

TERMS OF BUSINESS



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This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Southernbrook Lettings Limited who agree to act as sole agent for the Landlord for letting and managing the property and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered and the scale of fees charged.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

FULL MANAGEMENT SERVICE Southernbrook Lettings Ltd provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will be levied at the outset for arranging the tenancy

The Full Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference checks through a third party referencing company along with right to rent checks. Where necessary, additional security would be requested by means of a guarantor. In the case of a company let, a full bank reference would be taken.
4. Providing a suitable tenancy agreement for the Property
5. Taking a deposit from the Tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the Tenant and the tenancy deposit scheme provider.
6. Collecting the Rent as per the terms of the Tenancy and paying over to the Landlord (normally within 5 days of receipt) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be emailed or posted to the Landlord.
7. Arranging with service companies (principally electricity, council tax, gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each tenancy.
8. Regular inspections of the Property are carried out initially after 3 months and then on a 6 monthly basis. Responsibility for and management of an empty property is not normally included, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent.
9. Maintenance works as required to the Property will be organised via our preferred contractor, Houserack Ltd, and any invoices will be settled from rents received.
10. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
11. Carrying out or arranging for a full property inspection and inventory check at the end of the tenancy and, if necessary, preparing and agreeing a schedule of costs (Via our preferred contractors if agreed) relating to any damage or unfair wear and tear prior to releasing the Deposit.

Additional items and other expenses will be charged according to the scale of fees at the end of this agreement.

FIND TENANT ONLY SERVICE Where the Landlord does not wish Southernbrook Lettings to undertake full management (the Full Management Service), the Agent can provide a Find Tenant Only (FTO) Service. The FTO Service includes only items 1 to 5 of the Full Management Service as listed above. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Landlord would remain responsible for complying with the Deposit protection requirements of the Housing Act 2004 and must provide the Agent with written confirmation of this together with a receipt for the Deposit monies received by the Agent on his behalf. The FTO Service Fee is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy the Landlord shall not be entitled to reimbursement of any fees paid. If a Landlord instructs Southernbrook Lettings on an FTO basis, services other than those listed 1-5 above are available, and a list of these services and their costs are listed towards the back of this agreement.

1. GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and will provide documentation confirming this to the Agent. The Landlord also agrees to provide the Agent with a form of identification. The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-13 of the Full Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that

fees may be charged to either Landlord and/or Tenant for ancillary services (e.g key cutting) and that such fees will include a profit element to cover the Agents business and administrative costs.

1.1. REFERENCING:

The Agent will carry out referencing checks on any prospective tenant which would normally include a financial reference and credit check, and a reference from a previous landlord and employer. This may be carried out by the Agent themselves or through a third party referencing supplier. The Agent will make reasonable endeavours to select good tenants with appropriate references who are capable of meeting the monthly rental payments. However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third party referencing supplier report shows the applicants to be suitable tenants and the Agent has reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied the Agent will not be responsible for any default by the Tenant.

1.2. RENEWALS:

The Agent will contact both parties prior to the end of the fixed term to discuss any ongoing Tenancy Agreement and review of Rent. With the consent of the Landlord, if the tenancy is renewed or extended to the same tenant (or any person associated with the Tenant), a Tenancy Renewal Fee of £132.00 Inclusive of VAT shall be payable by the tenant on the renewal date. The Agent shall prepare the tenancy agreement for the new or extended tenancy and the terms of this Agreement shall continue until the Tenant leaves, or this Agreement is terminated.

2. LIABILITY FOR TENANT DEFAULT:

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

3. AGENT REMUNERATION:

3.1 The Landlord agrees to pay the management or service fee at the agreed percentage for the service level they have selected. This fee applies once a tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement

3.2 The Landlord agrees to pay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties within the scope of authority given by this agency agreement. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent

3.3 . Where the agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or previous consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see clause 15.3).

3.4 The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, except where this is attributable to the negligence of the Agent

3.5 The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the Agents general authority will be charged at an agreed hourly rate.

4. MAINTENANCE:

4.1 The Landlord agrees to provide the Property in good and lettable condition and that the Property conforms to all current Regulations relating to the Letting of the Property. The Landlord agrees to make the Agent aware of any ongoing maintenance problems prior to instructing the Property to let.

4.2 The Agent would normally request authorisation for any repairs in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably act in the interests of the Landlord in an emergency. By law, it is necessary to carry out an annual gas safety inspection on any gas appliances and flues to ensure they are maintained in a safe condition The Agent will carry this out on the Landlord's behalf and expense and administer the necessary records. The reasonable costs involved will be debited to the Landlord's account.

4.3 Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way.

