



Acceptance form

Acceptance form and signature

Property Address:

Signing Tenancy Agreements on Your Behalf

I confirm that I authorise you, in accordance with the Terms of Business, to sign each and every Tenancy Agreement and any other documentation (save for this contract) relating to the letting of the Property on my behalf, and I agree to be bound by the conditions that such agreements impose.

Additional Services and Third Party Contact:

- Countrywide will be holding some of your personal and property details on file to administer our services and advertise and promote the Property at any stage during our marketing and management. We may pass this information to other companies within Countrywide plc or companies connected with them, including insurers, who may use it to advise you of their services or issue quotations. If you do not wish Countrywide to pass on your details in this way (i.e. to retain them within Countrywide and for our purposes in accordance with the Terms of Business only), please tick here:
- Countrywide Mortgage Services and selected third parties can contact you to discuss mortgage arrangements. If you do not wish to be so contacted, please tick here:
- To set up and administer your RLP policy, underwritten by DAS Legal Expenses Insurance Company Limited, we will hold and use information about you, supplied by you.

Warranties and Agreements

- I confirm that I AM a UK resident (for tax purposes) or I confirm I AM NOT a UK resident (for tax purposes) (tick one box only)
- I confirm that the Property DOES HAVE A GAS SUPPLY or at least a gas meter installed or I confirm that the Property has no gas (tick one box only)
- I confirm that I am the sole/joint owner registered at the Land Registry of the Property and have obtained / will obtain all relevant consents, licenses and planning permissions.
- I agree to be bound by all the Terms of Business, and confirm that I have read and understood the content of the Terms of Business.

1st Landlord's Signature:

Print Name:

Date:

2nd Landlord's Signature:

Print Name:

Date:

Notice of Cancellation Rights (if applicable)

If the Terms of Business are completed in your home under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, you have the right to cancel the Terms of Business if you wish. This right can be exercised by sending a written 'Cancellation Notice' at any time within 14 days of receiving our Terms of Business.

Your cancellation will be effective from the time your 'Cancellation Notice' is posted to **The Lettings Support Centre, Lake View Drive, Annesley, Nottingham NG15 0DT** or, in the case of email on the day it is sent to **crlcancellations@countrywide.co.uk**. A 'Cancellation Notice' may be in any form provided it is in writing. You may wish to use the attached 'Cancellation Notice Form' at the rear of the Terms of Business.

Performance of The Contract Prior to The Expiry of The Cancellation Period

The services set out in the Terms of Business will not commence until the day following the last day of the cancellation period. Even if you cancel the Terms of Business you will not be able to cancel any lettings which we have entered into on your behalf and we will have certain duties which we are obliged to fulfil under the codes of conduct mentioned in clause 1 of the Terms of Business which will continue despite your cancellation. Where we have performed work for you during the cancellation period under the Terms of Business we may charge for it as we would charge a Landlord which had engaged us for Tenant Introduction Services. If you wish the services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

Commencement of Service

I/We confirm that we wish the provision of the services under the Terms of Business to commence immediately.

I/We understand that if we subsequently exercise our right to terminate the Terms of Business within the cancellation period we will be required to pay for Tenant Introduction Service supplied prior to cancellation

1st Landlord's Signature:

Print Name:

Date:

2nd Landlord's Signature:

Print Name:

Date:

Service Level				Opt in	Other Services Available	
Tenant Introduction	12%	(10% excl. VAT)		<input type="checkbox"/>	<input type="checkbox"/>	Inventory Make* £
Standard Lettings Service	15.6%	(13% excl. VAT)		<input type="checkbox"/>	<input type="checkbox"/>	Check In/Out Report* £
Full Management	19.2%	(16% excl. VAT)		<input type="checkbox"/>	<input type="checkbox"/>	Gas Safety Check* £
RLP 2.77% excl. IPT (3.03% incl IPT)				<input type="checkbox"/>	<input type="checkbox"/>	PAT* £
(available only where we are instructed to receive the Rent)					<input type="checkbox"/>	Fixed Wiring Test* £
FMS	SLS	TI			<input type="checkbox"/>	EPC* £
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tenancy Deposit Protection Scheme Registration		<input type="checkbox"/>	Floor Plans* £
		<input checked="" type="checkbox"/>	Tenancy Deposit Protection Scheme Registration		<input type="checkbox"/>	Legionella Risk Assessment* £
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tenancy Agreement		<input type="checkbox"/>	Tenant Introduction Renewal Fee %
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tenancy Extension			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exclusive Tax Service			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Administration			

All fees are inclusive of VAT
*All fees may vary due to third party involvement

CL/STD/28012016

1. Terms of Business

We offer a range of Letting and Management Services to meet your individual needs whether you are a private home owner, an investment Landlord or a corporate property company. Our accounting and business practices fully comply with the Royal Institution of Chartered Surveyors (RICS), the Association of Residential Letting Agents (ARLA), part of the National Federation of Property Professionals (NFoPP), and The Property Ombudsman (TPO). Countrywide Residential Lettings Limited is regulated by these bodies, and abides by their respective Codes of Practice. This contract contains our Terms of Business that bind our contractual relationship. From time to time it may be necessary to vary our Terms of Business, and we will do so by advising you in writing of such changes, and the date at which such changes will become effective. We will not change the Terms of Business more often than six-monthly, unless such changes become necessary due to significant legislative changes. The Terms of Business set out in this contract will apply to your current instructions and to any future instructions that you give us. By signing the Terms of Business you agree that we can market the Property until the commencement of the Tenancy Agreement, and manage the Property through that tenancy, and continue to market the Property and manage your possible successive tenancies, until such time as you instruct us in writing that you wish to terminate the Terms of Business under clause 8.4. In accordance with the **Consumer Contracts (Information, Cancellation, & Additional Charges) Regulations 2013** if you deal solely with us via the internet or you sign the Terms of Business at home, you have a 'cooling off' period (usually 14 days from the date of signing this agreement in acceptance of the Terms of Business, but might be extended by law in some limited circumstances) within which to cancel this agreement. To cancel please communicate that you wish to do so clearly within the cooling off period. We would ask you to serve a formal 'Cancellation Notice' upon us in writing within the cooling off period. Even if you cancel this agreement you will not be able to cancel any lettings which we have entered into on your behalf. We will have certain duties which we are obliged to fulfil under the codes of conduct mentioned above which will continue despite your cancellation. Where we have performed work for you during the cancellation period at your request under the Terms of Business we may charge for it as we would charge a Landlord who had engaged us for Tenant Introduction Services. Should you have any questions about the Terms of Business, please contact your local office.

Please note that all prices in the Terms of Business are shown inclusive of VAT at 20.0%. Should the rate of VAT change the prices indicated in the Terms of Business will be adjusted to reflect this change.

Our percentage fees are shown inclusive of VAT. No VAT is payable on Rent or Deposit payments.

2. Our Services

2.1 Services

We offer 3 different levels of service – Full Management, Standard Lettings and Tenant Introduction Service. The benefits of each level of service are as follows:

For our Full Management, Standard Lettings and Tenant Introduction Service

- Viewing the Property and advising on its preparation for the lettings market;
- Marketing the Property to find a suitable prospective Tenant(s);
- Referencing the prospective Tenant;
- Preparing the relevant legal documents, including the Tenancy Agreement and the inventory and schedule of condition (if you request this);
- Executing these documents, signing the Tenancy Agreement on your behalf (if we are managing the Property);
- Checking the Tenant into the Property (if we are managing the Property).

