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**RESIDENTIAL LETTINGS AGENCY TERMS AND CONDITIONS  
(FULLY MANAGED)**

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These Terms and Conditions apply when Blue Bricks Estates Ltd ("**Agent**") is appointed to secure the letting of a residential property on an assured shorthold tenancy and to manage the property during the tenancy. The Terms and Conditions form the basis of the Owner's contract with the Agent so please read them carefully before signing the Appointment Form.

**1. Definitions**

<b>"Agency Period"</b>	means the Introduction Period and the Management Period;
<b>"Appointment Form"</b>	means the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as agent;
<b>"Applicable Tenancies"</b>	means those tenancies in England listed in section 9B of the FFHH Act;
<b>"Commission"</b>	means the sum of the Letting Commission (or as the case may be the Renewal Commission) and the Management Commission, which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract;
<b>"Common Parts"</b>	means the common/shared areas of the building in which the Property forms part and which the Owner has an estate or interest; Homes (Fitness for Human Habitation) Act 2018;
<b>"FFHH Act"</b>	
<b>"HHSRS Regulations"</b>	means The Housing Health and Safety Rating System (England) Regulations 2005 or (if the Property is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2006;
<b>"Introduction Period"</b>	means the period starting on the date this contract comes into force and ending when a tenancy agreement is signed in relation to the Property;
<b>"Management Commission"</b>	Blue package: means it will be 7% of the Rent due in relation to the Property for the whole term of the tenancy agreement Blue Premier package: means it will be 10% of the Rent due in relation to the Property for the whole term of the tenancy agreement
<b>"Management Period"</b>	means the period starting when a tenancy agreement is signed in relation to the Property and ending when this contract is terminated;
<b>"Owner"</b>	means the owner of the Property;
<b>"Property"</b>	means the property identified in the Appointment Form;
<b>"Redress Schemes Order"</b>	means the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014;
<b>"Rent"</b>	means the rent payable by a tenant of the Property under a tenancy agreement;
<b>"Security Deposit"</b>	means a security deposit received from a tenant in respect of possible breaches of the tenant's obligations in the tenancy agreement.

- 1.1 Any reference in these Terms and Conditions to “writing”, or cognate expressions, includes a reference to any communication effected by e-mail, telex, cable, facsimile transmission or similar means.
- 1.2 Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.

## 2. Appointment of Agent

- 2.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties referred to in clause 3.
- 2.2 Unless otherwise stated in the Appointment Form, the Owner shall not during the Agency Period appoint any other person as the Owner’s agent for the purposes mentioned in clause 2.1.

## 3. The Agent’s Duties

- 3.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.
- 3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, including a written description, photographs and the Agent shall include them in its printed advertising materials and add them to its website.
- 3.3 The Agent shall give the Owner advice on the Property’s rental value.
- 3.4 The Agent shall:
  - 3.4.1 if requested by the Owner and at the Owner’s cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing; and
  - 3.4.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.
- 3.5 The Agent will be unable to market the Property unless a valid EPC is available and either:
  - 3.5.1 the Property has an energy efficiency rating between A-E (inclusive); or
  - 3.5.2 a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 3.6 The Agent shall:
  - 3.6.1 if requested by the Owner and at the Owner’s cost, arrange for gas and electricity safety checks to be carried out in order to comply with the Owner’s obligations in the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994; and
  - 3.6.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing report before they occupy the Property.
- 3.7 If it appears to the Agent that there are or may be at the Property any of the “hazards” specified in the HHSRS Regulations the Agent shall either:
  - 3.7.1 advise the Owner of the hazards and the steps that need to be taken; or
  - 3.7.2 recommend that the Owner seek advice from a suitably qualified person.
- 3.8 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for work to be carried out at the Property:
  - 3.8.1 in order to minimise the hazards specified in HHSRS Regulations;
  - 3.8.2 in response to a notice or order issued by the local authority under the HHSRS Regulations.
- 3.9 Subject to clause 3.11, if it appears to the Agent that the Property and/or Common Parts are not “fit for human habitation” as defined in the FFHH Act at any time during the tenancy, the Agent shall either:
  - 3.9.1 advise the Owner of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or
  - 3.9.2 recommend that the Owner seek advice from a suitably qualified person.
- 3.10 Subject to clause 3.11, the Agent shall, if requested by the Owner and at the Owner’s cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from

any third party have been obtained):

