



# LETTING/MANAGEMENT TERMS & CONDITIONS

## 1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 We are Coombe Residential Limited, a company in England and Wales. Our company registration number is 04496526 and our registered office is at 259 Coombe Lane, Wimbledon, London, SW20 0RH. Our VAT registration number is 493 7110 39.

1.2 If you have any questions or complaints about the Services, please contact us.

1.3 You can contact us by telephoning our customer service team at 020 8947 9393, by writing to us at 259 Coombe Lane, Wimbledon, London, SW20 0RH or by sending an email to [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com).

1.4 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in the Particulars.

## 2. INTERPRETATION

In these Terms and Conditions:

2.1 Unless the context requires otherwise, words and expressions defined in the Particulars shall have the same meanings, and the following words and expressions shall have the following meanings:

**Agreement:** the Agreement between you and us relating to the Services, comprising these Terms and Conditions and the Particulars.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:** the fees and charges payable by the Property Owner for the performance of the Services, as more particularly described in the Particulars and in clause 6.2.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation, any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy.

**Expense Limits:** the limits of expenditure which the Letting Agent may incur without the Property Owner's authority, as specified in the Particulars.

**Payment Terms:** the frequency with which the Letting Agent shall invoice, and the Property Owner shall pay for, the Services, as specified in the Particulars.

**Relevant Requirements:** all applicable laws, statutes, regulations relating to laws and regulations relating to its activities under this Agreement, as they may change from time to time including but not limited to those relating to consumer protection, equality and anti-discrimination, anti-bribery and anti-corruption.

**Start Date:** the day on which we are to start providing the Services, as set out in the Particulars.

**Term:** the period commencing on the date of this Agreement and continuing, unless terminated earlier in accordance with clause 11, unless and until either party gives to the other not less than 28 days' written notice to terminate, such notice not to expire earlier than the end of the Minimum Term.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

2.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that statute or statutory provision.

2.4 A reference to writing or written includes fax and, except in clause 12, e-mail.

2.5 An individual is associated with another individual if he is a business associate; spouse, former spouse or reputed spouse; civil partner, former civil partner or reputed civil partner; or brother, sister, uncle, aunt, nephew, niece, lineal ancestor or linear descendant (and for this purpose a relationship shall be established as if an illegitimate child or step-child of a person were the legitimate child of the relationship in question); of that other individual, or of a business associate of that other individual.

2.6 A body corporate is an associate of another body corporate if the same person is a controller of both, or a person is a controller of one and persons who are his associates, or he and persons who are his associates, are controllers of the other, or a group of two or more persons is a controller of each company, and the groups either consist of the same persons or could be regarded as consisting of the same persons by treating (in one or more cases) a member of either group as replaced by a person of whom he is an associate.

2.7 An unincorporated association is an associate of another unincorporated association if any person is an officer of both associations, has the management or control of the activities of both associations, or is an officer of one association and has the management or control of the activities of the other association.

2.8 A partnership is an associate of another partnership if any person is a member of both partnerships, a person who is a member of one partnership is an associate of a member of the other partnership, or a member of one partnership has an associate who is also an associate of a member of the other partnership.

2.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.10 References to clauses are to the clauses of these Terms and Conditions.

### **3. THESE TERMS**

3.1 These are the Terms and Conditions on which we will supply the Services to you. Please read them (and the notes at the end) carefully before you instruct us to manage the Property for you. They tell you who we are, how we will provide the Services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms and Conditions, please contact us to discuss.

3.2 Our agreement to provide the Services to you will be made when we sign and send you a copy of the Particulars. At this point, a legally binding contract will come into existence between you and us.

3.3 If you wish to make a change to the Services, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Charges, their timing or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.

3.4 We may change the Services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Services. If we wish to make more substantial changes which will affect your use of the Services, we will notify you and you may then contact us before the changes take effect to end the Agreement and receive a full refund of any sums you have paid for Services to be performed after the date of the change.

#### 4. APPOINTMENT

4.1 You appoint us as your exclusive agent to supply the Services from the Start Date until either you end the Agreement as described in clause 11.1 or 11.7 or we end the contract as described in clause 11.8.

4.2 You will not instruct any other agent to provide any services which are the same as or similar to the Services during the Term.

4.3 You agree that we may appoint sub-agents to assist us with the performance of our obligations under this Agreement at our own expense. We will be liable in law for the actions of our sub-agents and will accept responsibility for any failure to comply with the terms of this Agreement.

4.4 Nothing in this Agreement shall prevent us from performing for any other person, firm or company services which are the same as or similar to those which we are performing for you under this Agreement.

