

**Ashantidutch Property Letting Limited**  
**Terms and Conditions**  
**For the supply of Property**  
**Management Services**  
**Landlord agrees Online**

## **1. TERMS AND CONDITIONS**

This page tells you the information about us and the legal terms and conditions (**Terms**) on which we provide the property letting and management services (**Services**) to you via our website (**site**) and in connection with any property you own and register with our site (**Property**).

These Terms will apply to any contract between us for the provision of Services to you in relation to any Property registered with our site (**Contract**). If you register more than one Property with our site, a separate Contract will be entered into between us for each Property. Please read these Terms carefully and make sure that you understand them, before registering with our site and registering any Property with our site. Please note that by registering with our site, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I agree to the above terms and conditions " at the bottom of the page if you accept them. If you refuse to accept these Terms, you will not be able to complete your registration with our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 14. Every time you wish to register a new Property on our site, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

## **2. OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <http://www.thenovoidsman.com/privacy-policy/>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

- Our Acceptable Use Policy [\[http://www.thenovoidsman.com/acceptable-use-policy/\]](http://www.thenovoidsman.com/acceptable-use-policy/), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy [\[http://www.thenovoidsman.com/cookies/\]](http://www.thenovoidsman.com/cookies/), which sets out information about the cookies on our site.

### 3. INFORMATION ABOUT US

3.1 We operate the website <http://www.thenovoidsman.com/> We are Ashantidutch Property Letting Limited, a company registered in England and Wales under company number 07152564 and with our registered office Unit 2 Craftman works, Sneyd Street, Sneydgreen, Stoke-on-Trent, Staffordshire, ST6 2NZ. . Our VAT number is [NA]. As of 19/10/2014 8447740095

3.2 To contact us, please see our Contact Us page [\[http://admin.thenovoidsman.com/register/contactUsFrame.htm\]](http://admin.thenovoidsman.com/register/contactUsFrame.htm).

### 4. IF YOU ARE A CONSUMER

**This clause 4 only applies if you are a consumer.**

4.1 If you are a consumer, you may only register as a user of our site and register a Property with our site if you are at least 18 years old.

### 5. IF YOU ARE A BUSINESS CUSTOMER

**This clause 5 only applies if you are a business.**

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to register a Property for marketing.

5.2 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms.

### 6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 For the steps you need to take to register with our site a register a Property on our site, please see our [How To Register] page [\[http://admin.thenovoidsman.com/register/registerLandlordFrame.htm\]](http://admin.thenovoidsman.com/register/registerLandlordFrame.htm).

- 6.2 Our registration process allows you to check and amend any errors before submitting your registration of a Property to us. Please take the time to read and check your registration details at each page of the Property registration process.
- 6.3 After you register a Property, you will receive an e-mail from us acknowledging that we have received your registration (**Property Registration Confirmation**). The Contract between us will only be formed when we send you the Property Registration Confirmation.

## 7. REGISTRATION OF PROPERTY ON OUR SITE



### 7.1 By registering a Property on our site:

- 7.1.1 you are instructing us to offer the Property for occupation to our approved clients who have registered as client users of the site (**Clients**), at the monthly rent provided to us by you as part of the Property registration process or such rent as we may agree with you;
- 7.1.2 you appoint us as your agent for the purpose of actively marketing occupation of the Property to Clients;
- 7.1.3 you appoint us as your agent for the purpose of managing the Property;
- 7.1.4 you confirm and guarantee that:
- 7.1.4.1 you are the owner of the freehold interest in the Property or that you are a tenant of the Property and that all of the following conditions are met:
- 7.1.4.1.1 your lease permits you to sublet the Property;
- 7.1.4.1.2 the unexpired term of the lease is greater than the term of the sub-lease you intend to grant; and
- 7.1.4.1.3 you have obtained your landlord's written permission to sublet the Property or your landlord's written permission to sublet the Property is not required;
- 7.1.4.2 where the Property is subject to a mortgage, you have at the time of registering the Property on our site, obtained written consent from the mortgagee to lease or sub-lease the Property;
- 7.1.4.3 you have obtained appropriate building and contents insurance that is adequate and covers letting or subletting of the Property;

7.1.4.4 any furniture within and supplied with the Property conforms to all relevant legislation and regulations;

7.1.4.5 all electrical and gas equipment / installations have been recently services, a safety certificate has been issued and all relevant legislation and regulations have been complied with.

