

LANDLORDS INFORMATION

Please read this document carefully as it sets out the legislation statutory rules and directives

OUR SERVICES

Tenant Introduction Service

- ✓ We will **visit and provide a rental valuation of the Property**
- ✓ We will prepare a full colour property brochure with floor plans, photos and maps
- ✓ We will **market your Property** using major websites, local press and other market information
- ✓ We will manage and **accompany all viewings**
- ✓ We will **negotiate with prospective Tenants to maximise your rental income**
- ✓ We will use a reputable **Credit Referencing Agency** to reference the Tenant
- ✓ We will prepare a **comprehensive Tenancy Agreement** setting out the rights and obligations of both parties including any special Terms that have been agreed
- ✓ We can arrange on your behalf a **full Inventory to be prepared**, which is essential for the proper conduct of your Property
- ✓ We will provide a Welcome Pack which will contain appropriate information about the Property
- ✓ We will collect the **first month's Rent** together with the Deposit
- ✓ We will pay your Rent over to you **immediately** electronically
- ✓ We will send a monthly Statement of Account to you by email
- ✓ We will hold the 5 weeks' rental **Deposit** paid by the Tenant as a Stakeholder
- ✓ We will register the details of the Deposit with the **Tenancy Deposit Scheme**
- ✓ We can arrange for a **GAS SAFE engineer** to check the gas appliances and installations and provide a Landlord's Gas Safety Record and Carbon Monoxide Detectors (if required) on your behalf, if requested
- ✓ We can arrange for a and **EICR engineer** to carry out an **Electrical Installation Certificate Report** on your behalf, if required.

The cost of this service is 60% of the first months rent plus VAT

OUR SERVICES

Complete Management Service

- ✓ We will **visit and provide a rental valuation of the Property**
- ✓ We will prepare a full colour property brochure with floor plans, photos and maps
- ✓ We will **market your Property** using major websites, local press and other market information
- ✓ We will manage and **accompany all viewings**
- ✓ We will **negotiate with prospective tenants to maximise your rental income**
- ✓ We will use a reputable **credit reference agency** to reference the tenant
- ✓ We will prepare a **comprehensive Tenancy Agreement** setting out the rights and obligations of both parties including any special Terms that have been agreed.
- ✓ We will prepare a **full Inventory which** is essential for the proper conduct of your Property
- ✓ We will provide a welcome pack which will contain appropriate information about the property and neighbourhood
- ✓ We will **prepare the Property for rental** and ensure that it meets with current legislation and is in an acceptable condition prior to commencement of the tenancy. Charges may apply
- ✓ We will collect the **first month's Rent** together with the deposit
- ✓ We will pay your rent over to you **immediately** electronically
- ✓ We will send a monthly statement of account to you by email
- ✓ We will conduct regular inspections of the property and provide inspection reports
- ✓ We will pay management fees to superior landlords (if applicable)
- ✓ We will supply you with an annual account of income and expenditure for tax purposes
- ✓ We will hold the 5 weeks' rental **Deposit** paid by the Tenant as a Stakeholder
- ✓ We will register the details of the Deposit with the **Tenancy Deposit Scheme**.
- ✓ We will arrange for a **GAS SAFE engineer** to check the gas appliances and installations and provide a Gas Safety Certificate
- ✓ We will arrange for a qualified engineer to inspect the Property to ensure that there are sufficient smoke alarms and carbon monoxide detectors
- ✓ We will deal with day to day management matters on an ongoing basis, where necessary using qualified, trusted contractors.

