



TERMS AND CONDITIONS – BHULLU’S LIMITED

1 Appointment and Termination

- a) You appoint us and we agree to provide the Letting Services specified in the Particulars (and described in further detail below) in relation to the Property from the date on which you sign the Particulars until the Contract is terminated. The terms on which you appoint us and we agree to provide the Letting Services are set out these terms and in the Particulars. If and to the extent that the Particulars contradict these terms, the Particulars apply.
- b) You confirm that you are the owner(s) of the Property and are entitled to rent out the Property under the terms of your mortgage and/or any head lease. It is common for mortgages and head leases to say that you cannot let the Property without the consent of the Lender or Landlord (as the case may be). If you need consent from your mortgage lender or a landlord before you can let the Property, you confirm that you have obtained this consent and will give us proof of this if we ask you to.
- c) Termination of the Contract can be instructed by you or us by not less than one month’s notice in writing at any time. Unless you terminate the Contract as a result of our breach of contract, we will be entitled to retain Fees and to receive further Fees in the circumstances specified in the Particulars following termination.
- d) In addition to the definitions contained in the Particulars the following words have the following meanings:

Potential tenant	any person(s) who may be interested in taking a Tenancy of the Property, including persons who do not view the Property or make an Offer;
Applicant	any person(s) who make an Offer to let the Property;
Tenant	any person(s) who enter into a Tenancy Agreement in relation to the Property;
Offer	an Offer to enter into a tenancy of the Property;
Tenancy	any tenancy of the Property entered into between a Tenant and you;
Tenancy Agreement	the Contract between you and the Tenant which governs the Tenancy.

2 What We Will Do – Letting Agency Services (Let Only Service)

2.1 Property Information

- a) We will visit the Property at a time agreed in order to take interior and exterior photographs. Along with measurements of the Property and to get additional information relating to the Property (the Inspection). Following the Inspection, we will prepare Property Information. It is a legal requirement to ensure that the Property Information includes certain information such as the proposed rent and the number of rooms in the Property. After the Inspection, we may need to ask you further questions to ensure we are able to comply with this requirement.
- b) If you wish to place any restrictions on or criteria to be met by applicants (for example, that they should be non-smokers, have no pets or not be students), please tell us at or before the Inspection. If you do so, the Property Information will reflect your instructions unless they are discriminatory. Some restrictions may affect our calculation of the market rent at which the Property can be let.
- c) Once we have prepared the Property Information, we will email it to you to check. We cannot begin to market the Property until you have confirmed in writing that the Property Information is correct. By law, we must not publish information about the Property which is false or misleading so, if the Property Information is inaccurate or misleading in any way, you must tell us. An example might be that we may have noted that the Property has allocated parking but you may tell us that there is no strict legal right to this. This is information which should be made known to potential tenants.

2.2 Market Rent

- a) Following the Inspection, we will advise you on the appropriate market rent for the Property, taking into consideration local market data and the information we receive during the Inspection. When returning the Property Information, you must confirm the rent you wish to market the Property at and the other basic terms of the tenancy if you have not already given these to us.
- b) Unless you instruct us otherwise, our market rent calculation will include any ground rent and service charge for which you are responsible but will not include utilities such as gas, electricity, telephone and water charges (where independent systems exist) or council tax.
- c) While the Property is being marketed, we may recommend that the market rent should be revised, for example due to market conditions or the level of interest in the Property.
- d) If we recommend that you carry out works of decoration, furnishing and cleaning before marketing the Property in order to present it to the best advantage, we will also advise you on the appropriate market rent assuming those works are carried out to a reasonably high standard.

2.3 Marketing Techniques

- a) We will market the Property in the UK by advertising it on our own website and on such other UK based internet property portals and mobile platforms as are available and we reasonably consider appropriate. A full list of the internet property portals we advertise through on the date of this contract is set out on our website. This is subject to change but we will make reasonable efforts to maintain a similar level of market coverage.