4.4 The Agent will instruct their preferred contractor, which is normally Houserack Ltd, unless otherwise agreed with the Landlord, and by signing these Terms of Business the Landlord gives consent for their contact details to be passed to Houserack Ltd or any other agreed contractor, to be used only in correspondence for maintenance works.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income Tax Act 2007 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

7. SERVICES:

The Agent will make reasonable endeavours to take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 advise that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this depending on the size of the inventory and the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

9. TENANCY AGREEMENT:

The Full Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s). Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

10. NOTICES:

The Agent will, as necessary, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the Tenancy. Fees will be charged for this service as set out at the end of this agreement.

11. RESERVATION FEES:

A reservation fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The reservation fee does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. Landlords should notify the Agent where they wish a larger security fee to be carried to protect against loss of rents, or insurance undertaken. This fee is not a deposit until it is transferred on the establishment of the tenancy.

12. TENANCY DEPOSITS:

12.1 Deposits A tenancy deposit will be payable by the Tenant prior to or upon signing the tenancy agreement in addition to any rent due. The purpose of the tenancy deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. The Deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy, or forwarded to one of the Government-regulated deposit schemes listed below.

12.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt. The schemes are:

- (1) The Deposit Protection Service (DPS)
- (2) My Deposits
- (3) Tenancy Deposit Scheme (TDS)

12.3 Tenancy Deposit Information. Where statutory tenancy deposit protection applies to a tenancy deposit, and the deposit is received by the Agent, the Agent will within 30 days of receipt of the deposit, provide to the Tenant and any other Relevant Person, the Prescribed Information required under The Housing Act 2004.

More information on the requirements of the deposit protection schemes are available on the following website(s) and landlords are strongly urged to familiarize themselves with their legal responsibilities:

<https://www.gov.uk/tenancy-deposit-protection>

13. INSPECTIONS:

13.1 Under the Full Management Service, the Agent will make reasonable endeavour to carry out inspections after an initial period of 3 months and then bi-annually. Such inspections do not constitute a formal survey of the Property, nor will the Agent check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) where they are visible to the Agent without moving the Tenants belongings.

13.2 Following the departure of tenants, a final inspection of the Property will be carried out. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. The Agent will endeavour to report any apparent deficiencies or dilapidations to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values if requested

14. TENANCY DEPOSIT DISPUTES:

14.1 If the property is fully managed by the agent then the Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the Tenant. If the property is Let under a 'Find Tenant Only' service an administration fee will apply. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. An estimate of the likely costs of preparing and submitting the claim to adjudication or for Small Claims will be prepared by the Agent, and a fee will be payable for this Service.

14.2 The Landlord agrees that in the event of a deposit going into dispute and being submitted to the adjudicators, that any outstanding bills for cleaning or repairs subject to the dispute process will be settled by the Landlord and any monies due repaid to the Landlord from the deposit subject to the findings of the adjudicators.

15. TERMINATION:

15.1 Termination of Agency Agreement. This Agreement may be terminated by either party by way of three months' written notice.

15.2 Serious Breach of this Agreement. The Landlord or Agent may terminate this Agreement on 14 days notice if there is a fundamental breach of this Agreement, and the other party does not remedy the breach within 14 days. Discrimination against any applicant, tenant, employee or sub-contractor for gender, race, age disability, religious belief, or sexual orientation may constitute a fundamental breach.

15.3 Minimum Fee The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee may not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

The Minimum Fee will also apply if the Agent introduces a Tenant to the Property, who finds the Property as a result of the Agents marketing efforts, or the Tenant is otherwise introduced to the Property during the Agents period of sole agency, and enters into a Tenancy Agreement with the Landlord.

15.4 Tenancy Agreement. The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured shorthold tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

15.5 Agreements signed away from the Agents office. Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

16. SOLE LETTING RIGHTS:

It is agreed that Southernbrook Lettings will be the Sole Agent for an initial period of 8 weeks. Should another Agent be instructed during this period a fee will become payable (See Scale of Fees)

17. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

WARNING: You should read and understand these obligations before signing overleaf.

17.1 The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations (as amended) apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electrical Equipment (Safety) Regulations 1994 & 2016
- Plugs and Sockets (Safety) Regulations 1994

17.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Full Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's costs incurred including any expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.

17.3 Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information to assist with compliance.

17.4 Landlords must ensure that a valid Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than which ever is the earlier of:

- (i) the first time the landlord makes available to the prospective tenant any written information about the building; or
- (ii) at the time which the prospective tenant views the building.

Where the Landlord does not have a valid EPC for the property the Agent will arrange an EPC for the property and the Energy Performance Certificate Admin Fee will be payable. If the Landlord already has a valid EPC for the property then the Landlord must make this available to the Agent for any prospective tenants.