- 3.10.1** in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act;
  - 3.10.2** in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;
  - 3.10.3** in response to any claims or proceedings issued by the tenant under the FFHH Act; and
  - 3.10.4** in order to comply with an order issued by the courts under the FFHH Act.
- 3.11** Clauses 3.9 and 3.10 above shall only apply to Applicable Tenancies.
- 3.12** The Agent shall, if requested by the Owner and at the Owner's cost:
- 3.12.1** arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015;
  - 3.12.2** check that each alarm is in proper working order on the day a new tenancy begins;
  - 3.12.3** carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- 3.13** The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.
- 3.14** The Agent shall gather relevant information from potential tenants which will enable the Owner to consider the suitability of the tenant (and any guarantors) and to take up appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement.
- 3.14.1** The Agent holds the right to change the tenant(s) residing at the Property and replacing at the Property with more suitable tenant(s) on necessary occasions that the Agent deems fit; (such as a renewal of tenancy or if the tenant(s) have abandoned the Property or the tenant(s) have breached the terms of the tenancy agreement) the Agent shall hold this right without requiring the Owner's consent.
- 3.15** The Agent shall prepare a holding deposit agreement if a holding deposit is to be collected. The Agent shall sign the holding deposit agreement on behalf of the Owner.
- 3.16** The Agent shall comply with all relevant legislation in respect of holding deposits in the private rented sector.
- 3.17** The Agent shall, if requested by the Owner and at the Owner's cost, arrange for:
- 3.17.1** an inventory of the Property (to include a photographic schedule of condition) to be prepared by an independent inventory clerk;
  - 3.17.2** the inventory clerk to conduct a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant; and
  - 3.17.3** the inventory clerk to conduct a "check-out" with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory.
- 3.18** The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant.
- 3.19** The Agent shall sign the tenancy agreement on behalf of the Owner.
- 3.20** The Agent shall not permit the tenant to occupy the Property until the tenant has:
- 3.20.1** signed the tenancy agreement;
  - 3.20.2** paid to the Agent in cleared funds the first month's rent;
  - 3.20.3** paid to the Agent in cleared funds a Security Deposit equivalent to five weeks' rent; and
- 3.21** The Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.22** The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- 3.23** Subject to the Agent possessing the necessary information (such as the names of the providers and the relevant account numbers) the Agent shall notify the Local Authority Council Tax department and any utilities companies and other service providers of the identity of the new tenant.

