

SMALLHOLDINGSALES
Platform Terms & Conditions

Terms for buyers, private sellers and solicitors

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IMPORTANT DRAFTING NOTE. This is a working draft for review by a solicitor qualified in England and Wales. It is not legal advice and should not be published until the operational checks listed at the end have been completed.

1. About these Terms

These Terms govern your access to and use of the SmallholdingSales website, marketplace, account areas and related features (the “Platform”). The Platform is operated by SMALLHOLDINGSALES LIMITED (“SmallholdingSales”, “we”, “us” or “our”).

By creating an account, listing a property, submitting or responding to an offer, appointing a solicitor through the Platform, or using a feature that requires acceptance of these Terms, you agree to them.

2. What the Platform does

SmallholdingSales is an online marketplace intended to connect people interested in rural property, including smallholdings, farms, equestrian property, rural homes, land and derelict or renovation properties. The Platform supports three account types: buyers, private sellers and solicitors.

- Buyers can browse or receive property matches, contact sellers, request viewings, submit offers and use the Purchase Tracker where available.
- Private sellers can advertise property, respond to enquiries and viewing requests, communicate with buyers, receive and respond to offers, and use the Sales Tracker where available.
- Solicitors can create a professional account, provide service and pricing information, communicate with clients who contact or appoint them through the Platform, and update conveyancing milestones where the relevant functionality is available.

SmallholdingSales provides technology and communication tools only. We are not a party to a property sale, estate agent, conveyancer, solicitor, surveyor, valuer, lender, mortgage adviser or provider of legal, tax, planning, financial or other professional advice.

3. No agency, advice or transaction guarantee

A listing, match, message, viewing request, offer, counter-offer, offer status or tracker entry is not a guarantee that a transaction will proceed. We do not negotiate or act as agent for either party and do not decide whether an offer should be accepted.

Any property transaction is between the buyer and seller. The parties are responsible for obtaining their own professional advice, agreeing terms, complying with applicable law and completing all required legal steps. In England and Wales, a property transaction may not become legally binding until the required formalities have been completed; users should ask their own solicitor when they are legally committed.

4. Accounts and user types

You must provide accurate, current information, keep your credentials secure and use only your own account. You must promptly correct material inaccuracies and tell us if you suspect unauthorised account access. You must be legally capable of entering into the relevant arrangements.

The Platform is intended for adults. We may restrict, suspend or close an account where reasonably necessary to protect users, investigate misuse, comply with law or enforce these Terms.

5. No background checks or verification

Unless we expressly state otherwise for a specific check, SmallholdingSales does not conduct background checks on buyers or private sellers and does not independently verify a user's identity, financial position, creditworthiness, intentions, ownership of a property, authority to sell, title, boundaries, planning status or the accuracy of information they provide.

Registration, account approval, listing review, a verified-looking profile, a solicitor profile or use of a Platform feature must not be treated as a recommendation, endorsement, guarantee of identity, proof of ownership or confirmation of professional standing. Users must carry out their own checks before relying on another user or proceeding with a transaction.

6. Private seller obligations

By listing a property, you confirm that you own it and are legally entitled to advertise and sell it, or that you have authority from the person or persons who are entitled to do so. You are responsible for the accuracy, completeness and legality of your listing and for updating it when material information changes.

- You must not post false, misleading, fraudulent or unlawful information or omit material information in a way that makes a listing misleading.
- You must have the rights and permissions needed to upload photographs, videos, documents and other content.
- You must respond honestly to enquiries and offers and comply with applicable property, consumer-protection and advertising laws.
- You are responsible for arranging access to the property safely and lawfully and for deciding who may attend a viewing.

We may review, reject, suspend or remove a listing, but any review is a platform moderation step only and does not amount to due diligence or verification.

7. Digital Platform Seller Information

SmallholdingSales may be required to collect and verify certain information about sellers under applicable digital-platform reporting legislation and may be required to report certain information to HMRC.