17.5 The Landlord must ensure that a Gas Safety Certificate, where required, is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Gas Safety Certificate for the property the Agent will obtain this and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

17.6 As from 1st October 2015, a relevant landlord must ensure that;

A. during any period beginning on OR after 1st October 2015 when the premises are occupied under the tenancy –

- i.** a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation;
- ii.** a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; and

B. checks are made by or on behalf of the landlord to ensure that each prescribed alarm is in property working order on the day the tenancy begins if it is a new tenancy. All detectors are checked on Property Inspections and noted on the report, a copy of which will be sent to you.

17.7 The landlord must further ensure that the property is professionally cleaned prior to the commencement of any tenancy and will provide receipts to the agents for this. The agent can provide written quotations where necessary.

18. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing.

19. FEES AND VALUE ADDED TAX:

All fees stated are inclusive of VAT and will be deducted from the client's account as they fall due. Management fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee of £125 where the fee is 12.5%. Should the agreed rental be higher or lower then the fee will be correspondingly higher or lower.

20. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

21. HOUSING BENEFIT:

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

22. LEGAL PROCEEDINGS:

If the Agent is collecting rent from the Tenant and rent is outstanding for 7 days after it becomes due the Agent will notify the Landlord promptly and use its reasonable endeavours to obtain payment from the Tenant over the following 28 day period. At the expiry of that 28 day period the Agent will offer general advice on the next steps to be taken but cannot undertake legal proceedings on the Landlord's behalf and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement. If the Landlord wishes to appoint a solicitor he may do so at his sole cost. The Agent will charge a fee for attendance at Court and any protracted correspondence with solicitors at the hourly rate specified above.

23. IMMIGRATION CHECKS:

It is agreed that the Agent will carry out any checks required under the Immigration Act on the proposed Tenants and any permitted occupiers at the start of or prior to the commencement of the Tenancy and any follow up checks where the Tenant has a limited right to rent. The Agent's responsibilities for such checks will only extend to the duration of this Agreement and at the termination of this Agreement the Agent will transfer the status evidence to the Landlord and the responsibility for maintaining immigration status checks will return to the Landlord.

24. COMPLAINTS:

Where the Landlord is unsatisfied with any service provided by the Agent he should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed. The complaint will be acknowledged within three working days of receipt, a full investigation will be undertaken with a written outcome submitted within 15 working days. The Agent is a member of The Property Ombudsman and where the Landlord is unsatisfied with the way the complaint has been handled he may refer the matter to the scheme for a further decision. The TPO can be contacted via their website www.tpos.co.uk, Tel: 01722 335458 Address: Milford House 43-55 Milford Street Salisbury SP1 2BP

25. KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant (for example, where the agent is instructed on a let only basis and the landlord is managing the property) the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

26. ABOUT THIS AGREEMENT:

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.

This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable it will be severed from the Agreement and the remainder of the Agreement will continue in force to the fullest extent possible.

The terms and conditions of this Agreement may be varied by the Agent, but only with two months' prior written notice.

I/we consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).
See clause 15.5 above. Tick box if this applies.

I/we agree that my personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share any personal information with third party organisations for marketing purposes).

I/we confirm that we are the sole/joint owners of the Property.

Property Address

_____ Post Code: _____

Landlord Details (1)

Title: Mr / Miss / Ms / Mrs / Other: (please specify) _____

Forename: _____ Surname: _____

Current Address: _____

_____ Post Code: _____

Home: _____ Mobile: _____

Email: _____

Landlord Details (2)

Title: Mr / Miss / Ms / Mrs / Other: (please specify) _____

Forename: _____ Surname: _____

Current Address: _____

_____ Post Code: _____

Home: _____ Mobile: _____

Email: _____

Bank details to which rent payments are to be sent:

Bank Name:.....

Sort Code:.....-.....-..... Account No:.....

Beneficiary:.....

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing

Signed: Date:

Signed: Date:

Agent to complete:

Proof of Ownership provided: Mortgage Statement / Deeds / Land Registry Title (copies only).

Identification: Passport / Driving Licence (copies only).

Notice of the Right to Cancel
The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

***The following fees are included in the Management Service and are chargeable only on the Find Tenant Only Service.**

- [] Administration Fee For Dealing With A Deposit Dispute £180.00* INCLUSIVE OF VAT
- [] Preparing and Serving of Section 21 Notice £132.00* INCLUSIVE OF VAT
- [] Preparing and Serving of Section 8 Notice £180.00* INCLUSIVE OF VAT
- [] Tenancy Renewal Fee £150.00* INCLUSIVE OF VAT