright & Co
Wright & Wright (Nuneaton)
Yates & Company
Yellow Estate Agency Ltd
Your Move
Yule Brown & Co

CEASED MEMBERSHIP DURING 2002

A W Vint & Sons
Antony Welton & Partners
Bishop Estate Agents
Burnell's
Canter & Francis
Chris John & Partners
Country Properties
Daniel McGeown & Company
Fuller Gilbert & Co Ltd
Goddard & Jones
Goldsborough Estates
James Burling Estate Agents
Langford Russell
Paul Wallace (Residential)
Pike Smith & Kemp
Shepherd Sharpe
Spencers
Stirling & Bentley
The Bulman Partnership
Young & Manser Ltd