The cost of this service is 12% of the monthly rent plus VAT

The Agent's Duties

- 1. Council Tax, utilities and outgoings**
 - 1.1** Subject to the Agent possessing the necessary information (such as the names of the providers and the relevant account numbers) the Agent shall notify the Local Authority Council Tax department and any utilities companies and other service providers of the identity of the new tenant.
 - 1.2** Subject to the Agent being in funds (either by way of a float provided by the Landlord or through rent paid by the tenant) the Agent shall pay outgoings relating to the Property on the following basis:
 - 1.2.1** the Agent shall not pay outgoings which fall to be paid by the tenant in occupation of the Property (such as Council Tax, utilities bills and charges for other services such as telephone and broadband) but the Agent shall pay such charges insofar as they relate to a period when the Property was unoccupied;
 - 1.2.2** the Agent shall pay ground rent, service charge and other sums due to the Landlord's landlord or the landlord's managing agent or any management company;
 - 1.2.3** the Agent shall pay the Landlord's premiums for insurance of the Property (but the Agent is not able to arrange insurance cover for the Landlord);
 - 1.2.4** the Agent shall not make any payment unless it has received an invoice or demand;
 - 1.2.5** the Agent shall be entitled to accept and pay invoices and demands that appear to be valid;
 - 1.2.6** the Landlord may instruct the Agent not to make some or all of the types of payment referred to in this clause.
- 2. Energy Performance Certificate**
 - 2.1** The Agent will be unable to market the Property unless a valid EPC is available and either:
 - 2.1.1** the Property has an energy efficiency rating between A-E (inclusive); or
 - 2.1.2** a valid exemption has been registered on the National PRS Exemptions Register and remains in force where the energy efficiency rating is F or G.
- 3. Enquiries and Viewings**
 - 3.1** The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Landlord informed of the outcome of all enquiries and viewings.
- 4. Fitness for Human Habitation**
 - 4.1** Subject to clause 4.3, if it appears to the Agent that the Property and/or Common Parts are not "fit for human habitation" as defined in the FFHH Act at any time during the tenancy, the Agent shall either:
 - 4.1.1** advise the Landlord of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or

4.1.2 recommend that the Landlord seek advice from a suitably qualified person.

4.2 Subject to clause 4.3, the Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been obtained):

4.2.1 in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act;

4.2.2 in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;

4.2.3 in response to any claims or proceedings issued by the tenant under the FFHH Act; and

4.2.4 in order to comply with an order issued by the courts under the FFHH Act.

4.3 Clauses 4.1 and 4.2 above shall only apply to Applicable Tenancies.

5. Gas and Electrical Safety

5.1 The Agent shall:

5.1.1 if requested by the Landlord and at the Landlord's cost, arrange for gas and electricity safety checks to be carried out in order to comply with the Landlord's obligations in the Gas Safety (Installation and Use) Regulations 1998, Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, and the Electrical Equipment (Safety) Regulations 1994 and 2016; and

5.1.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing report before they occupy the Property.

6. Housing Health & Safety Rating System

6.1 If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either:

6.1.1 advise the Landlord of the hazards and the steps that need to be taken; or

6.1.2 recommend that the Landlord seek advice from a suitably qualified person.

6.2 The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for work to be carried out at the Property:

6.2.1 in order to minimise the hazards specified in HHSRS Regulations;

6.2.2 in response to a notice or order issued by the local authority under the HHSRS Regulations.

7. Inventory

7.1 The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for:

7.1.1 an inventory of the Property [(to include a photographic schedule of condition)] to be prepared by an independent inventory clerk;

7.1.2 the inventory clerk to conduct a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant; and

7.1.3 the inventory clerk to conduct a "check-out" with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory and a report [(including a photographic schedule of condition)] is prepared for the Landlord.

8. Legionella

8.1 The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange to undertake an assessment to identify the risk from exposure to Legionella and implement any necessary measures to control the risk to the tenants of contracting Legionnaires' disease for compliance with the Landlord's duties under the Health and Safety at work Act 1974 and Control of Substances Hazardous to Health Regulations 2002.

9. Licences

9.1 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.

9.2 If the Property is in Wales the Agent must hold a licence with Rent Smart Wales for management activities relating to the Property, and to comply with the Code of Practice in accordance with the Housing (Wales) Act 2014. The Agent shall provide a copy of the licence to the Landlord.