- 3.24** Subject to the Agent being in funds (either by way of a float provided by the Owner or through rent paid by the tenant) the Agent shall pay outgoing payments relating to the Property on the following basis:
- 3.24.1** the Agent shall not pay outgoing payments which fall to be paid by the tenant in occupation of the Property (such as Council Tax, utilities bills and charges for other services such as telephone and broadband) but the Agent shall pay such charges insofar as they relate to a period when the Property was unoccupied;
  - 3.24.2** the Agent shall pay ground rent, service charge and other sums due to the Owner's landlord or the landlord's managing agent or any management company;
  - 3.24.3** the Agent shall not make any payment unless it has received an invoice or demand;
  - 3.24.4** the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.
  - 3.24.5** The Owner cannot accept any payments towards rent or any other disbursements whatsoever directly from the tenant at any point unless the Owner receives a written authorisation from the Agent on all occasions.
- 3.25** The Agent shall demand and receive rent on behalf of the Owner in accordance with the terms of the tenancy agreement.
- 3.26** If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.
- 3.27** The Agent shall inspect the Property every six months.
- 3.28** The Agent shall, if requested by the Owner and at the Owner's cost, conduct more frequent inspections of the Property and shall report its findings to the Owner.
- 3.29** The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 3.30** The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- 3.31** The Agent shall be responsible for the day-to-day management of the Property, including minor repairs, maintenance and replacements, on the following basis:
- 3.31.1** the cost of any maintenance, repairs or replacements shall be borne by the Owner;
  - 3.31.2** if the cost of the work on any one occasion is less than £150.00 the Agent may arrange for the work to be done without reference to the Owner;
  - 3.31.3** if the cost of the work on any one occasion is £151.00 or more the Agent shall contact the Owner to obtain permission to proceed with the work;
  - 3.31.4** if the work needs to be done urgently and it is not practicable to obtain the Owner's permission the Agent may arrange for the work to be done without the permission of the Owner.
  - 3.31.5** the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing in excess of one month's rental equivalent.
- 3.32** The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property.
- 3.33** If there are insufficient funds to pay the Commission or to top up the float the Agent shall notify the Owner of the sum required from the Owner.
- 3.34** If:
- 3.34.1** a tenancy agreement is terminated pursuant to a break clause; or
  - 3.34.2** a tenant vacates the Property before the end of a period for which commission has been paid, the Agent shall retain the Letting Commission.
- 3.35** The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 3.36** The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.

- 3.37 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.
- 3.38 The Agent will comply with all relevant legislation on the charging of fees in the private rented sector.
- 3.39 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 3.40 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

#### **4. Legal Proceedings**

- 4.1 The Agent is not responsible for any legal steps for recovery or repossession of the Property. Appearance before any Court or Tribunal will be by special arrangement and the Agent's fee for attending court at the Owner's request is £200.00 per day or any part thereof. The Agent will not accept service of legal proceedings on the Owner's behalf.

#### **5. Exclusion of Liability**

- 5.1 The Agent will carry out all services with reasonable care and skill. However, the Agent is unable to guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Owner for such events.

#### **6. Rent Arrears/ Breaches of Covenant**

- 6.1 It is the Owner's responsibility to take all necessary steps to ensure that actions are taken to protect their interests, including instructing solicitors and commencing legal proceedings to preserve their rights and recover arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against the Owner in connection with the Property. All costs and disbursements incurred including legal costs will be payable by the Owner.

#### **7. Houses in Multiple Occupation (HMO)- Housing Act 2004**

- 7.1 The Owner's Property will require a mandatory licence if it has five or more occupiers who do not form one household and who share kitchen or bathroom facilities. It is the Owner's responsibility to obtain a licence and to comply with any conditions imposed by the local authority when granting it.
- 7.2 Local authorities can enforce discretionary licencing and it is the Owner's responsibility to check whether the Property is subject to discretionary licencing. If the Property requires a licence it is the Owner's responsibility to obtain and pay for one.
- 7.3 The Agent shall work with a Housing Association of their choice and negotiate a payment plan and term options available on behalf of the Property Owner and continue to act as the commissioner for a reasonable monthly fee.
- 7.4 So long as the Property continues to be rented as a HMO by a Housing Association referred from the Agent, the Owner shall cease the right to cancel the contract regardless of the term duration.

#### **8. Amendments**

- 8.1 Agent's may change or add to the terms of these terms of business, including the schedule of fees. The Agent will notify the Owner if any such change will affect the service that we offer.

#### **9. The Owner's Commitments**

- 9.1 The Owner confirms that they are the Owner(s) of the Property and are entitled to let it out on an assured shorthold tenancy. In particular the Owner confirms that:
  - 9.1.1 any consent required from a freeholder or superior landlord under the terms of the Owner's lease;
  - 9.1.2 any consent required from the Owner's mortgagee; and
  - 9.1.3 any consent required from the Owner's insurershas been obtained or will be obtained before any tenancy agreement is signed.
- 9.2 The Owner shall provide the Agent with two sets of keys to the Property and confirms that the Agent may make further copies of the keys as necessary.