4.5 We may in addition, directly or through associates or connected persons, offer, provide, or arrange the provision of, surveying, property valuation, financial, investment, credit broking, insurance, conveyancing, letting & property management, or other associated financial and/or professional services, for which we or such associates will be entitled to receive remuneration in accordance with the terms of separate agreements. In these circumstances, any fee earned will be declared. We will advise you in writing as soon as reasonably possible after we find out that a tenant, who has made an offer, has applied to use any service provided by an associate or connected person of ours in connection with the letting and/or management of a property.

4.6 If we are unable to provide the Services to you, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the Services.

4.7 If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but, if there is a risk of substantial delay, you may contact us to end the Agreement and receive a refund for any services you have paid for but not received.

4.8 If you do not allow us access to the Property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.8 will apply.

4.9 We will need certain information from you so that we can provide the Services to you. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the Agreement (see clause 11.8) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.10 We may have to suspend the Services to:

(a) deal with technical problems or make minor technical changes;

(b) update the Services to reflect changes in relevant laws and regulatory requirements; make changes to the Services as requested by you or notified by us to you (see clause 3.4).

4.11 We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we have to suspend the Services, we will adjust the Charges so that you do not pay for Services while they are suspended. You may contact us

to end the Agreement if we suspend the Services, or tell you we are going to suspend them, for a period of more than four consecutive weeks, and we will refund any sums you have paid in advance for Services not provided to you.

4.12 If you do not pay us for the Services when you are supposed to (see clause 7.2) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend performance of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 7.8). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 7.7).

4.13 If one of our employees or associates (or an associate of one of our employees) is intending to rent the Property, we will give all the relevant facts in writing before negotiations begin, and that employee or an associate will take no further direct part in the letting of the Property on our behalf.

4.14 Unless the Particulars specify details of such an interest, we warrant that neither we nor any of our nominees, employees or directors, nor any other person who is entitled to exercise or control the exercise of ten per cent or more of the voting power at any general meeting of our company, nor any spouse, parent, child, brother or sister of the employee or director signing this Agreement on our behalf, has any pecuniary or other beneficial interest in the Property on the date of this Agreement and we agree to disclose to you in writing details of any such interest which arises during the Term as soon as is practicable.

4.15 For the purposes of clause 4.14, having a pecuniary or other beneficial interest includes being a member of a company or of any other body which has a pecuniary or other beneficial interest in respect of the Property, being in partnership with or in the employment of a person who has a pecuniary or other beneficial interest in respect of the Property and being a party to any arrangement or agreement (whether enforceable or not) concerning the Property.

## **5. YOUR OBLIGATIONS**

5.1 You warrant and confirm that:

- (a) you are the beneficial owner of the Property, or have all necessary authority, power and capacity to enter into this Agreement;
- (b) our appointment under this Agreement does not breach any of the terms of any agreement you have with any other person, firm or company;
- (c) the Property is in good and habitable condition, all smoke alarms are fully functional and fitted with new batteries, and both the Property itself and all beds, sofas and other soft furnishings therein conform to all Relevant Requirements in force at the Start Date;

and you agree to indemnify us against any loss or damage we suffer or incur in consequence of any claim alleging a breach of any of the above warranties.

5.2 Without limiting the generality of clause 5.1(c), you must be aware that the letting of property is closely regulated with respect to consumer safety and, in particular, is subject to laws and regulations regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the type of any furniture and soft furnishings provided. You must ensure that the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988, the Gas Safety (Installation and Use) Regulations 1994, the Electrical Equipment (Safety) Regulations 1995, the General Product Safety Regulations 1997, the Plugs and Sockets (Safety) Regulations 1997, the Gas Cooking Appliances (Safety) Regulations 1998, and with any other Relevant Requirements coming into force during the term.

5.3 You must:

- (a) obtain any necessary consent for the letting of the Property from any mortgagee or charge, freeholder or superior landlord of the Property;
- (b) co-operate us in all matters relating to the Services;

(c) act in good faith towards us at all material times to ensure that we receive the payments to which we are entitled under this Agreement;

(d) provide us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Property as we or they reasonably require;

(e) provide, in a timely manner, such information and instructions as we may reasonably require to carry out our duties, and ensure that it is accurate and complete in all material respects;

(f) make us aware of any ongoing maintenance problems prior to entering into this Agreement and to update us accordingly of any developments with regards to the problem until this Agreement is terminated in accordance with clause 11;

(g) where the Services do not include management services, provide contact numbers to ensure the tenants can easily contact you should any maintenance problems occur. (Please note that we do not manage the property between the tenancies)

(h) ensure that the buildings and contents at the Property are adequately insured and that the insurance company is notified that the Property is available for letting and when it is occupied;

(i) confirm any instructions regarding termination, proceedings, major repairs, payment details or other significant details regarding the letting to us in writing; and

(j) indemnify us against any costs, claims, expenses or liabilities incurred or imposed on us which we incur on your behalf in performing the Services.

