

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Move Estate Agents Limited

Registered Company No.12137355
VAT No. 225274225

These Terms of Business form the contract between you (The Landlord) and the Company (Move Estate Agents Limited) in respect of the letting and management of all properties which you instruct us to act upon on your behalf as your Letting Agent, either verbally or in writing.



IMPORTANT: Please read these terms and conditions for the supply of services ("Terms") very carefully before either instructing Us to commence delivering the Services, or if accessing the terms online clicking on "I Accept". Should You instruct Us to deliver the Services or click on "I Accept", You will be committing Yourself and the organisation that You work for (as an officer, employee, agent, consultant or otherwise) to these Terms. Should You not agree to these terms and conditions, please do not click on "I Accept" and do not instruct us to commence delivering the Services and You will not be bound by these Terms.

This agreement ("Agreement") is a legal and binding agreement between You (as an individual) and the organisation that You work for (as an officer, employee, agent, consultant or otherwise) ("You", "Your", "Yourself" etc.) and Move Estate Agents Limited ("We", "Us", "Our", "Ourselves" etc.) for the supply of the Services and all associated services.

Move Estate Agents Limited ("the Company") are private limited companies registered under the laws of England and Wales with Company Registration Number 12137355 and with Registered Offices situated at 1, Clarence Parade, Cheltenham, Gloucestershire, GL50 3NY & 2 Longsmith Street, Gloucester, GL1 2HH.

It is essential that You read these Terms, which include terms as to Our entitlement to fees and commissions, in full before completing the Confirmation of Instruction Form (either on-line or in hard copy). When You appoint Us as Your agents in connection with the letting of any Property, these Terms will form a contract between You and Us and will be binding on both of us.

Schedule A - Service Specification

Comprehensive Management

Collection of Rent

We will collect the Rent in accordance with the terms of the Tenancy Agreement.

Where Rent is outstanding five days after it becomes due We will endeavour to notify You at the earliest opportunity and obtain payment from the Tenant over the following 28 day period. At the expiry of the 28 day period We will then offer advice on the next steps to be taken but We are unable to undertake legal proceedings on behalf of You and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement.

Client Monies

We will endeavour to transfer monies received and due to You (less any deductions due under these Terms) within 28 Business Days of receipt. On occasion it may take up to 7 Business Days for funds to clear and then be processed, allocated and transferred.

We make no charge for transferring funds by Bankers Automated Clearing Services (BACS). Where We are requested to make a same day Telegraphic Transfer (TT) or CHAPS payment, a charge of is a fixed rate outlined in Schedule B to these Terms will be levied for transfers to UK bank accounts, and for transfers to accounts outside of the UK.

We confirm and You understand that client monies are held in a client account(s) with any interest that accrues being retained by Us to offset Our costs in relation to handling client monies. It is further understood that client monies may be held in a client account(s) to which there is no instant access. In such cases early repayment costs will be met by Us and not You. Monies not claimed from client account(s) after six years are either paid to charity or remain payable indefinitely.

Monthly Statements

We will provide You with monthly statements and copy these to any appointed financial adviser free of charge, providing You have stipulated this request in writing prior to the commencement of these Terms. Additional requests for copy paperwork will be charged at a fixed rate outlined in Schedule B to these Terms per monthly statement and per year-end reconciliation.

Rent, float, tax deductions and Tenants' deposits will pass through Our Client Accounts, and any interest credited by virtue of the aggregate accumulated balance will be retained by Us to cover administrative expenses in maintaining this account.

Overseas Landlords (Finance Act 1995)

Whilst resident overseas, You may be considered non-resident for tax purposes, but UK tax remains payable on rents received in the UK under the provisions of Section 42A of the Income and Corporation Taxes Act 1988. You should apply to HMRC to seek consent to account for tax under self-assessment, and responsibility for obtaining approval to do so rests with You. It is not possible to transfer exemptions between agents.

In the absence of an approval number from HMRC (specific to Us), We are legally obliged to retain tax at the prevailing rate and account to HMRC for these monies. In calculating income tax We will not take into consideration any tax deductible items and any overpayment of tax will have to be reclaimed from the HMRC by You at the end of the tax year. If We are required to retain tax an administration fee at a fixed rate outlined in Schedule B to these Terms will be levied each quarter and no interest will be paid on monies retained for tax purposes.

HMRC Returns

We will apply an annual charge to Your account to cover the administrative costs associated with Us providing returns to HMRC. This charge will be is a fixed rate outlined in Schedule B to these Terms and, once levied, will feature on Your statement for ease of reference.

Tenancy Agreements

The charge to You for preparing and executing the Tenancy Agreement is a fixed rate outlined in Schedule B to these Terms. Should any alterations, updates or additions to the Tenancy Agreement prove necessary prior to its execution a charge of a fixed rate outlined in Schedule B to these Terms will be levied to cover the cost of administration

Serving of notices

Should You request it in writing We will arrange on Your behalf, the service of the most appropriate form of possession notice on the Tenant to require vacant possession of the Property. Such notices will only be served in accordance with the terms of the Tenancy Agreement and, on occasion, independent legal advice may also be required at Your expense. The charge for the service of such notices is a fixed rate outlined in Schedule B to these Terms which is payable in advance prior to the notice being served.

You must provide at least ten weeks written warning to Us of intent to end the Tenancy either at the end of the fixed Term, or any extension thereof, or according to the break clause. We cannot be held liable for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve any notice yourself.

References

Wherever appropriate, references (utilising the services of an independent Referencing Agency) on prospective Tenants will be obtained. In signing the Tenancy Agreement, You are deemed to have accepted any such references and thereby grant consent for the Tenancy to proceed.

Inventory

Prior to the commencement of the Tenancy, We require a professional independent inventory from You. In the absence of a professional independent inventory, You may be unable to claim compensation from the Tenant for any loss or damage suffered at the Property and We accept no liability for any loss or damage suffered under these circumstances. Reasonable care will be taken when instructing independent inventory clerks (if requested by You) but We accept no liability for any error or omission on their part.

Deposit

If appropriate, We will collect and hold a Deposit from the Tenant, as Stakeholder, against any unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement by the Tenant.

We are a member of the Deposit Protection Service and, as such, are compliant with the Housing Act 2004 and the provisions included therein regarding the holding of Tenants' deposits in approved schemes. As a member of this scheme We are required to charge the Landlord an annual fee of a fixed rate outlined in Schedule B to these Terms.

If a dispute arises at the end of a Tenancy, where appropriate, The Deposit Protection Service will be instructed to arbitrate. We will charge the Landlord a fixed rate outlined in Schedule B to these Terms to prepare paperwork for The Dispute Service under these circumstances.

Tenancy Deposit Protection

We are a member of The Deposit Protection Service (DPS) which is administered by The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA Tel; 0330 303 0030. If We are instructed by You to hold the Deposit, We shall do so under the terms of The Deposit Protection Service. We will hold the Deposit as Stakeholder.