- 9.3** The Owner shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 9.4** The Owner understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:
- 9.4.1** the Owner shall before a tenancy commences either:
- a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or
  - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner);
- 9.4.2** the Owner shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:
- a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
  - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner) before the expiry date.
- 9.5** The Owner understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994. In particular:
- 9.5.1** the Owner shall ensure that all electrical equipment provided by the Owner at the Property complies with the Regulations; and
- 9.5.2** the Owner shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.
- 9.6** The Owner understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Owner).
- 9.7** If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 9.8** The Owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Owner shall comply with those obligations.
- 9.9** The Owner is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- 9.10** The Owner is aware of the statutory obligations placed on residential landlords by the FFHH Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Owner will also comply with any orders issued by the courts under the FFHH Act.
- 9.11** The Owner understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. In particular:
- 9.11.1** the Owner shall before a tenancy begins either:
- a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
  - b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner);
- 9.11.2** the Owner shall either:
- a) check that each alarm is in proper working order on the day a new tenancy begins; or
  - b) instruct the Agent to conduct such a check (at the cost of the Owner);
- 9.11.3** the Owner shall either:
- a) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or
  - b) instruct the Agent to carry out such remedial action (at the cost of the Owner).

- 9.12** The Owner shall pay to the Agent in accordance with these Terms and Conditions:
- 9.12.1** the Commission; and
  - 9.12.2** any other charges identified in the Appointment Form or otherwise agreed between the Owner and the Agent.
- 9.13** If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.
- 9.14** At the commencement of a tenancy the Owner shall provide the Agent with a float of up to £250.00 to meet expenditure on behalf of the Owner (if required).
- 9.15** The Owner shall notify the Agent if the Owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
- 9.16** The Owner understands their obligations under the Tenant Fees Act 2019 and Renting Homes (Fees etc.) (Wales) Act 2019 as Landlord and will comply with these obligations.
- 9.17** Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Owner's agent.
- 9.18** The Owner's responsibilities towards tenants:
- 9.18.1** The Owner must ensure that they provide any tenants who are living at the Property with their right of Quiet Enjoyment
  - 9.18.2** The Owner cannot interfere, disrupt living of the tenants or break into the Property at any time during the tenancy period. Disruptions of Quiet Enjoyment may constitute a legal nuisance.
  - 9.18.3** The Owner cannot attempt to contact or communicate with the tenant during the tenancy period unless authorised by the Agent in writing to the Owner for every occasion. This allows the Agent to provide the tenants with the relevant notice required and prevents any breach of Quiet Enjoyment.
- 9.19** Empty Property:
- 9.19.1** Once a property is untenanted, the Owner must take steps to ensure the Property is monitored, the Agent will not take responsibility for the security of empty Properties.
- 9.20** Property Repairs:
- 9.20.1** The Agent will notify the Owner prior to any repairs that need to be carried out at the Property. If there are works necessary, the Agent will obtain quotes on the Owner's behalf and upon consent will carry out the work for an administration charge.
  - 9.20.2** In an emergency, the Agent reserves the right to instruct their own panel of contractors without the Owner's consent up to maximum expenditure limit of up to £150.00.
  - 9.20.3** Under the terms of this contract it is the Owner's responsibility to carry out repairs to the Property or it's contents.
  - 9.20.4** In any event, the Property consists of any damages or misuse to fixtures and fittings, the Owner must seek legal advice to take actions towards the tenants. The Agent would not be liable for damages and misuse to fixtures and fittings.
- 9.21** Sale of the Property
- 9.21.1** If a tenant introduced by the Agent proceeds to purchase the Property, a commission of 1.5% of the negotiated purchase price would be payable on legal completion of the sale.