- b) We use reasonable endeavours to make our website available on a continuous basis and we will make reasonable efforts to rectify faults or problems to restore our website to full operation or capacity as soon as reasonably practicable where the website is wholly or partially inoperative for reasons within our control. Not all faults and problems are within our control and from time to time our website may be completely or partially inoperative or unavailable due to mechanical breakdown, maintenance, hardware or software upgrades, telecommunications, connectivity problems or other factors beyond our reasonable control.
- c) From time to time, we may restrict access to some parts of our website to users (including potential tenants, tenants and landlords) who have registered with us.
- d) When we market your Property by submitting it to third party internet property portals, we are bound by their terms and conditions. We cannot control aspects of their operation such as their speed of upload of Property Information, availability, accessibility or otherwise.
- e) We offer apps giving access to our own property listing service on the mobile and tablet platforms specified on our website only (although our website can still be accessed by users with different operating systems using mobile devices). Where an internet property portal offers access to property listing services on mobile platforms, we have no control over whether it has appropriate mobile platforms for all mobile phone operating systems or that they are updated regularly to run with new versions of mobile operating systems and models of mobile phones and tablets.
- f) We are instructed to market properties for various clients at any given time. Whilst we use reasonable efforts to market them all using the techniques set out above, we respond in good faith to all enquiries from potential tenants about properties and will only suggest your Property to a potential tenant if we consider it appropriate to do so in all the circumstances.
- g) The advertisement of your Property on our website will not contain any external links to other websites such as YouTube or Twitter.
- h) Any accounts we hold with social and/or business networking sites such as Twitter and Facebook and any blogs and similar activities we carry on are operated for the purpose of developing our business. We are not obliged to post information about the Property anywhere other than our own website and the UK based internet property portals and mobile platforms referred to in clause 2.3(a) (unless the additional service of a Social & Digital Marketing Pack is selected and purchased as per clause 7.8).

2.4 Viewings

We will contact you promptly to arrange viewings of the Property but we will not accompany potential tenants on viewings (see also clause 7.5 - existing tenants). Following each viewing, we will request feedback from the potential tenant.

2.5 Tracking your Letting

We will provide you with an account which enables you to access a private area of our website dedicated to the letting of your Property. This will include:

- a) Comments from potential tenants following viewings (we will post these to the page promptly and will email you when new comments are posted);
- b) Data telling you how many times your Property has appeared in search results through our website, how many times its Property Information has been viewed and its details have been requested;
- c) Records of the actions we take and information we receive in performing our other obligations to you.

2.6 Offers

- 1) If we receive an offer, we will promptly forward the details to you, including any information which we have relating to the applicant which may be relevant to their offer. We will continue to inform you of any further offers we receive up to the point when the tenancy agreement is entered into.
- 2) Unless an offer is made by someone who is in a restricted category (see clause 2.1(b)), we will pass on all offers we receive for your Property.
- 3) If an applicant provides a holding deposit, we will hold this in a separate, designated client account but we may use it to meet the costs of referencing and other reasonable administration charges.
- 4) If you turn down an offer for a reason other than the applicant having failed referencing:
 - a) Any holding deposit will be refunded to the tenant in full; and
 - b) You must reimburse us for any costs we have incurred in pursuing the references.

2.7 Reference Check

- a) We will take references on an applicant which are appropriate to the circumstances of that applicant. The references are processed by a third parties referencing agency. If you have additional requirements in relation to reference checking, we may charge an additional fee for complying with your requirements. We will discuss the fee with you and ask for your written approval of it before doing any additional work.
- b) Where references are provided directly by the applicant, we will take diligent steps to validate their authenticity.
- c) It is a legal requirement to verify the identity and nationality of any successful applicant and their individual Right to Rent. We will retain a record of the steps we have taken.
- d) If an applicant fails to meet prudent referencing criteria, we will ask you in writing whether you wish to proceed with that applicant. If you tell us that your acceptance of the applicant is conditional, we will ensure that those conditions are met or, if they cannot be met, advise you of that fact.
- e) Will provide you with all relevant facts (subject to data protection restrictions) relating to the applicant to enable you to make an informed decision.

2.8 Tenancy Agreement

- a) We will prepare an appropriate written tenancy agreement that includes any agreed or specially negotiated clauses or terms particular to the Property or the circumstances of you or the tenant.
- b) We are obliged to give the tenant the opportunity to raise queries in order to clarify and understand his rights and obligations under the proposed tenancy agreement and to provide the tenant with relevant and appropriate documentation prior to his occupation of the Property or commencement of the tenancy (whichever happens first). We must provide your name and address to the tenant within 21 days if we receive a formal written request from your tenant to do so. If there is to be a guarantor, that person will also be given the opportunity to consider the terms of the Tenancy Agreement.
- c) We will collect a deposit equal to 1.5 x the monthly rent as a minimum, from your tenant when the Tenancy Agreement is signed to safeguard you against breakages and damages. Unless we are providing the Management Services or you have opted for the Letting Agency Service and selected and paid for the deposit to be protected by Hatched.co.uk, it will be your responsibility to comply with legislative requirements relating to deposits.