At the end of the tenancy covered by the Tenancy Deposit Scheme if there is no dispute We will keep any amounts agreed as deductions where expenditure has been incurred on behalf of You, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with You and the Tenant. Payment of the Deposit will, where possible, be made within 10 working days of written consent from all parties.

If, after 10 Business Days following notification of a dispute to Us and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between You and the Tenant over the allocation of the Deposit, it will be submitted to the Independent Case Examiner for adjudication. All parties agree to co-operate with any adjudication.

The statutory right of either Yourself or the Tenant to take legal action against the other party remains unaffected. It is not compulsory for the parties to refer the dispute to the Independent Case Examiner for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the Independent Case Examiner for adjudication. If the parties do agree that the dispute should be resolved by the Independent Case Examiner, they must accept the decision of the Independent Case Examiner as final and binding.

If there is a dispute, We must remit to the Deposit Protection Service Ltd the full deposit less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or We want to contest it. Failure to do so will not delay the adjudication but The Deposit Protection Service Ltd will take appropriate action to recover the deposit and discipline Us.

We shall at all times co-operate with the Independent Case Examiner in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

If We agree and You decide to hold the Deposit yourself in relation to an Assured Shorthold Tenancy, we will transfer to you within 5 days of receiving it. You must then register it with an authorised tenancy deposit protection scheme within 30 days of the date we

received it. If You fail to do so, the Tenant can take legal action against You in the County Court. The Court can make an order stating that You must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition a further order will be made requiring You to pay compensation to the Tenant of between one and three times the Deposit.

You must also give the Tenant and any relevant person (i.e. anyone who paid all or part of the deposit) the "prescribed information" about the deposit and ensure that the relevant rules of the Scheme used by You are met in full. If You fail to meet the initial requirement to protect the Deposit, no section 21 notice can be served until either You return the deposit to the Tenant in full (or with such deductions as the Tenant agrees); or if the Tenant has taken proceedings against You for non-protection and those proceedings have been concluded, withdrawn or settled (for example by the Court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit).

If You fail to serve Prescribed Information, you cannot serve a section 21 notice until the prescribed information has been served, but this can be more than 30 days after receiving the Deposit. This will not prevent a Tenant from issuing proceedings for late provision of the prescribed information and seeking a penalty award. Tenants can make an application to a County Court for a penalty award even where the tenancy has ended and can do so up for up to six years. You will provide us with a copy of any relevant document relating to the Deposit upon request.

We accept no liability for any loss suffered if you fail to comply with the requirements pertaining to Deposits and you agree to Indemnify Us for any loss or damage suffered in relation to You holding the Deposit and/or any failure to comply with the relevant statutory requirements. You warrant to Us that the statutory requirements of the Housing Act 2004 (including any regulations made thereunder) in relation to tenancy deposits have and will be complied with and in particular that the Prescribed Information required by the relevant scheme will be served on the Tenant and any relevant person (i.e. anyone who paid all or part of the deposit).

We do not warrant that the Tenancy Agreement provided by it complies with the requirements of any particular scheme used by You to protect the Deposit. Your scheme may have its own specific requirements and it will be for You to advise Us of any clauses that need to be included within the Tenancy Agreement and then to take Your own advice regarding these matters. Unless You instruct Us to place the Deposit in the DPS, any non-compliance with Your obligations under the relevant tenancy deposit protection scheme will be Your liability.

Incorrect Information

You warrant to Us that all the information You have provided to Us is correct to the best of your knowledge and belief. In the event that You provide incorrect information to Us which causes Us to suffer loss or causes legal proceedings to be taken You agree to reimburse and compensate Us for all losses suffered.

The Gas Safe (Installation & Use) Regulations 1998

Under the provisions of these regulations You must ensure that all gas appliances and installations are checked annually by a Gas Safe Register registered engineer and the Tenant must be provided with a copy of the Gas Safe Record prior to the commencement of the Tenancy and within 28 days of the renewal of the Safety Record. **Failure to comply is a criminal offence**

We recommend that You instruct a suitably qualified person to install a carbon monoxide alarm at the property. This can be arranged by Us at Your request and expense. We also recommend that You remove portable gas appliances such as barbecues and patio heaters from the Property prior to commencement of a Tenancy. Where such appliances are left at the Property they should be tested and appear on a Gas Safe Record. In such cases where we are instructed, We will, subject to receiving Your written instructions and payment in advance, arrange for them to be tested by a qualified Gas Safe registered engineer providing the appliances are readily accessible and connected to a gas supply sufficient for testing purposes.

The Electrical Equipment (Safety Regulations) 1994 as amended 2020

Under the provisions of these regulations You must ensure that electrical installations and appliances at the Property are maintained in good order and checked regularly for safety by a qualified engineer. They must be completely safe at all times. We recommend that instruction manuals for all electrical appliances are left at the Property. It is also a mandatory requirement that a Electrical Installation Condition Report (EICR) is carried out every five years and We can arrange this at Your request and expense.

The Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1993

It is a criminal offence to let a Property with upholstered furniture which cannot be proven to comply with the safety regulations. In signing these Terms, You warrant that all furniture at the Property, together with any added by You during the Tenancy, complies with the safety regulations.

Smoke Detectors

We recommend that You instruct a suitably qualified person to install smoke detectors at the Property and place a fire blanket or extinguisher in the kitchen. These items must be checked by You at the start of each new Tenancy to ensure they are in full working order and have been regularly serviced. These items can be arranged by Us at Your request and expense.

Water & Bacterial Control

Revised Approved Codes of Practice (ACOP) and guidance on the control of legionella bacteria has been issued by the Health & Safety Executive which apply to residential property. Further information is available at www.hse.gov.uk.

Under the ACOP and guidelines, You must ensure risk from exposure to legionella at the Property is properly controlled. Ways in which risk can be controlled includes, but is not limited to: ensuring water tanks are sealed and free of debris; hot water is stored at a minimum of 60 degrees and delivered to taps/ showers at between 50 & 55 degrees. Hot tubs should be cleaned and operated in

accordance with manufactures guidelines. At Your request and expense, We can arrange for an engineer to carry out a risk assessment at the Property.

Energy Performance Certificates (“EPC”)

You must ensure that an EPC is provided for any Property which is to be advertised for let. The EPC must be made available to Us in good time for it to be made available to any prospective Tenants prior to their first viewing or to accompany written details of the Property. This can be arranged by Us at Your request and expense.

Where the Property is subject to a Green Deal, then as part of EPC information the following must be provided to the Tenant which You also warrant to provide to Us before the Property is advertised to let:

- improvements that have been made under the Green Deal;
- the repayment amounts the electricity bill payer needs to make;
- the length of the Green Deal; and
- the name of the Green Deal Provider.

You must obtain a written acknowledgement from the Tenant in a standard form confirming that information on Green Deal finance has been given. Subject to receipt of a written request from You and provision of the information in a standard form, We will pass this to the Tenant for signature.

