

TERMS & CONDITIONS

Landlord(s) name.....

Landlords address/registered office address.....

.....postcode.....

Premises address.....

.....postcode.....

Type of agency sole - multi -

Service required Let only - Rent Collection - Full Management -

Pro Rata Refund Yes - No -
Are you eligible to a pro rata refund on a previous letting (clause 8)

Deposit held by (DPS) -
(.....*Provide scheme name and number*.....) Landlord -

Inventory Required Yes - No -
Landlord to supply Yes - No -

Parking *(provide parking space number)* Yes - No -

Gas supply Yes - No -
(If yes, do you have an up to date valid Gas Safety Certificate) Yes - No -

Overseas Landlords Yes - No -
Are you resident overseas (Schedule 5, clause 5) (6 months plus outside of the UK)
(.....Provide date that you left the UK.....)

Bank Details

Name.....

Bank/Building society.....

Sort Code.....

Account number.....

Contact Details

Contact Number.....

Email Address.....

Fees and Commissions

The Landlord should read the Terms of Business carefully and in particular this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

1. SOLE AGENCY

By appointing us, you agree that we shall have sole agency to market the Premises for a period of three weeks. The sole agency can be terminated at the end of the fixed period by giving us one week written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

OR

MULTI AGENCY

By appointing us, you agree that we shall act on a multiple agency basis to market the Premises for a period of four weeks. The multiple agency can be terminated at the end of the fixed period by giving us one week written notice. If you do not terminate the multiple agency it will continue until we receive your written instructions.

2. COMMISSION

You are responsible for paying our Commission when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:

- a. a viewing conducted by us;
- b. sight of any marketing or advertising material produced by us or by our instructions;
- c. by way of an introduction from an existing occupier for which we have previously charged a commission; or
- d. through the work of yourself or any other agent where this occurs during our period of sole agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction. **You should note that this may involve you paying Commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.**

By signing this Agreement the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

3. VAT

Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are shown **exclusive** of VAT.

4. LET ONLY SERVICE

If we are instructed on Let Only Service basis our commission is calculated at **10% plus VAT** (subject to a minimum fee of £1000 +VAT) of the gross rent, premium or other money payable throughout the initial fixed term and any extension of it whether fixed term or periodic irrespective of whether we are instructed to act on your behalf. Payment is due in full at the start of the tenancy. If the letting fee is more than the initial rent the balance must be paid to us prior to the commencement of the tenancy in cleared funds. Typically a debit or credit card will be the most convenient method of payment, (note credit card payments will attract a surcharge of 2%). The Tenancy Agreement will be retained until any outstanding fees and expenses have been paid to us.

5. RENT COLLECTION SERVICE

If we are instructed to collect the rent for the Premises then further to the Let Only Commission you will have to pay us an additional fee for the Rent Collection. The Percentage for **Rent Collection Service being 12% plus VAT** (this includes Let Only and Rent Collection services), (subject to a minimum fee of £1,100 +VAT) of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. Payment will be made over three monthly installments, over the initial 3 month of a 12 month tenancy. If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Let Only Commission percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

6. MANAGEMENT SERVICE

If we are instructed to manage the Premises then further to our Commission for the Let Only Service you will have to pay us an additional fee for the Management Service. The Percentage for the **Management Service being 16% plus VAT** (this includes Let Only, Rent Collection and Management Services), (subject to a minimum fee of £1,250 +VAT) of the gross Rent premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. Payment will be made over three monthly installments, over the initial 3 month of a 12 month tenancy. If our instructions to manage are terminated our Commission remains payable at the Let Only Commission Percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

7. RENEWAL FEES

After the initial fixed term we will charge Renewal Commission if the Tenancy is renewed whether or not we are instructed to act for the Landlord if the Tenant remains in occupation. A fee rate of 10% +VAT for Let Only Service, 12% + VAT Rent Collection Service and 16% + VAT for Management Service, of the gross rental income for the period of the renewal will apply whether as a fixed term or periodic tenancy. The fee is payable if one or more of the tenants found by Circa continues to occupy the property. The fee is payable in advance of the renewal date.

8. REFUND OF COMMISSION

We will make refund of our Commission if the Tenancy terminates before the originally agreed date on a pro rata basis subject to a minimum fee of £750 + VAT for properties let under our Let Only Service, £850 + VAT for properties let under our Rent Collection Service and £1,250 + VAT for properties let under our Management Service. The refund will apply from either the termination date, resulting from notice served by the tenant, or the earliest date at which the tenant could legitimately vacate in accordance with any provision of a break clause in the tenancy agreement. The date applied will be that which represents the greatest period of occupancy. The refund is only payable where the property is re-let by us and is paid once the new letting undertaken by us has commenced. Where the Landlord terminates the tenancy before the full term or does not comply with their obligations under the tenancy agreement, no refund is payable.