- d) On or before completion of the Tenancy Agreement, we will ensure that we have obtained one month's rent from the tenant in advance.
- e) If you have ticked the box authorising us to do so in the Particulars, we will sign the Tenancy Agreement on your behalf after you have approved its terms and sign and issue any notices or other documents relating to the document (unless they must be executed as a deed) for the purpose of performing the Services.
- f) You confirm that we cannot complete a tenancy agreement until all necessary consents have been provided and all relevant legislation has been complied with.

3 What We Will Do – Management Agency Services (Managed Service)

If the Particulars state that we will provide Management Agency Services, we will provide the following services, in addition to those specified in clause 2.

3.1 Rent

- a) We will collect all rents and all charges fees or other sums (if you have specified those amounts to us e.g. any ground rent payable under a lease between you and a superior landlord) from time to time payable to you in respect of the Property.
- b) We will hold any rent and other monies received on your behalf in a separate designated client account.
- c) We will notify you if the tenant is late in paying the rent or any other payment which is due to be paid by him under the Tenancy Agreement. Unless you ask us not to do so, we will take such steps as are reasonable in order to recover any such overdue payments.
- d) We will pay such of your liabilities in respect of the Property as are specified in the Particulars but only to the extent that we are able to do so out of the sums collected and retained by us under clause 3.1(a).
- e) We will pay to you or to such bank account as you may specify to us the rent received under clause 3.1(a) less the outgoings paid in accordance with clause 3.1(d) each month and will provide you with a monthly rental balance statement which will show how this figure has been calculated.

3.2 Inventory

- a) Unless you specifically ask us not to do so, we will arrange for an inventory to be produced by an independent inventory clerk at the start of the tenancy.
- b) We will arrange for your tenant to be checked into the Property accompanied by the inventory clerk.
- c) We will retain a copy of the inventory and liaise with the tenant over his signature of the inventory.

3.3 Deposits

If you complete the Tenancy Deposit Solutions Registration form we have provided to you and return it to us, we will hold and register any deposit taken from your tenant to safeguard you against breakages and damages in a tenancy deposit scheme. We will comply with the relevant sections of the Housing Act 2004 in our handling of your tenant's deposit.

3.4 Repairs, Maintenance, etc.

- a) At the beginning of the tenancy, we will inform service companies and the local authority of the new tenancy and provide relevant meter readings where applicable.
- b) **In line with ARLA guidelines all managed properties will be subject to a £200 maintenance float. This will be used against costs of maintenance issues. The float will be maintained at a £200 level throughout the tenancy. It will be returned to the Landlord at the end of tenancy minus any current deductions.**
- c) Except in case of emergency, we will notify you as often as may be reasonably necessary of all reasonably necessary works of repair and maintenance of the Property where they are estimated to cost more than **£200.00**. We will seek your instructions as to the carrying out of such works and advise you in connection with them. Once we receive your instructions to proceed with the works, we will instruct competent contractors to carry out the works (unless you specify a contractor we should use, in which case we will instruct that person). You confirm that call out charges may become due where a contractor comes to the Property to establish the nature and extent of the works which need to be done and that we do not need to get your prior authority before incurring a call out charge for this reason.
- d) Where a reasonably necessary work of repair and maintenance of the Property does not come within the duty to notify you under clause 3.4(b), we will instruct competent contractors to carry out the works and supervise their work but we will be liable under this clause only to the extent that we are able to pay for such works out of the sums collected and retained by us pursuant to clause 3.1(a) above.
- e) If at any time we have insufficient funds to comply with our obligations to instruct contractors under clause 3.4(b) or 3.4(c), we will notify you immediately. You agree to transfer sufficient funds to us immediately in order to enable us to meet these obligations in these circumstances.

3.5 Records

- a) We will maintain all reasonably necessary books and records, in particular so as to enable your Solicitors to serve all necessary notices under any tenancy of the Property or any part of it and to enable your accountants to compile statements of account and tax returns in respect of the Property.
- b) We will keep suitable records of repairs maintenance etc. carried out on your behalf and of any routine visits which we carry out during a tenancy (including any significant findings which arise).

3.6 Tenant's Breach

We will notify you of any apparent breach of any tenancy agreement of the Property or any part of it or of any unlawful or suspicious act or omissions or circumstances relating to the use or occupation of the Property or any part of it and in all such cases will seek instructions from you before demanding or accepting rent or other sums due under any relevant tenancy agreement or otherwise treating it as continuing. This only extends to such breaches as we are actually aware of and not to any breaches which we couldn't reasonably be expected to have knowledge of, taking into account our other obligations under this contract.