Houses in Multiple Occupation (HMOs)

An HMO will fall within the mandatory licensing regime if it:

- Is occupied by 5 or more persons;
- Is occupied by persons living in two or more separate households; and

Meets:

Flats in Multiple Occupation-

The position in relation to flats is rather more complex. Mandatory licensing will not apply to a purpose-built flat in a block with 3 or more self-contained flats. A purpose built flat is a flat that was constructed as a flat as opposed to a flat located in a converted house.

Most flats within large purpose-built blocks will therefore fall outside of the scope of mandatory licensing provided there are 3 or more flats in the block. However, purpose-built flats in smaller blocks with up to 2 self-contained flats will fall within mandatory licensing if the occupancy and household requirements are satisfied. This applies regardless of whether the flat is above or below commercial premises.

Each individual HMO is required to be licensed and not the building within which the HMO is situated.

Exemptions to Mandatory Licensing:

Mandatory licensing does not apply to HMOs that meet the converted blocks of flats test, otherwise known as s257 HMOs. A local authority has the discretion to designate s257 HMOs as licensable under additional licensing schemes. However, individual flats within a s257 HMO could still require a mandatory licence if they meet the mandatory test. It is Your responsibility to obtain a licence and to comply with any conditions imposed by the local authority when granting it.

Local authorities can enforce discretionary licensing and it is Your responsibility to check whether his Property is subject to discretionary licensing. If the Property requires a licence it is Your responsibility to acquire and pay for one.

Permissions & Consents

In accepting these Terms, You confirms to Us that You have the legal right to let the Property under the terms of any mortgage or head lease and hold all necessary Planning and other statutory and local permissions.

In the case of joint ownership You confirm to Us 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.

You also confirm that Your insurance company has consented to extend cover on the Property and its contents for the duration of any Tenancy, such cover to include third party and occupier's liability risk.

Secure Key System

Where We are instructed to market a Property We will, if required, hold a set of keys in Our secure key system. This system ensures that keys are unidentifiable to third parties and Our liability is strictly limited to the cost of cutting replacement keys in the event of loss or damage.

We reserve the right to securely dispose of keys which are not collected by You within 14 days of either situation arising.

Fall Arrest Blocks – Eye Bolts BS – 7883:2005

You must ensure that any Fall Arrest Blocks – otherwise described as “Eye Bolts” – installed within or in the vicinity of the Property are subjected to an annual inspection and certification by a person deemed Competent under the relevant HSA Code of Practice. Such inspection may be undertaken by any Block owners or managing agents but it is for You to positively ensure that such is the case – both internally and externally – and if not to procure such inspections Yourself. This inspection can be arranged by Us at Your request and expense.

You should note that as per these Terms, the Fee for Our Standard Lettings Service (which includes lettings, rent collection and renewal of tenancies) is payable not only for the initial period of the Tenancy, but also for the whole length of time that the Tenant introduced by Us, or the Permitted Occupant, remains in occupation of the Property. It is likely to be to Your advantage that We find

a Tenant who will honour his obligations and will want to remain in the Property for longer than the initial period of his Tenancy. Hence the charge of a Fee which covers both the initial period of the Tenancy and any subsequent renewals, extensions or periods of holding over (whether the renewal, extension or period of holding over is by a Tenant or Permitted Occupant). The Fee for subsequent renewals, extensions or periods of holding over is described in these Terms as the Renewal Fee.

Tenancy Agreement

The agreement contains standard clauses, but you may wish to indicate any special conditions or restrictions that we should apply to the tenancy. Please remember to include any special conditions or inclusions that Your Mortgage Lender may impose.

The Tenant is obliged to pay us fees that are governed by the Tenant Fee Ban. If the fees are un-paid at the end of the tenancy you will claim the fees from the Tenant's deposit and we will reclaim the fees from you: FOR A FULL LIST OF TENANT CHARGES, PLEASE ASK FOR A COPY OF OUR TENANT TERMS OF BUSINESS.

Our Comprehensive Management Service (which includes lettings, rent collection, renewals and a Management Service), the Fee for our Management Service, which will be provided by Us for a minimum period of six months, will only be payable while We continue to provide the Management Service as your managing agents. You can terminate our Management Service at any time after the minimum period of six months on giving us at least one month's prior notice in writing. In the event of termination of the Management Service, the Comprehensive Management Service originally agreed to by You will automatically revert to Our Standard Lettings Service.

Contained below is the Specification for Our Comprehensive Management Service:

Our Comprehensive Management Service includes all the provisions and terms of the Standard Lettings Service in addition to those outlined in this clause.

Rent Receipts

If Rent is not received and collection of fees is not possible, We reserve the right to invoice You for fees due under Our Management Service and fees are payable within 14 days of invoice to the Landlord.

Transfer of Utilities

We will, when instructed to manage Your Property and subject to holding sufficient funds on behalf of You, pay utility bills received from monies held on Your account until the Property is re-let and accounts can be transferred into the new tenant's name(s). We confirm and You understand that responsibility for registration of the discharge of effluent from septic tanks and sewerage treatment plants remains Your responsibility. Further information is available at www.environmentagency.gov.uk.

From time to time We may use a third party to assist with the transfer of utilities between Yourselves and Tenant. You consent to our releasing information held for this purpose. Such third parties may contact You and the Tenant to advise on the most appropriate utility provider and tariff available.

Key Holding Service

During the course of the Tenancy where We are providing a Management Service, We require one set of keys (in addition to those required by the Tenant). We confirm and You understand that these keys will be held by Us for use by our staff and approved contractors and will be released to any third party requiring legitimate access, including but not limited to Your preferred contractors and utility companies.

Repairs and Maintenance

We will organise routine maintenance and repairs using the working fund provided by You prior to the commencement of the Tenancy. The minimum amount accepted by Us for this purpose is £150.00, but a greater sum may be required and the exact amount should be agreed with Us staff prior to the start of any Tenancy.

We will only seek Your consent to undertake works if the value of any one single repair exceeds £150.00 exclusive of VAT, save in the case of emergency when We may proceed with works required without seeking Your prior consent to do so. Where the cost of a single maintenance or repair issue exceeds £150.00 exclusive of VAT We will, at Your request, obtain at least one further estimate for Your consideration. An administration fee of 12% of the invoice total will be levied for all such works carried out.

Payment of Outgoings

At Your request, and subject to us holding sufficient funds, We will pay regular outgoings such as insurance premiums, council tax, water rates and any ground rents or service charges. Whilst We will endeavour to query obvious discrepancies, we will pay, without reference to You, any accounts and invoices rendered to Us. We accept no liability for errors or omissions by a third party and we recommend that You regularly check that payment obligations are being met including, but not limited to, payments due in respect of ground rents and service charges. We accept no liability for the payment of additional charges associated with non-payment of invoices including but not limited to legal fees, interest and administration charges.

Property Visits

We will endeavour to carry out two property visits each year provided the Tenant permits access. These visits are of a superficial nature and are intended to highlight only obvious defects. They do not constitute a survey or inventory check and We accept no liability for hidden or underlying defects. If a Tenant refuses access We cannot enter or would be guilty of trespass. If such a situation arises, We will endeavour to inform You and we recommend that You take legal advice and inform Us of any additional steps required. If We are unable to gain access, no liability will arise for any loss or defect that takes place at the Property.

