

LETTING AUTHORITY
for
Letting, Rent Collection & Full Management
CPBIGWOOD MANAGEMENT LIMITED
Specialist in Residential Lettings and Property Management



Date: _____

Dear Agent

This is the Letting Authority and instruction in respect of my / our property known as:

(Please Insert Full _____ Post Code _____
Property Address)

I / We hereby instruct the CPBigwood Limited as my / our Agent to commence marketing, find a tenant and to let my / our property. Where required and as indicated below collect rent and manage the above property in accordance with this Letting Authority and the Terms of Business set out in the Agency Agreement attached.

The rent sought by me / us will be £_____ per calendar month.

I / We authorise the Agent to photograph, market and advertise the property, prepare a Tenancy Agreement and erect a "To Let" board (where applicable).

Immediately before vacating the property I / we agree that I / we will arrange for all gas, electricity and water meters to be read and accounts settled as necessary including the telephone and broadband services (where applicable).

I / We acknowledge that I / we will be responsible for obtaining permission to let from my / our Mortgage Company and or Lessor. Upon signing this document I / we confirm that I / we have notified my / our insurance company (and managing agents where the property is leasehold) of my / our intention to let and will obtain and maintain cover and any additional cover as may be necessary.

I / We acknowledge that as Landlord(s) I / We have a responsibility to hold and administer tenant(s) deposits under an approved Tenancy Deposit Scheme governed by The Housing Act 2004. Tenancy deposits taken must be protected by law under one of two types of statutory Tenancy Deposit Protection Schemes, being, one of two insurance based schemes or a single custodial scheme. I / We authorise the Agent to arrange an Energy Performance Certificate on my / our property and payment will be made in advance in the sum of £75.00 plus VAT.

If required, specialist Building and Contents Insurance can be arranged through CPBigwood LLP. I understand I can write in or contact you for a quotation.

For both Rent Collection and Full Management Services, the Agent will pay rental monthly and hold the deposit for the duration of the tenancy under the terms of the Tenancy Deposit Scheme in accordance with the Agency Agreement. Under Letting Only Service, the initial rent and deposit (subject to my / our selection of deposit scheme for non-management), will be paid less the deduction of fees automatically upon completion of the letting to my / our account and to the designated deposit scheme.

I / We instruct to pay rental income direct to my / our account, see below under Landlords Bank Details.

I / We have read and fully understand the Terms of Business between me / us and the Agent and provide additional information about my / our property under separate cover and confirm that I / we require the following service:

Letting, Rent Collection & Full Management Service (Service A) **Letting & Rent Collection Service Only (Service B)** **Introduction & Letting Only Service (Service C)**

I / We authorise the Agent as Managing Agents under the Letting, Rent Collection and Full Management Service to carry out repairs at their absolute discretion up to an amount of £250.00 without prior reference to me / us. In the event of an emergency I / We indemnify The Agent for all costs relating to such emergency repairs including out of hours calls as may in their absolute discretion need to be carried out in my / our best interest.

If required, Rent Guarantee can be offered in line with the Tenancy Agreement (subject to terms of the let) a fee will apply for more details on the policy please contact CPBigwood.

Rent Guarantee YES NO **(please tick)**

Please prepare an Inventory and Schedule of Condition for the agreed fee of £_____ YES NO **(please tick)**

(see main Terms and Conditions for fees – included within service A + B)

I am / We are: Resident/ordinarily resident in the UK for tax purposes Non-resident for UK tax purposes (please tick)
 Sole owner, as evidenced by the Title Deeds Joint owners, as evidenced by the Title Deeds (Please tick)

If jointly owned, please specify percentage of individual ownership: _____. Should the ownership change or the owner(s) move overseas, I / we will advise the Agent immediately.

Upon signing this Letting Authority I / We attach proof of ownership and as required under legislation a copy of my / our passport(s) and driving licence(s) (if you do not have a driving licence you must provide a utility bill no more than 3 months old).

I / We acknowledge that the Agents have informed me / us of my / our responsibilities and statutory duties.

I / We have read carefully the Terms of Business and hereby instruct CPBigwood Limited.

Please sign here

(1) _____ (2) _____
 Sole Owner / Joint Owner / Power of Attorney (*Delete as appropriate*)

Print Full Name(s)

in block letters: (1) _____ (2) _____

N.B. ALL PAGES MUST BE INITIALLED AT THE BOTTOM OF EACH PAGE AND RETURNED – PLEASE DO NOT DETACH ANY OF THE PAGES. Value Added Tax (VAT) applies and will be charged in addition to all fees at the rates current at the time of providing the service.

LANDLORD'S BANK DETAILS

Bank/Building Society	<input type="text"/>
Bank/ Building Society Address	<input type="text"/> <input type="text"/> <input type="text"/> Post Code: <input type="text"/>
Account Name	<input type="text"/>
A/C Number	<input type="text"/>
Sort Code	<input type="text" value=" - -"/>
Any additional reference no.	<input type="text"/>
RENTS ARE PAID AUTOMATICALLY INTO LANDLORDS' BANK ACCOUNT	

TERMS OF BUSINESS

for

Letting, Rent Collection & Full Management

CPBIGWOOD MANAGEMENT LIMITED

Specialist in Residential Lettings and Property Management

VAT Registration Number: 925735114



This is an Agency Agreement for a Private Dwelling as referred to in the Letting Authority to which this is annexed. The purpose of this document is to set out clearly and concisely the Terms and Conditions of Business and extent of the Letting, Rent Collection and Full Management Services provided by CPBigwood Limited.