3.7 End of Tenancy

- a) Following receipt of appropriate instructions from you, we will take steps to serve a lawful notice in writing upon your 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) If we receive lawful notice from a tenant, we will inform you promptly and in writing.

- c) On giving or receiving notice to bring a tenancy to an end, we will provide the tenant with general written guidance as to what steps need to be taken relating to the preparation of the Property for the final checkout, handover of keys and other matters.
- d) If 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.
- e) Unless you give us specific instructions to the contrary, we will arrange for the final checkout as soon as reasonably practicable after the tenant vacates and at the lawful end of the tenancy. We will offer the outgoing tenant the opportunity to be present to observe the final checkout. This checkout will be carried out by an independent inventory clerk.
- f) If it is agreed that there are no intended deductions or any dispute after the final checkout visit has been completed, we will refund the full deposit to the former tenant within a maximum of ten working days.
- g) We will co-operate and comply fully and promptly with any investigation and the result of any independent alternative dispute resolution service, such as a tenancy deposit protection scheme, invoked either by you or by the tenant.

4 What You Agree to Do

In addition to any other obligations set out in these terms and the Particulars and except to the extent that we have expressly agreed to accept responsibility for any of your obligations by providing additional services to you (see Particulars and clause 7).

4.1 Property Information, Marketing & Sale of Property

- a) You agree that any information you give us relating to the Property and any personal information (including financial information) which you give us is accurate and complete. If any information included in the Property Information changes or you become aware of an inaccuracy after you have approved the Property Information, you must tell us immediately, for example if planning permission is granted over a neighbouring property or a service charge increases.
- b) Before your Property can be marketed, you must have in place or at least have instructed an Energy Performance Certificate (EPC). If you do not provide proof that an EPC has at least been instructed prior to instructing us to market the Property, we cannot be responsible for any delay in marketing the Property.
- c) You will not do anything which would or might have the effect of manipulating the terms of the tenancy of the Property (for example by clicking multiple times on the Property details listed on our website or on a third party internet property portal).
- d) Should the tenant, originally introduced by us, go on to purchase the property, then you will pay a fee of £1695 (£1412.50 + VAT).

4.2 Condition of the Property and Fixtures, Fittings and Contents, Gas Appliances and Electrical Equipment

- a) You agree to make the Property available for letting in good, clean, safe and tenantable condition. You agree to ensure that all fixtures, fittings and contents provided with the Property are fully operational and are serviced before the start of the tenancy.
- b) You confirm that you have statutory obligations to maintain the Property in a good and tenantable order and will not instruct us to do (or not to do) anything which would put you in breach of these obligations.

- c) You must have all gas appliances in the Property inspected annually by a Gas Safe registered engineer and obtain a Landlord Gas Safety certificate. You must provide copies to us and to your tenant. You confirm that you comply in all respects with the Gas Safety (Installation and Use) Regulations 1998 and will continue to do so throughout the Contract.
- d) You must ensure the safety of electrical appliances and all wiring, plugs and sockets in the Property and that the electrical supply is “safe” and will not cause “danger”, as those terms are used in the Electrical Equipment (Safety) Regulations 1994, and that it complies with all statutory requirements.
- e) You must ensure that all furniture in the Property which is included in the letting (including anything added during the term of the tenancy) complies fully with the Consumer Protection Act 1987 and all statutory instruments made under it including the Furniture (Fire) (Safety) Regulations 1998 (as amended in 1989 and 1993).
- f) You acknowledge that the Property cannot be let unless the requisite safety certificates are issued. If the Property fails an inspection, it is your responsibility to arrange for the necessary works to be performed in order to obtain the appropriate safety certificates. .

4.3 Insurance

You agree to maintain adequate buildings and contents insurance throughout any tenancy and ensure that the policy extends to furnished lettings. Please note that many household insurance policies do not provide such cover.

4.4 Other Outgoings

If any council tax or other outgoing is due to be paid in respect of the Property while it is vacant, you agree to pay that outgoing.

4.5 Statutory Obligations

You agree to comply with all of your statutory obligations arising out of your letting of the Property, whether or not they are specifically referred to in these terms.

4.6 Instructions

You agree to promptly give us written instructions and decisions in connection with the Services (which can be by email) when we ask you for them. If you give us instructions or decisions verbally, you agree to confirm them in writing as soon as reasonably possible afterwards.