7.2 No term of a Contract or course of dealings between us shall operate to make us an employee or agent of yours.



## 8. ACCESSING OUR SITE

8.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

8.2 You are responsible for making all arrangements necessary for you to have access to our site.

8.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 9. YOUR ACCOUNT AND PASSWORD

9.1 On registering with our site you will be provided with a user identification code, password and any other piece of information we may decide as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

9.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

9.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [\[http://admin.thenovoidsman.com/register/contactUsFrame.html\]](http://admin.thenovoidsman.com/register/contactUsFrame.html).

## 10. USE OF OUR SITE

10.1 You shall not:

10.1.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between us:

10.1.1.1 and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the site in any form or media or by any means; or

10.1.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software used in connection with the site; or



10.1.2 access all or any part of the site in order to build a product or service which competes with the Services; or

10.1.3 use the site or the Services to provide services to third parties.

## **11. SERVICES TO BE PROVIDED BY US**

11.1 We agree to undertake the following services for you in respect of each Property registered on the site:

11.1.1 to undertake a market appraisal of the Property in order to determine a recommended rent.

11.1.2 to include the Property details in the database available to our Clients;

11.1.3 to field enquiries from potential tenants and arrange and conduct viewings of the Property;

11.1.4 to liaise between you and the charity regarding the terms of a lease or tenancy agreement. You will be responsible for any legal or professional costs incurred by you outside of our free service in connection with the preparation and completion of any lease or tenancy agreement;

11.1.5 to take up references for prospective tenants, however we will not bear the burden of any charges for company investigations, nor shall we provide any warranty as to the suitability of a tenant; as the charity screens its clients

11.1.6 to notify utility companies and the relevant local authority of the commencement of any occupation of the Property.

- 11.2 We agree to undertake the following services for you in respect of managing any Property occupied by one of our Clients:
- 11.2.1 to investigate (on a non-expert basis) any defects which are clearly brought to our attention by any tenants of the Property
  - 11.2.2 to inspect the Property as required by you subject to payment of a fee of £[TO BE CONFIRMED] plus VAT per inspection. Any inspection completed by us shall extend only to an investigation of the state and manner in which the occupier keeps the Property and any obvious and apparent defects. We accept no responsibility for any structural, latent or hidden defects;
  - 11.2.3 to commission and arrange on your behalf minor repairs to the Property up to a maximum of £250 in respect of any one item, defect or problem;
  - 11.2.4 where we are notified of an emergency repair requirement (where it is necessary to remedy a situation which may cause injury, deterioration to health or serious damage to a Property) or an urgent repair requirement (where it is necessary to alleviate serious discomfort to occupier of the Property or repairs which, if not dealt with quickly, will deteriorate and cause damage to the Property) we shall contact you immediately to seek instructions as to the repairs required and, where we are unable to contact you or you do not provide us with instructions which in our reasonable opinion will result in the emergency repair being completed within 24 hours, we shall undertake such emergency repair on your behalf and you agree to be responsible for the cost of such repairs up to a maximum of £350 plus VAT;
  - 11.2.5 where we are notified of any other repair requirement, we shall contact you within 24 hours to seek instructions as to the repairs required and, where we are unable to contact you or you do not provide us with instructions which in our reasonable opinion will result in the emergency repair being completed within 7 days, we shall undertake such emergency repair on your behalf and you agree to be responsible for the cost of such repairs;
  - 11.2.6 wherever practical, arrange for quotes and estimates to be submitted to you for approval in respect of any work, repair, redecoration or refurbishment which is likely to cost more than £350 plus VAT.

11.3 We shall continue to carry out the services listed in clause 11.2 (and shall continue to be entitled to the Management Fee) until the Contract is terminated in accordance with these Terms.

11.4 We shall not be liable to supervise the Property during any period when it is not let or when we or you are in the process of finding a tenant.

## 12. COLLECTION OF RENT

12.1 We will instruct the Client to arrange for all rents payable to you under any agreement with the Client for the occupation of a Property to be paid to us.

12.2 We shall deduct all fees and charges payable by you to us from the payments we receive from the Client and will forward the balance to your nominated bank account within 7 days of receiving the payment from the Client along with a statement.

12.3 We shall not be responsible for pursuing late payments or any failure by the Client to pay any sums due to you. Our fees and charges will not be payable even if the Client fails to make any due payment to you.