These Terms and Conditions should be read carefully before you agree to them and whilst every attempt has been made to compose this document using plain and intelligible language, it inevitably contains some legal terms of reference. Terms and Conditions shall be construed under English law.

Should you not understand these Terms of Business or Agency Agreement or anything contained in the documentation, it is strongly recommended that you ask for an explanation or take advice before signing and dating it.

1 Definitions

In these Terms of Business the following expressions shall have the following meanings:

- 1.1 CPBigwood Limited is a wholly owned subsidiary of CPBigwood LLP.
- 1.2 "the Agent" "We" "Us" is CPBigwood Limited
- 1.3 "You" "Client" "Your" or the "Landlord" includes the Landlord or Owner named in the instructions and/or his successors in title or assigns. Where the Landlord is more than one person the Landlords covenants are joint and several.
- 1.4 When the masculine gender is used this is to be construed in the feminine and if appropriate visa versa.
- 1.5 "the Property" includes the Property or any part of it (including any garage, garden or parking space) specified by the Landlord including any fixtures, fittings, furniture, appliances, equipment, floor, ceiling and wall coverings belonging to the Landlord.
- 1.6 "Tenant" includes any tenant or tenants of the property introduced by the Agent. If the tenant is more than one person, this expression shall be read and construed accordingly and includes any associate of the tenant or any person within this definition who remains in the property. "Tenant" includes the successors in title to the Tenant.
- 1.7 'Tenancy' or the expression "Tenancy" shall be read and construed accordingly and includes and initial period of Tenancy, extension, renewal or holding over period or any statutory periodic tenancy.
- 1.8 "Member" are a member of the Tenancy Deposit Scheme (TDS) and Association of Residential Letting Agents (ARLA).

- 1.9 "Stakeholder" means at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions from the deposit for example costs for compensation as a result of damage, or breach of, or failure to comply with the tenants obligations under the Tenancy.
- 1.10 "Terms and Conditions" means The Agents Terms and of Business for Letting, Rent Collection and Full Management Services and its successor in title or assigns which are written from time to time and signed by the Landlord.
- 1.11 "Service" or "Services" means Letting, Rent Collection & Full Management Service (Service A), Letting & Rent Collection Service Only (Service B) and Introduction & Letting Only Service (Service C).
- 1.12 "Rent" or "Rents" means the rent specified in the Tenancy Agreement between the Landlord and the Tenant.
- 1.13 "Deposit" is the money held by the Agent as stakeholder under the terms of the Housing Act 2004 as a security against the Tenant's obligations and liabilities under and in accordance with the Tenancy Agreement.
- 1.14 "Tenancy Agreement" means the written contract between the Landlord and the Tenant.
- 1.15 "Inventory" means the written report of the contents and schedule of condition of the Property.

2 Preliminary Matters

There are several preliminary legal matters, which You must comply with. Safety in the Property is your statutory obligation when it is occupied by someone else. You therefore agree with the Agent as follows:

- 2.1 That all furniture or furnishings in the Property and included in the Tenancy comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) ("Furniture Regulations"). If any furniture or furnishings do not comply with the Furniture Regulations they must be removed from the property prior to the commencement date of any Tenancy. If items have not been removed at the commencement of any Tenancy the Agent reserves the right to remove such furniture and furnishings and where necessary store them or dispose of them at the Landlords expense.
- 2.2 That if there is a supply of gas to the property then all pipe-work and appliances are safe and have been the subject of a gas safety inspection in accordance with The Gas Safety (Installation and Use) Regulations 1998 within the last month and You will produce to the Agent at least five working days prior