4.7 Indemnity

You indemnify and agree to keep us indemnified from and against any and all loss, damage or liability whether criminal or civil suffered by us (and legal fees and costs properly incurred) in the course of providing the Services unless caused by our negligence or acting outside the scope of our authority as set out in the Contract or our wilful misconduct or negligence.

4.8 Viewings

Should you refuse to allow potential tenants to view your property for any reason for an extended period of time, or if you have accepted an offer on the property, then we reserve the right to withdraw the property without refund,

Should this happen, and you wish to re-market the property, then you will have to pay the up-front fee again and begin a new contract.

5 Fees

- 1) You agree that you will pay the Fees at the rate(s) and at the time(s) specified in the Particulars.
- 2) VAT is payable on the Fees (and on any charges for Additional Services) at the prevailing rate. The prevailing rate at the time of this Contract is specified in the Particulars.
- 3) You agree that we may deduct our Fees and all outgoings and expenses relating to the Property which we pay on your behalf (including those specified in the particulars) from any money due to you from any rent or other sums received by us.
- 4) If we do not receive money on your behalf (or do not hold sufficient funds to cover them), you agree to pay us all Fees and all other outgoings and expenses relating to the tenancy and Property which we pay on your behalf immediately upon completion of the tenancy. If you do not pay the Fees at this time, you will pay us interest of 2% over the base interest rate of National Westminster Bank Plc on the whole of the unpaid sum from the completion date until you pay us the outstanding sum. If we issue court proceedings against you to recover the unpaid amount, interest will continue to accrue up to judgment and after judgment for as long as the sum remains unpaid
- 5) You agree to reimburse us for all expenses reasonably and properly incurred by us in performing our obligations under the Contract if we provide you with valid receipts for these amounts.

6 Withdrawal of Instruction

Should you decide to withdraw the property, once services have been instructed, the termination will be subject to a fee, as set out in The Particulars of Contract.

7 Our Relationship with Tenants and Potential Tenants

Although we do not always have a contractual relationship with potential tenants, we do have legal and regulatory obligations to them.

- 1) If an applicant brings new information to light, for example about the condition of the Property, before withdrawing an offer to let the Property, we are obliged to revise your Property Information if it is material information which should be disclosed to potential tenants.
- 2) If an offer has already been made before we arrange a viewing for another potential tenant, we are obliged to tell the new potential tenant that this is the case.
- 3) If you ask us to continue to market your Property after you have accepted an offer in principle, we are required to tell the applicant that you have instructed us to do so.
- 4) If you receive an offer and decide not to accept or reject it at that time, we are obliged to keep the applicant informed of other offers but will not tell them the amount of those other offers.
- 5) If the Property is already let, we are required to give the existing tenant appropriate and reasonable notice before arranging a viewing unless the existing tenant has specifically agreed otherwise. The existing tenant must give permission for unaccompanied viewings. Because our standard service does not include accompanying viewings, you should obtain the existing tenant's permission as soon as possible to ensure that there are no delays in arranging viewings.
- 6) Your tenant has up to five working days to read comment upon and sign the inventory. If the tenant fails to do so, it will be assumed that the tenant has accepted the inventory as accurate but you should note that we are required to draw the tenant's attention to the fact that his failure to sign and return the inventory would result in it being accepted as accurate.

- 7) If we are providing Management Agency Services, we owe a duty of care both to you and your tenant to ensure that the deposit is paid out correctly after check out and agreement of the inventory at the end of the tenancy. If your tenant informs the relevant tenancy deposit scheme of a dispute over the deposit, we will forward the disputed amount to the tenancy deposit scheme.
- 8) If you give us keys to the Property, we cannot use them to inspect the Property or for any other purpose or give them to a third party supplier who needs access to the Property to perform services unless we have given the occupying tenant appropriate notice, except in cases of emergency or where the occupying tenant has expressly agreed otherwise with us.

8 Excluded and Additional Services

The services referred to in this clause are not included within the Letting Services and are subject to additional fees. We are only required to provide the Additional Services specified in the Particulars but we may agree to provide further services if you ask us to do so during the course of the Contract. Payment for Additional Services must be made in advance.

8.1 EPC

It is a legal requirement for the Property to have a current EPC. If we have agreed with you that we will arrange your EPC, we will instruct your Domestic Energy Assessor promptly. It is your responsibility to make yourself available at a reasonable time to meet with the Domestic Energy Assessor at the Property to enable him to carry out the inspection.

8.2 Safety Inspections

It is a legal requirement for the Property to have a current Gas Safety Certificate. We will instruct an appropriately qualified and registered person promptly to conduct the gas safety or other safety inspection specified in the Particulars. It is your responsibility to make yourself available to meet with the inspector at the Property to enable him to carry out the inspection and make appropriate arrangements with any existing tenant.