## 13. PAYMENT AND FEES

13.1 On a Client entering into a lease, licence or tenancy with you for a Property, we shall be entitled to charge a fee (**Fee**).

13.2 The Fee payable by you to us shall be an amount equal to the first month's rent plus VAT when applicable, payable for such occupation.

13.3 Wherever a Client agrees to renew or extend any occupation of a Property (whether on a fixed or rolling basis and whether or not this extension or renewal was negotiated by us) we shall be entitled to a further fee of £210.99 plus VAT.

13.4 During the term of the Contract and in consideration of the management services we provide to you, you agree to pay us an additional fee (**Management Fee**) equal to 10% of each month's rent payable during the period of occupation (excluding the first month) (but including any renewal or extension of occupation), plus VAT.

13.5 You will reimburse us, within 14 days of a request from us to do so, for any costs we have incurred or paid on your behalf pursuant to clause 11.2.3.

## 14. OUR RIGHT TO VARY THESE TERMS

14.1 We may revise these Terms from time to time in the following circumstances:

- 14.1.1 changes in how we accept payment from you;
- 14.1.2 changes in relevant laws and regulatory requirements.
- 14.2 Every time you register a Property on our site, the Terms in force at that time will apply to the Contract between you and us.
- 14.3 Whenever we revise these Terms in accordance with this clause 14, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## 15. YOUR RIGHT TO CANCEL

- 15.1 You may cancel the registration of a Property within [ 7 ] calendar days of the date of the Property Registration Confirmation by contacting Us. We will confirm your cancellation in writing to you.
- 15.2 After the **2 year and six months** period of the date of the Property Registration, you may cancel the Contract at any time by providing us with at least [ 6 ] months notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 15.3 You may not cancel the Contract once an agreement has been entered into between you and the Client in respect of the occupation of the Property unless and until such time as the initial term of such agreement between you and the Client expires or any subsequent term of such agreement between you and the Client expires.
- 15.4 After the [60] day period of the date of the Property Registration, you may cancel the Contract with immediate effect by giving us written notice if:
  - 15.4.1 we break this contract in any material way and We do not correct or fix the situation within 30 days of you asking Us to in writing;
  - 15.4.2 we go into liquidation or a receiver or an administrator is appointed over our assets;
  - 15.4.3 we change these Terms under clause 14 to your material disadvantage;
  - 15.4.4 we are affected by an Event Outside Our Control.
- 15.5 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 15 or



these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **16. OUR RIGHT TO CANCEL**

16.1 Without prejudice to any other rights or remedies to which we may be entitled, we may cancel the Contract immediately without any liability to you if:

16.1.1 any payment due to be made to us under a Contract is not made within seven days of the due date;

16.1.2 you breach any term set out in the Contract or these Terms. For the avoidance of doubt, where more than one Contract has been entered into between us, if you breach the terms of one Contract, we shall be entitled to cancel all Contracts between us and cancel your registration with the site;

16.1.3 if any event occurs which, in our reasonable opinion, is likely to result in any insolvency proceeding occurring to you.

## **17. CANCELLATION**

17.1 In the event of the Contract being cancelled by you or by us:

17.1.1 we shall cease to carry out any duties in respect of the Property;

17.1.2 we shall not be entitled to charge for any Services provided after the date of cancellation.

## **18. PROPRIETARY RIGHTS**

You acknowledges and agrees that we and/or our licensors own all intellectual property rights in the site and the Services. Except as expressly stated herein, this agreement does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the site or the Services.

## **19. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 18 only applies if you are a business customer.**

19.1 Nothing in these Terms limit or exclude our liability for:

19.1.1 death or personal injury caused by our negligence;

19.1.2 fraud or fraudulent misrepresentation;

- 19.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 19.2 Subject to clause 19.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 19.2.1 any loss of profits, sales, business, or revenue;
- 19.2.2 loss or corruption of data, information or software;
- 19.2.3 loss of business opportunity;
- 19.2.4 loss of anticipated savings;
- 19.2.5 loss of goodwill; or
- 19.2.6 any indirect or consequential loss.
- 19.3 Subject to clause 19.1 and clause 19.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee.
- 19.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 19.5 This clause 19 shall survive termination of the Contract.

