DRUCE
FROM PROPERTIES TO OPPORTUNITIES

www.druce.com

Terms and Conditions

Full Name(s) of Owner(s):	
Property Address: ('the Property')	
Correspondence Address:	
UK Service Address: (if different from Correspondence Address)	
Telephone / Mobile:	
Email:	

Your Bank Details:

Account Name:			
Account No:		Sort Code:	
Bank / Building Society:		Branch Address:	

I/We hereby appoint Druce to act as our Letting Agent for the following service(s):

Let Only: 10% + VAT (12% inc. VAT) ☐ Managed Let: 16% + VAT (19.2% inc. VAT) ☐ Short Let: 25% + VAT (30% inc. VAT) ☐

Weekly Rent:	£		
Availability Date:		Minimum Term:	

I/We confirm that:

- I am/We are the legal owner(s) of the above property.
- I/We have read and accept the terms and conditions set out overleaf and that no alterations to these terms and conditions will be accepted unless agreed and confirmed in writing by an Area Director or Managing Director of Druce.
- I/We instruct that upon receipt of all necessary signed documents and following the commencement of the Tenancy, that Druce will pay the net rental income direct to the account detailed above.
- Druce has made me aware of all of my legal obligations, including but not limited to, obtaining statutory certificates such as a Gas Safety Certificate (GSC), Electrical Installation Condition Report (EICR), Energy Performance Certificate (EPC) and I will ensure all furniture complies with current fire regulations.
- I/We have permission wherever necessary from any superior landlord and/or mortgage lender to let the property. I/We have notified my/our insurance company and/or managing agent of the intention to let the property and will maintain the buildings insurance throughout the tenancy.

For and on behalf of the Landlord(s)

SIGNED NAME DATE

SIGNED NAME DATE

arla | propertymark PROTECTED
The Property Ombudsman

1. DEFINITIONS

In these terms and conditions the following words mean:

1.1 "Druce"/"we"/"us"/"our" - the agent hereby instructed by you. Druce is a trading name of Druce & Co (International) Limited, Company Registration No. 123695288 whose registered office is at Montpelier House, 106 Brompton Road, London, SW3 1JJ.

1.2 "you"/"your" - the person(s) named overleaf and any successors in title being the owner(s) of the Property.

1.3 "Property" - the property referred to overleaf or any part of it including any garage, outbuildings, fixtures, fittings, appliances and items of furniture listed in the inventory, but excluding any common parts and excluded parts.

1.4. "Tenant" - any person or persons occupying the Property. If the Tenant is a company it shall include any subsidiary or parent company.

1.5 "Tenancy Agreement" - the Tenancy Agreement or Contract between you and your Tenant and any formal or informal continuation or extension.

1.6 "Rent" - any payment made by the Tenant or anyone on behalf of the Tenant pursuant to the Tenancy Agreement and for use of the Property.

1.7 "Fee" - the commission or fees for the services in this agreement.

2. OUR FEES

2.1 Our fee will be due if at any time a Tenant moves into the Property:

(a) who has been directly or indirectly introduced by us during the period of our agency agreement; or (b) with whom we have had negotiations about the Property during the said period.

2.2 Our fee is calculated as a percentage of the rent for the initial term and any extension or renewal of the Tenancy.

2.3 Our fee becomes due upon the signing of the Tenancy Agreement; Druce reserves the right to deduct the full value of the fee(s) from the initial and subsequent rental payment(s) made by the Tenant.

2.4 If you and your Tenant mutually agree to end the tenancy agreement early, outside of the terms of the Tenancy Agreement, then the remainder of all fees due up to the end date agreed in the contract are still owed and must be paid in full. However, if the early end of the Tenancy Agreement is due to your Tenant requesting to leave, we will on your behalf, seek to recover the lettings fees from your Tenant along with a proportion of the costs of re-letting.

2.5 If you agree to substitute one or more Tenants during the Tenancy, there is an administration fee of £240 inc. VAT per Tenant, unless all Tenants will be substituted at the same time, in which case our fee would be £396 inc. VAT, equivalent to the set up at the beginning of the Tenancy.