9. WITHDRAWAL FROM AGREED OFFER

If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet some of the costs and the expenses incurred up to the sum of £350 excluding VAT. This clause does not affect any statutory rights to cancel that may arise under the Cancellation Regulations. If you have a right to cancel under the Cancellation Regulations, this clause will apply if you withdraw your instructions at any time after the 14 day cancellation period, or at any time after we have received a written request for us to market the Property.

Scale of Fees

All fees are payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf or invoiced as applicable. The fees below apply to the duration of the tenancy.

(All fees are shown inclusive of VAT in brackets)

Full Management fee:	16%+VAT (19.2% inc. VAT) of rent due (subject to a Minimum Fee of £1,250.00)
Short Lets (less than 6 months):	26%+VAT (31.2% inc. VAT) of rent due (subject to a Minimum Fee of £1,250.00)
Rent Collection fee:	12%+VAT (14.4% inc. VAT) of rent due (subject to a Minimum Fee of £1,100.00)
Let Only fee:	10%+VAT (12% inc. VAT) of rent due (subject to a Minimum Fee of £1,000.00)
Tenancy Renewal Fee for second year:	Full Management: 16%+VAT (19.2% inc. VAT) of rent due Rent Collection: 12%+Vat (14.4% inc. VAT) of rent due Let Only: 10%+VAT (12% inc. VAT) of rent due
Tenancy Renewal Fee for third year:	Full Management: 14%+VAT (16.8% inc. VAT) of rent due Rent Collection: 10%+Vat (12% inc. VAT) of rent due Let Only: 8%+VAT (9.6% inc. VAT) of rent due
<u>Additional Charges:</u>	
Tenancy agreement fee:	£150 + VAT (£180 inc. VAT)
Renewal agreement fee:	£60 + VAT (£72 inc. VAT)
Preparing Inventory/Schedule of Condition:	Variable third party cost depending on the size of the property with a minimum of £90 and a maximum of £450
Deposit registration fee:	£35 + VAT (£42 inc. VAT) per year
Maintenance Repair Limit (see clause 4.1):	£300 (where rent is paid monthly in advance)
Administration of NRL tax returns (see clause 5):	£200 + VAT (£250 inc. VAT) per year
Redirection of mail overseas:	Cost of postage
Obtaining estimates and supervision of major works:	10% + VAT (12% inc. VAT) of cost of work over £1,000.00. This is subject to an initial charge of £100 plus VAT (£120 inc. VAT) to obtain estimates, which is deducted from the fee if you proceed with the work.
Additional property visit:	£100 + VAT (£120 inc. VAT)
Accompany third parties at the property:	£50 + VAT (£60 inc. VAT) per hour
Vacant management service:	£100 + VAT (£120 + VAT) per month
Insurance claim handling fee:	£100 + VAT (£120 inc. VAT)
Interest on late payments to the Agent:	Interest will be charged from the date the fees become due at the annual rate of 4% above the base rate of Bank of Scotland
Court attendance:	£100 + VAT (£120 inc. VAT) per hour
Sales fee if property sold to Tenant:	2% + VAT (2.4% inc. VAT) of purchase price
Sales fee if property sold with ongoing tenancy:	Balance of letting fee due for remainder of term where purchaser does not continue letting service with Circa London
 <i><u>These fees are included in the Standard Management Fee but additional on Let Only and Let and Rent Processing services:</u></i>	
Arranging gas safety check:	£50 + VAT (£60.00 inc. VAT) plus costs
Duplication and testing of extra keys:	£25+VAT (£30 inc. VAT) plus costs
Issuing Notice of Seeking Possession:	£50+VAT (£60 inc. VAT)

Terms of Business

1. GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items A to M of the Standard Letting and Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit.

2. LIABILITY FOR TENANT DEFAULT:

Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

3. REASONABLE COSTS AND EXPENSES:

The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent. Where the agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or previous consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see clause 15.3).

4. MAINTENANCE:

- 4.1 The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to **make** the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (Maintenance Repair Limit – see Scale of Fees above) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment will incur an additional charge - see Scale of Fees above). 'Retained maximum expenditure limit' means that the Agent will hold this amount on the Landlord's account and has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.
- 4.2 For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.
- 4.3 Where the Agent is required to coordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work (see Scale of Fees above) and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

7. SERVICES:

The Inventory provider will take meter readings whenever possible at each change of occupation in the Property and, where necessary, the Agent will inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

8. INVENTORY:

8.1 The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the inventory clerk, need regular checking. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required. Testing of all the electrical appliances, heating system and plumbing is not feasible; a qualified contractor should be appointed for this purpose should it be required by the Landlord.