## **20. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 20 only applies if you are a consumer.**

- 20.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 20.2 We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by Us.
- 20.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 20.4 We do not exclude or limit in any way our liability for:
- 20.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 20.4.2 fraud or fraudulent misrepresentation;
  - 20.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 20.4.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - 20.4.5 defective products under the Consumer Protection Act 1987.

## 21. EVENTS OUTSIDE OUR CONTROL

- 21.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 21.2.
- 21.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 21.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 21.3.1 we will contact you as soon as reasonably possible to notify you; and
  - 21.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 22. COMMUNICATIONS BETWEEN US

- 22.1 When we refer, in these Terms, to "in writing", this will include e-mail.

## 22.2 If you are a consumer:

22.2.1 to cancel a Contract in accordance with your legal right to do so as set out in clause 15, you must contact us in writing by sending an e-mail to [\[info@ashantidutchpropertyletting.co.uk\]](mailto:info@ashantidutchpropertyletting.co.uk). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us;

22.2.2 if you wish to contact us in writing for any other reason, you can send this to us by e-mail to [\[info@ashantidutchpropertyletting.co.uk\]](mailto:info@ashantidutchpropertyletting.co.uk).

22.3 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us during the registration process.

22.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website or 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 23. OTHER IMPORTANT TERMS

23.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Term.

23.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

23.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

23.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

23.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with

those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

23.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

23.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Lettings Agency Terms and Conditions

(Lettings with additional Property & Tenancy Management Service)

**This agreement is made on the**

**Between**

“The Principal” .....

**AND**

“The Agent” .Ashantidutch Property Letting Limited.....

**CONCERNING**

“The Property” .....

**It is hereby agreed as follows**

## Interpretation

- 1.1 Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.
- 1.2 References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.



## Relationship between the Parties & Term of Agreement

- 1.3 The Principal appoints the Agent as an agent for the purpose of actively marketing a lease of the Property to potential tenants and of managing that The Property.
- 1.4 The Principal authorises the Agent to sign any tenancy agreement under which a lease of The Property is granted for and on behalf of the Principal wherever he is unable to sign, and that the Principal will be bound to this agreement. The Agent will not sign any tenancy agreement except for those which the Principal has provided his express instruction to do so.
- 1.5 No term of this agreement or course of dealings between the Parties shall operate to make the Agent an employee or agent of the Principal.
- 1.6 Neither Part shall transfer or assign any of their rights, liabilities or obligations arising under this agreement without prior written consent of the other Party.

## The Principal's Warranties as to Title and Consents.

- 1.7 The Principal warrants and guarantees that:
- (a) He is the owner of the Freehold interests or has a lease equal to 3 years in The Property or that he is a tenant and that all of the following conditions are met:
    - i. The Principal's lease permits him to sublet
    - ii. The unexpired term on the lease is greater than the term of the sub-lease which he intends to grant

- iii. The Principal has obtained his landlord's written permission to sublet The Property
- (b) Where The Property is subject to a mortgage, the Principal has at the time of entering into this Agreement obtained written consent from that Mortgagee.
- (c) The Principal has obtained appropriate buildings and contents insurance that is adequate and covers lettings.
- (d) Any furniture contained within and supplied with The Property conforms to the Fire & Furnishing (Fire) (Safety) (Amendment) Regulations 1993.
- (e) All electrical and gas equipment/installations have been recently serviced and a safety certificate has been issued.



1.8 The Principal shall indemnify the Agent in respect of any loss or damage, direct or indirect and howsoever caused which arises from a breach of any of these above warranties by the Principal.

## **1. Lettings Services Provided by the Agent**

4.1. The Agent agrees to undertake the following services for the Principal in respect of letting the property:

- a) To undertake a market appraisal of the property in order to determine a recommended rent.
- b) To prepare marketing materials for publication at the Agent's premises, on the Agent's website, and via the local press (at the discretion of the Agent)
- c) To field enquiries from potential tenants and arrange and conduct viewings of the Property.
- d) To negotiate with potential tenants regarding the terms of the tenancy agreement (albeit that the Agent will only provide a tenancy agreement if the terms fall in line with his standard form agreement and where any specialist or custom terms are agreed, it shall be the responsibility of the Principal to bear the cost of drafting the agreement).
- e) To take up references for prospective tenants albeit that the Agent will not bear the burden of any charges for company investigations, nor shall the Agent provide any warranty as to the suitability of a tenant.

- f) To collect any dilapidation or rent deposits which are required and to hold these as stakeholder.
- g) To notify utility companies and the relevant local authority of the commencement of the Tenancy.