5.4 For properties in the United Kingdom, excluding Scotland, you may be required to provide an Energy Performance Certificate, compiled in accordance with the Relevant Requirements, or to satisfy us that such a certificate has been commissioned, before we can begin marketing the Property in accordance with this Agreement. At your request, we may arrange for one of our appointed EPC providers to provide the EPC at your expense, in which event you may not use the EPC for any purpose outside of this Agreement or before you have paid for it in full. To the fullest extent permitted by law, we exclude all liability for the use of any EPC provided or any of the information contained within it for any other purpose other than for which it is expressly provided, and we assume no responsibility and shall not be liable for any damages, losses, injuries or claims or any direct, indirect, incidental, consequential damages of any kind howsoever arising (including, but not limited to, as a result of our negligence) in connection with the use or the reliance of any information or material contained in or referred to in the EPC.

5.5 In order to meet the requirements of the Town & County Planning Regulations, which permit the display of only one To Let board, you must not authorise or permit the erection of any other To Let boards at the Property while our board (or the board of any of our sub-agents) is displayed.

5.6 If performance of our obligations under the Agreement is prevented or delayed by any act or omission on the part of yourself, your agents, subcontractors, consultants or employees, we will:

(a) not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay;

(b) be entitled to payment of the Charges despite any such prevention or delay; and

(c) be entitled to recover any additional costs, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.

5.7 Where "the Property Owner" comprises more than one person, each of you is individually responsible for the performance of all your obligations.

## 6. OUR OBLIGATIONS

### 6.1 General

In supplying the Services, we will:

- (a) perform the Services with reasonable care and skill;
- (b) comply with all applicable laws, statutes, regulations from time to time in force, provided that we shall not be liable under the Agreement if, as a result of such compliance, we are in breach of any of our obligations under the Agreement;
- (c) act faithfully and diligently and not allow our interests to conflict with our duties under this Agreement; and
- (d) respond promptly and appropriately in the circumstances to reasonable communications from you or any other authorised or appropriate third party, particularly where these relate to statutory repairing or maintenance obligations or safety regulations.

### 6.2 Marketing the Property

Subject to clauses 5.4 and 10.3, we will:

- (a) advise you as to the likely rental income;
- (b) use our reasonable endeavours to introduce prospective tenants for the Property;
- (c) interview prospective tenants and take up references, including bank or employer references or previous landlord and character references and, where necessary, request additional security by means of a guarantor;
- (d) inform you in writing as soon as is reasonably practicable about formal offers received on the Property up to the point where tenancy agreements are signed unless you have instructed us otherwise or the offer is of an amount or type that you have previously indicated is unacceptable;
- (e) where an offer is accepted in principle (albeit still subject to references), confirm the details to you as soon as practicable and ideally in writing;
- (f) take a deposit from the tenant to be held by us as stakeholders until the end of the tenancy (See notes at end);
- (g) liaise with your mortgages where necessary with regard to references and the Tenancy Agreement.
- (h) if the Particulars indicate that we may conduct viewings:
  - (i) record any viewings that have been arranged for the Property, and any feedback from those viewings, and pass this to you within an agreed timescale; and
  - (ii) before arranging any viewing, inform the prospective tenant if we are aware you have already accepted an offer, subject to contract.
- (i) if the Particulars indicate that we will hold a key to the Property:
  - (i) accompany any prospective tenant, surveyor, builder or other person we permit to enter the Property, and not give a key to the Property to any such person without your prior agreement;
  - (ii) ensure that all keys we hold are coded and kept secure;
  - (iii) maintain records of when we issue keys and to whom, and when they are returned, and keep those records secure and separate from the actual keys;
  - (iv) only give keys to people providing us with satisfactory identification; and
  - (v) exercise reasonable diligence to ensure that, after we visit the Property, it is left secure.
- (j) if the Particulars indicate that we may erect a To Let board at the Property to assist in the marketing of the Property, we will ensure that any board so erected by us complies with the Town and Country Planning (Control of Advertisements) Regulations 1987, as amended,

and we will accept liability for any claim alleging that the board does not comply with these Regulations, unless such non-compliance is the result of a further board being erected by another agent or third party.