- to the commencement date of the Tenancy a copy of a valid Gas Safety Record as prepared by a suitably qualified GAS SAFE registered contractor/engineer who holds the specific skills under the Approved Code of Practice (ACOP), so that in turn the Agent may give a copy to the Tenant. In addition, You have already or immediately will comply with any works required or recommended to be done as specified within the Gas Safety Record. If no Gas Safety Record is produced to the Agent a Tenancy cannot commence. The Agent reserves the right to have a Gas Safety Check carried out at the Landlords expense. The cost of which is to be paid by the Landlord immediately upon demand or where appropriate deducted from the Rent.
- 2.3 Landlords are strongly advised to have an annual service contract in place with a GAS SAFE registered engineer for all gas appliances, gas boilers and central heating appliances.
- 2.4 Landlords are strongly advised to install within the Property a Carbon Monoxide detector alarm. When You buy a carbon monoxide alarm, make sure that it meets current British and European safety standards. You will see the 'EN', 'CE' and 'BS' marks clearly displayed on the packaging. Always choose an audible version so that the occupant will be alerted even if asleep. Always read the manufacturer's instructions carefully before installing a carbon monoxide alarm. You may be able to buy an approved carbon monoxide alarm from a GAS SAFE engineer, or you can buy one directly from a trade outlet.
- 2.5 That all electrical wiring in the property and appliances to be included in the Tenancy are safe and has been the subject of an electrical check in the last month. The Electrical Equipment (Safety) Regulations 1994, The Plugs and Sockets etc (Safety) Regulations 1994, Part P, Part G and all other relevant sections of the Building Regulations and Consumer Protection Act 1987 define the Landlord as a supplier of electrical equipment (such as plugs, sockets, adaptors, fuses, appliances etc intended for domestic use). The Landlord will produce to the Agent at least five working days prior to the commencement date of the Tenancy a copy of the valid NICEIC Electrical Inspection Certificate and Portable Appliance Test Certificate, so that in turn the Agent may give a copy to the Tenant (where applicable). In addition, You have already or immediately will comply with any works required or recommended to be done as specified within the Electrical Report. If no Electrical Inspection Certificates are produced to the Agent a Tenancy cannot commence. The Agent reserves the right to have the required Electrical Checks carried out at the Landlords expense. The cost of which is to be paid by the Landlord immediately upon demand or where appropriate deducted from the Rent.
- 2.6 That the property is safe in all areas of general fire safety, particularly with regards to smoke alarms/detectors. The Agent advise that all properties are professionally fitted with smoke alarms. New homes must be fitted with mains operated smoke alarms/detectors. They must be installed on every floor and where required inter-linking with heat censored alarm /detectors in kitchens. The rules are incorporated in the Building Regulations 1991 and for new property apply to property built after June 1992. There are no specific regulations governing older buildings but the Agent and Fire and Safety Officers recommend the installation of at least battery operated devices. You must ensure smoke alarms meet current British and European safety standards.
- 2.7 The Agent can arrange upon written instruction for qualified contractors to attend the Property. This would include organising with an approved GAS SAFE registered engineer and NICEIC registered electrician who are conversant with all the appropriate safety standards access and inspection as required under statutory obligation. This will be subject to a separate charge as set out under fees below. If you already have a current gas safety record from a GAS SAFE engineer and an electrical certificate, please forward these to Us.
- 2.8 That the Property complies with The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007. The EU requires that Energy Performance Certifications (EPC) must be provided for all new lettings from 1st October 2008. When renting your property, you will need to provide a certificate to any prospective tenant. Once obtained, a certificate remains valid for up to 10 years. If a valid Energy Performance Certificate still exists when changing tenants no new certificate is required.
- 2.9 Landlord hereby indemnifies the Agent against all costs incurred by the Agent in the procurement of an Energy Performance Certificate, Gas Safety Record and Electrical Safety Inspection Certificate.
- 2.10 That if the Property is unoccupied You have taken winter precautions and satisfied your responsibilities under any buildings and contents insurance policies. An empty buildings covenant will apply and the Agent strongly recommends that water systems are turned off and drained down or heating left on at an adequate level and loft hatches are raised to avoid risk of burst pipes. If You have any doubts the work should be undertaken professionally. Void property inspections may also be required on a regular basis. If You require the Agent to carry out void property inspections You must provide instructions in writing to the Agent and such instructions will be subject to a separate charge as set out under fees below. The Agent only manages the property during the Terms of the Tenancy.
- 2.11 The Disability Discrimination Act 2005 (DDA Regulations) makes it unlawful to discriminate against disabled persons in relation to the letting, leasing and management of premises. The definition of disability is wide and as the Landlord you are responsible and must comply with the regulations. You have a duty where required to do so to provide auxiliary aid or service to enable a disabled person to use the Property if they are considering taking a letting.

- 2.12 Winter precautions are the Landlords responsibility and the Landlord hereby indemnifies the Agent against all costs, expenses, risks or liabilities under the requirement for winter precautions.
- 2.13 That you have obtained the written consent of any mortgagee of the Property to the intended letting and Tenancy and will, on request, produce this consent to The Agent.
- 2.14 That You have obtained the written consent of any Superior Landlord or Freeholder of the Property (where applicable) to the intended letting and Tenancy and will produce this consent or licence to the Agent if requested to do so. You are to ensure that your lease permits the letting and Tenancy and the Tenancy is for a period expiring prior to the termination of your Lease. If in doubt, refer to the Lease or other agreement.
- 2.15 Preparing the Property for letting is the Landlords responsibility. The Landlord agrees that the Property, garden, garage (if any) will be handed over to the Agent for letting in a safe condition, with all personal items removed. The Property will be cleaned to a professional standard and the garden (if any) in a neat and tidy condition.
- 2.16 In most instances it is the Tenants responsibility to maintain the garden. If the garden is large or requires specific attention it may be necessary to consider contracting a gardener on a periodic basis and for the charged to be reflected in the rent. We recommend that the Landlord is responsible for an autumn and spring tidy up and to prune periodically large hedges and trees as necessary to keep the garden maintained to a good level. If you provide a gardener the detailed specification must be given to the Agent.
- 2.17 Where the Landlord provides appliances and equipment, the manuals for each item must be provided to the Agent.
- 2.18 All keys to be provided by the Landlord. Minimum three sets for Full Management and Rent Collection Services and two sets for Letting Only Service are required and if not provided to the Agent prior to commencement of any tenancy the Landlord agrees that the Agent may arrange and have cut all required keys. The Landlord will pay the costs incurred.
- 2.19 Where the Property is alarmed, the Landlord to provide all instructions and codes. We recommend that the Landlord takes out a suitable maintenance contract.
- 2.20 That you herby agree to indemnify and hold harmless the Agent and against all costs and expenses howsoever arising from any breach on the part of the Landlord of the Gas (Installation and Use) Regulations 1988, the Electrical (Safety) Regulations 1994, The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993), The Management of Houses in Multiple Occupation (England) Regulations 2006, The Disability Discrimination Act 1995 and The Energy

Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

3

The Services

Having received instructions to act on the Landlords behalf, the Agent will carry out the following services:

Introduction & Letting Only Service (Service C)

- 3.1 View the property.
- 3.2 Advise on rents, furnishings, gas and electrical safety and any relevant matters.
- 3.3 Market, Advertise and Photograph the Property as necessary.
- 3.4 Arrange appointments for prospective tenants to view the property.
- 3.5 Introduce prospective tenants.
- 3.6 Take up written references for prospective tenants.
- 3.7 Prepare the Property prior to letting including any gardening and cleaning that may be necessary and such costs incurred to be payable by the Landlord.
- 3.8 Prepare, execute and complete the Tenancy Agreement (cost of which is shared with the Tenant).
- 3.9 Collect the first payment of rent and account to You less the Agent initial fees as agreed.
- 3.10 Collect and account to You for the Deposit.
- 3.11 The Agent will not prepare an Inventory and Schedule of Conditions unless instructed to do so in writing by the Landlord. If the Agent prepares an Inventory and Schedule of Conditions for the Property, it will be subject to a separate charge as set out under fees below.
- 3.12 The Agent will not carry out a tenant check-out inspection or disburse the deposit at the end of the Tenancy, unless instructed to do so in writing and separate terms in this regard are agreed with the Agent. The Charge for a tenant check-out inspection and dealing with the distribution of the deposit will be subject to separate agreement between the Agent and the Landlord.

Letting & Rent Collection (Service B)

The Letting & Rent Collection Service is provided by and shall contain all those services in section 3 above plus the following services:

- 3.13 Receive and hold deposits (see clause on Deposit below).
- 3.14 Receive Rents.
- 3.15 Remit Rents received into the account provided by the Landlord.
- 3.16 Prepare an Inventory and Schedule of Condition and take in-going meter readings where applicable. Inventory costs are calculated on a per room basis and are subject to a minimum charge. The Agent uses only inventories compiled by them or their representatives. An Inventory will not include household plants, garden plants, trees, consumable goods, and contents of lofts, attics and cellars or the contents of any locked room or storage area.

- 3.17 Advise the appropriate utility suppliers (gas, electricity and water) of the meter readings at the commencement of the tenancy.
- 3.18 Grant and extend or renew a Tenancy Agreement upon the same terms as previously agreed with the Landlord or as determined by The Agent at their discretion to be in the Landlord's interest and to give such consent or permission as may be necessary.
- 3.19 Deal with disbursing the deposit in accordance with the Tenancy Deposit Scheme (see Deposit clause below).
- 3.20 Carryout a check-out inspection at the end of the Tenancy or any period of extension or holding over. Prepare, if appropriate, a cost schedule of dilapidations for agreement between the Landlord and Tenant.
- 3.21 Where a Landlord locks a room or other storage area, the Agent will not be responsible for or take inventory of any contents or be responsible for the contents in such an area. No non-compliant furniture under the Furniture Regulations or items of a combustible or inflammable nature should be stored in any locked room, which may prove to be a danger to the Tenant.
- 3.22 Unless otherwise instructed in writing, the Agent will at the end of any Tenancy Agreement offer the Property for re-letting to a new Tenant and are authorised to do so accordingly. These Terms and Conditions will apply to any such new tenancy affected.

- 3.26 Inspect the property periodically or upon formal written instruction by the Landlord at agreed intervals (subject to access) and report in writing to the Landlord when appropriate. The Agent walks through the Property (lofts and cellars excluded) to ensure that there are no obvious defects or irregularities (structural defects excluded).
- 3.27 Provided the Landlord has not made alternative arrangements and provided that the Landlord's account with the Agent is in credit, to discharge all charges and appropriate expenses payable in respect of the Property, excluding mortgage and service charge payments, and payments of premiums for building and contents insurance.
- 3.28 The Management Service is only provided during the term of the Tenancy and is not available for void periods except by separate instruction to be agreed in writing between the Landlord and the Agent and subject to charges agreed as part of the separate instruction.
- 3.29 Inspections do not constitute any form of survey and are limited to inspecting for apparent breaches of Tenant's obligations and general condition of the Property. In addition, it should be noted that where the Agent instructs on the Landlord's behalf any contractor to carry out any work to the Property, the Agent is not responsible or liable for any negligence or breach of contract or damage caused by that contractor.