9.3 The Agent shall ensure, if required, the Landlord has applied for or provided a copy of a selective, additional or mandatory licence, in accordance with the Housing Act 2004, for the purposes of letting the Property. The Agent shall provide a copy of the licence to the Landlord. The Agent shall:

9.3.1 if requested by the Landlord and at the Landlord's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing; and

9.3.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.

10. Marketing

10.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.

10.2 Without prejudice to the generality of clause 10.1, the Agent shall prepare particulars of the Property, including a written description and photographs and, once the particulars have been approved by the Landlord, the Agent shall include them in its printed advertising materials and add them to its website.

10.3 The Agent shall give the Landlord advice on the Property's rental value.

11. Property inspections

11.1 The Agent shall inspect the Property every six months and shall report its findings to the Landlord.

11.2 The Agent shall, if requested by the Landlord and at the Landlord's cost, conduct more frequent inspections of the Property and shall report its findings to the Landlord.

11.3 The Agent shall advise the Landlord of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.

11.4 The Agent shall advise the Landlord of any issues raised by the tenant or by other parties relating to the Property.

12. Property management

12.1 The Agent shall be responsible for the day-to-day management of the Property, including minor repairs, maintenance and replacements, on the following basis:

12.1.1 the cost of any maintenance, repairs or replacements shall be borne by the Landlord;

12.1.2 if the cost of the work on any one occasion is less than £100 the Agent may arrange for the work to be done without reference to the Landlord;

12.1.3 if the cost of the work on any one occasion is £e.g. 200] or more the Agent shall contact the Landlord to obtain permission to proceed with the work;

12.1.4 if the work needs to be done urgently and it is not practicable to obtain the Landlord's permission the Agent may arrange for the work to be done without the permission of the Landlord.

12.1.5 the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing in excess of £[insert amount e.g. 500].

12.2 The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Landlord permit the Landlord or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every [number] months).

12.3 The Agent shall within [number] days after the end of each month during the Management Period and for so long as necessary thereafter send to the Landlord a statement setting out, in relation to the Property:

12.3.1 all Rent received;

12.3.2 all expenses incurred;

12.3.3 the Commission due to the Agent; and

12.3.4 the amount held by the agent as a float

for that month.

12.4 Having sent the statement to the Landlord the Agent shall retain:

12.4.1 the Commission; and

12.4.2 such amount (if any) as is required to top the float up

12.5 If there are insufficient funds to pay the Commission or to top up the float the Agent shall notify the Landlord of the sum required from the Landlord.

12.6 If:

12.6.1 a tenancy agreement is terminated pursuant to a break clause; or

12.6.2 a tenant vacates the Property before the end of a period for which Renewal Commission has been paid

the Agent shall refund to the Landlord a proportionate part of the Letting Commission (or, as the case may be, the Renewal Commission)

12.7 The Agent shall make a member of staff available to the Landlord at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.

12.8 The Agent shall notify the Landlord of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Landlord if it becomes aware of a breach of any of those laws or regulations in relation to the Property.

12.9 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.

12.10 Subject as provided in these Terms and Conditions and to any directions which the Landlord may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

13. References

13.1 The Agent shall take up appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement and shall forward the references to the Landlord.

14. Rent and rent collection

14.1 The Agent shall demand and receive rent on behalf of the Landlord in accordance with the terms of the tenancy agreement.

14.2 If rent is unpaid for five working days after falling due, the Agent shall notify the Landlord and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.

15. Right to Rent

15.1 The Agent shall, to the extent that sections 20–37 of the Immigration Act 2014 are in force in relation to the area in which the Property is situated, accept liability for compliance with the requirements of sections 20–37 of the Immigration Act on behalf of the Landlord and shall in particular:

15.1.1 obtain from the proposed tenant and from any intended occupier of the Property aged 18 or over the information and documentation required in order to carry out "right to rent" checks on them;

15.1.2 carry out "right to rent" checks in accordance with all relevant Home Office Codes of Practice and guidance;

15.1.3 report the outcome of those checks to the Landlord as soon as possible.