Additional visits can be arranged and are charged at a fixed rate outlined in Schedule B to these Terms.

Contractors

We will, unless otherwise agreed in writing, use our preferred contractors to carry out works. We will only instruct a Chartered Building Surveyor upon receipt of Your written instructions and payment in advance.

We will use Your preferred contractor(s) providing full details are provided in writing prior to commencement of the Tenancy and providing that You confirm to Us that Your preferred contractor is suitable for the works intended. We shall have no liability whatsoever for the appointment of a contractor nominated by You. We will confirm with You the basis on which the contractor(s) will be engaged on Your behalf.

When a contractor nominated by You is unable to respond within a reasonable timescale or in an emergency, We reserve the right to appoint a contractor nominated by Us and charge accordingly.

Whilst exercising all due skill and care in the choice and administration of contractors, We cannot accept responsibility for any loss or damage caused by the neglect or default of any contractor. You should note when maintenance and repairs are undertaken on Your behalf that an obvious cause of a particular problem, including but not limited to those associated with leaks and water ingress, might not be immediately apparent. We confirm and You understand that a number of avenues might need to be investigated before a cause is established and a repair effected. The cost of all investigative works is Your responsibility.

Following maintenance and repair works, the Tenant remains responsible under the terms of the Tenancy Agreement for promptly reporting ongoing issues that require further work or investigation. We accept no liability for any neglect or failure on the Tenant's part in this regard.

You should note that We cannot support the use of emergency/maintenance plans/policies such as those provided by British Gas as restrictions included in the plan/policy frequently prevent Us from liaising with them regarding access to Properties. Should You elect to arrange/retain such cover during a Tenancy, details should be passed to the Tenant by You at commencement of the Tenancy and You should direct the Tenant to report any defects direct to the plan/policy provider.

When required to attend the Property for the purposes of accompanying a contractor appointed by the Landlord We will charge at a fixed rate outlined in Schedule B to these Terms.

Safety Certification

Subject to holding sufficient working funds, We will arrange for the annual inspection of Your gas and portable electrical appliances to be checked and certified accordingly, the cost of which, together with any remedial works, will be Your responsibility.

If We are prevented for any reason from carrying out the annual inspection, We will endeavour to notify You accordingly and responsibility for carrying out these inspections will immediately revert to You.

Vacant Management

We will, for a monthly fee at a fixed rate outlined in Schedule B to these Terms continue to manage a Property whilst it is unoccupied. We cannot be held liable for any loss, and/ or damage resulting from theft, fire or flood, and should You require essential services to be disconnected and any heating/water systems drained down. We will appoint appropriate contractors to attend at Your expense. Should the Property be left empty for any period of time You should advise Your insurance company accordingly.

Insurance Services

Insuring Your Property, plus fixtures and fittings with a reputable Insurer to full re-instatement value and to hold Property Owner's Liability and Employers Liability cover remains Your responsibility. We may require a copy of the insurance policy.

If you choose NOT to take up insurance cover for loss of rent or legal costs associated with ending a tenancy, emergency repairs or accidental and malicious damage to your building or contents, then we will not be held liable for any subsequent uninsured losses, provided that such losses do not arise from our negligence. Neither will we accept any liability to the Tenant(s), their guest(s) or any third party for loss or injury arising out of the condition of the Property.

Schedule B – Level of Charges- All fees will be stated inclusive of VAT.

Comprehensive Management – 12% of the total Rents due under the Tenancy Agreement and in accordance with these Terms.

(for example, if your rent was **xxxxx** pcm then the fee would be **xxxxx** (Inclusive of VAT).

Please do note, if the agreed rental amount be different to the above example then our commission fee will be correspondingly higher or lower.

Standard Charges-

The charge to You for preparing and executing the initial Tenancy Agreement or setting up a client's property management account for tenancies already in existence is **£200.00**

We are a member of the Deposit Protection Service and, as such, are compliant with the Housing Act 2004 and the provisions included therein regarding the holding of Tenants' deposits in approved schemes. As a member of this scheme We are required to charge the Landlord an annual fee of a fixed rate of **£60.00**.

Ad Hoc Charges (If Applicable)-

Should any alterations, updates or additions to the Tenancy Agreement prove necessary prior to its execution a charge of **£30.00** will be levied to cover the cost of administration.

In the event of a Renewal, changes to the agreement terms, alteration to the value of letting either through negotiation or legislation, We will prepare and draft a Memorandum of Renewal which will be charged at a fixed rate of **£150.00** per alteration.

We will apply an annual charge to Your account to cover the administrative costs associated with Us providing returns to HMRC. This charge will be **£90.00** and, once levied, will feature on Your statement for ease of reference.

Where We are requested to make a same day Telegraphic Transfer (TT) or CHAPS payment, a charge of **£24.00** will be levied for transfers to UK bank accounts.

We will provide You with monthly statements and copy these to any appointed financial adviser free of charge, providing You have stipulated this request in writing prior to the commencement of these Terms. Additional requests for copy paperwork will be charged at **£12.00** per monthly statement.

Should You request it in writing We will arrange on Your behalf, the service of the most appropriate form of possession notice on the Tenant to require vacant possession of the Property. Such notices will only be served in accordance with the terms of the Tenancy Agreement and, on occasion, independent legal advice may also be required at Your expense. The charge for the service of such notices is a **£150.00** which is payable in advance prior to the notice being served.

If a dispute arises at the end of a Tenancy, where appropriate, The Deposit Protection Service will be instructed to arbitrate. We will charge the Landlord a fixed of **£150.00** to prepare paperwork for The Dispute Service under these circumstances.

Additional Property Visits or works can be arranged and are charged at a fixed rate outlined in Schedule B to these Terms **£50.00** per visit.

In the event that there are any works required to the Property which are in excess of £1,000 and which we are required to manage, we reserve the right to levy a 10% Project Management Charge on such works.

We will, for a monthly fee of **£78.00** continue to manage a Property whilst it is unoccupied if works are going on.

Confirmation of Instruction

Thank you for instructing MOVE ESTATE AGENTS LIMITED. Our Terms of Business are set out in the preceding pages and in the introductory section. We are unable to act for you, or market your property, without your written instruction to do so. If you wish us to act on your behalf and you agree to be bound by our Terms of Business, please sign this form where indicated and return it to us at your earliest convenience. This then forms a binding contract between us.

MOVE ESTATE AGENTS LIMITED-Service Levels (*Tick as appropriate*)

Comprehensive Management Service	<input checked="" type="checkbox"/>
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Property Fact Find

The Consumer Protection Regulations Act 2008 ("CPR") requires Landlords and agents to provide material information about the property that the Tenant needs to make an informed decision. It is therefore important that you provide full, accurate and truthful information as giving misleading or incorrect information is likely to be uncovered later in the letting process and potentially could endanger the letting and leave both you and MOVE ESTATE AGENTS LIMITED open to legal action under the above Regulations.