## **10. Duration and Termination of Agency Contract**

- 10.1** The contract between the Owner and the Agent shall come into force on the date specified in the Appointment Form and shall continue until terminated, subject to the following provisions.
- 10.2** During the Management Period the Agent may terminate the contract by giving to the Owner not less than one month written notice.
- 10.3** During the Management Period the Owner may terminate the contract by giving to the Agent not less than three months' written notice (subject to clause 10.4).

- 10.4** Contract Termination by Owner:
- 10.4.1** the Owner cannot cancel the contract if the tenants are introduced by the Agent unless a fee is paid to the Agent.
  - 10.4.2** If the contract remains between the Owner and the Agent, then the Owner must pay three months rental equivalent as the fee or;
  - 10.4.3** If the contract between the Owner and the Agent has expired, then the Owner must pay two months rental equivalent as the fee.
- 10.5** Upon the termination of the contract between the Agent and the Owner during the Management Period:
- 10.5.1** the Agent shall cease to manage the Property and take any further instructions from the Owner;
  - 10.5.2** the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).
  - 10.5.3** The Owner shall have no claim against the Agent with respect to any damages to the Property including fixtures and fittings before or after the tenancy.
- 10.6** The rights to terminate the contract given by this clause 10 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 10.7** If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than one months written notice to the Agent within 14 working days after the notice from the Agent was given, to terminate the contract.

## **11. Renewal or Continuation of Tenancy**

- 11.1** The Agent shall contact the tenant before the end of the term of the tenancy agreement to establish whether the tenants wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.
- 11.2** If the tenant remains in occupation after the expiry of the original tenancy agreement:
- 11.2.1** the Renewal Commission shall become payable in place of the Letting Commission; and
  - 11.2.2** the Management Commission shall (if the contract has not been terminated under clause 10) remain payable.
- 11.3** The Renewal Commission is payable:
- 11.3.1** in relation to the period starting on the expiry of the original tenancy agreement; and
  - 11.3.2** where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

## **12. Complaints and Redress**

- 12.1** In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.
- 12.2** The name of the Agent's redress scheme is The Property Ombudsman.
- 12.3** A copy of the Agent's complaints handling procedure may be obtained on request.

## **13. Client Money**

- 13.1** In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019 the Agent is a member of a government approved client money protection scheme.
- 13.2** The name and address of the Agent's client money protection scheme is Money Shield, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG
- 13.3** A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

**14. Nature of Agreement**

- 14.1** The contract between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 14.2** These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 14.3** Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.4** No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.5** If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

**15. Notices and Service**

- 15.1** Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:
- 15.1.1** sending it by pre-paid registered first class post; or
  - 15.1.2** sending it by e-mail, telex, cable, facsimile transmission or comparable means of communication;
- to the other party at the address given in clause 15.4.
- 15.2** Any notice or information given by post in the manner provided by clause 15.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 3<sup>rd</sup> day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 15.3** Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in clause 15.1.2 to the other party at the address given in clause 15.4 within 24 hours after transmission.
- 15.4** Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

**16. VAT**

If the Agent is VAT registered, then these Terms and Conditions and Appointment Form detail the Agent's fees exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Owner of the change.

**17. Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.

**18. Jurisdiction**

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

**IMPORTANT NOTICE**

This is a legal document. Please take time to read it carefully and ask any questions relating to these terms & conditions before signing.

**Declaration**

In signing this Agency Agreement, the Owner(s) is entering into a binding legal agreement and will be responsible for the Agent's fees and any other payments due to them.

I/We are the Owner(s) of the Property and have been given the opportunity to read, ask questions and discuss any points arising in connection with this Agency Agreement, including the amounts payable.

I/We accept that in signing this document I/We are bound by its entire contents which shall include all particulars of the Agent's Appointment form.

Signed

Landlord(s) signature \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print name(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

ESTATES