4 CPBigwood Limited and Authority

The Landlord expressly authorises the Agent to act as attorney and on the Landlord's behalf (but at the sole discretion of the Agent) to do, carry out and execute all or every one of the following:

- Where the Agents are appointed managing agents of the Property then for the purpose of enabling to carry out this service (and without prejudice to the generality of the appointment) the Landlord in addition to section 3 above expressly authorises the Agent to:
- 3.23 Carry out repairs to the property including replacement, maintenance, servicing or repair of any furniture, or furnishings, appliances, equipment or machinery. Save in emergencies, will firstly notify the Landlord if the cost is likely to exceed £250.00 plus VAT on any one occasion.
- 3.24 Provide in writing to the Agent all appliance and equipment maintenance agreements.
- 3.25 Where an extended warranty is in force the Agent gives the recommended contractor 2 working days to respond and 4 working days to repair the appliance or equipment before instructing an alternative approved contractor in order to protect the Landlords against possible breach of contract. The Agent reserves the right to appoint a nominated contractor immediately in the event of an emergency.
- 4.1 In general and for the purposes of letting, rent collection and management; perform every act usually performed by letting or managing agents to the same extent as would be carried out by the Landlord.
- 4.2 Demand and use all reasonable endeavours to recover from tenants all rents and monies payable and take all steps whether by court action, distress or otherwise to recover rent or arrears including instructing solicitors on behalf of the Landlord (where found necessary).
- 4.3 Commence court or arbitration proceedings or any purpose necessary to recover arrears or preserve the Landlord's rights and property or to defend such court or arbitration proceedings that may be brought against the Landlord in connection with the Property subject to the Landlord being responsible for the costs of all such proceedings including solicitors, barristers, court fees and the Agent costs, which may be incurred.
- 4.4 Grant, extend or renew tenancies in respect of the property and to execute Tenancy Agreements on behalf of the Landlord and to vary any clauses or

provisions, to decide appropriate levels of rents, or to grant any approval to tenants pursuant to any clauses in a Tenancy Agreement.

4.5 Sign and give notices to tenants either to quit, deliver up possession or terminate rights of occupation under The Housing Act 1988 (as amended) or to repair the property or abate nuisance, or to remedy any breach of any agreement, or any other purpose and also to accept surrender of any lease or tenancy upon whatever terms the Agent thinks fit.

4.6 Warn off, prohibit and if necessary, take court proceedings against all trespassers, subject to the Landlord being responsible for the cost of all such proceedings including solicitors, barristers and court fees incurred.

4.7 Clean and/or disinfect the property and tidy the garden, if any, prior to the commencement of the Tenancy if necessary the Landlord being responsible for any costs incurred.

4.8 The Landlord appoints the Agent to carry out any appropriate actions or duties in respect of any statutory obligations, regulations, rules or order which now or at any time relate to the property.

4.9 The Landlord expressly authorises the Agent to choose the energy, water and telecommunication supplier. The Agent may change to an alternative company that supply services to the Property, in order to maintain control over billing.

4.10 The Landlord fully indemnifies the Agent against all costs, claims and expenses made pursuant to this agreement or arising out of a notice(s) being served on the Agent either on an informal or statutory basis.

4.11 The expression 'the property' does not extend to any other part of any building which contains the Property, including common parts, ways or conduction media or fire escapes, neighbouring or adjoining premises to the property.

4.12 All funds, rents, deposits and expenditure pass through the Agents specially designated client account. To maintain Our fee level structure and to offset these charges, the Agent will, on a daily basis, transfer clients' monies into an interest earning account, receive commissions for energy, telecommunication and insurance services. Interest from this account is retained by the Agent, allowing Us to maintain Our existing fee structure as quoted. No interest is payable to Clients on Clients monies retained by the Agent. All Client monies held by the Agent are protected by the ARLA bonded scheme (see ARLA below).

4.13 Landlords' monies and Tenants' deposits are held in separate interest bearing client accounts titled CPBigwood Management Ltd -Client Account, NatWest Bank Plc, Edgbaston Branch, 30a Harborne Road, Edgbaston, Birmingham, B15 3AA.

5 Tax for Overseas Landlords

5.1 Special rules apply to Landlords resident overseas. If You are intending to live overseas and You appoint a Managing Agent, You must advise the Agent without delay. As the Agent, We have registered with the Inland Revenue and Our Registration Number is 922/NA 031834.

5.2 Where the Landlord is resident abroad or taxed as such, the Agent shall be entitled to retain, out of any monies received, the amount of any tax or other monies due or likely or estimated to be due and to pay the same to the Inland Revenue. The Landlord hereby indemnifies the Agent against all payment of tax, interest thereon or penalties levied on or made by the Agent and the costs of dealing with same. The Landlord shall pay the Agent any shortfall of such monies together with interest thereon at 4% above NatWest Bank Plc. base lending rate in force on a daily basis from the date of payment by the Agent until reimbursement in full is made.

5.3 Rent can be paid to You gross if the following requirements are met; Your Managing Agent has registered with the Inland Revenue and each individual owner applies and is subsequently approved by the Inland Revenue. You can obtain the relevant form on-line at: www.inlandrevenue.gov.uk/cnr. Alternatively the Agent can obtain the necessary application form for the purpose of obtaining a exception authorising the Agent to pay rent to you without deduction of tax.

5.4 Further details of how the rules affect You have been prepared under separate cover and may be forwarded to you upon request.

6 Fees

The fees applicable to the level of service chosen are as follows:

Introduction & Letting Only Service (Service C)

6.1 Introduction & Letting Only Service is charged at a fee calculated as a sum equal to 75% of one months' rent plus VAT, subject to a minimum fee of £350.00 plus VAT for this service (Let Only Fee).

6.2 Letting Only Service is for Clients who are simply looking for the introduction and provision of a Tenant, with no other services included. Access to the Agents full range of tenant applicants may be limited by the applicant's choice not to deal directly with the Landlord. Legal, Inventory and Insurance services are not available and Agents contractors are not available.