If there are any answers you are unsure of, you may be asked for the answers in future to help our service to prospective tenants who may rely upon this information.

Safety & Compliance

(To be completed by all clients)

Under the Gas Safe (Installation and Use) Regulations 1998 all gas appliances must be inspected by a Gas Safe Register registered contractor prior to the commencement of any new tenancy and annually thereafter.

Does your property benefit from a supply of gas to it? (*Please consider mains and bottled supplies, communal areas, out-houses and annexe buildings*)

Yes I understand that I am legally obliged to provide a Landlord's Gas Safety Record before a tenancy can commence and will discuss arrangements for this with my local MOVE representative

No I confirm that there is no gas supply to the above property and that there are no gas appliances within the property. As such, my obligations as defined in The Gas Safe (Installations & Use) Regulations 1998 do not apply.

Compliance Information

You must provide an Energy Performance Certificate (EPC) before the property in question can be marketed. Do you wish MOVE to organise an EPC on your behalf?

Yes I understand that I am legally obliged to provide an Energy Performance Certificate before marketing can commence and would like MOVE to arrange this on my behalf at a cost of £102 inclusive of VAT. I hereby authorise MOVE to deduct this amount from the card detailed below.

No I confirm that I have made separate arrangements for the Energy Performance Certificate to be prepared and will provide MOVE with a copy as soon as I am able to do so. I understand that MOVE is unable to market my property until they receive the EPC.

Right to Cancel for Consumers

Where we have concluded this contract as an off-premises contract or as part of a distance selling process, and you are a Consumer (which means an individual acting wholly or mainly outside of your own trade or business) you have the right to cancel this contract within 14 days hereof without giving any reason. We refer you to the important notes at the start of this contract for information regarding off-premises and distance contracts. The cancellation rights only apply in these limited circumstances.

The cancellation period will expire 14 days from the date of completion of this agreement.

To exercise the rights to cancel you must inform of us of your decision to cancel this contract. You may do so by letter sent by post to Move Estate Agents Limited, 1 Clarence Parade, Cheltenham, Gloucestershire, GL50 3NY, or email to info@move.uk.net.

To meet the cancellation deadline it is sufficient if you send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation – if you cancel this contract we will reimburse to you all payments received from you without undue delay using the same means of payment as you used for the initial transaction.

If you have requested that we begin the performance of Services (in this case the marketing and/or letting of your Property during the cancellation period), you may be liable for Fees in connection with the performance of those services, which may include

Commission Fees as defined herein in proportion to the Services which we provide until conclusion of this contract. If you request, in writing that we commence marketing your property during the cancellation period, we have marketed your premises and concluded a Tenancy Agreement your rights to cancel may be lost as we may have completed the terms of our retainer and the full Commission Fees may be payable.

Declaration & Confirmation of Instruction

I/We are the sole legal owner(s) of the freehold/ long leasehold interest in the Property.

I/We understand and acknowledge my/our obligations pursuant to the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, the Gas Safety (Installation & Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and The Housing Act 2004 and I/we accept and confirm that I/we have full responsibility for ensuring that I/we comply fully with their requirements before and during the letting of the property.

I/We have read, agreed and accept the MOVE ESTATE AGENT LIMITED'S Terms of Business together with this Confirmation of Instruction and wish you to provide the services noted and upon the Terms of Business stated herein.

I/We accept that in signing this document I/we are bound by its entire contents.

Landlord Signature

Landlord Signature

Your Alternative Contact (Must be UK Based):	
Name:	
Address details:	
Telephone Number:	
Email Address:	
Your Bank Details:	
Account Name:	
Account Sort Code:	
Account Number:	
Bank and Address details:	
Your Non-Resident Information:	
Date of leaving the UK:	
Exemption Approval No:	
Tenancy Deposit Protection:	
If you are already a member of a Tenancy Deposit Protection Scheme please indicate which scheme you belong to and provide Your membership details. If not specified, we will lodge the deposit in to our Deposit Protection Service account:	
The Deposit Protections Service:	
The Dispute Service:	
My Deposits:	
Electricity:	
Serial Number & Supplier:	
Location of meter and fuse box:	
Gas:	
Serial Number & Supplier:	
Location of meter:	
Water Supplier:	
Meter Number & Supplier:	
Location of meter:	

Guarantees:	
Please list any items and appliances under guarantee:	
Policy No:	
Extent of the cover:	
Gas Safety:	
Is your property connected to gas? Yes/No	
Do you already hold a gas safety certificate* Yes/No	
Date of expiry:	
Electrical Safety:	
Do you require an electrical safety test to be conducted? Yes/No	
Do you require your portable appliances to be tested? Yes/No	
Boundaries:	
Please indicate if you are responsible for any of the boundaries around your property. If yes please provide additional information. Yes/No	
Security:	
We would recommend that the property is provided with security precautions in place such as window locks and approved door locking systems.	
Does the property have a security alarm?	
If yes, please provide the details to include the code and instructions for use:	
(Please note that you will be responsible for the maintenance of the alarm and if regular inspections are required or links to a call centre maintained, the account must be settled by you)	
Please list any special security instructions such as entry codes for communal doors or fobs:	
Parking:	
Please indicate if allocated parking forms part of the property and provide the location and number of the space.	
Location (1):	
Location (2):	
Is there a parking permit which must be displayed when using this parking? Yes/No	
(Please supply this permit where applicable)	
Block Management:	
If your property forms part of a block, please provide the contact details of the person or company who manages the property:	
Name:	
Telephone No:	
Buildings Insurance:	
Policy No. & Details:	

1. INTERPRETATION

In these Terms various words, which are identified using capital letters to start them, have the following specific meanings (which may be more extensive than You would otherwise expect):

Agent

Shall mean the basis upon which We will hold the Tenant's Deposit under the terms of any tenancy.

Comprehensive Management Service

Shall mean the comprehensive management service outlined in these Terms provided by Us which includes lettings, renewals, rent collection and management services together with any written agreed variations thereof.

Connected Party

Shall mean the spouse and any adult children of the Tenant or Permitted Occupant or a company in which the Tenant owned at least 25% of the issued share capital as at the date of the Tenancy Agreement, or a Trust of which one of the beneficiaries was the Tenant as at the date of entry into the Tenancy Agreement.

Deposit

Shall mean a financial sum paid by the Tenant in respect of unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement by the Tenant.

Fair Use Policy

In the case of a Short Let, where the rental is inclusive of the provision of utilities, such will be subject to the fair use policy in these Terms:

Fees

Shall mean all and any fees payable to Us by the You in return for the provision of the Services in respect of any periods for which Rent is payable under a Tenancy Agreement including periods of renewal, extension or holding over whether by a Tenant or Permitted Occupant.

Fundamental Breach of Obligation

Shall mean a fundamental and complete failure on the part of Us to provide the Services identified in the Confirmation of Instruction Form and/or any other fundamental failure to comply with any obligation deemed essential to the provision of such Services.