2.6 Should you decide to collect the rent directly from your Tenant we require one month's notice to change the service and advise your Tenant. As we would no longer be able to deduct the fee from the rent, all fees due up to the end date in the contract are payable immediately and lettings fees will remain due for any extension or renewal of the Tenancy.

2.7 Where more than one Tenant is introduced by us the fee will be payable for any period that any of the Tenants remain in the Property.

2.8 Where a Tenant introduced by us is replaced as a Tenant (whether or not under a formal Tenancy Agreement) the fee will remain payable to Druce for as long as the new Tenant continues to rent the Property.

2.9 If your Property is let for less than six months ('Short Let'), we will obtain identification from the Tenant and collect rent for the duration of the contract in advance. Our fee for this service is set out below.

2.10 If you decide to sell the Property, or change the ownership of the Property during the Tenancy, then all fees due up to the end date in the contract are payable immediately.

2.11 Throughout the duration of the Tenant's stay in the Property we reserve the right to alter our terms and conditions or administration charges by giving no less than three months' written notice.

2.12 If you do not sign this document but instruct us to proceed with marketing the Property or accept viewings at the Property then you will be bound by all of its terms.

2.13 We reserve the right to charge the contractor an administration fee for the services and insurance that we provide to them (further information available upon request).

2.14 Our fee for the initial term of the Tenancy will be:

- 10% + VAT (12% inc. VAT) for our Let Only service
- 16% + VAT (19.2% inc. VAT) for our Managed Let service
- 25% + VAT (30% inc. VAT) for our Short Let service

2.15 Our Let Only fee for the first two years of a Renewal period will be 9% + VAT (10.8% inc. VAT)

2.16 Our Let Only fee for any subsequent years (the Continuation period) will be 7% + VAT (8.4% inc. VAT)

3. OUR CHARGES

Prices quoted in this section include VAT.

3.1 There will be a setup fee of £396 for the preparation of our standard tenancy agreement, tenant referencing and the Right to Rent check.

3.2 There will also be a fee of £30 charged by the Tenancy Deposit Scheme (TDS) to register the deposit of your tenant and produce the tenancy deposit certificate. This fee may increase at the TDS's discretion.

3.3 If you instruct us to arrange an Energy Performance Certificate, Druce can instruct an approved contractor at a cost of £150.

3.4 If you instruct us to arrange an Electrical Installation Condition Report (EICR), Druce can instruct an approved contractor. Prices depend on the number of rooms.

3.5 If you instruct us to apply for a licence on your behalf, we will apply an administration fee to the cost of the licence. There will be a minimum fee of £600 depending on the licence required.

3.6 Where we arrange an inventory, check-in and check-out report, Druce will instruct an approved contractor. Prices are dependent on the number of rooms and level of furnishings.

3.7 We will arrange at your cost one set of keys for each Tenant and one set for us.

3.8 If you instruct us to arrange any repairs or general works to the Property of a value higher than £1,000 we will apply a project management and administration fee of 12% of the total cost of the work. All contractors are only instructed by us on your behalf.

3.9 If we are required to visit the Property, other than for scheduled visits, there will be a charge of £96 for up to one hour and £36 per hour thereafter (to include attending for deliveries, and/or meeting contractors).

3.10 We reserve the right to charge a contractor an administration fee for the services and insurance that we provide to them (further information available upon request).

3.11 A fee of £18 will be charged for every international bank transfer we are required to arrange.

3.12 There will be a renewal administration fee of £192 for an extension agreement to extend a tenancy, including a rent review.

3.13 There may also be a fee of £30 charged by the Tenancy Deposit Scheme (TDS) to re-register the deposit in the event the tenancy is renewed for a fixed term. This fee may increase at the TDS's discretion.

3.14 A minimum fee of £1,800 is applicable to every Long Let and Short Let Tenancy.

3.15 A complete schedule of our fees can be found on our website, or requested from an employee of Druce.

4. OUR SERVICES

4.1 We will comply with your obligation under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended, to check all Smoke Alarm and Carbon Monoxide Alarms in the Property on the first day of the tenancy.

