

Terms & Conditions

1. Appointment & termination

- a) You appoint us and we agree to provide the letting services specified in the particulars (and described in further detail below) in relation to the property from the date on which you sign the particulars until the contract is terminated. The terms on which you appoint us and we agree to provide the lettings services are set out in these terms and particulars. If and to the extent that the particulars contradict these terms, the particulars apply.
- b) You confirm that you are the owner(s) of the property and are entitled to rent out the property under the terms of your mortgage and/or any head lease. It is common for mortgages and head leases to say that you cannot let the property without the consent of the lender or landlord (as the case may be). If you need consent from your mortgage lender or a landlord before you can let the property, you confirm that you have obtained this consent and will give us proof of this if we ask you to.
- c) Termination of the contract can be instructed by you or us by not less than one month's notice in writing at any time. Unless you terminate the contract as a result of our breach of contract, we will be entitled to retain fees and to receive further fees in the circumstances specified in the particulars following termination.
- d) In addition to the definitions contained in the particulars the following words have the following meanings:

Potential tenant	any person(s) who may be interested in taking a tenancy of the property, including persons who do not view the property or make an offer;
Applicant	any person(s) who make an offer to let the property;
Tenant	any person(s) who enter into a tenancy agreement in relation to the property;
Offer	an offer to enter into a tenancy of the property;
Tenancy	any tenancy of the property entered into between a tenant and you;
Tenancy agreement	the contract between you and the tenant which governs the tenancy.

2. What we will do

2.1 Property information

- a) We will visit at a time agreed in order to take interior and exterior photographs. Following the inspection, we will prepare property information. It is a legal requirement to ensure that the property information includes certain information such as the proposed rent and number of rooms in the property.
- b) If you wish to place any restrictions on or criteria to be met by applicants (e.g. Non-smokers, no pets), please tell us at the inspection. If you do so, the property information will reflect your instructions unless they are discriminatory. Some restrictions may affect our calculation of the market rent at which the property can be let.
- c) By law, we must not publish information about the property which is false or misleading so, if the property information is inaccurate or misleading in any way, you must inform us.

2.2 Market rent

- a) Unless you instruct us otherwise, our market rent calculation will exclude utilities such as gas, electricity, water, council tax and telephone charges.
- b) While the property is being marketed, we may recommend that the market rent should be revised.
- c) If we recommend that you carry out works of decoration, furnishing and cleaning before marketing or before the tenancy agreement is signed in order to present it to the best advantage, we will also advise you on the appropriate market rent assuming those works are carried out to a high standard.

2.3 Marketing techniques

- a) We will market the property by advertising it on our website and on such other internet property portals and mobile platforms as are available and we reasonably consider appropriate. A full list of the internet property portals we advertise through on the date of this contract is set out on our website. This is subject to change but we will make reasonable efforts to maintain a similar level of market coverage.
- b) We use reasonable endeavours to make our website available on a continuous basis and we will make reasonable efforts to rectify faults or problems to restore our website to full operation or capacity as soon as practicable. Not all faults are in our control and from time to time our telecommunications and hardware may face issues.
- c) When we market your property by submitting it to third party internet portals, we are bound by their terms and conditions.

- d) We are instructed to market properties for various clients at any given time. Whilst we use reasonable efforts to market them all using techniques set out above, we respond in good faith to all enquiries from potential tenants about properties and will only suggest your property to a potential tenant if we consider it appropriate to do so.
- e) Any accounts we hold with social and/or business networking sites such as Twitter and Facebook and similar activities we carry on are operated for the purpose of developing our business. We are not obliged to post information about the property anywhere other than our own website and the internet property portals.

2.4 Viewing & keys

- a) If your property is empty, we will require a set of keys to gain entry for viewings. Viewings will be accompanied by a member of staff.
- b) If your property has a tenant residing in it, we will arrange an appropriate time for potential tenants to view the property. These viewings will not be accompanied unless by request from the landlord or tenant.
- c) All keys will be given to the new tenant on move in day. Spare keys will only be kept on the business premises upon request of the landlord.
- d) The Market Place claims liability of all keys in the home that open doors. Window keys will not be counted or accountable for.

2.5 Offers

- a) If we receive an offer, we will promptly forward the details on to you, including any information which we have relating to the applicant which may be relevant to their offer. We will continue to inform you of any further offers we receive up to the point when the tenancy agreement is entered into.
- b) If an applicant provides a holding deposit, we will hold this in a separate, designated client account but we may use it to meet the costs of administration charges.