8.2 The Agent will appoint an independent inventory clerk to prepare an Inventory and Schedule of Condition (make) for the Property and will arrange an inventory check in and check out at the start and end of each tenancy, respectively. The cost will depend on the size of the Property and the Landlord and Tenant will usually share the costs of the inventory provider, normally with the Landlord being responsible for the cost of the inventory make and the inventory check in and the Tenant responsible for the cost of the inventory check out

8.3 Landlords should not leave any articles of exceptional value in the Property without prior arrangement with the Agent.

9. TENANCY AGREEMENT:

The Agent will prepare a tenancy agreement in the Agent's standard form, subject to a fee (see Scale of Fees above) and will provide a copy of this agreement to a designated advisor or building society where required. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

10. REFERENCES

The Landlord agrees that he has accepted the references obtained on the Tenant by signing the tenancy agreement.

11. NOTICES:

The Agent will, as necessary, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy.

12. RESERVATION FEES:

A reservation fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The reservation fee does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. This fee is not a deposit until it is transferred on the establishment of the tenancy.

13. TENANCY DEPOSITS:

13.1 Deposits Upon signing the tenancy agreement, the Agent will take a dilapidations Deposit from the Tenant(s) in addition to any rents due. The purpose of the dilapidations Deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This Deposit will be held by the Agent as stakeholder and kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy, or forwarded to one of the Government-regulated deposit schemes listed below (see clause 13.2). Any interest earned on the deposit will be retained by the Agent.

13.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt. The schemes are:

- (1) The Deposit Protection Service (DPS)
- (2) My Deposits
- (3) Tenancy Deposit Scheme (TDS)

13.3 Tenancy Deposit Information. Where statutory tenancy deposit protection applies to a tenancy deposit, the Agent will provide to the Tenant within 30 days the following information required from the Landlord by the Housing Act 2004:-

- (a) information on the particular scheme under which the tenancy deposit is protected;
- (b) compliance by the Landlord with his obligations under the Act and
- (c) prescribed information for the Tenant.

More information on the requirements of the deposit protection schemes are available on the following web site(s) and landlords are strongly urged to familiarize themselves with their legal responsibilities: <http://www.direct.gov.uk>.

13.4 At the end of a tenancy, the Agent will compare the inventory check out report with the inventory check in undertaken at the start of the tenancy and any deficiencies or dilapidations would normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

- 13.5 The Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the Tenant. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. An estimate of the likely costs of preparing and submitting the claim to adjudication or for Small Claims will be submitted to the Landlord before any case is started.
- 13.6 The Landlord authorises the Agent to make appropriate deductions from the last two rental payments of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

14. PROPERTY VISITS:

Under the Standard Management Service, the Agent will normally carry out property visits on a twice yearly basis with the first one after the first three months of the tenancy. Such visits do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens). Where these were felt to be unsatisfactory, a more detailed inspection would generally be made. Additional visits can be made at the Landlord's request subject to a charge (see Scale of Fees above).

15. TERMINATION:

15.1 **Termination of Agency Agreement.** This Agreement may be terminated by either party by way of two months' written notice after the initial six months of the tenancy. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation. **IMPORTANT NOTE: This only applies to the standard management service, the letting service and fees will remain applicable for the duration of the tenancy term, including any extensions and renewals where at least one original Tenant remains.**

15.2 **Tenancy Agreement.** The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

15.3 **Agreements signed away from the Agents office.** Where this Agency Agreement is signed away from the office the Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation (see paragraph 28) by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

16. SOLE LETTING RIGHTS:

Where the Landlord has chosen the Sole Agency option, it is agreed that only the Agent may let the Property.

17. SAFETY REGULATIONS:

WARNING: You should read and understand these obligations before signing overleaf.

17.1 The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994

17.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Standard Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy required and that appropriate records are kept. The Landlord agrees to repay the Agent's reasonable costs incurred including any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.

17.3 Where the Landlord has opted for a Let Only or Let and Rent Processing service, they will supply the Agent with a valid Gas Safety Record for the duration of the tenancy. In the event that the a Gas Safety Record is not provided five working days prior to the commencement of the tenancy or prior to the expiry of the current certificate, the Agent reserves the right to obtain a Gas Safety Record. The Landlord will be responsible for the cost of the safety check, any necessary remedial works and the Agent's arrangement fee (see Scale of Fees).

17.4 Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties.

18. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing.

19. VALUE ADDED TAX:

All fees stated are inclusive of VAT, unless otherwise stated.

20. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let. The Agent may agree to be responsible for the administration of any claims arising during the period of management where the Property is being managed (i.e. this only applies to properties under the full "Standard Management Service") subject to an Insurance Claim Handling fee (see Scale of Fees above) and where applicable subject to an additional charge for major works (see "Maintenance").