This reporting is separate from verifying a seller's ownership of, or legal title to, a property.

Where applicable, sellers must provide complete and accurate information requested for these purposes and promptly update it if it changes.

Providing information for digital-platform reporting does not mean that SmallholdingSales has independently verified the seller's legal entitlement to sell a particular property.

8. Buyer obligations and due diligence

Buyers are responsible for making their own enquiries and obtaining independent professional advice before making an offer or entering into a transaction. Checks may include title and ownership, boundaries and acreage, access, services, drainage, rights of way, covenants, planning and development restrictions, listed status, environmental or flood risks, condition, structural issues, tenancy arrangements and any other matters relevant to the property.

Do not rely solely on listing details, photographs, videos, seller statements, automated matches, messages or information displayed by the Platform. Verify all material facts directly with the seller and your chosen professional advisers.

9. Offers, counter-offers and acceptance

The Platform may allow buyers to submit offers and sellers to accept, reject or counter them. These are communication and record-keeping tools. SmallholdingSales does not assess whether an offer is suitable, confirm that a user has authority to make or accept it, verify the source of funds, hold a deposit, act as an escrow agent or guarantee that an offer or acceptance is genuine, complete, enforceable or legally effective.

- Buyers and sellers are solely responsible for the content, accuracy and consequences of offers, counter-offers and acceptance actions made through their accounts.
- Before accepting an offer, sellers should satisfy themselves as to the buyer's identity, funding, conditions and ability to proceed, using independent professional advice where appropriate.
- Before making or relying on an offer, buyers should check the seller's authority and the property's material details and obtain appropriate advice.
- A Platform status such as "accepted" records the action entered by a user. It is not a representation by SmallholdingSales that a binding contract has been formed or that either party will complete.
- Users must promptly contact their own solicitor to confirm the legal effect of any agreed terms and the steps required to progress the transaction.

To the fullest extent permitted by law, SmallholdingSales is not responsible for disputes, losses, delays, misrepresentations, failed transactions, withdrawn offers, counter-offers, acceptance actions, failure to exchange or complete, or the conduct or solvency of buyers or sellers. This clause does not exclude liability that cannot lawfully be excluded.

10. Solicitors and conveyancing

The Platform may allow users to find, contact or appoint a solicitor and may display information or pricing supplied by a solicitor. Solicitors act independently and are responsible for their own services, advice, professional duties, client onboarding, conflict checks, identity checks, client-care information, fees, disbursements, regulatory compliance and complaints process.

SmallholdingSales is not a law firm, does not provide conveyancing services and does not supervise or control the legal advice a solicitor gives. A solicitor's presence on the Platform is not an endorsement or guarantee of suitability, competence, availability, regulatory status, pricing or outcome. Users must independently verify the solicitor's identity, authorisation, experience, scope of work, terms of engagement, fees, disbursements and any additional charges before appointment.

Any displayed fee or pricing bracket is information supplied by the solicitor and may exclude searches, disbursements, taxes, third-party costs or additional work unless expressly stated otherwise. The solicitor's engagement letter and terms govern the legal services, not these Platform Terms.

11. Sales Tracker and Purchase Tracker

Where a solicitor appointed through the Platform participates in the tracking feature, the Platform may display milestones and status updates supplied by users or solicitors. The tracker is an administrative aid only; it is not a legal opinion, guarantee of progress, confirmation that a legal step is complete, or substitute for direct communication with your solicitor.

If you use your own solicitor outside the Platform's solicitor workflow, some tracking features may not be available and you may be required to update the transaction status yourself. Tracker information may be delayed, incomplete or inaccurate. Always confirm important dates, requirements and completion status with your solicitor.

12. AI Virtual Renovation

SmallholdingSales may provide an AI-powered visualisation feature allowing registered users to create illustrative images showing how a property photograph might look following proposed changes.

AI visualisations are provided for inspiration only.