Independent Case Examiner

Shall mean the Independent Case Examiner as appointed by the Deposit Protection Service.

Introduce

Shall mean an introduction of Tenant to a Property for the purposes of these Terms if (1) We gave written or verbal particulars of the Property to the Tenant, or the Tenant's Agent; or (ii) the Tenant, was registered with Us and visited the Property (whether accompanied by a member of Our staff or not) as a result of that registration; or (iii) the Tenant, whether registered with Us or not, became aware of the availability of the Property as a result of seeing Our "To Let" or "For Sale" board outside the Property or website or other advertising or marketing; provided that in each case such introduction occurred in the 24 months prior to the Tenant signing a Tenancy Agreement or exchanging contracts for the purchase of the Property or an interest in the Property and whether or not the Tenancy Agreement was finalised or the property managed by Us

Landlord or You

Shall mean the person signing agreeing to these Terms as Landlord or on behalf of the Landlord (regardless as to whether or not that individual is the owner or a joint owner of the Property or the person duly authorised under any power of attorney or other legal power to receive Services under these Terms as a client).

Lettings Service

Shall mean the lettings service provided by Us which includes lettings, renewals and rent collection in respect of Tenancy Agreements for 6 months or more.

Management Service

Shall mean the management service provided by Us which involves acting as managing agents of the Property for a minimum period of 6 months.

Member

Shall mean Us or the Agent who is a member of the relevant Tenancy Deposit Scheme.

Permitted Occupant

Shall mean the person, firm or company in actual occupation of the Property and includes the Tenant, but excludes anyone in occupation as a trespasser or without the Tenant's permission.

Property

Shall mean all and any the residential property identified by You for Us to provide Services in respect thereof as listed in any Confirmation of Instructions Form at the time You agree to these Terms or any Confirmation of Instructions Form subsequently added following the agreement to these Terms.

Renewal Fees

Shall mean all and any Fees payable to Us by You in the event of a renewal, extension or holding over whether by a Tenant or Permitted Occupant.

Rent

Shall mean the amount payable by the Tenant or any agent appointed by the Tenant for the letting of the Property under the Tenancy Agreement whether expressed as rent, a premium or any other form of payment whether paid directly by the Tenant or gained from other means such as deduction from the deposit.

Service(s)

Shall mean any or all of the residential letting, rent processing, deposit management, renewal, management and vacant management services and any additional services provided by Us under these Terms of Business.

Stakeholder

Shall mean the basis upon which We will hold the Tenant's Deposit under the terms of Company, Contractual or Assured Shorthold Tenancy (unless agreed otherwise) and, as such, cannot release the Deposit or any part thereof without the written consent of both Landlord and Tenant or an order of a Court, or of TDS or DPS.

Tenancy

Shall mean the entire period that the Tenant or Permitted Occupant remains in occupation of the Property under the terms of a Tenancy Agreement including any extension or renewal or renewal period or the holding over whether by memorandum, agreement or otherwise.

Tenant

Shall mean any individual or individuals, firm, partnership, trust or company named as tenant in the Tenancy Agreement.

2. BASIS OF TERMS

- 2.1. Acceptance of these Terms as above constitutes an instruction by You to Us to provide or Services in accordance with these terms.
- 2.2. Your instruction shall be deemed to be accepted when We commence delivering the Services, at which point and on which date, the Contract shall come into existence (Commencement Date).
- 2.3. These Terms constitute the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Services or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of these Terms or have any contractual force.
- 2.5. These Terms apply to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Subject to clause 9.3, any quotation given by Us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1. We shall provide the Services to You in accordance with the Service Specification outlined in Schedule A in all material respects.
- 3.2. We shall use all reasonable endeavours to meet any performance dates for the Services specified in any works programme or delivery timetable, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You in any such event.
- 3.4. We warrant to You that the Services will be provided using reasonable care and skill.

4. YOUR OBLIGATIONS

- 4.1. You shall:
 - 4.1.1. ensure that the terms of the Confirmation of Instruction Form and (if submitted by You) the Services Specification are complete and accurate;
 - 4.1.2. co-operate with Us in all matters relating to the Services;
 - 4.1.3. provide Us and Our employees, agents, consultants and subcontractors, with unrestricted and unfettered access to any premises, accommodation and other facilities as reasonably required by Us to provide the Services;
 - 4.1.4. provide Us with such information and materials as We may reasonably require to supply the Services, including any risk assessment, asbestos survey or other relevant information, and ensure that such information is accurate in all material respects;
 - 4.1.5. prepare the Property for the supply of the Services and ensure all Health and Safety issues are addressed;
 - 4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 4.1.7. keep and maintain all materials, equipment, documents and other property of Ours (Our Materials) at the Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation.
- 4.2. If Our performance of any of Our obligations in respect of the Services is prevented or delayed by any act or omission by You (or third parties engaged, commissioned or instructed by You) or failure by You (or third parties engaged, commissioned or instructed by You) to perform any relevant obligation (Your Default):
 - 4.2.1. We shall without limiting Our other rights or remedies, have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent that Your Default prevents or delays Our performance of any of Our obligations;
 - 4.2.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Your failure or delay to perform any of Your obligations as set out in this clause 4; and
 - 4.2.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Your Default.

5. CHARGES AND PAYMENT

- 5.1. The price for Services shall be the price set out in the Confirmation of Instructions Form or, if no price is quoted, the price set out in Our published price list as at the date of delivery.
- 5.2. Any charges for Services on a time and materials basis:
 - 5.2.1. shall be calculated in accordance with Our standard daily fee rates, as set out in Our tender and quotation documentation;
 - 5.2.2. Our standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - 5.2.3. We shall be entitled to charge an overtime rate of up to 50% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom We engage on the Services outside the hours referred to in clause 5.2.2 and
 - 5.2.4. We shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.
- 5.3. We reserve the right to:
 - 5.3.1. request a deposit from You at any point prior to issuing its invoice for the Services, such deposit being limited to 50% of the price of the Services;