4.2 The landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. Where Druce is responsible for the release of keys to the occupant(s) this responsibility is transferred to Druce. In such circumstances Druce will carry out the necessary checks to determine if all proposed occupants aged 18 and over have a Right to Rent, before commencement of a tenancy and before any renewal. Druce will report them to the Home Office as soon as reasonably practicable. The landlord is responsible for any legal steps to repossess the property where the occupant(s) cannot demonstrate a valid Right to Rent.

4.3 Both the landlord and Druce shall maintain a record of all Right to Rent documents and relevant expiry dates. Each party shall notify the other as soon as reasonably practicable in the event an occupant(s) cannot demonstrate valid leave to remain in the UK and has to be reported to the Home Office.

4.4 We reserve the right to instruct third parties to carry out Right to Rent checks on our behalf.

Let Only Service

4.5 Everything that is included above, plus:

4.6 We agree to visit the Property and recommend a weekly or monthly rental value, or such other period as shall be requested. Once approved by you, this sum ("the Rental Value") shall be used to calculate our fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value.

4.7 We agree to advertise and market the Property at the Rental Value.

4.8 We agree to accompany prospective tenants to the Property.

4.9 We agree to negotiate any offers from prospective tenants on your behalf subject to your prior authority.

4.10 We agree to notify you of the relevant details of suitable tenants, including any offers made in respect of the Property, subject to our obligations under GDPR. For the avoidance of doubt, we may be limited in the level of information that can be provided to you, however we will provide, at the very least, a general indication of the Tenant's suitability.

4.11 Where the initial term of the letting is for a period of less than six months, Druce will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Druce will obtain references on prospective tenants and may instruct a referencing agency on your behalf to carry out reference checks on the tenant and, where applicable, their guarantor.

4.12 You accept that we are not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of a credit reference report.

4.13 If you instruct us not to obtain a reference you accept that we cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the Tenant to pay rent on time, or at all, and breach any relevant insurance policy.

4.14 We agree to provide a standard form of tenancy agreement under an Assured Shorthold Tenancy or Tenancy Agreement, whichever is applicable. You accept that Druce is not responsible in any way for the legality or consequence of any additional or amended terms added by either you or the Tenant to the tenancy agreement, and you are advised to seek separate legal advice.

4.15 We agree to comply with any of your statutory obligations for service of documents at the start of the tenancy e.g. serving the How to Rent Guide on the Tenant, but you remain responsible for compliance with statutory obligations once the Tenancy has begun e.g. renewing the Gas Safety Certificate. We will advise you should we become aware of any (imminent) expiration of any legally-required certificates and/or licences.

4.16 Where the tenancy is an Assured Shorthold Tenancy and a cash deposit is taken, we agree to collect the tenancy deposit from the Tenant prior to the commencement of the Tenancy and register it with the TDS within 30 days of receiving it, likewise providing them with their contact details. We will hold the sum as stakeholder in our client account.. Failure on your part to provide such information that may be required to register the tenancy deposit within 30 days of the tenancy deposit being received by us shall result in us returning the tenancy deposit to the Tenant. We will within 30 days of receiving the tenancy deposit provide the Tenant with the Prescribed Information and such information as is a required to satisfy the requirements of Section 213 of the Housing Act 2004. For information about the deposit scheme, please visit www.tenancydepositscheme.com

4.17 Where the tenancy is not an Assured Shorthold Tenancy and a cash deposit is taken, we agree to collect the tenancy deposit from the Tenant prior to the commencement of the tenancy and hold the sum in our client account.

4.18 Any interest earned on the deposit will be retained by Druce.

4.19 We agree to arrange for an independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this agreement. You agree to bear the costs of this and accept that we cannot accept liability for errors or omissions on the part of the independent inventory clerk. If you instruct us not to obtain an Inventory and Schedule of Condition, then you accept that we cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for any damage to the Property, including and/or in excess of the amount held as a tenancy deposit.

4.20 We agree to carry out such 'Right to Rent' checks as are required to comply with the requirements of the Immigration Act 2014 or such other legislation as are in force prior to the commencement of any tenancy of the Property.

4.21 We will collect all rents payable from the Tenant in respect of the Property at the intervals at which such rent becomes due.

4.22 We agree to transfer the cleared rental payments less their fees and other recoverable expenses within 5 working days of receipt. We shall also provide you with a monthly statement of rents received ('the Statement') and, at your request, provide the Statement to your accountant or other authorised person.