An AI visualisation is not a photograph of the actual property; does not represent the property's actual condition; does not establish dimensions or materials; is not a design or architectural specification; is not a survey or structural advice; and does not establish planning permission, development consent or building-regulation approval.

Users must obtain appropriate professional advice before relying on proposed alterations or development.

The original seller photograph remains unchanged.

SmallholdingSales does not guarantee that an AI-generated visualisation is technically, structurally, financially or legally achievable.

AI-generated outputs may contain inaccuracies or visual artefacts.

13. Communications, viewings and user conduct

The Platform may facilitate messages, enquiries and viewing requests. Users are responsible for their communications, arrangements, safety, attendance and conduct. We do not guarantee that a message will be read, that a viewing will take place or that a user will attend. Users must not harass, threaten, defraud, impersonate, spam or unlawfully discriminate against another user.

14. Fees, payments and refunds

Any listing fee, optional service fee or other charge will be shown before purchase. Payment may be processed by a third-party provider such as Stripe and is subject to that provider's terms. We do not intend to store full card details where these are handled directly by the payment provider.

Any cancellation or refund terms shown at checkout form part of the relevant purchase. Nothing in these Terms removes statutory consumer rights or cancellation rights that cannot lawfully be excluded.

15. Content and intellectual property

You retain ownership of content you own and upload. You grant SmallholdingSales a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, display, format and technically process it as reasonably necessary to operate, secure, provide and promote the Platform and the relevant listing or feature. You confirm that you have the rights needed to grant this licence.

The SmallholdingSales brand, software, design and platform materials are owned by us or our licensors. You may not copy or commercially exploit them without permission.

16. Platform availability and moderation

We aim to keep SmallholdingSales available and functional but do not guarantee uninterrupted availability. The Platform may occasionally be unavailable because of maintenance, software updates, security measures, infrastructure failures, third-party service failures or circumstances outside our reasonable control.

We may change, improve, suspend or discontinue features from time to time, subject to applicable law.

17. Limitation of liability

Nothing in these Terms excludes or limits liability where doing so would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any consumer rights that cannot be excluded.

Subject to that limitation and to the extent permitted by law, SmallholdingSales is not liable for losses arising from user-supplied information; the identity, conduct, authority, solvency or intentions of a buyer or seller; a seller's ownership or authority to sell; property condition or legal status; an offer, counter-offer, acceptance or failed transaction; a solicitor's services or advice; a user's decision to appoint a solicitor; delays or inaccurate tracker updates; or a third-party service outside our reasonable control.

We provide a digital marketplace and related tools, not a guarantee of a sale, purchase, legal outcome or financial result. Nothing in this clause removes any duty or liability that the law does not allow us to remove.

18. Indemnity

To the extent permitted by law, you may be responsible for reasonable losses and costs we incur as a direct result of your fraud, unlawful conduct, infringement of another person's rights or material breach of these Terms. This does not apply to the extent a loss was caused by our own breach of law.

19. Privacy and cookies

Our Privacy Policy explains how we process personal data. Our Cookie Policy explains our use of cookies and similar technologies. These documents should be read alongside these Terms.

20. Third-party services

SmallholdingSales may use third-party services including payment providers, video-hosting services, mapping services, cloud infrastructure, analytics or security services, AI services and communication services.

Third-party services may be subject to their own terms and privacy policies. Users should review those terms and policies where relevant.

To the extent permitted by law, SmallholdingSales is not responsible for the availability or operation of third-party services outside our reasonable control.

21. Suspension, termination and changes

You may stop using the Platform at any time, subject to outstanding obligations. We may suspend or terminate access where permitted by law and these Terms. We may update these Terms; where a change materially affects users' rights or obligations, we will provide notice where required. The version and effective date will be displayed on the Platform.

22. Complaints, governing law and contact

Please contact info@smallholdingsales.com with a complaint or question. These Terms are governed by the law of England and Wales, subject to any mandatory consumer rights and jurisdiction rules that apply.