8.3 To Let Board

- a) All properties will have a 'To Let' board installed, unless we are otherwise informed in writing.
- b) If the Particulars state that we will install the "to let" board for you, we will do so as soon as reasonably possible after the Inspection and accept liability for any claim arising under the Town and Country Planning (Control of Advertisements) Regulations 2007 which arises out of our installation of the board.

8.4 Property Review

We will inspect the state of repair and condition of the Property as frequently as instructed to identify all reasonably necessary works of repairs and maintenance of the Property. We recommend our first property review will be approximately three months into the tenancy. Beyond this we recommend a property review is carried out approximately once every six months. You should note that any such property review is of limited scope and generally superficial in nature. Such inspections do not constitute an inventory check or a survey. This service is subject to an additional fee, as set out in the Particulars of contract.

8.5 Assured Shorthold Tenancy Agreement

A tenancy agreement that forms the contract between yourself and the tenant. This is included if selecting the Managing Agency Service. It is subject to an additional fee for our Tenant find Service. The costings are as set out in the Particulars of contract.

8.6 Deposit Protected & Registered

It is a legal requirement that the Deposit is registered with an authorised body. We will register your deposit with an authorised protection scheme and supply your tenants with the correct paperwork confirming this. This is included if selecting the Managing Agency Service. It is subject to an additional fee for our Tenant find Service. The costings are as set out in the Particulars of contract.

8.7 Standing Order Set-up

We will set up the payments to go from the tenant's bank account via standing order to your own bank account. This is included if selecting the Managing Agency Service. It is subject to an additional fee for our Tenant find Service. The costings are as set out in the Particulars of contract.

8.8 Social & Digital Marketing Package

We will create a pay per click (PPC) 'campaign' on relevant 3rd party websites, including Google & Facebook that are relevant to your property and searches that may take place on these websites for a period of 30 days. These will be targeted adverts undertaken by our in-house digital marketing executive in order to try to maximise exposure for your property. Although every endeavour will be made to make sure that the advert ranks at the top of Google, there is no guarantee of this. We will not bid on keywords such as 'Properties for Sale in Stevenage', but more specific key words, such as '2 Bedroom Flats Close to Stevenage Station' will be targeted. We will provide you with a report at the end of the 30 days. Should the property be 'Let' within the 30 day period, then no refund, either in part, or in full, will be due. This is subject to an additional fee. Prices are on application.

8.9 Rightmove 'Premium' Display

We will arrange for the Property to be listed as a 'Premium' property on Rightmove.co.uk when we upload your Property Information to Rightmove. Should the property be 'Let' within the 12 month period, then no refund, either in part, or in full, is due. This is subject to an additional fee. Prices are on application.

8.10 Zoopla Premium Display

We will arrange for the Property to be listed as a 'Premium' property on Zoopla.co.uk when we upload your Property Information to Zoopla. Should the Property be 'Let' within the 12 month period, then no refund, either in part, or in full, is due. This is subject to an additional fee. Prices are on application.

8.11 Other excluded services

- a) Unless the Particulars specify otherwise (and subject to payment of our additional fees and any associated expenses if they do):
- b) We only will market your Property through the internet and not through print newspapers.
- c) We do not accompany potential tenants on viewings.

- d) We do not operate a “shop front” and offer no walk in service in order to enable potential tenants to collect hard copy property information. This is a key part of our business model. We only provide the Management Agency Services while the Property is let under a tenancy and are not responsible for the security or supervision of the Property when it is not let.

9 Regulatory Matters

9.1 The Property Ombudsman

We are a member of the Property Ombudsman scheme and comply with the Code of Practice for Residential Lettings Agents. In accordance with the Code of Practice, we maintain and operate a complaints procedure which we will provide to you on request. If we are unable to resolve a complaint to your satisfaction, you are entitled to refer your complaint to the Property Ombudsman in certain circumstances. We will provide you with details of how to refer a matter to the Ombudsman following the conclusion of our internal investigation.

9.2 Duty of Care

Although our duty of care is to you, if your interests conflict with the law, we must comply with the law.

9.3 Conflict of Interest

If we become aware of a conflict of interest, we will disclose this fact to you at the earliest opportunity.