2.6 Referencing & credit checks

- a) We will take references on an applicant which are appropriate to the circumstances of that applicant.
- b) Where references are provided directly by the applicant, we will take diligent steps to validate their authenticity.
- c) It is a legal requirement to verify the identity and nationality of any successful applicant and their individual right to rent.
- d) We will provide you with all relevant facts (subject to data protection restrictions) relating to the applicant to enable you to make an informed decision.

2.7 Tenancy agreement

- a) We will prepare an appropriate written tenancy agreement that includes any agreed or specially negotiated clauses or terms particular to the property or the circumstances of you or the tenant.
- b) We are obliged to give the tenant the opportunity to raise queries in order to clarify and understand their rights and obligations under the proposed tenancy agreement and to provide the tenant with relevant and appropriate documentation prior to their occupation of the property or commencement of the tenancy. If there is to be a guarantor, that person will also be given the same opportunities.
- c) We will collect a deposit equal to the monthly rent as a minimum from your tenant when the tenancy agreement is signed to safeguard you against breakages and damages. A larger figure can be collected as per the landlord's request.
- d) On or before completion of the tenancy agreement, we will ensure that we have obtained one month's rent from the tenant in advance.
- e) We will sign the agreement on your behalf. If you require to see the tenancy agreement before move in, this will have to be specially requested.

3. What we will do

3.1 Rent

- a) We will collect all rents or other sums from time to time payable to you in respect of the property.
- b) We will hold any rent and other monies received on your behalf in a separate designated client account.
- c) If a rental payment is late, we will take such steps as are reasonable in order to recover any such overdue payments.
- d) We will pay such of your liabilities in respect of the property as are specified in the particulars but only to the extent that we are able to do so out of the sums collected and retained by us under clause 3.1(a).

- e) We will pay to you or to such bank account as you may specify to us the rent received under clause 3.1(a) less the outgoings paid in accordance with clause 3.1(d) each month.

3.2 Inventory

- a) We will arrange for an inventory to be produced by a member of staff.
- b) We will retain a copy of the inventory and liaise with the tenant over their signature of the inventory.

3.3 Deposits

- a) We will hold and register a deposit taken from your tenant (dependant on management option/surcharge option) to safeguard you against breakages and damages in a tenancy deposit scheme. We will comply with the relevant sections of the Housing Act 2004 in our handling of your tenant's deposit.

3.4 Repairs, maintenance, etc.

- a) At the beginning of the tenancy, we will inform service companies and the local authority of the new tenancy and provide relevant meter readings where applicable.
- b) We will inform you of all maintenance issues that arise. If you ask us to rectify those issues, a competent contractor will be instructed to carry out that repair. Their invoice will be paid and recovered from the monthly rental amount noted under clause 3.1.
- c) If you are uncontactable and a repair is deemed as a matter of urgency, we will instruct a contractor immediately.
- d) You agree to transfer sufficient funds to us immediately in case the monthly rental amount does not cover the invoice.

3.5 Records

- a) We will maintain all reasonably necessary books and records, in particular so as to enable your solicitors to serve all necessary notices under any tenancy of the property or any part of it and to enable your accountants to compile statements of account and tax returns in respect of the property.
- b) We will keep suitable records of repairs, maintenance, etc. carried out on your behalf and of any routine inspection visits which we carry out during a tenancy.

3.6 Tenant's breach

- a) We will notify you of any apparent breach of any tenancy agreement of the property or any part of it or of any unlawful or suspicious act or omissions or circumstances relating to the use or occupation of the property. This only extends to such breaches as we are actually aware of and not to any breaches which we couldn't reasonably be expected to have knowledge of, taking into account our other obligations under this contract.

3.7 End of tenancy

- a) Following receipt of appropriate instructions from you (all instructions in writing), we will take necessary steps to serve a lawful notice in writing upon your tenant to terminate the tenancy, either in line with your instructions or at the earliest time the law allows taking account of your requirements.
- b) If we receive lawful notice from a tenant, we will inform you promptly and in writing.
- c) On giving or receiving notice to bring a tenancy to an end, we will provide the tenant with general written guidance as to what steps need to be taken relating to the preparation of the property for the final checkout, handover of keys and other matters.
- d) If a tenant does not vacate the property on the due date, we will take steps to ascertain the tenant's intentions and advise you as soon as practicable.
- e) Unless you give us specific instructions to the contrary, we will arrange for the final check out as soon as reasonably practicable after the tenant vacates and at the lawful end of the tenancy. We will offer the outgoing tenant the opportunity to be present to observe the final checkout.
- f) If it is agreed that there are no intended deductions or any dispute after the final checkout visit has been completed, we will refund the full deposit to the former tenant.
- g) We will co-operate and comply fully with any investigation and the result of any independent alternative dispute resolution service.