21. HOUSING BENEFIT:

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which maybe made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

22. HOUSES IN MULTIPLE OCCUPATION (HMOs):

It is the Landlord's responsibility to ensure HMO premises comply with the regulations. If an order is served to comply with the The Housing Health and Safety Rating System (HHSRS) and the Agent incurs any costs for compliance due to an order being served, the Landlord agrees that the costs may be deducted from the Rent or other money received or to reimburse the Agent within 14 days of written demand. If the Property requires a licence the Landlord must advise the Agent when confirming instructions to let the Property and provide the Agent with the licence.

23. LEGAL PROCEEDINGS:

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs (see Scale of Fees above for Agent's costs for court attendance).

24. IMMIGRATION CHECKS:

The Landlord agrees that the Agent will carry out any checks required under the Immigration Act and the Agent will be responsible for taking the steps necessary to establish an excuse against a penalty.

25. COMPLAINTS:

Where the Landlord is unsatisfied with any service provided by the Agent he should contact the Agent in the first instance to try to resolve matters. If the matter remains unresolved, the Landlord should write to the Director. The complaint will be investigated and a formal written outcome of the investigation will be sent to the Landlord within 15 working days. This is the Agent's complaints policy which must be followed. The Agent is a member of *The Property Ombudsman* (<http://www.tpos.co.uk/01722333306>) and where the Landlord is unsatisfied with the way the complaint has been handled he may refer the matter to the scheme for a further decision.

26. KEEPING RECORDS:

The Agent agrees to keep copies of all forms, agreements and other correspondence in relation to the tenancy for the period of the tenancy and for a year from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

27. ACCEPTANCE & VARIATION:

The terms and conditions of this Agreement may be varied by either party by prior written notice, but only with both parties consent.

31 MONEY LAUNDERING

31.1 In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 the Agent requires each legal owner to provide one proof of identity and one proof of residence which can be selected from the list below.

List A: Proof of Identity; Full Passport, National Identity Card. Full Driving Licence

List B: Proof of Residence; Council Tax bill; Utility bill; Mortgage statement; Bank Statement; Credit Card Statement.

31.2 If the Landlord is a company, the Agent will require a copy of the Certificate of Incorporation and Memorandum and Articles of Association, in order to confirm the authorised signatories. If the Landlord is a trust then the Agent will require a copy of the Deed of Trust and Confirmation of the authorised signatories.

32. SALES FEES

- 32.1 If the Tenant or Occupier or any party associated to the Tenant or Occupier introduced to the Property by Circa London purchases the Property before entering into a Tenancy, or during the term of the Tenancy or within one year of the termination of the Tenancy, commission on the sale price is payable at 2% plus VAT of the final purchase price, including any sums paid for furniture, fixtures and fittings, upon completion of the sale.
- 32.2 If the Property is sold to a new Landlord, the balance of any letting/management fees plus VAT due to the end of the Tenancy, resulting from the continued occupation of the original Tenant/occupier, will become due upon completion of the sale, unless the purchaser enters into an agreement with Circa London on the same terms and conditions as the vendor. Notwithstanding this clause, Circa London reserves the right to decline to enter into such agreement.

CONFIRMATION OF INSTRUCTION FORM

I/we consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).
See paragraph 15.3 above. Tick box if this applies.

I/we wish the Agent to undertake the following service (delete as applicable):
 Standard Management Service
 Letting and Rent Processing – see clause 25 and 26
 Letting Only Service – see clause 24 and 26
 Sole Agency Multi Agency

I/we also confirm that we are the sole/joint owners of the Property known as:
(Property to be let)

Agent details (Provision of Services Regulations 2009)

Name of business: Circa London
Address: The Pavilion, 118 Southwark Street, London
Postcode: SE1 0SW
Telephone no: 020 3137 7877
Email Address: info@circalondon.com
Trade/Professional membership: Association of Residential Letting Agents
 Details of any code of conduct, trade association adjudication or professional body non judicial dispute resolution procedure: The Property Ombudsman Service (TPOS) consumer guide at the following link: <http://www.tpos.co.uk/>
VAT number: 212 2867 30
Details of Professional Liability Insurance: THIS IS TO CERTIFY that in accordance with authorisation granted under the Certificate Number stated below to the undersigned W R Berkley Insurance (Europe) Ltd (hereinafter "INSURERS"), which shall be supplied on application by reference to the Binding Authority Number IMJ152A85497, and in consideration of the premium specified herein, the INSURERS are hereby bound to insure in accordance with the terms and conditions herein or

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing.

Signed: Date:

Signed: Date:

(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)

Landlord's
Full Name(s):