And further, for our Full Management and Standard Lettings Services

- Transferring Rents when cleared funds are received and the money is lawfully due;
- Accounting to you for these monies received and paid over.

And further, for our Full Management Service

- Managing the Property during the Tenancy Agreement, arranging repairs and refurbishments as necessary or as agreed with you;
- Accounting for any such monies as are spent on your behalf;
- At the conclusion of the Tenancy Agreement, checking-out the Tenant from the Property;
- Arranging the release of the Deposit held and assisting with any Deposit disputes.

Please note that whichever level of service you select we will hold and use information about you, supplied by you subject to the various permissions obtained within the Terms of Business and in accordance with the **Data Protection Act 1998**. We may also send it in confidence for processing outside of the European Economic Area.

2.2 Other Letting Agents and Other Third Parties

2.2.1 From time to time, and in order to improve the efficiency of the services provided to you under the Terms of Business, we may instruct other letting agencies to assist us in finding a Tenant for the Property. You hereby expressly permit us to instruct such other agents on the understanding that our fees remain as set out in Clauses 8.1 and 8.2, and on the further understanding that you will not be liable to pay any fees to any such other agent, and that we will share the fee you pay us with them, under a mutual agreement between us and any other such agent.

2.2.2 We may also contact other third parties who provide property related services on your behalf, to request that they provide quotations for their services in relation to the Property. You hereby expressly permit us to release your contact and other relevant details to any such third parties, and authorise us to request that they contact you directly with details of their services and quotations.

2.3. Marketing of the Property

2.3.1 We may market the Property using our established marketing methods, which may include some or all of the following:

- High profile internet marketing with various websites;
- High Street in-branch promotion;
- Locally branded 'To Let' boards where permitted;
- Newspaper and magazine advertising;
- Colour property lists and property photographs available through our local and national branch network;
- Contacts with many local companies and relocation agents.

2.3.2 We continuously strive to promote ourselves to as many potential Tenants as possible, using a number of ways and means. Once registered, we will qualify suitable Tenants and reference them from appropriate sources, which may include previous landlords (if any), employers, accountants, business references, Companies House, and credit checks.

2.3.3 Whilst we endeavour to identify a suitable Tenant for the Property, we do not provide any guarantee that any Tenant we identify will satisfy the relevant referencing procedure or credit checks. Further we do not guarantee to locate any suitable Tenant if at all for the duration of the Terms of Business.

2.4 Tenancy Agreements

2.4.1 We will prepare, in plain and intelligible English language and consistent with The Property Ombudsman Code of Practice a Tenancy Agreement specifically for the Property and the Tenant. We keep our standard Tenancy Agreement under constant review to keep pace with the many legislative changes and case law, but can advise you of any adaptations to our standard Tenancy Agreement that you may wish to make to suit the Property and circumstances.

2.4.2 All our Tenancy Agreements are professionally produced by our dedicated Team. When we are in receipt of signed Tenancy Agreements from both parties and any monies payable we will formally complete the documentation to give legal effect to the contract. We will sign the Tenancy Agreement, on your behalf as your agent where you have authorised us to do so in writing, and formally complete the Tenancy Agreement once the Tenant has signed and returned the agreement also. Should there be any extensions or renewals of the Tenancy Agreement, we will continue to prepare all necessary subsequent extension Tenancy Agreements and formally complete the same upon receipt of signed

documentation from the Landlord and Tenant.

2.4.3 In order for us to draft your Tenancy Agreement accurately it is important that you give us clear written instructions regarding the length of time the Property will be available for letting, and any further requirements you may have (such as holding appliance warranties). We will ask you for these details when we begin to market or manage the Property, and you should notify us of any subsequent changes.

2.4.4 You must also provide us with details of any obligations or restrictive covenants under any head-leases or contracts relating to the Property which your Tenant will be bound to observe. We may include appropriate details of any such information in the Tenancy Agreement and we may forward any such details to the Tenant.

2.4.5 In signing the Tenancy Agreement, you are deemed to have accepted any such references and thereby grant consent for the tenancy to proceed. Our charge for drafting the Tenancy Agreement is split equally between you and the Tenant, and is £300.00 (incl. VAT) each.

2.4.6 Should you not wish to use our service to prepare the Tenancy Agreement we will not approve any third party Tenancy Agreement and will not accept any responsibility for any losses suffered by you directly or indirectly resulting from the clauses of a Tenancy Agreement that we have not prepared.

2.4.7 Our charge for preparation and execution of any extensions to the Tenancy Agreement (either periodic or fixed term) and / or any addenda is split equally between you and the Tenant, and is £125.00 (incl. VAT) each, for each such document where we prepare the documentation.

2.5 Preparing the Property before the Tenancy Agreement commences

Following a specific request by you we can assist in preparing the Property before the Tenancy Agreement commences by, for example, arranging for rubbish to be cleared out, or furniture to be moved. Should we consider it necessary we may arrange for a cleaner to clean the Property before the tenancy commences. In each case you will be liable to pay the appropriate contractor's invoice, and we will charge an administration fee of 14.4% (12% excl. VAT). In all circumstances a minimum charge of £72.00 (incl. VAT) will apply.

2.6 Inventories and Schedules of Condition (if requested by you)

2.6.1 Upon written instructions before the commencement of the Tenancy Agreement we will organise a specialised service to compile an inventory of furniture, fittings and conditions to be prepared by an experienced inventory clerk, who will also arrange a check-in of the Property and prepare a report. A check-out may also be arranged and a report prepared upon the Tenant vacating. The check-out and inventory service is strongly recommended in order to establish a schedule of condition for the Property for the purposes of completing the check-in and check-out process.

2.6.2 Please note that this does not include inspections of lofts or cellars. Please further note we do not accept any responsibility for the inventory clerk's failure to inspect and report on any locked rooms or other areas of the Property to which we have not been given access.

2.6.3 The costs for compiling and checking the inventory will vary according to the size of the Property, the amount of furnishings, and the time required to undertake this service. As Landlord you are responsible for the costs of preparing the inventory and schedule of condition and for the check-out. The Tenant will be responsible for the costs associated with the check-in. Our fees are non-refundable after this service has been completed.

2.6.4 We will not accept any responsibility (especially in regard to Deposit disputes) should you prefer to carry out your own inventory formalities or choose not to record the condition of the Property prior to any Tenancy Agreement commencing or concluding.

2.6.5 Reasonable care will be taken when instructing independent inventory clerks but we will not accept any liability or responsibility for any error or omission on the part of the inventory clerk in the preparation of the report or their conduct during the check-in or check-out.

2.7 Utilities

2.7.1 When a Tenancy Agreement commencement date has been agreed or when a liability (tenancy end) date has been agreed,

we may (at our discretion) arrange for the gas and electricity to be transferred to a Nominated Energy Supplier during any period that the Property is unoccupied. This does not prevent you, from changing the supplier, and details of the Energy Supplier are available to you upon written request to us. You agree that we may provide your contact details to the Energy Supplier for the purpose of registering the Gas and Electricity and administering your account.

2.7.2 If the Property is a multi occupied building and as a Landlord you charge for the supply of communal heating you must comply with the requirements of the **Heat Network (Metering and Billing) Regulations 2014**. We do not accept any responsibility or liability for your failure to install the meter required under the legislation or the duty to notify the National Measurement Office.

2.8 Transfer of Rents (applicable to our Standard Lettings and Full Management Services)

2.8.1 We will transfer all Rents received directly to your bank account. We must, of course, have cleared funds in our account and you must be entitled to the Rent in accordance with the terms of the Tenancy Agreement. Changes to your bank details must be confirmed by you to us in writing.