4. What you agree to do

In addition to any other obligations set out in these terms and the particulars and except to the extent that we have expressly agreed to accept responsibility for any of your obligations by providing additional services to you.

4.1 Marketing and sale of property

- a) Before the property can be marketed, you must have in place or at least have instructed an energy performance certificate (these can be instructed by us at a price set out in the particulars).
- b) Should the tenant, originally introduced by us, go on to purchase the property, then you will pay a fee of 2% of the final sale price.

4.2 Condition of the property and fixtures, fittings and contents, gas appliances and electrical equipment

- a) You agree to make the property available for letting in good, clean, safe and tenantable condition. You agree to ensure that all fixtures, fittings and contents provided with the property are fully operational and are serviced before the start of the tenancy.
- b) You confirm that you have statutory obligations to maintain the property in a good and tenantable order and will not instruct us to do (or not to do) anything which would put you in breach of these obligations.
- c) You must have all gas appliances in the property inspected annually by a gas safe registered engineer and obtain a gas safety certificate. You must provide copies to us and to your tenant. You confirm that you comply in all respects with the gas safety (installation and use) regulations 1998 and will continue to do so throughout the contract.
- d) You must ensure the safety of electrical appliances and all wiring, plugs and sockets in the property and that the electrical supply is "safe" and will not cause "danger", as those terms are used in the electrical equipment (safety) regulations 1994, and that it complies with all statutory requirements.
- e) You must ensure that all furniture in the property which is included in the letting (including anything added during the term of the tenancy) complies fully with the consumer protection act 1987 and all statutory instruments made it under it including the furniture (fire safety) regulations 1998 (as amended in 1989 & 1993).
- f) You acknowledge that the property cannot be let unless the requisite safety certificates are issued. If the property fails an inspection, it is your responsibility to arrange for the necessary works to be performed in order to obtain the appropriate safety certificates.

4.3 Insurance

You agree to maintain adequate buildings and contents insurance throughout any tenancy and ensure that the policy extends to furnished lettings. Please note that many household insurance policies do not provide such cover.

4.4 Other Outgoings

If any council tax or other outgoing is due to be paid in respect of the Property while it is vacant, you agree to pay that outgoing.

4.5 Statutory Obligations

You agree to comply with all of your statutory obligations arising out of your letting of the Property, whether or not they are specifically referred to in these terms.

5. Fees

- 1) You agree that you will pay the Fees at the rate(s) and at the time(s) specified in the Particulars.
- 2) VAT is payable on the Fees (and on any charges for Additional Services) at the prevailing rate. The prevailing rate at the time of this Contract is specified in the Particulars.
- 3) You agree that we may deduct our Fees and all outgoings and expenses relating to the Property which we pay on your behalf (including those specified in the particulars) from any money due to you from any rent or other sums received by us.
- 4) If we do not receive money on your behalf, you agree to pay us all Fees and all other outgoings and expenses relating to the tenancy and Property which we pay on your behalf immediately upon completion of the tenancy. If you do not pay the Fees at this time, you will pay us interest of 2% over the base interest rate of HSBC Bank Plc on the whole of the unpaid sum from the completion date until you pay us the outstanding

sum. If we issue court proceedings against you to recover the unpaid amount, interest will continue to accrue up to judgment and after judgment for as long as the sum remains unpaid.

- 5) You agree to reimburse us for all expenses reasonably and properly incurred by us in performing our obligations under the Contract if we provide you with valid receipts for these amounts.

6. Withdrawal of Instruction

Should you decide to withdraw the property, once services have been instructed, the termination will be subject to a fee, as set out in The Particulars of Contract.

7. Our Relationship with Tenants and Potential Tenants

Although we do not always have a contractual relationship with potential tenants, we do have legal and regulatory obligations to them.

- 1) Your tenant has up to five working days to read comment upon and sign the inventory. If the tenant fails to do so, it will be assumed that the tenant has accepted the inventory as accurate but you should note that we are required to draw the tenant's attention to the fact that his failure to sign and return the inventory would result in it being accepted as accurate.
- 2) If we are providing Management Agency Services, we owe a duty of care both to you and your tenant to ensure that the deposit is paid out correctly after check out and agreement of the inventory at the end of the tenancy. If your tenant informs the relevant tenancy deposit scheme of a dispute over the deposit, we will forward the disputed amount to the tenancy deposit scheme.