### 6.3 Lettings

We will:

(a) prepare, and sign on your behalf, an appropriate written tenancy agreement as recommended by The Association of Residential Letting Agents (ARLA) that includes any agreed or specially negotiated clauses or terms particular to the Property or the circumstances of the parties to the letting, including prescribed information in accordance with the Housing Act 1988 and 2004 and provision for unresolved disputes about deposits to be referred to an independent dispute resolution scheme. If you or your advisors or mortgagees require us to amend the agreement or to enter into further work or correspondence, a further fee for this work may be requested;

(b) unless you have instructed us to the contrary, prepare at the start of a tenancy an inventory and/or Schedule of Condition, which is sufficiently detailed and up to date to allow it to be used as a fair measure at the end of the tenancy. The standard inventory includes a full schedule of condition of ceilings, walls, doors & fittings, etc. and includes all removable items in the Property (except those of negligible value) plus carpets, curtains, mirrors, sanitary ware and other articles that, in our opinion, need regular checking. You should not leave any articles of exceptional value in the Property without prior arrangement with us. The charge for compiling the inventory depends on the size of the inventory. If you require, photography can be prepared for an additional charge;

(c) arrange for a tenant to be checked-in to the Property or, where this is not practicable, provide the inventory and/or Schedule of Condition to the tenant promptly and advise the tenant of the need formally to raise in writing any notable discrepancies, deficiencies or differences identified, within a specified period of time;

(d) wherever possible, take meter readings at each change of occupation in the Property and inform the utility companies of change of occupation. (Please note that, in many cases, the service companies require the new occupiers formally to request and authorize the service, and it is not possible for us to do this on their behalf. You should also take care to inform all relevant parties, such as banks, clubs and societies, of your forwarding address, as tenants cannot always be relied upon to forward mail);

(e) use legally acceptable methods to obtain prompt rental payments from tenants in accordance with their tenancy agreements and, when received, transfer those monies to you promptly (normally within 15 days of collection) less any fees or expenses due or incurred for the period. Payments will be made directly to your bank account, unless prior arrangements have been agreed, together with a detailed rent statement;

(f) notify you in a timely manner of rent that has become appreciably overdue and take suitable steps to notify rental warranty insurers (if appropriate) as necessary;

(g) draw your attention to any build up of serious rental arrears, seek appropriate instructions from you or your professional advisers, and co-operate with those professional advisers. If we are unable to contact you, we are authorised to instruct a solicitor to act on your behalf and at your expense.

### 6.4 Management

If the Services include management services, we will:

(a) manage the Property in accordance with Relevant Requirements, the relevant tenancy agreement, and the terms of this Agreement. It is accepted that there will be times when we will have to act as "an agent of necessity";

(b) respond promptly and appropriately in the circumstances to reasonable communications from you and from tenants or other authorised or appropriate third parties, particularly where these relate to statutory repairing or maintenance obligations or safety regulations;



- (c) arrange for the annual inspection and service of the central heating and any gas appliances as required by law to be carried out on your behalf and at your expense, expense and administer the necessary inspection and maintenance records;
- (d) visit the Property after the third month of the tenancy, and at six-monthly intervals thereafter, or sooner if requested. (You should be aware that such visits are of limited scope, are of a generally superficial nature and are neither an inventory check nor a survey. The purpose is to check the general condition of the Property and verify that it is being used in a 'tenant-like' manner. This normally includes inspecting the main items (carpets, walls, cooker, main living area and gardens) but not checking every item of the inventory);
- (e) keep records of when, or if any, routine visits are carried out during a tenancy, record any significant findings and bring such findings, including any corrective actions suggested or required, to your attention);
- (f) arrange any miscellaneous maintenance work that needs to be carried out on the Property without your prior approval, provided the cost of any single item or repair does not exceed the Expense Limit. (It is agreed that in an emergency or for reasons of contractual necessity, we may exceed the Expense Limit where, despite making reasonable endeavours to do so, we have been unable to contact you);
- (g) endeavour to select, appoint and use competent contractors to carry out work on your behalf, or to provide advice to you, at a reasonable price, and take reasonable steps to ensure they hold relevant professional indemnity and public liability insurance and possess suitable experience or applicable professional or trade qualifications where required. (Please note that we are unable personally to guarantee the standard of workmanship or accept any liability arising out of it, but you are free to pursue claims for substandard work against contractors appointed on your behalf);
- (h) when determining the standard of repair or general maintenance required on your behalf, consider the age, character and prospective life of the Property or the relevant part, and the locality in which it is situated;
- (i) require initial contractors' quotes or estimates and subsequent invoices, submitted to us to provide a sufficiently detailed breakdown to clarify what work is needed to be, or has been, carried out in which areas of the Property and at what cost;
- (j) keep suitable records of repairs and maintenance carried out on your behalf and ensure that instructions to contractors or suppliers indicate both any urgency required in carrying out jobs and, within reason, the scope or scale of the works needed;
- (k) pay contractors' charges and, where requested, insurance premiums, out of rents collected;
- (l) keep records of when visits are carried out, record any significant findings and be diligent in bringing such findings to your attention, including any corrective actions suggested or required;
- (m) accompany any contractor or other person whom we permit to enter the Property, and not give a key to the Property to any such person without your prior agreement;
- (n) communicate promptly to you on any important issues or obligations relating to the use and occupation of the Property, including significant breaches of the tenancy agreement of which we become aware;
- (o) have in place a system to ascertain, at an appropriate time, the tenant's wishes and your instructions with regard to any extension and/or termination of the tenancy. Where the tenancy is renewed or extended to the same tenant (or any person associated with the tenant) originally introduced by us, commission will be charged at the same rate as in the initial term. We will prepare the renewal agreement for the extended tenancy.