2.8.2 We will account to you regularly showing the Rents received and transferred to you, payments made for our fees, and other disbursements made in respect of property management issues and repairs, refurbishments and maintenance of the Property, together with payments for any other services you authorise us to make on your behalf.

2.8.3 Where any overpayment of Rent has been paid to you we reserve the right to refund any such overpayment from monies held on your account whether paid to us by you, that same Tenant, another Tenant or any third party.

2.9 Arrears and Tenant's Infringements (applicable to our Standard Lettings and Full Management Services)

2.9.1 Should the Tenant fall behind with the Rent we will automatically adopt our arrears procedure, keeping you updated at suitable intervals. If we become aware of any other significant breaches of the Tenancy Agreement you will be informed accordingly.

2.9.2 If it becomes necessary to take legal action (and you do not have our RLP insurance detailed in clause 5.3) you will be responsible for instructing your own solicitor and for all fees arising. If any of our staff are required to attend Court on your behalf there will be a charge of £240.00 (incl. VAT) per day (or any part thereof) for each staff member plus reasonable travel costs and sundries.

2.10 Repairs and Management Reserve (applicable to our Full Management Service)

2.10.1 During the Tenancy Agreement (but not during marketing periods) we will investigate any faults reported to us at the Property and instruct suitable professional contractors to carry out necessary repairs.

2.10.2 In the case of repairs up to £250.00 works will be carried out immediately without reference to you providing we are holding sufficient funds. To provide for this facility we will hold a float of £250.00. Where major works are necessary, for example, roofing, replacement of a boiler or re-decoration, an estimate(s) will be obtained and sent to you for approval. Should the cost of these works exceed £250.00 we will charge a fee of 12% (10% excl. VAT) of the net invoice.

2.10.3 Whenever repairs become necessary we will use your own preferred contractors, subject to them having the necessary insurance and professional qualifications.

2.10.4 We reserve the right to instruct a contractor of our own choice, on your behalf, in the case of an emergency or if your preferred contractor is unable to undertake the work within a reasonable length of time.

2.10.5 You agree that you (and not us) will be liable for all the contractor's invoices (for the full cost of all works and repairs) where they are instructed in accordance with the Terms of Business.

2.10.6 We will make payment for all such invoices from monies held in your Rent account, and should such funds not be immediately available we will look to you to provide funds to settle the invoices immediately on notification by us.

2.11 Payments of Outgoings (applicable to our Full Management Service)

2.11.1 We will pay property related invoices and bills (with the sole exception of mortgage payments or loans) on your behalf and account to you on your statement.

2.11.2 We are entitled to accept and pay invoices and bills on your behalf which appear to be correct.

2.11.3 We are unable to make payment of any outgoings should we not hold a float of your funds and so we require sufficient monies to be available at all times during the Tenancy Agreement.

2.12 Property Visits (if requested by you)

2.12.1 At your specific request property visits will be arranged which will monitor the performance of the Tenant(s) in respect of their contractual obligations and allow Tenant(s) to communicate 'on-site' should they have special requests or queries.

2.12.2 At the conclusion of a visit we will submit a written report to you with comments regarding any recommendations for action required.

2.12.3 These visits should not be relied upon to pick up any structural defects and they do not include lofts, cellars or locked rooms.

2.12.4 Our charge for any visits is £120.00 (incl. VAT) each. We shall not be liable for any defect or losses arising out of any failure or delay to undertake any such visits if we are unable to gain access to the Property.

2.13 Tenancy Extension (applicable to our Standard Lettings and Full Management Services)

Prior to a fixed term Tenancy Agreement expiring we shall attempt to negotiate and agree a further fixed term with the existing Tenant unless you instruct us in writing to the contrary (such notice to be received by us at least 70 days prior to the end of the current fixed term). Fees payable in connection with such negotiations are payable whether the Tenant commits to a further fixed term or not.

2.14 End of Tenancy Check Out (applicable to our Full Management Service)

Where we manage the Property, our experienced members of staff will assist in settling any damages and endeavour to secure both you and the Tenant's express consent before we disburse the Deposit monies.

2.15 End of Tenancy Remarketing (applicable to our Standard Lettings and Full Management Services)

Where a Tenancy Agreement ends we shall automatically remarket the Property in accordance with clause 2.3 with a view to finding another suitable Tenant unless you instruct us in writing to the contrary (such notice to be received by us at least 70 days prior to the end of the current fixed term).

2.16 Refurbishments (applicable to our Full Management Service)

2.16.1 We are able to provide a comprehensive service from the installation of new kitchens and bathrooms to redecoration, soft furnishings and carpets.

2.16.2 To enable us to supply detailed estimates we require a payment on account in the sum of £250.00 which is deducted from our fee should you proceed with the works. If you decide not to proceed after we have provided proper and complete estimates in accordance with your specifications a maximum fee of £250.00 (incl. VAT) will be deducted from the sum held.

2.16.3 The funding for any such works is required prior to contractors being instructed.

2.16.4 Our fee for both these services is 18% (15% excl. VAT) of the net cost of the works.

2.17 Any Other Work / Services

In the event that you wish us to undertake any other work or services beyond that specified in the Terms of Business, we shall agree with you a description of that work in writing and the Terms of Business (or any amended terms agreed between you and us at the time in writing) will govern our relationship with you in respect of that other work.

3. Deposits

3.1 Deposits

3.1.1 Where we are instructed by you to hold the Deposit we

will hold the Tenant's Deposit as 'stakeholders' and it will not be released until both you and the Tenant have agreed to any proposed Deposit deductions or an appropriate third party adjudicator has ruled how it should be allocated between the parties.

3.1.2 No interest will be paid on the Deposit to either you or the Tenant.

3.1.3 Our charge for this service (where you opt for our Standard Lettings or Full Management Services) is £4.00 (incl. VAT) per month for the duration of the Tenancy Agreement, until such time as the Tenant gives up vacant legal possession of the Property.

3.1.4 Our charge for this service (where you opt for our Tenant Introduction Service) will be £48.00 (incl. VAT) per annum. This fee is payable at the commencement of the Tenancy Agreement, and payable at the same rate on each anniversary of the Tenancy Agreement start date whilst the Deposit is held.

3.2 Tenancy Deposit Protection

3.2.1 For all Assured Shorthold tenancies, if we are instructed by you to hold the Deposit, we will do so under the terms of a Tenancy Deposit Protection scheme chosen by us and the **Housing Act 2004 (as amended)**.

3.2.2 If you decide to protect the Deposit yourself (or appoint another agent to do so), we shall require from you, before we will release the Deposit, either:

- Your DPS Custodial membership number and the exact name on the account; or
- Your DPS Insurance protection confirmation complete with all relevant and correct details once it is active; or
- A valid TDS or my|deposits Deposit Protection Certificate complete with all relevant and correct details.

3.2.3 Our charge for collecting, checking the Deposit protection arrangements and transferring the Deposit is £75.00 (incl. VAT) per Deposit. In the case of DPS Custodial we shall make arrangements for the Deposit to be transferred to that scheme direct.

3.2.4 In all cases where you choose to protect the Deposit in your own deposit protection scheme it is your responsibility to ensure that the Deposit protection legislation is complied with including service of the Prescribed Information on the Tenant or any interested parties at the commencement of the Tenancy Agreement, and all other relevant periods in accordance with the legislation. We will not accept any liability for any loss suffered if you fail to comply with the deposit protection legislation, current good practice or Tenancy Deposit Protection Scheme Rules.