- 5.3.2. increase Our standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12-month period. We will give You written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to You, You are required to notify Us in writing within 2 weeks of the date of Our notice and We shall have the right without limiting Our other rights or remedies to terminate the Contract by giving 4 weeks' written notice to You; and
- 5.3.3. increase the price of the Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Services to Us that is due to:
 - 5.3.3.1. any factor beyond the control of Us (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 5.3.3.2. any request by You to change the delivery date(s), quantities or types of Services ordered, or the Service Specification; or
 - 5.3.3.3. any delay caused by any instructions of You in respect of the Services or failure of You to give Us adequate or accurate information or instructions in respect of the Services.
- 5.4. In respect of Services, We shall invoice You monthly in advance.
- 5.5. Subject to clause 7.4, You shall pay each invoice submitted by Us:
 - 5.5.1. within 30 days of the date of the invoice; and
 - 5.5.2. in full and in cleared funds to a bank account nominated in writing by Us, and
 - 5.5.3. time for payment shall be of the essence of the Contract.
- 5.6. All amounts payable by You under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under these terms by Us to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.7. If You fail to make any payment due to Us under these Terms by the due date for payment, then, in addition to Our right to suspend provision of further Services You shall pay interest on the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 or if not applicable, at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 5.8. You shall pay all amounts due under these Terms in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting Our other rights or remedies, set off any amount owing to You against any amount payable by Us to You.
- 5.9. By agreeing to these Terms, You confirm that they are duly authorised (either for themselves or for the business that they are representing) to enter into this agreement on its behalf and that payment of Our invoices will be made strictly in accordance with the credit terms stated thereon.
- 5.10. You recognise and accepts that if payment of Our invoices is not made by the due date for payment, it may result in the matter being referred by Us to the Credit Protection Association (CPA) for recovery of the invoice debt. In the event that We have cause to refer the invoice debt to CPA, You agree to indemnify Us against the costs We incur in referring the matter to CPA to pursue the debt including CPA's current applicable fees for writing to You, any commission payable by Us to CPA, all reasonable incidental costs of recovering the debt and interest as applicable.
- 5.11. You additionally agree that as a part of Our assessment for the granting of credit (in the event that credit is applied for), You will complete a CPA Commercial Credit Application Form and will permit Us to send details of Your application to CPA who will search databases to which it has access. It may also search a credit reference agency for information relating to You (and in the case of a non-limited business, also relating to the proprietors). The credit reference agency will record the fact of that search in the name of CPA. You will also authorise Your bankers to provide an opinion as to Your suitability for the requested account.

6. FEES PAYABLE FOLLOWING TERMINATION

- 6.1. In the event that You decide to terminate our Services, the Fee for our Lettings Service (in the form of both Fees and Renewal Fees) will still be payable in connection with any renewals, extensions or periods of holding over by the same Tenant or Permitted Occupant at the rate specified in the Confirmation of Instruction Form save where there has been a Fundamental Breach of Obligation.

7. INTRODUCTION FEES AND RENEWAL FEES

- 7.1. If We introduce a Tenant who enters into an agreement to rent Your Property, a Fee becomes payable to Us by You. The Fee is payable on or before the commencement of the Tenancy and upon any extension, renewal or period when the Tenancy holds over (whether the renewal, extension or period of holding over is by a Tenant or Permitted Occupant) and for any further periods for which Rent is payable whether or not negotiated by Us. The scale of Commission Fees charged is set out in Schedule B to these Terms.
- 7.2. The Fee is 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. The Fee is charged as a percentage of the total value of the Rent over the agreed term as specified in the Tenancy Agreement. Where the Tenancy extends or holds over indefinitely (whether the extension or holding over is by a Tenant or Permitted Occupant), the 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.
- 7.3. The Fee payable by You in the event of a renewal, extension or period of holding over is hereafter referred to as Renewal Fee.
- 7.4. We will deduct the Fee from the first Rent payment unless the Fee is paid in full prior to the commencement of the Tenancy. Where We collect the Rent and the Fee exceeds the first Rent payment, the balance will be deducted from subsequent rental payments. If We do not collect the Rent, the Fee must be paid in advance and prior to the commencement of the Tenancy and the Renewal Fee must be paid upon or prior to the start of all renewals of the Tenancy.
- 7.5. 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 Fee, calculated on a pro rata basis, will be refunded to You upon written request for the remaining period of the Tenancy. This refund will be made within 14 days of the expiry of the Tenancy upon termination or surrender.
- 7.6. Where there is more than one person comprising the Tenant or Permitted Occupant, the Fee or Renewal Fee will be payable in full where any or all of them remain in occupation after any renewal, extension or period of hold over.

- 7.7. The Fee and any Renewal Fee is due whether or not We have negotiated the Tenancy, renewal, extension or holding over.
- 7.8. The Amount of the Fee is VAT inclusive throughout.
- 7.9. If You are more than one person, each person forming "the Landlord" will be jointly and severally liable for Our Fees.
- 7.10. 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 if You subsequently decide for any reason whatsoever to withdraw from the Tenancy.

8. RENEWAL FEES

- 8.1. We will contact You and the Tenant prior to the end of a Tenancy to endeavour to negotiate an extension of the Tenancy Agreement, if so required.
- 8.2. The Fee for the Standard Lettings Service, Standard Short Let Service or Management Service identified in these Terms will be charged in the form of Renewal Fees for any renewal, extension or period of holding over of the Tenancy (whether the renewal, extension or period of holding over is by a Tenant or Permitted Occupant), whether on a fixed term or periodic basis, irrespective of whether or not We have negotiated the renewal, extension or period of holding over.
- 8.3. In the event of Renewal, We will prepare and draft a Memorandum of Renewal which will be charged at a fixed rate outlined in Schedule B to these Terms.
- 8.4. Should there be any changes to the agreed terms, save for the alteration to the value of the letting, either by negotiation or through change in legislation, We will also prepare a Renewal Tenancy Agreement charged at a fixed rate outlined in Schedule B to these Terms.
- 8.5. Where there is more than one original Tenant or Permitted Occupant, Renewal Fees will be payable in full where any or all of them remain in occupation beyond the original term of the Tenancy.

9. VARIATIONS

- 9.1. We shall carry out any variation of the Services under these Terms that We are instructed either verbally or in writing by You (a "Variation").
- 9.2. Variations to Services shall be valued by Us on a fair and reasonable basis, with reference to, where available and relevant, rates and prices.
- 9.3. You shall pay Us any direct loss and/or expense incurred by Us due to the regular progress of any programme of works being affected by compliance with any Variation, provided that We notify You of such as soon as is reasonably practicable. We shall determine the fair and reasonable amount of that direct loss and/or expense.
- 9.4. In the event that a Variation results in a revision to the tender, price and/or quote, You agree to issue further purchase order(s) to Us.
- 9.5. Save for the provisions of this Clause 9, no Variations to these Terms shall be permitted by anyone other than a director of Us and You (or a director of Your Company).

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us and You agree to execute any document, deed or other instrument to transfer or vest any Intellectual Property Rights in Us.
- 10.2. You acknowledge that, in respect of any third-party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.
- 10.3. All Our Materials are the exclusive property of Us.

11. EXTENSION OF TIME

- 11.1. If We are delayed in completing the Services under these Terms within any programme of works (or any other period prescribed within these Terms) by any default of You and/or the completion of any Variation of these Terms, We shall as soon as it becomes apparent notify You in writing. You shall make such extension of time (if any) as is reasonable.
- 11.2. We shall constantly use Our reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of these Terms.

12. CONFIDENTIALITY

- 12.1. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under these Terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to these Terms. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

13. LIMITATION OF LIABILITY

- 13.1. Nothing in these Terms shall limit or exclude Our liability for:
 - 13.1.1. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
 - 13.1.2. fraud or fraudulent misrepresentation;
 - 13.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 13.2. Subject to clause 13.1:
 - 13.2.1. We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and
 - 13.2.2. (b) Our total liability to You in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees payable by You to Us in the 12 months preceding the date of the act or omission giving rise to the liability.
- 13.3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.4. This clause 13 shall survive termination of the Contract.