16. Smoke and Carbon Monoxide Alarms

16.1 The Agent shall, if requested by the Landlord and at the Landlord's cost:

- 16.1.1 arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015;
- 16.1.2 check that each alarm is in proper working order on the day a new tenancy begins;
- 16.1.3 carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

17. Tenancy agreement

- 17.1 The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant and shall obtain the Landlord's approval of the draft agreement.
- 17.2 The Agent shall sign the tenancy agreement on behalf of the Landlord if the Landlord instructs the Agent to do so.
- 17.3 The Agent shall not permit the tenant to occupy the Property until the tenant has:
 - 17.3.1 signed the tenancy agreement;
 - 17.3.2 paid to the Agent in cleared funds the first month's rent;
 - 17.3.3 paid to the Agent in cleared funds a Security Deposit equivalent to five weeks' rent; and
 - 17.3.4 provided a signed standing order form for future payments of rent to the Agent.

18. Tenancy deposit and related documentation

- 18.1 If so requested, the Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004 using The Tenancy Deposit Scheme (TDS)
- 18.2 The Agent shall provide to the tenant within 30 days of the Security Deposit being received the deposit certificate, scheme terms and conditions and the "prescribed information" required by the Housing Act 2004.
- 18.3 The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England" or (if the Property is in Wales) the Welsh Government's publication "A Home in the Private Rented Sector – A Guide for Tenants".

The Landlord's Commitments

19. Commission and monies on account

19.1 The Landlord shall pay to the Agent in accordance with these Terms and Conditions:

19.1.1 the Commission; and

19.1.2 any other charges identified in the Appointment Form or otherwise agreed between the Landlord and the Agent.

19.2 If in any month the funds held by the Agent are insufficient to pay the Commission the Landlord shall pay the shortfall to the Agent on demand.

19.3 At the commencement of a tenancy the Landlord shall provide the Agent with a float, if applicable, to meet expenditure on behalf of the Landlord.

19.4 When requested by the Agent the Landlord shall add further sums of money to the float so that it remains at an acceptable level.

20. Consents and permissions

20.1 The Landlord confirms that they are the Landlord(s) of the Property and are entitled to let it out on an assured shorthold tenancy. In particular the Landlord confirms that:

20.1.1 any consent required from a freeholder or superior landlord under the terms of the Landlord's lease;

20.1.2 any consent required from the Landlord's mortgagee; and

20.1.3 any consent required from the Landlord's insurers

has been obtained or will be obtained before any tenancy agreement is signed.

21. Electrical Safety

21.1 The Landlord understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994 and 2016. In particular:

21.1.1 the Landlord shall ensure that all electrical equipment provided by the Landlord at the Property complies with the Regulations; and

21.1.2 the Landlord shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.

21.2 (if the Property is in England) the Landlord understands their duties as a landlord under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:

21.2.1 the Landlord shall before a tenancy commences either:

- a) provide the Agent with a copy of the report from the last safety check carried out by a registered engineer (which must be less than 60 months old, or earlier if specified in the report); or
- b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Landlord);

21.2.2 the Landlord shall, before the expiry of the previous safety check (but only if the tenant is to remain in occupation after the expiry date), either:

- a) provide the Agent with a copy of the next safety check carried out by a registered engineer; or
 - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Landlord) before the expiry date.
- 21.3** The Landlord understands any electrical work carried out in the Property must comply in accordance with Part P of the Building Regulations 2010.
- 22. Energy Performance Certificate**
- 22.1** The Landlord understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Landlord shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Landlord).
- 22.2** If the Property has an energy efficiency rating of F or G the Landlord shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 23. Fire Safety**
- 23.1** The Landlord shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 24. Gas Safety**
- 24.1** The Landlord understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:
 - 24.1.1 the Landlord shall before a tenancy commences either:
 - a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or
 - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Landlord);
 - 24.1.2 the Landlord shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:
 - a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
 - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Landlord) before the expiry date.
- 25. HM Revenue & Customs**
- 25.1** The Landlord shall notify the Agent if the Landlord is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
- 26. Housing Health & Safety Rating System**
- 26.1** The Landlord is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Landlord shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- 26.2** The Landlord is aware of the statutory obligations placed on residential landlords by the FFHH Act. The Landlord shall comply with these obligations. The Landlord shall

comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Landlord will also comply with any orders issued by the courts under the FFHH Act.