## 6.5 Termination of a Tenancy

- (a) Upon receipt of appropriate instructions from you, we will take steps to serve a notice in accordance with all relevant legislation in writing upon a tenant to terminate the tenancy; either in line with your instructions or at the earliest time the law allows taking account of your requirements.
- (b) We will inform you, promptly and in writing, of the receipt of lawful notice from a tenant.
- (c) Where a tenant does not vacate the Property on the due date, we will take steps to ascertain the tenant's intentions and advise you as soon as practicable. Where appropriate, we will take steps to notify any legal protection or expenses insurer and co-operate fully and promptly with your legal advisers.
- (d) If the Services include management services then, unless you have instructed us to the contrary:
  - (i) we will arrange for, or carry out, a thorough final check-out as soon as is reasonably practicable after the tenant vacates and at the lawful end of the tenancy and prepare a sufficiently detailed report or summary with specific reference back to the inventory and Schedule of Condition prepared prior to the tenancy. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should you require it. Any damages would normally be submitted to you, together with any recommended deductions or replacement values. It is agreed that our judgment in this matter will be final. Subject to agreement, claims of £3,000 or less may be referred to arbitration with ARLA, any costs being shared between you and the tenant, or as directed by the Arbitrators; and
  - (ii) When the final check-out has been completed and the parties have agreed there are no intended deductions or any dispute, we will refund the full deposit to the ex-tenant(s) or, in the case of Assured Shorthold Tenancies, instruct your deposit holder to do so, within a maximum of ten Business Days.
- (e) Wherever possible, once proposed deductions have initially been raised with the parties, we will pay over to each relevant party any amount of the deposit that is not subject to a dispute, as soon as administratively practicable, and we will ensure that the parties to a disputed tenancy are advised of the time scales and procedures for progressing a dispute.
- (f) We will co-operate and comply fully and promptly with any investigation and the result of any independent, alternative deposit dispute resolution service, such as a Tenancy Deposit Protection Scheme, invoked by the parties.

## 7. CHARGES AND PAYMENT

7.1 The Charges will be the amount set out in the Particulars unless we have agreed another amount in writing. We take all reasonable care to ensure that the Charges are correct. However please see clause 7.6 for what happens if we discover an error in the Charges.

7.2 The Charges based on gross rents due are payable on a monthly basis. We will invoice you at the end of each month, and will deduct the Charges from the rents collected. If the rents collected in any month are insufficient to cover the Charges in full, you must pay the balance within 30 calendar days after the date of the invoice. We accept payment by [METHODS].

7.3 The Tenancy Agreement fee will be payable on the date each tenancy commences and on each date the tenancy is renewed. Other Charges may become payable as described in the Particulars.

7.4 In addition, you will reimburse us for all expenses we incur on your behalf in engaging contractors to carry out work on your behalf but, except in case of emergency or, in non-urgent cases, for reasons of contractual necessity where we have made reasonable endeavours to contact you, we will not incur any such expenses in excess of the Expense Limits without your prior written agreement (such agreement not to be unreasonably withheld or delayed).

7.5 The Particulars indicate whether the Charges are inclusive or exclusive of value added tax or other applicable sales tax and, if they are exclusive, the amount of the tax will be added to the sum in question. If the Charges are inclusive of value added tax or other applicable sales tax and the rate of the tax changes between the date of the Agreement and the date we provide the Services, we will adjust the rate that you pay, unless you have already paid for the Services in full before the change takes effect.