14. TERMINATION

- 14.1. Without limiting its other rights or remedies either party may terminate these Terms by giving the other party not less than 6 months' written notice.
- 14.2. Without limiting its other rights or remedies, each party may terminate these Terms with immediate effect by giving written notice to the other party if:
- 14.2.1. the other party commits a material breach of its obligations under these Terms and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- 14.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 14.2.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.2.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 14.2.8. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 14.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.2 to clause 14.2.9 (inclusive);
- 14.2.11. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 14.2.12. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under these Terms has been placed in jeopardy; or
- 14.2.13. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.3. Without limiting Our other rights or remedies, We may terminate these Terms with immediate effect by giving written notice to You if You fail to pay any amount due under these Terms on the due date for payment.
- 14.4. Without limiting Our other rights or remedies, We may suspend the supply of Services under these Terms or any other contract between You and Us if:
- 14.4.1. You fail to pay any amount due under these Terms on the due date for payment;
- 14.4.2. You become subject to any of the events listed in clause 14.2.2 to clause 14.2.9, or We reasonably believe that You are about to become subject to any of them.
- 14.5. We reserve the right to terminate these Terms in the event that You commit discriminate against any applicant, tenant or any employee or sub-contractor of Us on the grounds of gender, race, age, disability, religious belief or sexual orientation.
- 14.6. You may terminate Our appointment under these Terms during the period of the Tenancy if there is a Fundamental Breach of Obligation by Us. This entitlement to terminate is subject to You first providing Us with written notice of the Fundamental Breach of Obligation and the steps required by Us to remedy such breach and giving Us 14 Business Days to remedy such breach. In the event of a lawful termination under this clause, You shall have no continuing obligation to pay Fees of any kind, including Renewal Fees and Sale Commission arising after the date of Termination.
- 14.7. On termination of these Terms for any reason:
- 14.7.1. You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
- 14.7.2. You shall return all of Our Materials and any Deliverables which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms;
- 14.7.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and
- 14.7.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. SOLE AGENCY

- 15.1. Where We have agreed with You that We will act as Your sole agent, then this will be for a period of four weeks ("Sole Agency Period") commencing on the date of our agreement to do so.
- 15.2. An agreement as to Our appointment as sole agent shall result in a liability to pay the Fee to Us, in addition to any other costs or charges agreed, if at any time, unconditional contracts for the letting of the Property are signed:
- with a Tenant introduced by Us during the period of sole agency; or
 - with a Tenant with whom We had negotiations about the Property during that period; or
 - with a Tenant introduced by another agent or any other person, including You, during that period.
- 15.3. It is important to note that if You instruct another agent to act for You as well as Us during the Sole Agency Period, You will have to pay Us the Fee due under these Terms, regardless of whether or not You also owe a fee to the other agent.

16. FORCE MAJEURE

- 16.1. For the purposes of these Terms, Force Majeure Event means an event beyond the reasonable control of Us including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 16.2. We shall not be liable to You as a result of any delay or failure to perform its obligations under these Terms as a result of a Force Majeure Event.
- 16.3. If the Force Majeure Event prevents Us from providing any of the Services for more than 12 weeks, We shall, without limiting its other rights or remedies, have the right to terminate these Terms immediately by giving written notice to You.

17. GENERAL

- 17.1. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and may subcontract or delegate in any manner any or all of its obligations under these Terms to any third party.
- 17.2. You shall not, without the prior written consent of Us, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under these Terms.
- 17.3. Any notice or other communication given to a party under or in connection with these Terms shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 17.4. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office address of the parties (or in the absence of a registered office address the contract address given) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 17.5. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 17.6. If one party gives notice to the other of the possibility that any provision or part-provision of these Terms are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.7. A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.8. We offer a wide variety of property related services and may offer these services to You. We may receive and retain commission from other contractors or services provided to You either by themselves or as a result of referrals to other organisations providing property related services such as finance, repairs, renewals, removals, furnishings, utilities, etc.
- 17.9. All photographs, images and marketing material produced by Us in connection with marketing of the Property are protected under the Copyright Design & Patents Act 1988 and remain their property. We reserve the right to use such photographs, images and marketing material in future marketing and publicity campaigns.
- 17.10. We comply with the data protection laws in the United Kingdom and take all reasonable care to prevent any unauthorised access to, or use of, Your personal data. The personal details that We use to provide or promote our products and services (for example Your name, telephone number, or details of the services You use), as well as any information taken from You (for example during the course of our dealings with You, when you use our website etc.) will not be passed to any organisation beyond Us. However, Your details may, on occasion, be shared with approved contractors or agents in order to provide You with products and services You have requested.
- 17.11. We reserve the right to verify the identity of Our clients and so may ask You to provide proof of ID, copies of which are retained on Our files. We may consider it appropriate to make disclosures to the Serious Organised Crime Agency if there is any evidence or suspicion of money laundering.
- 17.12. If You have a complaint about the Service(s) You have received from Us, You should put Your concerns in writing to Us at Our registered office. The correspondence will be acknowledged within 3 Business Days. The matter will then be investigated and a full response sent to You within 15 working days.
- 17.13. We are members of The Property Ombudsman and subscribe to their Code of Practice, in the unlikely event that You remain dissatisfied then You may refer the matter to the Property Ombudsman at Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP. Please find further information on our own website www.move.uk.net or visit www.tpos.co.uk
- 17.14. You agree to the use of digital signatures. The purpose of signatures is to ensure that in compliance with section 7 of the Electronic Communications Act 2000 these are valid and admissible in evidence. We subscribe to secure information and properly process it in

accordance with the Electronic Commerce (EC) Directive Regulations 2002. You agree that these Terms and any associated agreements entered into in relation to the Property may be signed electronically.

- 17.15. Nothing in these Terms are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.
- 17.16. A person who is not a party to these Terms shall not have any rights to enforce its terms.
- 17.17. Except as set out in these Terms no variation of the Terms, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us.
- 17.18. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.19. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

18. CONSUMER CANCELLATION RIGHTS

- 18.1. Additional Rights to cancel these Terms may apply if you meet the following two criteria: -
 - 18.1.1. You are contracting with us as a Consumer (which means that you are an individual and that the letting of premises is wholly or mainly outside your trade, business or profession); and
- 18.2. We are entering into what is known as an off-premises contract or distance contract with you. An off-premises contract is one that is concluded away from Our office or business premises or is concluded following us either meeting with You or addressing You away from Our premises. A distance contract is a contract concluded under an organised distance sales or service provision scheme without the physical presence of Us and You as a consumer, exclusively by distance communication.
- 18.3. This is a summary of the position and you are referred to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for further information. You may wish to take advice.
- 18.4. If you do meet this criteria and you require the Services to commence sooner than 15 days from the date You accept these Terms, then you will need to communicate that to Us by email. If You do require the early commencement of our Services you will become liable for Fees in accordance with these Terms from the commencement of Our Services.