3.2.5 Where we are instructed by you on a Tenant Introduction Service you as the Landlord will be responsible for re-serving the Prescribed Information on the Tenant or any interested parties at all relevant periods in accordance with the legislation. We will not accept any liability or responsibility for your failure to re-serve the Prescribed Information or compliance with the **Housing Act 2004 (as amended)**.

3.3 Deposits at the end of the Tenancy Agreement

3.3.1 Full Management Service

At the end of the Tenancy Agreement we will endeavour to secure your consent and the consent of the Tenant for the allocation of the Deposit funds. Where no agreement can be reached and the Deposit is held in our chosen scheme we will deal with any adjudication procedure provided by the scheme. Please note that under our chosen scheme only a Tenant can raise a dispute. Where the Deposit is held in your own preferred scheme you will be responsible for dealing with the scheme administrators for the release of the Deposit or any dispute.

3.3.2 Tenant Introduction and Standard Lettings Service

At the end of the Tenancy Agreement you will be responsible for agreeing with the Tenant any claims against the Deposit and, where the Deposit is held in your preferred scheme, dealing with the release or adjudication of any dispute relating to those funds. Where the Deposit is held in our chosen scheme we will act as a simple conduit to pass your instructions or documentation provided by you to the scheme administrators. We will not approve or advise on the instructions or documentation provided by you. We will supply evidence in support of rent arrears for our Standard Lettings Service at your request.

3.3.3 Alternative Dispute Resolution

All parties agree to co-operate with any procedures put in place to resolve the dispute, and further agree to be bound by the terms of any decision made by the adjudicator appointed by the appropriate Tenancy Deposit Protection scheme where the dispute has been referred for Alternative Dispute Resolution (ADR). Any costs associated with the dispute resolution shall be split equally between you and the Tenant, subject to any decision made as to fees as a result of the ADR. It is not compulsory for you or the Tenant to refer any dispute in this manner; you or the Tenant may, if either choose to do so, seek the decision of the Courts. We reserve the right to decline any dispute being dealt with by ADR where we feel there is no reasonable prospect of success of your claim or where any fees payable under this section remain unpaid. Where ADR has been declined by us you remain entitled to bring a Court claim against the Tenant and you will be responsible for any costs involved in making any such claim. We cannot provide any advice on how to pursue a Court claim against the Tenant for recovery of any alleged arrears on rent or damage to the Property.

4. Safety and Legal Formalities

4.1 Gas (Appliances and Pipe-work)

The Gas Safety (Installation and Use) Regulations 1998 apply to all domestic properties. You must have all gas equipment and pipe-work (if any) at the Property safety-checked annually by a qualified person, keep a record of work carried out on the appliances, and obtain a Gas Safety Record (GSR).

4.1.1 Prior to any Tenancy Agreement

The GSR must be given to the Tenant at the commencement of the Tenancy Agreement. Where no GSR is provided by you in good time prior to a Tenancy Agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake the preparation of the GSR on your behalf. The cost of the preparation of the GSR will be payable by you to us when this work is ordered, and is non-refundable.

4.1.2 During the remaining period of any Tenancy Agreement

A GSR must be renewed annually. Where we are instructed under Standard Lettings or Full Management Services we reserve the right to instruct a suitably qualified contractor to undertake the preparation of a further GSR before its expiry should this not have been supplied by you to us in good time prior to expiry of the current GSR. The cost of this will be payable by you to us when this work is ordered, and is non-refundable.

Our charge for checking a GSR provided by you is £24.00 (incl. VAT). Nothing contained within this document or any action taken by us is intended to impose any responsibility for Gas Safety Reports on us. By signing the Terms of Business you are accepting full responsibility for ensuring that the Property and appliances installed within comply fully with these regulations.

4.2 Electrics (Appliances and Wiring)

4.2.1 **Part P of the Building Regulations** requires certain electrical works to be carried out by a qualified and competent electrician.

The Housing Act 2004 (as amended) further enforces **Part P of the Building Regulations**, and in order to safeguard you against possible prosecution should the Tenant sustain injury, all properties to be let require a Portable Appliance Test (PAT) and a Fixed Wiring Test (FWT).

4.2.2 Where 3 or more unrelated sharers occupy a property (making it a House in Multiple Occupation) an electrical safety test must be carried out and a certificate obtained.

4.2.3 We reserve the right to obtain either or both a PAT and a FWT for the Property prior to the commencement of the Tenancy Agreement, or on renewal, at your expense, where you do not supply these in time.

4.2.4 By signing the Terms of Business you accept full responsibility for ensuring that the Property, its wiring, and any of your appliances fully comply with these regulations.

4.3 Furniture/Furnishings & Fire and Smoke Regulations

4.3.1 You must comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989 and 1993)** which set levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within the Property must comply, and it is a criminal offence to let a property to a Tenant with noncompliant furniture or furnishings.

4.3.2 Should we find any furniture or furnishings in the Property that

does not comply with this legislation we will advise you to remove such items.

4.3.3 Should you not remove any such items, we may remove them and dispose of them at your expense. You can obtain a comprehensive guide to these regulations from your local Trading Standards Office.

4.3.4 **The Energy Act 2013 (TEA 2013)** came into force on 11 March 2015. Under **s 150 of TEA 2013** you as Landlord of the Property are required by law to install working Smoke and Carbon Monoxide alarms in the Property in accordance with the **Smoke and Carbon Monoxide Alarm (England) Regulations 2015**. The Regulations took effect on 1 October 2015, and require a Smoke Detector to be installed on each floor with living accommodation which includes bathrooms. A Carbon Monoxide Detector must also be installed in any room which is used as living accommodation and contains a solid fuel burning combustion appliance. Failure to comply with these regulations could result in the local authority issuing a Remedial Notice. If the local authority is satisfied that a Landlord has failed to comply with a Remedial Notice, they can impose a penalty charge which cannot exceed £5,000.

4.3.5 The Smoke & Carbon Monoxide Detectors must be installed and working at the commencement of each Tenancy Agreement. At your request and expense we can arrange for Smoke and Carbon Monoxide Detectors to be installed in the Property. We can also arrange for any Smoke and Carbon Monoxide Detectors installed to be checked prior to the Tenancy Agreement commencing.

4.3.6 If we identify that the required Smoke and Carbon Monoxide Detectors are not installed by you prior to the Tenancy Agreement commencing, we reserve the right to instruct a suitably qualified contractor to undertake the installation and testing in the required locations.

4.3.7 The cost of the installation of the Smoke and Carbon Monoxide Detectors will be payable by you to us when this work is ordered, and is non-refundable. Please contact your local office for further details.

4.3.8 We will not be responsible for any losses incurred by you for your failure to comply with the **Smoke and Carbon Monoxide Alarm (England) Regulations 2015** including any Remedial Notice or penalty charge.

4.3.9 By signing the Terms of Business you accept full responsibility for ensuring that the Property's contents comply with the regulations at clause 4.3.1 and the required Smoke & Carbon Monoxide Detectors are installed in accordance with the regulations at clause 4.3.4.

4.4 Energy Performance Certificates (EPC)

Before we market or manage the Property an EPC for the Property must have been commissioned. Unless you request otherwise, or provide an EPC to us when you sign the Terms of Business, we will instruct a surveyor to undertake the preparation of the EPC on your behalf. The cost of this preparation will be payable by you to us when this work is ordered, and is non-refundable should we not let the Property.

4.5 Licensing – Housing Act 2004

4.5.1 The Property will require a mandatory HMO licence if it comprises of 3 or more storeys and has 5 or more occupiers who do not form a single household and who share kitchen or bathroom facilities.