9.4 Laws

We comply with all laws relating to residential estate agencies such as the Estate Agents Act 1979, the Money Laundering Regulations 2007, the Data Protection Act 1998 (DPA), the Unfair Terms and Consumer Contracts Regulations 1999, the Housing Act 2004, the Consumers Estate Agents and Redress Act 2007, the Consumer Protection from Unfair Trading Regulations 2008, the Cancellation of Contracts made in a consumer's home or place of work etc. Regulations 2008 and all other current and relevant legislation. In many cases, our compliance is for your protection but in some circumstances it is for the protection of potential tenants, applicants and tenants. We may also be contractually obliged to comply with all relevant legislation by the internet property portals we are members of.

9.5 Treatment

We treat all landlords, potential tenants, applicants, tenants and suppliers of services related to the Property equally regardless of their race religious belief gender sexuality age disability or nationality. We will not agree to be in any plan or arrangement to discriminate against a person or people because of their race religious belief gender sexuality age disability or nationality. We cannot follow any instructions to the extent that they conflict with this commitment.

9.6 Data Protection

By signing the Particulars, you agree to our holding, processing and disclosing personal data of yours (including any details or photographs of the Property and any sale agreed) for any reason connected with the marketing of the Property or negotiations in respect of its proposed sale, in our own marketing or advertising campaigns, to other agents for the purpose of comparing property sale prices or for any other purpose permitted by law, both during and after the termination of the Contract.

9.7 Non-Resident Landlord

If you are not resident within the UK (or we have reasonable cause to believe that you are not), you agree that we may retain 20% of the net rental income received in relation to your Property as overseas tax on behalf of HM Revenue & Customs (HMRC). You can apply to HMRC for a Non Resident Landlord Approval Number by completing an NRL1 form and sending it to the relevant HMRC office. We will continue to retain monies until an Approval Number has been confirmed by HMRC in writing or until we are required to send them to HMRC (which we are required to do once a quarter). If you jointly own the Property, an Approval Number must be received for each owner of the Property. We will not be liable to you for refunding any monies which we have sent to HMRC in good faith.

9.8 Money Laundering

- 1) We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). This is because criminals who want to launder money may use estate agents who handle and deal with money and property on behalf of our clients.
- 2) To comply with our duties, we must have the evidence of your identity as soon as possible. If the letter accompanying these terms and conditions does not state that you have provided satisfactory evidence of your identity, please could you complete our 'Client Identification Form'. Also please supply the original of the documents listed in the Form.
- 3) In most cases, identification evidence will consist of the following two documents:
 - a) your current valid passport; and
 - b) a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months before the date on which we ask for the evidence of your identity.
- 4) If you are a company or other type of organisation, each individual who will deal with us on your behalf (such as a director, a manager or an employee) must also complete our Form and provide evidence of their identity.
- 5) If you cannot supply the documents listed in clause 7.8(c), please contact us to discuss alternative ways that you can be identified.
- 6) In some cases, we may need to carry out checks or make searches with third parties to identify you properly. If we do so, we will make a charge of £20.00 Inc. VAT. This is an additional charge and is not included within any other Fees you pay us.
- 7) Where you cannot provide satisfactory evidence of your identity, we may not be able to act for you; and/or receive any money from you; and/or pay any money to you or to a third party on your behalf.

9.9 Disclosure

In certain circumstances, we may have a duty under the law to make a disclosure about your affairs to the Serious Organised Crime Agency. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing. If we do make a disclosure to the Serious Organised Crime Agency in connection with your matter, this is likely to mean that:

- a) we cannot tell you that a disclosure has been made;
- b) we must stop working on your matter for a period of time; and
- c) we cannot tell you why we have stopped working on your matter.

PARTICULARS OF CONTRACT FOR LETTING AGENCY SERVICES

CONTRACT & CANCELLATION

A LEGAL CONTRACT BETWEEN US WILL BEGIN WHEN YOU SIGN THESE PARTICULARS. BY DOING SO, YOU CONFIRM THAT YOU AGREE TO THE ANNEXED STANDARD TERMS AND CONDITIONS (“THE TERMS”), WHICH APPLY TO THE CONTRACT BETWEEN YOU AND US. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS.

UNLESS WE HAVE ALREADY STARTED TO PERFORM AGENCY SERVICES FOR YOU AT THE TIME OF YOUR NOTICE, YOU MAY CANCEL THE CONTRACT BY GIVING US NOTICE OF YOUR INTENTION TO DO SO NO LATER THAN 7 DAYS AFTER YOU SIGN THE CONTRACT ('THE CANCELLATION PERIOD'). IF YOU CANCEL WE WILL REFUND ANY PAYMENT YOU HAVE MADE TO US.

PLEASE USE THE ATTACHED FORM IF YOU WISH TO CANCEL THE CONTRACT.