7.6 It is always possible that, despite our best efforts, some of the Charges may be incorrect. We will normally check Charges before agreeing to your request that we provide the Services so that, where the correct Charges at that date are less than our stated Charges, we will charge the lower amount. If the correct Charges at the date of your request are higher than the Charges stated in the Particulars, we will contact you for your instructions before we agree to your request. If we accept and process your request where an error in the Charges is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Agreement, refund you any Charges you have paid and not perform the Services.

7.7 If you do not make any payment to us by the due date (see clause 7.2) we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.8 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7.9 Subject to clause 6.4(f), we will be entitled to invoice you for any expenses we incur in connection with the performance of the Services immediately on such expenses being incurred, and you must reimburse us such expenses immediately on receipt of our invoice.

7.10 All Charges shall be payable to us in pounds sterling, and shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where you are required by law to deduct withholding tax from sums payable to us. If you are required by law to deduct withholding tax, then we shall co-operate with each other in all respects and take all reasonable steps necessary to:

- (a) lawfully avoid making any such deductions; or
- (b) enable us to obtain a tax credit in respect of the amount withheld.

7.11 Termination of this Agreement, howsoever arising, shall not affect the continuation in force of this clause 7 and your obligation to make any payment to us in accordance with it.

## **8. CONFIDENTIALITY**

8.1 Each of us undertakes that we shall not at any time during the Term, and for a period of five years after its termination or expiry, disclose to any person any confidential information concerning the business or affairs of the other (or of any member of the group of companies to which the other belongs), except as permitted by clause 8.2.

8.2 Each of us may disclose the other's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out our respective obligations under this Agreement. Each of us will procure that our respective employees, officers, representatives or advisers to whom we disclose the other's confidential information comply with this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. (Please note that we are required by law to disclose your name and address to tenants within 21 days of receiving a formal written request to do so).

8.3 Neither of us may use the other's confidential information for any purpose other than to perform our respective obligations under this Agreement.

8.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by either of us from the other shall be returned promptly to that other party on termination of this Agreement, and no copies shall be kept, whether digitally or otherwise.

## 9. DATA PROTECTION

9.1 We will only use your personal information as set out in our Privacy Policy.

9.2 We will use the personal information you provide to us to:

(a) provide the Services;

(b) process your payment for such Services; and

(c) if you agreed to this during the sign-up, to inform you about similar Services that we provide, but you may stop receiving these communications at any time by contacting us.

9.3 Where we extend credit to you for the Services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

9.4 We will only give your personal information to other third parties where the law either requires or allows us to do so.

## 10. LIMITATION OF LIABILITY

10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 We are not responsible for non-payment of rent, or any associated legal costs incurred in their collection, or for any other default by tenants. We recommend that you insure against these eventualities.

10.3 You acknowledge and accept that third party website portals are not controlled by us and are subject to change, and we do not provide any warranties concerning their performance or availability or warrant that the Property will remain listed on any particular third party portal at any particular time or times or for any particular period.

10.4 We will make good any damage to your Property caused by us while we are providing Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover while providing the Services.

10.5 We have obtained insurance cover in respect of its own legal liability for individual claims not exceeding £500,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

10.6 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services, including the right to receive services which are as described and supplied with reasonable skill and care.

10.7 Subject to clause 10.6:

(a) we accept no responsibility for any To Let board being lost or stolen, or for any loss or damage or loss caused by the To Let board;

(b) our total liability to you in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement occurring within any calendar year commencing on the Start Date or any anniversary thereof shall not exceed £500,000.

10.8 We only supply the Services to Landlords who are letting their own residential properties. If you use the Property for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.9 Whilst we endeavour to select competent tradesmen at a reasonable price, we are unable to guarantee personally the standard of workmanship or to accept any liability for any defects therein. You retain the right to pursue any claim against appointed tradesman for sub-standard work. It is advisable for you to carry out an annual inspection and service for the central heating and any gas appliances.

## 11. ENDING THE AGREEMENT

11.1 If you signed up for the Services online you have a legal right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to change your mind within 14 days and receive a refund.

11.2 You do not have a right to change your mind if the Particulars indicate that we are to commence marketing the Property within the 14 day period.

11.3 To end the Agreement with us, please let us know by doing one of the following:

(a) Phone or email. Call our customer service team at 020 8947 9393 or send an email to [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com). Please provide your name, home address, the address of the Property and, where available, your phone number and email address.

(b) Online. Complete the cancellation form on our website.