4.5.2 Further some Local Authorities may require a Landlord licence under the Selective Licensing regime under **s 80 (1) of Part 3 of the Housing Act 2004 (as amended)** for you to rent out the Property even if it is not a HMO. Other regulations may apply to other properties under Extended Licensing provisions depending on the policies of the local authority.

4.5.3 In both cases it is your responsibility to obtain a licence and to comply with any conditions imposed by the local authority. Letting a property without a licence where one is required is a criminal offence and can attract an unlimited fine in addition to legal costs and a penalty requiring the Landlord to repay rent received in the last 12 months.

4.5.4 If you think the legislation applies to the Property it is essential that you contact your local authority to register the Property.

4.5.5 If the Property requires a licence it is your responsibility to acquire and pay for one. By signing the Terms of Business you

are accepting full responsibility for ensuring the Property complies with the licensing regulations and any fine made as a result of your failure to obtain a licence. We do not accept any liability for your failure to obtain a licence and cannot assist you in applying for a licence.

4.6 HM Revenue and Customs and Tax Reports

4.6.1 We provide an Exclusive Tax Service to all Landlords where we collect the Rent (i.e. Full Management and Standard Lettings Services) which includes:

- A consolidated summary of property related income and expenditure covering the previous financial year;
- A dedicated team is available to assist with property related Tax queries concerning current Tax legislation and the Property;
- Providing HMRC with details of gross Rental income received by Landlords (when requested by them);
- Liaising with your accountant (at your request) to assist in completing your annual Tax return.

If you are residing outside the UK for six months or more in any financial year then this service also includes:

- Issuing the relevant NRL application form to enable you to apply for approval to receive your Rent without Tax deductions;
- Making Tax payments to HMRC quarterly, on your behalf, where you do not have an Approval number;
- Issuing you with a certificate of Tax paid where we have deducted Tax from your Rent and paid it to HMRC on your behalf;
- Providing HMRC with details of annual gross Rental income and annual Tax paid.

Our charge for this service is £78.00 (incl. VAT) and will be deducted from your Rent account after the end of the financial year.

Should the Terms of Business terminate during the financial year a report may still be generated and you may still be charged.

4.6.2 Should you request, we can provide a Comprehensive Tax Service where we collect the Rent (i.e. Full Management and Standard Lettings Services) which in addition to the above instead of the Exclusive Tax Service report you will receive an upgraded Comprehensive report which includes:

- The Property related income and expenditure covering the previous financial year formatted to mirror the Land and Property section of your Tax return. Our charge for this service is £150.00 (incl. VAT) and will be deducted from your Rent account after the end of the financial year.

4.6.3 Should any further reporting to HMRC be required that is not already included in the above service you will be charged £18.00 (incl. VAT).

4.7 Keys (*applicable to our Full Management Service*)

Where we are instructed on our Full Management Service we require 3 full sets of keys for the Property. Where you do not provide the required number of keys we may obtain copies at your expense (i.e. the cost of the required sets of keys plus a £10 (incl. VAT) administration fee).

4.8 Water & Bacterial Control

4.8.1 Please note that the **Water Act 2003** allows the Tenant, if renting the Property for longer than 6 months, to apply for a water meter without your permission.

4.8.2 **The Approved Code of Practice (ACOP)** issued by the Health & Safety Executive contains requirements and guidance that applies to let residential properties. Under the ACOP you must ensure risk from exposure to legionella at the Property is properly assessed and controlled. Further information is available at www.hse.gov.uk.

4.8.3 At your specific request and expense we can arrange for the Property to be assessed and a risk assessment completed and any remedial action arranged.

4.8.4 Should the Tenant contract Legionella and it is identified that its cause is linked to either hot & cold water, cooling and heating systems within the Property and you have failed to ensure that the Property has been properly assessed you may be exposed to prosecution under the **Health & Safety at Work Act 1974 and the Control of Substance Hazardous to Health Act 1999**. We do not accept any liability for any losses incurred by you as a result of your failure to ensure that a risk assessment is completed every 2 years and any recommendation contained within that assessment

are adhered to.

4.9 Introductory Fees from Third Parties

It is possible that in the normal course of business we will be offered Introductory Fees by third parties to whom we might introduce you or the Property. These fees allow us to charge lower fees to you. Additional information may be available if required. Depending on the type of information requested a reasonable administration fee may apply.

If we are offered Introductory Fees or other form of remuneration and we are satisfied that the service provided is as good as and / or no more expensive than other similar local services, and that your interests are not adversely affected, we may accept such Introductory Fees for our own benefit and will not account to you for these.

4.10 Permissions & Consents

In signing the Terms of Business you are confirming the following:

4.10.1 That you are the sole or joint owners of the Property registered at the Land Registry and have the legal right to let the Property under the terms of any mortgage or head lease.

4.10.2 In the case of joint ownership that all owners (as they appear on the title of the Property) will be named on the Tenancy Agreement and that if signing on their behalf this will be by way of a Power of Attorney created (as a deed) by a solicitor.

4.10.3 That your insurance company has consented to extend cover on the Property and its contents for the duration of any Tenancy Agreement, such cover to include third party and occupier's liability risk.

4.10.4 You are accepting full responsibility for obtaining and maintaining all necessary planning permissions relating to the use of the Property.

4.11 Clients' Bank Account

Any funds held by us as agent will be held in a bank account designated as a 'Client Account' and separate from our own funds. Our primary banking relationship is with NatWest Bank, although to spread the risk of funds held with individual banks clients' money may be held with alternative banks including term deposit accounts ensuring that all funds are protected and immediately available. These accounts will be operated in accordance with guidelines issued by our regulatory bodies and be subject to regular audits. Any interest or other income derived from the operation of these accounts shall be the exclusive property of Countrywide Residential Lettings Limited.

4.12 Governing Law and Jurisdiction

4.12.1 The Terms of Business and any issues, disputes or claims arising out of or in connection with them (whether contractual or non contractual such as claims in tort, breach of statute or regulation or other) shall be governed by, and construed in accordance with, the law of England.

4.12.2 If you are a person acting outside your trade or profession, you have the benefit of any additional protections which would be applicable to this contract were it governed by the laws of the country in which you usually live.

4.12.3 All disputes or claims arising out of or relating to the Terms of Business shall be subject to the exclusive jurisdiction of the Courts of England & Wales to which the parties irrevocably submit.

4.13 Immigration Act 2014 "Right to Rent"

4.13.1 Under **section 22** of the **Immigration Act 2014** a landlord should not authorise an adult to occupy the Property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or EEA or Swiss national, or has a "Right to Rent" in the UK. An occupier will have the "Right to Rent" in the UK provided they are present lawfully in accordance with immigration laws.

4.13.2 Landlords who breach **section 22** may be liable for a civil penalty up to £3,000 per Tenant. These penalties will not apply where a landlord has carried out specified checks prior to the Tenancy Agreement and further checks at appropriate intervals for occupiers with a time limited Right to Rent and has reported occupiers with a time limited Right to Rent who do not pass follow up checks to the Home Office.

4.13.3 We will complete the required checks in accordance with

the **Immigration Act 2014** at or prior to the commencement of the Tenancy Agreement for our Tenant Introduction, Standard Lettings and Full Management Service. Should any of the proposed Tenants or Occupants fail to provide the required evidence; the Tenancy Agreement will not proceed. We will report the outcome of these checks to you but you should note that it is unlawful discrimination for you or us to restrict a tenancy length or refuse to grant a tenancy based on the Right to Rent checks except where some or all of the Tenants or Occupants have failed the checks.