4.23 We agree to use reasonable endeavours to contact the Tenant if the full rent due under the tenancy agreement is not received within 3 days of falling due.

4.24 We agree to notify you of any instances where rent or other sums due from the Tenant have been outstanding for more than 3 days, even if the payments have subsequently been received.

4.25 We will contact you three months before the end of the fixed term of the tenancy to enquire whether you intend to renew the tenancy or terminate. If you wish to terminate then we will be able to serve a notice to terminate the tenancy at the end of the fixed term, the fee for which is £100 + VAT (£120 inc. VAT). If you wish to renew the tenancy, then we will liaise with the Tenant to see if they wish to renew. If the Tenant wishes to renew then we will prepare a Renewal Agreement, the fee for which is £160 + VAT (£192 inc. VAT). This fee will be payable once the Renewal Agreement has been agreed by both parties and will be taken out of the first rental payment of the Renewal.

4.26 We agree to arrange for an inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the Tenant surrendering possession of the Property. You agree to bear the costs of this and accept that we cannot accept liability for errors or omissions on the part of the inventory clerk.

4.27 You accept that it is our responsibility to communicate with the Tenant at the end of the tenancy, if necessary, to explain the procedure for return of the tenancy deposit. We will only release the tenancy deposit if both you and the Tenant agree how much should be released; you must both specify how much (if any) is to be retained by you. We agree to release the tenancy deposit within 10 working days of receipt of written instructions from both you and the Tenant.

4.28 In the event a settlement cannot be reached, we will continue to hold the deposit for the duration of any claim that you or the Tenant may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.

4.29 If an agreement is not reached between you and the Tenant within 10 working days, the Tenant has the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. You are advised that whilst we can assist in this regard, if you do not respond in a timely manner then the tenancy deposit scheme may adjudicate solely upon the Tenant's evidence.

4.30 The Tenant may elect not to use their right to use the tenancy deposit scheme's adjudication process or may not have the right to use it. In these circumstances, if there is still a dispute, you must take steps to resolve the matter which may include issuing proceedings via the Court. You should take legal advice in this regard. If you do not take timely steps to genuinely resolve the matter then we reserve the right to return the tenancy deposit to the Tenant so that you may pursue the Tenant directly. You are advised that the Tenant will also have the ability to pursue you through the Courts for the return of the tenancy deposit.

4.31 If you elect to terminate this Agreement, you must register with one of the authorised tenancy deposit schemes and provide us with all of the information and documentation required to transfer the tenancy deposit to you or the nominated scheme. If you fail to do this then we shall return the tenancy deposit in full to the Tenant.

Managed Letting Service:

4.32 Everything that is included in the above service levels, plus:

4.33 We will continue to comply with any of your statutory obligations during the tenancy by notifying you of the need for inspections to be carried out. Where these inspections generate documents that must be served on the Tenant we will serve these within any relevant statutory time limit.

4.34 We agree to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.

4.35 You agree that we will retain from the initial rental payment £500, where the rent is paid monthly, or £1,000 where the rent is paid at any other interval ('the Fund'), which shall be held to create a repair fund. The Fund shall be replenished to the same level through deductions from subsequent rental payments if necessary. With your consent the Fund can be increased to a higher amount.

4.36 We endeavour to carry out one visit per year to the Property to inspect the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance. You may request that we make additional visits to the Property but agree that the cost of this shall be £80 + VAT (£96 inc. VAT) per visit borne by you as per the Landlord Fee Schedule. We shall provide you with an inspection report within 14 days of each visit.

4.37 We, if agreed with you, agree to pay outgoings in relation to the Property provided we hold sufficient funds in the Fund. The liability for such outgoings remains your responsibility and we will not accept any liability for late or missed payments.

4.38 We will notify you as soon as practicable of any occasion where we are unable to discharge any of your liability, or where we are unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario you must either arrange works yourself, or transfer sufficient funds to us so we can arrange on your behalf for works. Depending on the value and complexity of the work we reserve the right to charge additional fees for overseeing this work, the charges will be 12% inc. VAT if the value of works is over £1,000 as set out in the Landlord Fee Schedule. We retain the right to refuse instructions of such work at which point the responsibility for such work will revert to you.