27. Indemnity

27.1 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Landlord shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Landlord's agent.

28. Licensing

28.1 If the Property is in Wales, the Landlord must register, to apply for a licence if involved in any aspect of 'managing' the Property, and if licenced, to comply with the Code of Practice, with Rent Smart Wales in accordance with the Housing (Wales) Act 2014.

28.2 The Landlord shall ensure, if required, to apply or hold a selective, additional or mandatory licence, in accordance with the Housing Act 2004, for the purposes of letting the Property.

29. Other statutory obligations

29.1 The Landlord understands their duties as a landlord under the Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 2002 to assess the risk from exposure to Legionella and to undertake an assessment to identify the risk, and implement any necessary measures to control the risk, to the tenants of contracting Legionnaires' disease.

29.2 The Landlord is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Landlord shall comply with those obligations.

30. Property keys

30.1 The Landlord shall provide the Agent with two sets of keys to the Property and confirms that the Agent may make further copies of the keys as necessary.

31. Smoke and Carbon Monoxide Alarms

31.1 The Landlord understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. In particular:

31.1.1 the Landlord shall before a tenancy begins either:
a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Landlord);

31.1.2 the Landlord shall either:
a) check that each alarm is in proper working order on the day a new tenancy begins; or
b) instruct the Agent to conduct such a check (at the cost of the Landlord);

31.1.3 the Landlord shall either:
a) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or

b) instruct the Agent to carry out such remedial action (at the cost of the Landlord).

Renewal or Continuation of Tenancy

32. Intention to renew

32.1 The Agent shall contact the Landlord and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.

33. Occupation after end of fixed term

33.1 If the tenant remains in occupation after the expiry of the original tenancy agreement:

33.1.1 the Renewal Commission shall become payable in place of the Letting Commission; and

33.1.2 the Management Commission shall (if the contract has not been terminated under clauses **Error! Reference source not found. – Error! Reference source not found.**) remain payable.

34. Renewal commission

34.1 The Renewal Commission is payable:

34.1.1 in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and

34.1.2 where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

Miscellaneous

35. Client Money

- 35.1** In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019 the Agent is a member of a government approved client money protection scheme.
- 35.2** The name and address of the Agent's client money protection scheme is Safe Agent Cheltenham Office Park, Hatherley Ln, Cheltenham GL51 6SH.
- 35.3** A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

36. Complaints and Redress

- 36.1** In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.
- 36.2** The name of the Agent's redress scheme is The Property Redress Scheme.
- 36.3** A copy of the Agent's complaints handling procedure may be obtained on request.

37. Jurisdiction

- 37.1** These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

38. Nature of Agreement

- 38.1** The contract between the Landlord and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 38.2** These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 38.3** Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 38.4** No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 38.5** If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

39. Notices and Service

39.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:

39.1.1 delivering it by hand;

39.1.2 sending it by pre-paid registered first class post; or

39.1.3 sending it by e-mail, telex, cable, facsimile transmission or comparable means of communication;

to the other party at the address given in clause 39.4.

39.2 Any notice or information given by post in the manner provided by clause 39.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

39.3 Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in clause 39.1.2 to the other party at the address given in clause 39.4 within 24 hours after transmission.

39.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

40. Relationship of the Parties

40.1 Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Landlord and the Agent.

41. VAT

41.1 These Terms and Conditions and Appointment Form detail the Agent's fees inclusive of VAT and exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Landlord will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Landlord of the change.