Other fees are as follows:

6.3 Preparation of an initial Inventory and Schedule of Conditions, which will be subject to a minimum fee of £85.00 plus VAT:

UNFURNISHED ~ £18 plus VAT per room

FURNISHED ~ £20 plus VAT per room

- 6.4 Separate quotation available on request in respect of Legal, Buildings and Contents Insurance services and all other services under Additional Management Charges.
- Letting & Rent Collection and Full Management (Service A + B)**
- Standard fees apply:
- 6.5 Letting with rent collection and full management service is charged at a rate of 10% plus VAT, payable monthly.
- 6.6 Letting, including rent collection but without management is charged at a rate of 8% plus VAT, payable monthly.
- 6.7 Commission is due monthly for the entire period during which a tenant introduced by the Agent is in occupation of the Property or any other property owned by the Landlord. The percentage shown is of the Rent Payable, as specified in the Tenancy Agreement.
- 6.8 Administration Fee is charged at £300.00 plus VAT. This is an initial administration set-up charge for the Tenancy, which is payable at the commencement of all tenancies. This fee includes in particular, preparation of an Inventory and Schedule of Condition, checking-in the Tenant, notifying the Local Authority and Utility Companies of a change of occupier, to prepare, execute and complete the Tenancy Agreement, take up of formal references for prospective tenants and additional services as specified under 'The Services' above.
- Additional Management Charges**
- 6.9 When any tenancy is extended, renewed or held over on a periodic basis after any fixed term period, to an existing Tenant an administration fee is charged to the Landlord, at a rate of £60.00 plus VAT. The Agent will negotiate the extension or renewal to an existing Tenant on behalf of the Landlord and agree terms in accordance with the Tenancy in place. In the event that the Landlord and Tenant fail to agree and a Supplemental Agreement is not signed, dated and accordingly legally binding between the parties, the Tenancy will automatically continue on a statutory periodic basis (holding over) until notice to end the Tenancy is served by either party.
- 6.10 If a Gas Safety Record is not provided to the Agent prior to the commencement of the tenancy the Landlord agrees that the Agent may instruct a qualified GAS SAFE registered contractor to inspect the gas installation, appliances and flues and to carry out any necessary remedial works, which may be required in order that a valid Gas Safety Record is provided for the commencement date of the Tenancy. The Landlord will pay the costs incurred immediately on demand plus, where found necessary an administration charge of £15.00 plus VAT.
- 6.11 If an electrical wiring and appliance record is not provided to the Agent prior to the commencement of the tenancy the Landlord agrees that the Agent may instruct a qualified NICEIC registered contractor to inspect the electrics and appliance with the Property and report and to carry out any necessary remedial works, which may be required in order that a valid safety record is provided for the commencement date of the Tenancy. The Landlord will pay the costs incurred immediately on demand plus, where found necessary an administration charge of £25.00 plus VAT.
- 6.12 Energy Performance Certificate (EPC) - £75.00 plus VAT. The Landlord will pay the costs incurred immediately on demand and indemnifies the Agent in the procurement of an Energy Performance Certificate (EPC).
- 6.13 Maintaining correct records for the statutory annual Gas and Periodic Electrical Checks - £25.00 plus VAT per annum.
- 6.14 Special visits to the property made at the written request of the Landlord, in addition to those inspections organised by the Agent (as part of Service A above) at agreed intervals, will be charged at the rate of £25.00 plus VAT per visit.
- 6.15 The Landlord is responsible for all costs of all legal proceedings, for example, legal action against the Tenant in respect of Rent Arrears, Monetary Claims, Property Dilapidations and Repossession Action. The costs of all such proceedings include solicitors, bailiffs, barristers, court fees, tracing agents and the Agent costs, which may be incurred at the rates current at the time. A document is available separately on request by the Landlord which describes the procedure for dealing with rent arrears, monetary claims, statutory notices and possession.
- 6.16 Caretaking of empty Property - £15.00 plus VAT per week. This is subject to the Landlords request and separate agreement in writing between the Landlord and the Agent. The Agent must be in funds either by retention of monies from the previous letting or by provision of funds by the Client.
- 6.17 Appropriate charges will be made for processing Tenancy Deposit Scheme Claims – subject to a minimum fee of £50 plus VAT, Insurance Claims, arranging and supervising major building or refurbishment work, which will incur a charge of 10% of the cost of works plus VAT or a minimum fixed fee chargeable to the Landlord to be agreed in writing at the time.
- 6.18 Obtaining an approval certificate from HM Revenue and Customs Centre for Non-Resident Landlords - £50.00 plus VAT.
- 6.19 For overseas Landlords without approval certificates and where the Agent has to account for tax reserved each quarter to HM Revenues and Customs, then a fee of £75.00 plus VAT per quarter will be charged for the tax calculations and making payment to HM Revenues and Customs as required by law.