## Property & Tenancy Management Services Provided by the Agent

5.1. The Agent agrees to undertake the following services for the Principal in respect of managing the property or the occupation of the property under any let arranged:

- a) To demand and collect rent from the tenants on behalf of the Principal and to forward that rent to the Principal and provide regular rent statements.
- b) Where the Principal specifically requests and authorises separately in writing, and where this is agreeable to the Agent, to pay on behalf of the Principal any current outgoings such as council tax, insurance premiums or service or management charges. The Agent shall be entitled to deduct the cost of these outgoings from any rent collected before forwarding that rent to the Principal and shall account to the Principal regularly in respect of these outgoings.
- c) To investigate (on a non-expert basis) any defects which are clearly brought to the Agent's attention by the tenants.
- d) To inspect the Property as required by you subject to payment of a fee of £50 + Vat + 45p per mile over a 10 mile radius per inspection. Any inspection completed by us shall extend only to an investigation of the state and manner in which the occupier keeps the Property and any obvious and apparent defects. We accept no responsibility for any structural, latent or hidden defects,
- e) To arrange for the property to be professionally cleaned between tenants where required (albeit that the cost of such will be deducted from the dilapidation deposit provided by the outgoing tenants or shall be charged to the Principal).
- f) To commission and arrange on behalf of the Principal minor repairs to the Property up to a maximum of £250 in respect of any one item, defect or problem.
- g) The Agent shall, wherever practical, arrange for quotes and estimates to be submitted to the Principal for approval in respect of any work, repair, redecoration or refurbishment which is likely to cost more than the figure mentioned in 5.1.f. In these circumstances the Agent shall also charge to the Principal a supervision fee equal to [dependant on contract sum] % of the cost of refurbishment, repair or work plus VAT.



- 5.2. The Agent shall continue to carry out management duties under this section (and shall continue to be entitled to his additional commission in respect of these duties as set out in 6.7 below) until these services are terminated in accordance with this agreement.
- 5.3. The Agent shall not be liable to supervise the property during any period when it is not let unless leased to a specified charity or when the Principal is in the process of finding a tenant, although periodic visits may be made by the Agent. The Agent will inspect the property as required by the Principal subject to payment of a fee of £40 plus VAT per inspection although the Agent's inspection shall extend only to an investigation of obvious and apparent state of the property and any defects. The Agent accepts no responsibility for any structural, latent or hidden defects or security issues.

## Payments and Commissions

- 6.1. On finding a potential tenant who is accepted by the Principal or whom the Principal has given the Agent authority to accept on his behalf and assuming that the prospective tenant enters into a tenancy agreement the Agent shall be entitled to a commission.
- 6.2. The Commission payable to the Agent in respect of arranging the tenancy shall be First month's rent plus VAT but not totalling more than that of the total rent due to be paid in the initial fixed period of the tenancy (which period shall not be less than months).
- 6.3. The Agent's commission in respect of arranging the tenancy shall be payable in full at the commencement of the tenancy and the Agent shall be entitled to receive the entirety of the first month's rent towards his commission in order to secure payment of this albeit that:
  - a) where the first month's rent is greater in value than the Agent's commission the Agent shall account to the Principal in respect of the remainder.
  - b) where the first month's rent is less than the value of the Agent's Commission the Agent shall invoice the Principal in respect of the shortfall.
- 6.4. Wherever a tenant who was introduced to the property by the Agent agrees to renew or extend the tenancy (whether on a fixed or rolling basis and whether or not this extension or renewal was negotiated by the Agent) the Agent shall be entitled to a commission of 3% percent plus VAT of the total rent due to be paid in the period of the extension or renewal.
- 6.5. The Agent's commission in respect of an extension or renewal of tenancy shall be due at the commencement of that extension or renewal period.

- 6.6. Wherever a tenant who has been introduced to the property by the Agent (regardless of whether or not the Principal has retained the Agent's services in the meantime) purchases the Property, the Agent shall be entitled to a commission of 3% percent plus VAT of the purchase price of the Property. This commission shall be due upon legal completion.
- 6.7. For as long as the Agent continues to provide property or tenancy management services to the Principal he shall be entitled to an additional commission of percent plus VAT of the total rent due to be paid during the period in which the Agent provides these management services. This commission shall be due for payment on a monthly basis for as long as the management services are provided.
- 6.8. Failure to settle any payments due to the Agent within the agreed timeframes shall entitle the Agent to claim, in addition to the sums due, interest on those sums at a rate of percentage points per annum above the Bank of England Base Rate.