8. Excluded and Additional Services

The services referred to in this clause are not included within the Letting Services and are subject to additional fees. We are only required to provide the Additional Services specified in the Particulars but we may agree to provide further services if you ask us to do so during the course of the Contract. Payment for Additional Services must be made in advance.

8.1 EPC

It is a legal requirement for the Property to have a current EPC. If we have agreed with you that we will arrange your EPC, we will instruct your Domestic Energy Assessor promptly.

8.2 Safety Inspections

It is a legal requirement for the Property to have a current Gas Safety Certificate. We will instruct an appropriately qualified and registered person promptly to conduct the gas safety.

8.3 To Let Board

- a) All properties will have a 'To Let' board installed, unless we are otherwise informed.
- b) If the Particulars state that we will install the "to let" board for you, we will do so as soon as reasonably possible after the Inspection.

8.4 Deposit Protected & Registered

It is a legal requirement that the Deposit is registered with an authorised body. We will register your deposit with an authorised protection scheme and supply your tenants with the correct paperwork confirming this. This is included if selecting the Managing Agency Service. It is subject to an additional fee for our Tenant find Service. The costings are as set out in the Particulars of contract.

8.5 Standing Order Set-up

We will set up the payments to go from the tenant's bank account via standing order. If selecting the managed service, the payment will be set up to go in our client account. If a tenant find service, the payment will be set up to go directly in to your account.

9. 9 Regulatory Matters

9.1 The Property Ombudsman

We are a member of the Property Ombudsman scheme and comply with the Code of Practice for Residential Lettings Agents. In accordance with the Code of Practice, we maintain and operate a complaints procedure. If we are unable to resolve a complaint to your satisfaction, you are entitled to refer your complaint to the Property Ombudsman in certain circumstances.

9.2 Duty of Care

Although our duty of care is to you, if your interests conflict with the law, we must comply with the law.

9.3 Conflict of Interest

If we become aware of a conflict of interest, we will disclose this fact to you at the earliest opportunity.

9.4 Laws

We comply with all laws relating to residential estate agencies such as the Estate Agents Act 1979, the Money Laundering Regulations 2007, the Data Protection Act 1998 (DPA), the Unfair Terms and Consumer Contracts Regulations 1999, the Housing Act 2004, the Consumers Estate Agents and Redress Act 2007, the Consumer Protection from Unfair Trading Regulations 2008, the Cancellation of Contracts made in a consumer's home or place of work etc. Regulations 2008 and all other current and relevant legislation. In many cases, our compliance is for your protection but in some circumstances it is for the protection of potential tenants, applicants and tenants. We may also be contractually obliged to comply with all relevant legislation by the internet property portals we are members of.

9.5 Treatment

We treat all landlords, potential tenants, applicants, tenants and suppliers of services related to the Property equally regardless of their race religious belief gender sexuality age disability or nationality. We will not agree to be in any plan or arrangement to discriminate against a person or people because of their race religious belief gender sexuality age disability or nationality. We cannot follow any instructions to the extent that they conflict with this commitment.

9.6 Data Protection

By signing the Particulars, you agree to our holding, processing and disclosing personal data of yours (including any details or photographs of the Property and any sale agreed) for any reason connected with the marketing of the Property or negotiations in respect of its proposed sale, in our own marketing or advertising campaigns, to other agents for the purpose of comparing property sale prices or for any other purpose permitted by law, both during and after the termination of the Contract.

9.7 Disclosure

In certain circumstances, we may have a duty under the law to make a disclosure about your affairs to the Serious Organised Crime Agency. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing. If we do make a disclosure to the Serious Organised Crime Agency in connection with your matter, this is likely to mean that: a) we cannot tell you that a disclosure has been made; b) we must stop working on your matter for a period of time; and c) we cannot tell you why we have stopped working on your matter.

PARTICULARS OF CONTRACT FOR LETTING AGENCY SERVICES

CONTRACT & CANCELLATION A LEGAL CONTRACT BETWEEN US WILL BEGIN WHEN YOU SIGN THESE PARTICULARS. BY DOING SO, YOU CONFIRM THAT YOU AGREE TO THE ANNEXED STANDARD TERMS AND CONDITIONS ("THE TERMS"), WHICH APPLY TO THE CONTRACT BETWEEN YOU AND US. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS.

UNLESS WE HAVE ALREADY STARTED TO PERFORM AGENCY SERVICES FOR YOU AT THE TIME OF YOUR NOTICE, YOU MAY CANCEL THE CONTRACT BY GIVING US NOTICE OF YOUR INTENTION TO DO SO NO LATER THAN 14 DAYS AFTER YOU SIGN THE CONTRACT ('THE CANCELLATION PERIOD').