- Remittances will be made to HM Revenues and Customs until the Agent receives an approval certificate exempting the Agent from withholding tax.
- 6.20 For copy documents such as Landlord statements, contractor's invoices, annual tax statements and copy letters and additional expenditure details, the Landlord will pay the administration costs incurred at the sole discretion of the Agent, immediately on demand. Charges not to exceed £25.00 plus VAT without prior written consent between the parties.
- 6.21 Redirection of mail, overseas telephone calls, additional tax services, dealing with statutory and lenders notices and Stamp Duty Land Tax will incur a separate charge subject to the sole discretion of the Agent.
- 6.22 Liability for Council Tax and Water bills will be with the Tenant unless the Property is vacant, or is let as holiday accommodation, house in multiple occupation (HMO), or You remain as a resident landlord, in which case the liability for Council Tax and Water will be with You.
- 6.23 These charges are subject to review at the discretion of the Agent If the Property shall be considered unusually large or of an unusual nature. If charges are to be increased will inform the Landlord in writing prior to any letting being completed.
- 6.24 Value Added Tax (VAT) applies and will be charged in addition to all fees at the rates current at the time of providing the service.
- 7 Proof of Ownership**
- 7.1 The Landlord will provide the Agent with proof of ownership.
- 7.2 The Landlord authorises the Agent to verify ownership of the property via the Land Registry entries.
- 8 Stamp Duty Land Tax**
- 8.1 Stamp Duty Land Tax (SDLT) was introduced as part of the Finance Act 2003 and relates to charges on transactions on land and buildings. It replaces the 'old' Stamp Duty and whilst it is very similar there are some differences.
- 8.2 Under Stamp Duty Land Tax you no longer have to send your documents for stamping.
- 8.3 The SDLT rate currently is from 23 March 2006 and applies only to the Tenant. If the Net Present Value (NPV) is £125,000 or less from the effective date of 23 March 2006 the Tenant does not pay at all. Similar to purchasing, the rate payable on Tenancy Agreements is between one and four per cent of the NPV and is calculated on a sliding scale. For further information visit: www.hmrc.gov.uk.
- 9 Deposits**
- 9.1 The Landlord instructs (Introduction & Letting Only Service excluded), the Agent to receive and hold all Tenant deposits as Stakeholder during the Tenancy and upon the expiry of the Tenancy appoints the Agent to determine all matters relating to payment of any monies from the deposit in accordance with the Tenancy Deposit Scheme, governed by The Housing Act 2004. Where a written claim to the Tenancy Deposit Scheme is required the Landlord will be required to pay a separate charge to be agreed in writing at the time.
- 9.2 Following changes, which came into force on 6th April 2007, as part of The Housing Act 2004, landlords and agents have a responsibility to hold and administer all tenancy (security) deposits under an approved Tenancy Deposit Protection Scheme governed by The Housing Act 2004. As Agents We have joined the Tenancy Deposit Scheme (TDS), run by The Dispute Service Limited, PO Box 541, Amersham, Bucks, HP66ZR. Email: deposits@tds.gb.com, which is an insured based scheme backed by RICS, ARLA and NAEA and all deposits for those properties managed by Us as the Agent will be protected under the TDS scheme. For further information please refer to the leaflet titled 'Information for Landlords and Tenants' or visit the TDS website; www.tds.gb.com.
- 9.3 Under the Letting, Rent Collection and Full Management Services all deposits will be registered and held under the Tenancy Deposit Scheme. Strict guidelines as to timescale and handling of a dispute, should the Landlord and Tenant not agree on the disbursement of the deposit, must be adhered to.
- 9.4 If the Tenancy is assigned to another Tenant, the Agent shall continue to retain the deposit.
- 9.5 If You under the Introduction & Letting Only Service decide to hold the deposit You must specify to the Agent prior to the commencement of each Tenancy, under which other Tenancy Deposit Protection Scheme the deposit will be covered and provide written proof of the Landlords membership. If you fail to notify Us, We will give you a cheque for the amount of the deposit made payable to the Deposit Protection Scheme for You to forward to the custodial scheme providers within 9 days (The Deposit Service, Computershare Investor Services, The Pavilions, Bridgewater Road, Bristol, BS99 6AA Tel: 08707071707 Email:enquiries@depositprotection.com).
- 9.6 The Landlord must register the Deposit with the appropriate Tenancy Deposit Protection Scheme within 14 days of its original receipt. If you fail to do so the Tenant can take legal action against You.
- 10 Insurance**
- 10.1 Residential property owners insurance is available from CPBigwood LLP, including Building, Rent, Landlords Contents, Property Owners Liability, Landlords Legal Expenses and Rental Guarantee Insurance.