4.13.4 For our Full Management and Standard Lettings services we will also carry out further follow up checks as required prior to any time limited right expiring or within 12 months elapsing from the previous check, whichever is the later. If any Tenant or Occupier fails to provide the information necessary to complete these checks or we are not reasonably satisfied that they continue to have a Right to Rent we will report them to the Home office. If you have instructed us under our Tenant Introduction Service the requirement to carry out follow up Right to Rent checks in relation to the Tenants and Occupants will rest entirely with you.

4.13.5 We do not accept any responsibility or liability for any losses or fines you may suffer if you fail to comply with the legislation by failing to carry out checks or follow up checks, entering into, or continuing to allow persons to reside where we have informed you that the Tenant or Occupants have not passed initial or follow up checks. You agree to indemnify us against any losses, costs, expenses, or fines we might suffer as a result of you permitting Tenants or Occupants to enter or remain in a Property or do not instruct us to make a report where we have informed you that the Tenants or Occupants have not passed initial or follow up checks.

4.13.6 More information on the Right to Rent and checks can be found at www.gov.uk/government/publications/right-to-rent-landlords-code-of-practice

5. Insurance

5.1 Insurance

It is essential that you notify your insurance company of your intention to let the Property so they can advise you of any additional cover that may be necessary. We require proof that a policy giving permission for letting exists.

5.2 Buildings and Contents

We offer a comprehensive insurance scheme specifically designed for Landlords, which is underwritten by AXA Insurance, one of the world's leading insurers. We may provide you with full details and a quotation at the start of our marketing or management of the Property. Further, when any insurance policies you may have negotiated through us come up for renewal, we may transfer cover to a different insurer (for which we are an Agent) if this policy offers the same cover at a lower price. By signing the Terms of Business you agree to this change when your policy comes up for renewal.

5.3 Rental Protection and Legal Expenses Insurance (RLP) *(applicable to our Standard Lettings and Full Management Services, if requested by you)*

5.3.1 We offer a comprehensive Rental protection and legal expenses insurance which covers:

- Monthly Rent paid by the insurers until vacant legal possession is obtained (subject to the policy excess and terms);
- Your legal costs (subject to the terms of cover), being Court fees, solicitor's fees, and / or bailiff's fees all paid for obtaining possession;
- The policy does not cover your opponent's legal costs if you were to lose the claim;
- By signing the Terms of Business you provide authority for us to instruct our nominated solicitor and for proceedings to be issued in your name against the Tenant in order to obtain vacant possession of the Property;
- The facility to use the security Deposit held (if any) for property damages (if any) rather than Rent arrears.

5.3.2 Subject to suitable Tenants being found, the cost of this policy is 2.77% excl. IPT (3.03% incl IPT) of the monthly Rent paid, and this cost is deducted from your Rent at source. The current rate of IPT is 9.5%. Should the rate of IPT change the fees indicated in the Terms of Business will be adjusted to reflect this change.

6. Empty Care Service

6.1 Empty Properties

Our Fully Managed Service does not include the supervision of empty properties whether it is empty prior to a Tenant taking occupation, between tenancies, or after a Tenant has vacated the Property. Once a property is untenanted we cannot pay bills on your behalf nor instruct contractors unless such action is part of a previously agreed refurbishment programme, or you have instructed us in the empty care service below.

6.2 Our Empty Care Service

Our empty care service is available to you as a flexible programme of visits to the Property at agreed intervals. It is designed for the empty period between lettings while the Property is on the market for rent or sale, or to cover any periods when the Property is empty for any other reasons.

Our service to you will include:

- Visits: We will visit the Property at agreed intervals to ensure that there are no obvious defects or irregularities. These visits should not be relied upon to pick up any structural defects as they consist of a walk through, which excludes lofts, cellars and locked rooms inspections. The cost of these visits is £120.00 (incl. VAT) each.
- Reports: Following each visit we will submit to you a brief report highlighting any irregularities, defects or problems, in line with the above.
- Management float retention: A minimum of £250 must accompany the initial payment of our fees so that we have a float to pay for repairs in the event of an emergency. The float, less any monies correctly spent and accounted for on your behalf, will be returned to you upon your written confirmation that you wish us to end this service.

It is essential that you notify your insurance company of your intention to leave the Property empty. You may require further advice from your insurer as to any additional cover that may be necessary for an empty property.

7. Other Services and Information

7.1 To Let Boards

In order to assist our marketing of the Property we may erect a 'To Let/Let By' board unless you instruct us otherwise in writing.

7.2 Service of Notices *(if requested by you)*

7.2.1 If you require us to serve a Notice of Possession on the Tenant there will be a minimum charge of £90.00 (incl. VAT).

7.2.2 We require at least 7 working days for any instructions relating to notices to be acted upon. Statutory provisions impose important time limits and failure to meet these limits can be fatal to the rights concerned. If you fail to comply with this provision we may be unable to implement the instruction.

7.2.3 If you instruct us to serve notice for any Tenancies created after 1 October 2015 the Tenant must have been served with a copy of the GSR, EPC, Deposit Protection Certificate, Prescribed Information and the "How to Rent Guide" at the relevant time otherwise any notice could be deemed invalid. If you and not us, deal with the arrangement or provision of these documents to the Tenant in any way, including but not limited to Tenant Introduction Landlords who complete the Tenancy Agreement and check in of the Tenant, we do not accept any responsibility for your failure to comply with the **Assured Shorthold Tenancy Notices and Prescribed Requirement (England) Regulations 2015**. In all cases if the Tenant has raised a repair issue which remains unresolved; or a response has not been given to the Tenant within 14 days regarding the repair; or the response is inadequate; or a complaint has been made to the local Housing Authority you will be unable to serve notice.

7.2.4 We accept no liability or responsibility for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve your own notice. If you provide us with information that is later found to be incorrect, or you hold the Deposit in your own deposit protection scheme account we accept no responsibility for the validity of the notice served should the relevant statutory provisions not be satisfied.

7.2.5 We accept no liability for non-receipt of any such communication. We accept no liability if you do not provide instructions that are clear and complete enough to be acted upon.

7.3 Services to Purchasers

We are legally obliged to inform you that this Company or any other

company within Countrywide PLC may offer the following services to potential purchasers of the Property:

- Estate agency services;
- Mortgage and financial services;
- Arrangement of house contents and general insurance;
- Survey and valuation services;
- Chattel auctions;
- Conveyance services.

7.4 Incorrect Information

You, as owner and Landlord of the Property, warrant that all the information you have provided to us is correct. Should this information not be correct, and this causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses we suffer.

The statutory rights of either you or the Tenant to take legal action against each other remain unaffected by this clause.

7.5 Indemnity / Ratification

You, the sole owner of the Property, undertake to ratify what we as your agent shall lawfully and reasonably do by virtue of the Terms of Business and to indemnify us against all costs and expenses properly incurred by us in carrying out our duties and all other actions and acts pursuant hereto including legal expenses.

Please be aware that Countrywide Residential Lettings Limited may operate in its own name when providing administrative support services to Landlord clients.

7.6. Complaints and Redress Scheme

Although we will always strive to offer you the highest level of service in accordance with the law and industry standards, we recognise that sometimes you may not be satisfied with the service we deliver for you. In the first instance, we would encourage you to discuss any problems verbally and informally with your principal contact within the company. If this office is the source of your complaint, staff here should be able to help quickly and answer any questions you may have. If this does not resolve your concerns, then the Company's formal procedure can be invoked.

How do I make a formal complaint to you?