(c) By post. Print off the cancellation form and post it to us at 259 Coombe Lane, Wimbledon, London, SW20 0RH, or simply write to us at that address, including details of your name, home address, the address of the Property and, where available, your phone number and email address.

11.4 If you end the Agreement when you have the legal right to change your mind, we will refund you the Charges you paid for the Services by the method you used for payment. However, we may deduct from any refund an amount for the supply of the Services for the period for which they were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full Term of the Agreement.

11.5 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

11.6 If you are ending the Agreement because:

(a) we have told you about an upcoming change to the Services or these terms to which you do not agree (see clause 3.4);

(b) we have told you about an error in the Charges or description of the Services you have ordered and you do not wish to proceed;

(c) there is a risk the Services may be significantly delayed because of events outside our control;

(d) we suspend the Services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than four weeks; or

(e) you have a legal right to end the Agreement because of something we have done wrong;

the Agreement will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided.

11.7 Even if you do not have a legal right to change your mind, and you are not ending the Agreement for one of the reasons set out in clause 11.6, you can still end the Agreement before we have finished providing the Services and you have paid for them, but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the Agreement. If you want to end the Agreement in these circumstances, just contact us to let us know. The Agreement will not end until 28 days after the day on which you contact us or, if later, at the end of the Minimum Term. We will refund any advance payment you have made for Services which will not be provided to you after the date the Agreement ends.

11.8 We may end the Agreement at any time by writing to you if you do not:

(a) make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) within a reasonable time of us asking for it:

(i) provide us with information that is necessary for us to provide the Services; or

(ii) give us access to the Property to enable us to provide the Services to you.

11.9 If we end the Agreement in the situations set out in clause 11.8, we will refund any Charges you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Agreement.

11.10 We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 28 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided. This will not affect our right to payment of any Charges which may become due under clause 7 but, if no such Charges have become due, in these circumstances we will not charge you for any expenses we have incurred before we ended the Agreement.

## 12. NOTICES

12.1 Any notice or other communication given to either of us under or in connection with this Agreement shall be in writing, addressed to it at its registered office or to such other address as he or it may have specified to the other in writing in accordance with this clause 12.

12.2 Any such notice or other communication shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, fax or email, and shall be deemed to have been received:

(a) if delivered personally, when left at the address referred to in clause 12.1;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

(d) if sent by fax or email, one Business Day after transmission.

12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 13. OTHER IMPORTANT TERMS

13.1 The copyright in all particulars, brochures, photographs and other promotional materials prepared by us or at our direction belongs to us and may not be used or reproduced by you or by any other agent instructed by you without our prior written agreement.

13.2 We may transfer our rights and obligations under the Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

13.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.4 The Agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the agreement of any other person in order to end the Agreement or make any changes to these terms.

13.5 Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

13.6 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

13.7 These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

### 14. ALTERNATIVE DISPUTE RESOLUTION

14.1 We are a member of The Property Ombudsman and subscribe to its Code of Practice, copies of which are available on request.

14.2 We will always seek to deliver the best possible service but, if you have any cause for complaint, this should be raised with us as soon as possible so it can be resolved quickly and efficiently.

14.3 In accordance with The Property Ombudsman guidelines, our Complaints Procedure is as follows:

(a) Step 1 – Raise with your dedicated agent

In the first instance, please speak to your main contact at our company to try to resolve the issue;

(b) Step 2 – Escalate to the Departmental Manager

Should your main contact at our company be unable to resolve your complaint, he will refer it to his Supervisor;

(c) Step 3 – Refer to the Property Owner Services Department

If the Supervisor Manager does not resolve the complaint, please put it in writing to our Customer Services Department at 259 Coombe Lane, Wimbledon, London, SW20 0RH or send an email to [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com). Your complaint will be acknowledged within three Business Days of receipt, and a senior member of staff, or designated complaint handler, not directly involved in the transaction will investigate the complaint. Following the conclusion of his investigation, we will send you a written statement of our final view, and include any offer made. We aim to provide a formal written outcome of our investigation



into your complaint within fifteen Business Days of receipt of the original complaint. In exceptional cases, where the timescale needs to be extended beyond this limit, we will keep you fully informed and provide an explanation.

**(d) Step 4 – The Property Ombudsman**

If our Customer Services Department does not resolve the complaint, you have the right to take it to The Property Ombudsman at Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP (Telephone: 01722 333306. Fax: 01722 332 296) within 12 months of receiving the written statement of our final view. More information regarding The Property Ombudsman scheme can be found by visiting [www.tpos.co.uk](http://www.tpos.co.uk).