- 10.2 CPBigwood LLP is an Appointed Representative (AR) of Lorica General Insurance Limited, a Lorica Consulting Limited organisation. Lorica General Insurance Limited is authorised and regulated by the Financial Services Authority. These Insurances are underwritten by Axa Insurance UK plc except Legal Expenses & Rent Guarantee which are arranged via ARC Legal Assistance Limited. For more details visit www.curryandpartners.com or Email: insurance@curryandpartners.com.
- 10.3 The Landlord is responsible for building and contents (where applicable) cover on the property being adequately insured and for informing the insurers that the property is being let. The Agent is not responsible for any insurance renewals.
- 11 Sale of Property**
- 11.1 This applies to the sale of the Property to Tenant, occupier or other person introduced to the Landlord by The Agent.
- 11.2 Where the Landlord is considering selling the Property, the Agent would be delighted to advise and assist in this regard, as and when required.
- 11.3 Should the Tenant, occupier or other person introduced to the Landlord by The Agent purchase the freehold or a long leasehold of the Property during the term of the tenancy or within six months of the end of a tenancy however terminated, a fee equivalent to 1% plus VAT of the sale price agreed would be payable to by the Landlord to the Agent upon exchange of contracts for all Services.
- 11.4 The Landlord undertakes to notify the Agent of the sale price by signing this Agency Agreement thereby authorising the Landlord's solicitors to deduct the appropriate fee from the proceeds of sale and remit to the Agent.
- 12 Sole Agency**
- 12.1 Unless You instruct Us otherwise the Agency Agreement is a Sole Agency Agreement. If You accept a tenant from another party during the Sole Agency period, then We as the Agent will be entitled and reserve the right to charge a fee equivalent to a Let Only Fee payable under service A (see Fees section) under Introductory & Letting Only Service.
- 13 Multiple Contract Terms**
- 13.1 Contract terms with reduced charges are available to Landlords letting 5 or more properties through the Agent.
- 14 Changes to these Terms and Conditions**
- 14.1 The Agent may alter or amend these Terms and Conditions at any time without notice. They will be binding at all times of notification except for service A and B where alterations will be binding at the end of the Tenancy that is currently running unless the amendments are due to statutory changes, in which case they will take effect immediately on notification.
- 14.2 The Agent will not accept any alterations to these Terms and Conditions of Business unless agreed in writing prior to the commencement of the Agreement and signed by the Partner/Director, a copy of which must be annexed to these Terms of Business.
- 14.3 The Landlord must advise the Agent in writing of any change of circumstances, proceedings, payment details or other significant details relating to the letting and management of the Property.
- 15 Terminating this Agency Agreement**
- 15.1 The Landlord may terminate this Agency Agreement by giving three months notice in writing. Having served the notice in writing, the Landlord will be liable to pay the Agent fees and commissions as normal during the notice period. Where You intend to continue letting to a Tenant who the Agent introduced, then You will be liable to pay Us a Placement fee equivalent to six months commission.
- 15.2 The Agent may terminate the Agency Agreement at the end of a Tenancy or upon giving the Landlord one month notice in writing.
- 15.3 In respect of a tenancy which has been agreed 'subject to contract', the Landlord may withdraw instruction under this Agency Agreement and by doing so will be liable to pay the Agent reasonable expenses incurred in marketing, advertising and photographing the Property, processing the Tenant and handling the tenancy application. The Agent may withdraw from the Agency Agreement at this stage if the Landlord has broken the Terms and Conditions.
- 16 Housing Benefit**
- 16.1 The Landlord authorises the Agent (if so requires) to direct the Tenant or Local Authority to pay Housing Benefit to the Tenant, the Landlord or the Agent and where applicable the Landlord indemnifies the Agent against any repayment by the Agent to the Local Authority of any such monies at any time together with any costs or losses incurred by the Agent.
- 17 Houses in Multiple Occupation (HMO)**
- 17.1 If the Local Authority declares that Your Property is a HMO then You will carry out at Your cost all the works that the Local Authority may require of You.
- 18 Data Protection Act 1998**
- 18.1 Information supplied by You will be held confidentially on Our computer records in accordance with the Agents notification under the Data Protection Act 1998. The Agent may use this information, or share it with Our credit reference providers for account administration including debt tracing and collection, credit, insurance, property and letting decisions. We will notify utility companies and local authorities, where applicable, regarding change of occupancy. We may record sensitive personal data as defined in the Data Protection Act 1998. You are entitled to ask for a copy of the information held about you subject to the payment of an administration fee that will be

notified to You upon application and will not exceed the value set by statute. You have the right to request that it be amended if it is found to be incorrect.

19 Proceeds of Crime Act 2002 and Money Laundering Regulations 2007

19.1 In accordance with the Proceeds of Crime Act 2002, the Agent will report to the Serious Organised Crime Agency any occasion when the Agent suspects or has reasonable grounds to suspect that the Landlord or any person acting on behalf of the Landlord has benefited, either directly or indirectly, from any proceeds of crime or has engaged in or been associated with money laundering as defined in the Money Laundering Regulations 2007.

19.2 As a result of this legislation, all private Landlords (individuals) undertake to provide the Agent upon signing this Agreement with a copy of their passport and driving licence (if you do not have a driving licence you must provide a utility bill no more than 3 months old).

20 Indemnity

20.1 The Landlord undertakes to ratify whatsoever the Agent shall properly and lawfully do by virtue of this Agreement and to indemnify them against all costs, claims, expenses or liabilities incurred by them.

20.2 You agree to indemnify the Agent against any expenses or penalties that the Agent may suffer as a result of the Landlords refusal to comply with statutory regulations or official notices.

21 Arbitration –Landlord and Agent

21.1 Any dispute between the Landlord and Agent arising out of this Agreement may be referred by either or both parties to a sole arbitrator to be agreed between the Landlord and Agent. In default of an agreement the Landlord and Agent hereby agree for the President or

Vice-President for the time being of the Royal Institution of Chartered Surveyors to appoint an arbitrator.

22 ARLA (Association of Residential Letting Agents)

22.1 CPBigwood Limited is a fidelity bonded member of ARLA (Association of Residential Letting Agents). This is the professional body for Letting Agents.

22.2 The ARLA fidelity bond means that Landlords' monies and Tenants' deposits are held in a separate client account and are fully protected. The Agent also holds professional indemnity insurance.