4.39 You authorise us to instruct contractors to carry out general repairs and maintenance to the Property up to the value of the Fund. We are under no obligation to seek your prior approval to arrange such works. These works will be paid for from the Fund.

4.40 You authorise us to renew any mandatory certificates on your behalf which are within 4 weeks of expiry, even if you haven't given prior approval, using monies from either the Fund or next rental payment.

4.41 Except in the case of emergency, we shall seek authority from you before instructing contractors to carry out any works which will cost more than the Fund. Upon receipt of such instructions from you, we will instruct competent contractors to carry out the work. We reserve the right to request sufficient monies to pay for such works before we act on the instructions.

4.42 In an emergency we will have discretion to incur unauthorised works above the value of the Fund. This discretion will only be exercised where we have made an attempt to contact you on three separate occasions using no fewer than two methods of communication provided to us, and where failure to immediately remedy such works would cause you and/or Tenant far greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from you directly.

4.43 We, unless you specifically ask us not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by us and you agree to bear the cost of this as per the Landlord Fee Schedule. Works estimated to cost in excess of £10,000 (inclusive of VAT) will be chargeable by us at a higher rate and you agree to bear the cost of this as set out on the Landlord Fee Schedule.

4.44 We agree to show on the Statement all deductions of sums in respect of the Property.

4.45 We agree to negotiate between you and the Tenant in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. We will in the course of this accept all reasonable instructions from you but must also abide by a general doctrine of fairness in all cases. You agree to bear the cost of our time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Landlord Fee Schedule. You are referred to 'The Tenancy Deposit' section of this Agreement for more information.

4.46 We will not be responsible for the management of any areas that are not demised to the Property.

4.47 We will retain the Deposit as stakeholders under the Tenancy Agreement for all non-Assured Shorthold Tenancies and under the terms of the Tenancy Deposit Scheme for all Assured Shorthold Tenancies. Interest accrued from the Deposit, if any, will be retained by Druce.

4.48 We will deduct a float of £250 from the final rental payment to cover any expenditure incurred between the final rent date and the end of the Tenancy period. This will be returned to you once all outstanding invoices have been paid.

4.49 We will retain a float of £500 if the rent is paid six months in advance, or £1,000 when the rent is paid annually in advance. This is to cover any expenditure incurred prior to the next rental payment.

4.50 You may terminate our managed letting service by giving three months' written notice to us, such notice not to expire before the end of the first six months' provision of this service. You agree to pay all fees owed to us up to the date of termination, on or before the date of termination.

Short Let Service:

4.51 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

5. TERMINATION

5.1. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this Agreement will continue until it is ended in accordance with the clauses below.

5.2 Within 14 days of instructing us under the Terms you may change their mind and cancel the instruction. You do not have this power if you have arranged and signed the Terms in our office.

5.3 You may terminate this Agreement by giving three months' written notice to us. You agree to pay all fees owed to us up to the date of termination, on or before the date of termination.

5.4 We agree to prepare and serve on you within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to you.

5.5 Any fees payable as part of this Agreement shall continue to be payable until the applicable notice period, as set out above, has passed.

5.6 We may terminate this Agreement immediately by written notice to you if you are in breach of the Agreement, including non-payment of fees, or where any act or omission on your part makes it impractical or impossible for us to continue to provide the Services.

5.7 Notwithstanding the above, we may terminate this Agreement by giving three months' written notice to you

6. GENERAL

6.1 Druce will at all times endeavour to provide the best service possible but accepts no responsibility for any loss or damage suffered by you as a result of:

a) Any failure on the part of the Tenant to observe the terms of the Tenancy Agreement, or comply with any obligation imposed by law; or

b) Any defective workmanship or problems associated with third party contractors instructed to do work on your behalf; or provide the Tenant with all the legally required documents pre-tenancy including the 'How to Rent' booklet.

c) Any failure by you to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the Property, or any failure by you to maintain adequate insurance cover.

d) Your failure to adhere to any Local Authority licensing schemes, including mandatory HMOs, additional and selective licence schemes. Additionally, we reserve the right to notify the Local Authority if you have not provided us with a copy of a required licence.

e) Comply with the terms of any relevant lease, mortgage or insurance policy relating to the Property.