Stage 1 – Manager

If the verbal and informal approach does not satisfactorily deal with your concerns, we ask that you put your complaint in writing to the Manager responsible for the office that deals with the matter about which you wish to complain. If your complaint is about that person, please write to that person's line Manager.

We advise you to keep copies of all correspondence sent to us and notes of any conversations or telephone calls.

In order that we can help resolve your concern as quickly and efficiently as possible, we ask you to provide the following information in the letter of complaint:

- Your name, address and a daytime telephone number on which you can be contacted.
- The name and office location of the individual within the company with whom you have been dealing.
- A clear description of your complaint, giving concise details of what you believe has gone wrong.
- Details of what you would wish to be put right.

Your letter will be acknowledged within 3 working days of receipt and you will be advised of the timescale for sending a full reply, which will usually be within 15 days. An internal investigation into your complaint will be undertaken and, following completion of the same, you will be provided with a full response with details of what actions we have taken or will take.

It is hoped that this response will resolve the matter to your complete satisfaction.

Stage 2 – Area / Senior Manager / Customer Care Executive

If your complaint is not satisfactorily resolved by stage 1 above or if you still have concerns, you can request that the matter be referred to the Area / Senior Manager with responsibility for that office. You can email the customer care department at customercare@countrywide.co.uk. A separate review of your complaint will be undertaken and you will be contacted usually within a further 15 days to inform you of the conclusions reached. This response will

represent the final viewpoint of the Company.

What can I do if I am still not satisfied?

As a matter of final resolution, if you have exhausted our internal complaints procedure, we are regulated by The Property Ombudsman who will consider a formal complaint as our nominated redress scheme. Details about this scheme can be obtained from your local office, and will always be supplied to you should you have exhausted our internal complaints procedure without satisfaction. Further details for the TPO can be found at www.tpos.co.uk. You agree that, in the event of you making a complaint to the TPO or to the TPO redress scheme, we may disclose information relating to the letting of the Property to the Ombudsman. You also agree that we may disclose your contact details to TPO Ltd (who are responsible for running the TPO scheme) to assist them in their monitoring of our compliance with the TPO Code of Practice.

8. Our Fees

8.1 Terms relating to Fees

8.1.1 If we introduce a Tenant who enters into an agreement to Rent the Property, Fees becomes payable to us by you. The Fees are charged for the Introduction, Renewal (where the Tenancy Agreement continues beyond the original term) and the Standard Lettings Service or Fully Managed Service (where those services are requested by you).

8.1.2 The Fees are payable by you in circumstances where a Tenant introduced to the Property by us executes a Tenancy Agreement, whether or not the tenancy is finalised by us.

8.1.3 If an offer from a Tenant has been accepted by you, references have been applied for and/or tenancy documentation prepared, you will become liable for a fee of £600.00 (incl. VAT) if you then decide to withdraw and not to proceed to completion or to possession.

8.1.4 The scale of Fees charged is set out in clause 8.2 below.

8.1.5 The Introduction Fee is charged as a percentage of the total value of the Rent over the agreed term as specified in the Tenancy Agreement.

8.1.6 The Introduction Fee is payable on or before the commencement of the Tenancy Agreement. Where the Introduction Fee exceeds the initial Rent monies paid by the Tenant, the balance must be paid prior to the commencement of the Tenancy Agreement.

8.1.7 The Standard Lettings Service (SLS) and Full Management Service (FMS) Fees are charged as a percentage of the monthly Rent payable by the Tenant.

8.1.8 The SLS or FMS Fees can be paid either in full at the outset of the tenancy and any extension thereof or will be deducted monthly from Rent received.

8.1.9 We will deduct the SLS or FMS Fees from the Rent, or from any other monies that we hold on your behalf.

8.1.10 Where we are instructed under Tenant Introduction or where you have terminated our Standard Lettings Service or Full Management Service we will be entitled to charge a Tenant Introduction Renewal Fee.

8.1.11 The Tenant Introduction Renewal Fee is payable by you for the whole time (excluding the original term of the original Tenancy Agreement) that the Tenant introduced by us or the Occupant remains in occupation of the Property, in the event of a renewal, extension or during a period of holding over (whether the extension or holding over is by a Tenant or Occupant).

8.1.12 The Tenant Introduction Renewal Fee will be charged as a percentage of the total value of the Rent over the period of the original term as identified in the original Tenancy Agreement, Tenant Introduction Renewal Fee is payable whether or not we have negotiated the tenancy, renewal, extension or holding over.

8.1.13 During periods of holding over (whether the holding over is by a Tenant or Occupant) the Tenant Introduction Renewal Fee will become payable at the point that holding over arises and thereafter at intervals equal to the period of the original term as identified in the Tenancy Agreement.

8.1.14 The Tenant Introduction Renewal Fee must be paid upon or prior to the start of the renewal, extension, or the dates in line with clause 8.1.13.

8.1.15 Where there is more than 1 person comprising the Tenant

or Occupant, the Tenant Introduction Renewal Fee will be payable in full where any or all of them remain in occupation after any renewal, extension or on the dates in line with clause 8.1.13.

8.1.16 If we do not hold sufficient amounts of your money to pay our fees, we will invoice you and our fees will be payable within 7 days of the invoice date. If we receive any money from you or from a third party on your behalf, we may use that money to pay any amounts due to us from you.

8.1.17 If you or the Tenant terminates the Tenancy Agreement prior to the end of the tenancy term, and such termination is in compliance with the terms of the Tenancy Agreement (for example because a break clause was included and exercised), an appropriate percentage of the Tenant Introduction Renewal Fees, calculated on a pro rata basis, will be refunded upon written request for the remaining period of the tenancy.

8.1.18 If the Landlord is more than 1 person each person forming the Landlord will be jointly and severally liable for our Fees.

8.2 The Amount of the Fee

8.2.1 Our Introduction Fee is 12% (10% excl. VAT) (subject to a minimum fee of £600.00 (incl. VAT).

8.2.2 Our Standard Lettings Service Fee is 15.6 % (13% excl. VAT), payable in accordance with the frequency with which Rent is due and on the total Rents payable under the terms of the Tenancy Agreement.

8.2.3 Our Full Management Service Fee is 19.2% (16% excl. VAT), payable in accordance with the frequency with which Rent is due and on the total Rents payable under the terms of the Tenancy Agreement.

8.2.4 The Fees for our Standard Lettings Service or Full Management Service identified in clauses 8.2.2 – 8.2.3 above are payable for the duration of the period that we are instructed by you to undertake these management services irrespective of any renewal, extension or period of holding over of the Tenancy Agreement.

8.2.5 Our Tenant Introduction Renewal Fee is 12 % (10% excl. VAT) (subject to a minimum fee of £600.00 (incl. VAT) for each period that the Renewal Fee relates) on the total Rent payable under the terms of the Tenancy Agreement.

8.2.6 Should any amounts due to us be outstanding for a period of more than 7 days, we reserve the right to charge you interest at 4% above the Bank of England base rate from the date the fees became due until the date of payment. Interest will accumulate on a daily basis and will be compounded monthly.

8.2.7 The fees set out here are lower than we would seek to charge. We are able to charge lower fees to you because we are paid referral fees by a number of third parties in relation to introductions and things such as details of our Landlords and their Properties. Additional information may be available if required. Depending on the type of information requested a reasonable administration fee may apply.

8.2.8 There are also a number of additional costs identified in the Terms of Business that will be payable by you as the Landlord of the Property.

8.2.9 Payments made by credit card will be subject to an additional charge of 3.0%. If you have any query about any invoice, you should contact us straight away.

