

- whether the business has used threatening language or threatened to take legal action against a consumer that cannot legally be taken.

4.18 Here are some illustrative **examples of aggressive practices**. It is not an exhaustive list. In each case, the test is whether the average consumer's freedom of choice or conduct is (or would be likely to be) impaired and, as a result, they take (or would be likely to take) a different transactional decision.

When you gain new clients and instructions

- Imposing onerous or disproportionate requirements which prevent a client from exercising rights to terminate an agreement or switch to another property sales business.
- Refusing to allow a consumer to cancel their contract with you, where a cancellation period applies and has not expired.

When you market property

- Pressurising a potential buyer to use associated services, for example to take out a mortgage through the in-house mortgage advisor or to use a particular firm of solicitors or licensed conveyancers.

When you negotiate and make sales

- Pressurising (for example by persistent and/or aggressive telephone calls) the buyer to act quickly to put in an offer, raise their price, skip the survey, finalise the sale and/or exchange contracts.
- In order to make commission quickly, pressurising a seller client to accept an offer at a lower price than is reasonable for their property, for example by telling them that they cannot get a better offer.
- Pursuing commission to which you are not entitled.

When you deal with complaints

- Intimidating, pressurising or coercing consumers into dropping complaints against your business, for example by the use of threatening or abusive