6.2 Please refer to our comprehensive Privacy Policy online at Druce.com which is also available in hard copy upon request from any Druce office.

6.3 You agree that Druce can use your property details for future marketing.

6.4 Just Move In provides insurance products and may pay Druce a commission should you take out an insurance policy with them.

6.5 You acknowledge that Druce has a procedure for handling any complaints and may disclose information relating to the lettings and management of the Property to The Property Ombudsman should you or the tenant register a complaint, or any other regulatory body for the purpose of monitoring our Code of Practice.

6.6 If you have any issues with the service you have received, and you are unable to resolve with the office/department manager, your complaint can be made verbally or in writing to the relevant Area Director. We will acknowledge your complaint within 3 working days before providing you with a written response within 15 working days. If you remain dissatisfied with the response, your complaint must be made in writing to our legal and compliance team by email to compliance@druce.com and should state what you are expecting from Druce. The same response times will apply. If you are unable to resolve your complaint via our complaints procedure, you are entitled to refer the complaint to The Property Ombudsman (TPO) within twelve months of receiving our final response. For more information, please read the TPO's consumer guide.

6.7 You will indemnify us from and against all loss and expense we suffer in consequence of any act, inaction, or omission on your part, including legal fees.

6.8 You agree that we are not responsible for non-payment of rent (whether in part or in full) on the part of the Tenant.

6.9 Upon signing this Agreement and following acceptance by you of an offer from a Tenant introduced by Druce, we shall be deemed to be instructed to sign all documents on your behalf, which are necessary to progress and/or exchange an Assured Shorthold Tenancy, or other tenancy if an Assured Shorthold Tenancy is not appropriate.

6.10 You accept that we are unable to provide advice in relation to your liability for tax on income arising from the letting of the Property and you confirm that you shall seek independent advice. We confirm that we are obliged to inform HM Revenue and Customs (HMRC) when the Property is let, including confirmation of the rental income received. If you are a UK resident, you are obliged to notify us where you will be living, working or travelling abroad (outside of the United Kingdom) for more than six months. If you satisfy the above condition, or otherwise lives permanently outside of the United Kingdom, you may become liable for Non-Resident Landlord Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide you with an NRL8 Approval Number. We will then deduct the appropriate amount of Non-Resident Landlord Tax from any rent paid by the tenant(s) and forward it to HMRC. You are advised to seek their own legal advice in respect of their tax liabilities.

6.11 Reference to any statute or statutory provision shall be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.

6.12 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.

6.13 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

6.14 The Agreement shall be governed by the law of England and Wales, and you submit to the exclusive jurisdiction of the courts in England and Wales.

6.15 We are a member of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and their registration number is: T08302.

6.16 We are a member of the Association of Residential Letting Agents and complies with the code of conduct prescribed by that organisation.

6.17 We have Client Money Protection with Propertymark. A link to their website is here: www.propertymark.co.uk/professional-standards/rules.html

6.18 We may receive commission from any contractors employed and/or instructed on your behalf to undertake works and/or repairs to the Property at a rate of 10% to 25% of the invoice total. The commission payment is payable by the contractor and is not owed by you or to you.

6.19 As part of our agreement with you we agree to notify all relevant suppliers of any change of occupancy at the property. We are partnered with Just Move In to provide these utility management services. As part of the service Just Move In will engage with movers directly to assist with their home moving administration (i.e. energy, broadband and insurance). If any movers use Just Move In to set up any new accounts then we receive a commission from Just Move In of up to £7.50 per service taken.

6.20 You are responsible for ensuring that any personal data (as defined by the General Data Protection Regulation (EU) 2016/679 and as amended by Schedule 1 of Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR") supplied by you to us has been collected within the terms of UK GDPR.

6.21 We agree to process any personal data (as defined by UK GDPR) in accordance with the lawful and reasonable written instructions from you. We reserve the right to refuse to provide data where such provision would breach our obligation to the above Regulation.

6.22 I/We understand that where possible a 'To Let' board will be erected to assist in advertising the property.

INITIAL _____