8.3 Fee and Service Changes

8.3.1 If a Tenancy Agreement continues for more than 2 years we reserve the right to increase the quoted Fees or other fees.

8.3.2 Should you wish to change from our Full Management Service, such change will be subject to the agreement of the Tenant and cannot be undertaken until the end of the existing fixed term tenancy. This will allow the Tenant the opportunity to find alternative accommodation if they are reluctant to liaise directly with you. You must always give us 3 months' written notice if you wish to change your service.

8.4 Termination & Suspension

8.4.1 We reserve the right to suspend the provision of our Standard Lettings or Full Management Service in the event that any payments from you are outstanding. We shall not be obliged to continue to provide our services until full payment of any outstanding amount has been made. We will not be liable for any loss suffered by you

during any period of suspended service.

8.4.2 3 months written notice must be given if for any reason either party wish to terminate the Terms of Business. However, our fees remain due and payable by you as follows:

- Standard Lettings or Full Management Service: fees remain payable at the agreed percentage until the end of the notice to terminate the Terms of Business, or until the Tenants vacate the Property (whichever is sooner);
- Tenant Introduction Renewal Fees remains payable at the agreed percentage in connection with any renewals, extensions or periods of holding over by the same Tenant or Occupant.

8.4.3 Should there be a legitimate and enforceable breach of the Terms of Business by us (as agent), you may terminate the Terms of Business forthwith and no further fees will be payable.

8.4.4 We reserve the right to suspend or terminate the provision of our Standard Lettings or Full Management Service immediately in the event that you the Landlord breach any of the relevant Housing legislation including but not limited to **Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989 and 1993), The Gas Safety (Installation and Use) Regulations 1998, The Protection from Eviction Act 1977, The Housing Act 1988, The Housing Act 2004 (as amended), The Housing (Tenancy Deposit Prescribed Information) Order 2007, The Heat Network (Metering and Billing) Regulations 2014, and The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.**

9. Exclusion of Liability

9.1 Nothing in the Terms of Business shall exclude or limit our liability for death or personal injury caused by the negligence of us as agent.

9.2 Our services will be provided using diligence and care. We cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise of a Tenant or for services provided by a third party and we cannot accept liability for any failure on their part.

9.3 We cannot accept liability for any loss or damage howsoever caused (even if foreseeable) where the Terms of Business have been concluded under clause 2 or terminated by you under clauses 8.4.2 and 8.4.3.

9.4 In no event will we be liable to you in contract or tort or otherwise including any liability in negligence for any loss of savings, profit, use or value or any indirect or consequential loss however arising.

9.5 Our entire liability in respect of the services provided shall not exceed £25,000.00.

9.6 Each condition in the Terms of Business excluding or limiting liability operates separately. If any provision or part of a provision is held by a Court to be unreasonable or inapplicable, the other parts shall continue to apply.

9.7 Force Majeure shall not entitle either party to terminate the Terms of Business and neither party shall be in breach of the Terms of Business, or otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations, due to circumstances beyond its control.

10. Data Protection

Under the **Data Protection Act 1998** you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

11. Entire Agreement

11.1 The Terms of Business constitutes the entire agreement between the parties and supersedes and extinguishes any previous agreements, arrangements and understandings between us relating to the Terms of Business, whether made in writing or verbally.

11.2 Each party acknowledges that in entering into the Terms of Business, it does not rely on any statement, representation or warranty made innocently or negligently by any person, which is not included in the Terms of Business.

11.3 The parties agree that each of them shall have no remedy for any statement, representation or warranty made innocently or negligently by any person, which is not party to the Terms of Business.

11.4 Nothing in this clause shall limit or exclude any liability for fraud.

Notice of the Right to Cancel

You may have the right to cancel this contract under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** within 14 calendar days from the date upon which you received the Terms of Business. Notice of Cancellation must be in writing and should be delivered or sent by post to: **Cancellations Department, The Lettings Support Centre, Countrywide House, Lake View Drive, Sherwood Park, Annesley, Nottingham NG15 0DT** or by email to crlcancellations@countrywide.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

Even if you cancel your Terms of Business with us you will not be able to cancel any lettings which we have entered into on your behalf and we may charge for any services performed during the cancellation period as we would charge a Landlord who had engaged us for Tenant Introduction Service.

Cancellation Notice

If you wish to cancel this contract, you must do so in writing. Please complete, detach and use this section to do so and ensure that it is delivered or sent by post to the respective addresses detailed above.

CL/STD/28012016

Cancellation Notice

To: Countrywide Residential Lettings Ltd
The Lettings Support Centre, Countrywide House, Lake View Drive, Sherwood Park, Annesley, Nottingham NG15 0DT

I/We* hereby give notice to cancel the Terms of Business relating to the Property the address of which is:

Terms of Business received on:

Signed:

Print Name:

Date:

Postal Address:

Phone Number:

Email Address:

Our contract with you

CHOICE OF SERVICE This table illustrates the benefits for each level of service.	Tenant Introduction	Standard Lettings	Full Management
Marketing advice & marketing strategy	✓	✓	✓
Arranging the EPC*	✓	✓	✓
Introducing a Tenant & negotiating terms	✓	✓	✓
Arranging Tenant references	✓	✓	✓
Preparing documentation*	✓	✓	✓
Tenancy Deposit Scheme membership*	✓	✓	✓
24 hour log-in facility for Landlords	✓	✓	✓
Quotes for contents & buildings insurance	✓	✓	✓
Negotiating renewals	✓	✓	✓
Transferring utilities	✓	✓	✓
Arranging periodic electrical inspections*		✓	✓
Exclusive Tax Service*		✓	✓
Client accounting and arrears		✓	✓
Arranging the inventory and check-in*		✓	✓
Handling / managing repairs for insurance claims*			✓
Arranging routine repairs and maintenance*			✓
Payment of invoices			✓
Arranging annual gas safety certification* <small>(Subject to instruction under clause 4)</small>			✓
Managing the check-out process			✓

* Additional charges will apply for this service

The meaning of words

“we”, “our”, “us”	Countrywide Residential Lettings Limited, and any and all trading subsidiaries of Countrywide plc. We have many brands and trading styles. Please see www.countrywide.co.uk for details of the various brands we use.
“you”, “your”	the owner of the Property or their nominated agent with whom we have entered into this contract
“Deposit”	any money paid as such by the Tenant before the start of the Tenancy Agreement and in accordance with the terms of the Tenancy Agreement
“HMRC”	Her Majesty’s Revenue and Customs
“Headings”	The headings in the Terms of Business are inserted for convenience only and shall not affect the interpretation or construction of the Terms of Business
“Occupant”	a person other than the Tenant in actual occupation of the Property but excluding anyone in occupation as a trespasser or without the Tenant’s permission
“Property”	the freehold or leasehold property or properties detailed in this contract together with any other present or future freehold or leasehold property in respect of which you instruct us to act
“Prospective Tenant”	the person to whom we introduce your property with a view to them becoming a tenant and entering into a Tenancy Agreement
“Rent”	the money payable to you by your tenant in accordance with the terms of the Tenancy Agreement (including the premium in a premium lease)
“References to Statutes”	References to any statute or statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Terms of Business
“Tenant”	the person introduced by us to you and who, following our introduction, enters into a Tenancy Agreement with you
“Tenancy Agreement”	an agreement, contract, or premium lease (including any continuation, extension or renewal of any agreement or premium lease) whether in writing or verbal or created by operation of law for the Lettings of the Property
Other words in this agreement	Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. The words “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words whether wide construction is possible
“TI”	Tenant Introduction
“SLS”	Standard Letting Service
“FMS”	Full Management Service