**PLEASE NOTE**

1. Under the Money Laundering Regulations 2017, we are obliged by law to perform extensive electronic identification checks on vendors and buyers, these will include an anti-money laundering search, full sanction check, and Politically Exposed Person (PEP) screening. We will need to have sight of a photo ID (e.g. current passport or driving licence) which will be retained on file and used to perform these additional electronic checks, and should be submitted with the signed Terms and Conditions contract.
2. Where the net present value ("NPV") of the cumulative rent payable over the life of a tenancy exceeds a certain threshold (currently £125,000), the Tenancy Agreement will be subject to stamp duty land tax at the rate of 1% on the amount by which the NPV exceeds the threshold.
3. Payment of Council tax will normally be the responsibility of the tenants in the Property, but you should be aware that you will be liable to pay the council tax when the Property is empty, let as holiday accommodation, or let as a house in multiple occupation.
4. An administration fee is generally taken from a tenant applying to rent a property. The purpose of the administration fee is to verify the tenant's serious intent to proceed, and to protect us 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 administration fee does not protect you against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable, although we would advise you not to accept rent until satisfactory references have been received. This fee must be treated as clients' money except insofar as it is used to meet the costs of referencing and other reasonable administration charges. You should notify us if you wish a larger security fee or deposit to be carried to protect loss of rents, or insurance undertaken.
5. Upon signing the tenancy agreement, we will take a security deposit from the tenant in addition to any rents due. The purpose of the security deposit is to protect you against loss of rent or damage to the Property during the tenancy itself. We hold these deposits as stakeholder in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy.
6. Advance payments of rent taken as a holding deposit to secure a tenancy cannot be treated as a substitute for a tenancy deposit to safeguard you against breakages and damages during the period of the tenancy and must not be retained for use other than as advance payment of rent.
7. Deposits taken for any Assured Shorthold Tenancy or 'replacement' tenancy must be protected by a recognised Tenancy Deposit Protection Scheme duly authorised under the Housing Act 2004 within the time scales and otherwise in accordance with the relevant scheme rules, including the serving of prescribed information. The scheme has been put in place in order to protect both landlords and tenants in the event that a dispute over the deposit arises and cannot be agreed amicably at the end of the tenancy.
8. Deposits belong to the tenant and any charges due from you under the deposit protection scheme must be dealt with as a separate issue and not deducted from the tenant's deposit. We will still hold the deposit but, in the event of any problems, we will forward the deposit and any paperwork to the scheme for resolution. We do not charge you or the tenant for this service.



9. If you decline to grant a tenancy other than because the tenant has failed referencing, the tenant's holding deposit must be refunded to the tenant in full and you may be liable for costs we have incurred in pursuing the references.

10. If you are a non-resident or overseas landlord, we may be obliged by law to deduct basic tax rate income tax from rents received on your behalf and pay this to the UK tax authorities. This may be avoided if you instruct an accountant to prepare and file UK tax returns on your behalf. At your request and expense, we can arrange for a suitably qualified accountant to be instructed. We reserve the right to make an additional charge for further work requested by you, your accountant or H M Revenue & Customs in connection with such tax liabilities. In many cases, landlords' tax liability is minimal when all allowable costs are deducted.

11. Responsibility for and management of empty property is not included, and will only be carried out by special arrangement.

## **NOTICE OF RIGHT TO CANCEL**

If you are a consumer and the Agreement was not signed at our premises (for example, if it was signed during a visit by us to your home, at your place of work or on-line), Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel the Agreement, without giving any reason, within 14 calendar days of signing.

To exercise the right to cancel, you must inform us of your decision to cancel the Agreement by sending a clear statement in writing to us at 259 Coombe Lane, Wimbledon, London, SW20 0RH, or by sending an email to [enquiries@coomberesidential.com](mailto:enquiries@coomberesidential.com) or by telephoning our Customer Services Department on 0208 947 9393. You may use the attached model cancellation form, but this is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Unless the Particulars specify otherwise, or you so instruct us in writing to begin marketing the Property before the cancellation period has expired, we will not begin marketing the Property until the cancellation period has expired.

Where you exercise your right to cancel the Agreement within the 14 day cooling-off period, and you have not instructed us to begin marketing the Property during the period, there will be no charges due and you will be entitled to a full refund of any payments already made.

Where you have instructed us to begin marketing the Property during the 14 day cooling-off period, if you cancel the Agreement you will still be required to pay us:

(a) for any reimbursable expenses we have incurred; and

(b) our full Charges if you enter into a tenancy agreement with any tenant we have introduced;

before we have received your notice of cancellation.