### **Cancellation and Direct Dealing**

- 7.1. Where the Agent informs the Principal that he has located a prospective tenant who is willing to enter into a tenancy agreement and the Principal agrees to the Agent taking up references, and the Principal subsequently decides to cancel the Agent's services or engage another agency or let the Property directly, the Agent shall be entitled to a fee of £300.
- 7.2. Where the Agent informs the Principal of the name of an interested party and that party subsequently enters into a lease of the property directly with the Principal, the Agent shall be entitled to a fee of £200 plus VAT.

### **Termination**

- 8.1. Where this agreement is terminated the Agent shall cease to carry out any further property and tenancy management duties and shall not be entitled to further commissions in respect of these management duties as set out in section 6.7 of this agreement. However, notwithstanding the above, termination shall have no effect on the basic commission to which the Agent is entitled (in respect of introducing a tenant to the Property or any extension of that tenancy or purchase of the property by the tenant) and the Agent shall continue to be entitled to receive that basic commission for the whole period that the tenant remains in The Property consistent with sections 6.1 or 6.2 or 6.4 or 6.6.

- 8.2. This Agreement may be terminated by either Party upon.....21..... days written notice served on the other at his address (as set out at the head of this agreement) by personal service, registered post or first class post. Notice sent by post shall be effective 48 hours after posting the notice.
- 8.3. Without prejudice to the above this Agreement may be terminated immediately where any of the following circumstances arise:
- a) Either Party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Principal to make payment within agreed timescales) and after notice of this breach has been given to the defaulting Party it remains unremedied and unrectified 30 days after such notice.
  - b) The Agent commits any act of fraud or theft against the Principal.
  - c) Either Party becomes insolvent or enters into a CVA or IVA or ceases to trade.
- 8.4. Upon termination of this Agreement outstanding payments in respect of service provided by the Agent shall become immediately due for payment.

## Statutory Requirements

- 9.1. The Landlord and Tenant Act 1987 requires the Agent to include on all rent demands served on the Principal's behalf the Principal's full name and address in England and Wales at which notices and proceedings may be served on him. If the Principal resides outside England and Wales and unless otherwise instructed the Agent shall give his registered office or principal place of business as the address for service. The Agent will endeavour to forward any notices or proceedings to the Principal promptly; he cannot accept any responsibility for loss or damage caused either directly or indirectly as a result of this.
- 9.2. Where the Principal resides abroad HM Revenue and Customs will hold the Agent responsible for payment of the Principal's tax liability in respect of rents received on the Property. It is the responsibility of the Principal to obtain any necessary exemptions, and failing this the Principal authorises the Agent to deduct income tax at the prevailing rate from any gross rent received and to pay this to HM Revenue and Customs as directed. The Principal shall indemnify the Agent in respect of any administrative expenses which he incurs in doing this.

## Disclaimers and Exclusions

- 10.1. The Agent shall not be responsible in any circumstances to the Principal or any third party for any indirect or consequential or inconsequential or economic damage or loss, howsoever caused, whether as a result of negligence, breach of contract, misrepresentation, or otherwise.
- 10.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Agent's liability for death or personal injury.



## **Indemnity**

The Principal shall indemnify the Agent against any loss or damage which results from the Principal's breach of this agreement or failure to abide by any of its terms.

## **12. Force Majeure**

Neither Party shall be liable for any delay or failure in performing its obligations or duties under this Agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, breakdown in plant or machinery, civil disturbance or rioting, government or regulatory action, or shortage of raw materials or supplies.

## **Warranty of Contractual Capacity**

Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

## **Whole Agreement, Governing Law and Severability**

- 14.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both Parties.

- 14.2. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 14.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. In the event that any part of this Agreement be found invalid, this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
- 14.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.
- 14.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (rights of Third Parties) Act.

**IN WITNESS OF WHICH** the parties have caused this agreement to be executed on the day and date first before

***On behalf of the Agent***

SIGNATURE

PRINT NAME. Neville Douglas

(Position if signing on behalf of a company)

..Director

DATE

***On behalf of the Principal***

SIGNATURE.....

PRINT NAME.....

(position if signing on behalf of a company)

.....

DATE.....