ONCE WE START PERFORMING THE SERVICES, YOU LOSE YOUR RIGHT TO CANCEL THE CONTRACT, ALTHOUGH YOU CAN TERMINATE IT (SEE CLAUSE 1 OF THE TERMS). IF YOU WANT US TO START TO PROVIDE THE AGENCY SERVICES BEFORE THE END OF THE CANCELLATION PERIOD, PLEASE TICK THE BOX BELOW YOUR SIGNATURE AT THE BOTTOM OF THESE PARTICULARS. IF YOU DO NOT TICK THIS BOX, WE WILL NOT BE ABLE TO ARRANGE AN INSPECTION OR ADVISE YOU ON THE MARKET RENT UNTIL AFTER THE END OF THE CANCELLATION PERIOD.

We have completed the table below using the information we currently have available. Where we have left blank boxes (e.g. terms of the tenancy, your bank details), please complete the boxes before signing and returning the form. Please make these changes by hand.

Terms highlighted in bold in the table below are used as definitions in the Terms

Your Name (You): Address: Phone Number: Email address:	
Property address:	
Letting Services	Tick Box To Select <input type="checkbox"/> 'Let Only Service' <input type="checkbox"/> 'Managed Service'
Registered owners of the Property	
Terms of Tenancy (if known): Term: Rent:	

Other requirements: Furnished or unfurnished: Restrictions on Applicants:	
Is there a mortgage on the Property? If so, do you have the lender's consent to let?	
Is the Property freehold or leasehold? If leasehold, do you have the landlord's consent to let?	
Details of bank account into which rent is to be paid (if we are providing Managed Agency):	Name: Address: Sort Code: Account No:

Fees

Letting Agency Fees	Tenant finding (clause 2.1 to 2.8): £99.00 Incl. VAT (£82.50 + VAT) prior to the property inspection (non-refundable) Plus £99.00 Incl. VAT (£82.50 + VAT) at the commencement of a new tenancy Note: At the date of these Particulars, the rate of VAT is 20%
Management Agency Fees	£99.00 Incl. VAT (£82.50 + VAT) prior to the property inspection (non-refundable) Plus £50.00 Incl. VAT (£41.67 + VAT) per month Note: At the date of these Particulars, the rate of VAT is 20%
Additional Services & price of them (including VAT) For further information about our available Additional Services, please see our website	Tick boxes to select chosen products required <input type="checkbox"/> Gas Safety Inspection: £85.00 Incl. VAT (£ 70.83 + VAT) <input type="checkbox"/> Energy Performance Certificate: £75.00 Incl. VAT (£62.50+ VAT) <input type="checkbox"/> Electrical Inspection: £145.00 Incl. VAT (£120.83 + VAT) <input type="checkbox"/> Rightmove and Zoopla 'premium' display for up to 12 months: £149.00 Incl. VAT (£124.17 + VAT)

	<p><u>Paperwork</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assured Shorthold Tenancy Agreement: £75.00 Inc. VAT (£62.50 + VAT) <input type="checkbox"/> Deposit Protected & Registered: £30 Inc. VAT (£25 + VAT) <input type="checkbox"/> Standing Order Set-Up: £30 Inc. VAT (£25 + VAT) Tenancy Property Review: £60.00 Inc. VAT (£50 + VAT) per review <input type="checkbox"/> Paperwork Bundle: £99.00 Inc. VAT (£82.50 + VAT) <input type="checkbox"/> Tenancy Renewal : £75.00 Inc. VAT (£62.50 + VAT) <input type="checkbox"/> Change of Occupancy: £50.00 Inc. VAT (£41.60 + VAT) <input type="checkbox"/> Rent Increase: £50.00 Inc. VAT (£41.60 + VAT)
<p>Deductions from monthly rent to be paid to you (and amount, if known)</p> <p>Note: Repair & maintenance costs: we will ask you to approve repair and maintenance costs above £_200_ in advance. We do not need to do this where the costs are less than this amount or the works are required in an emergency situation. Whether or not you approve the costs, you may still be liable to pay call out charges. See clause 3.4 of the Terms.</p>	<p>Ground rent:</p> <p>Service charge:</p> <p>Management Agency Fees: £50.00 Inc. VAT (£41.60 + VAT)</p> <p>Tax (non UK resident landlord)</p> <p>Preparation of Inventory re. check in</p> <p>Preparation of Inventory re. check out</p> <p>Cost of works of repair & maintenance</p> <p>Call out charges related to works of repair and maintenance</p>

Authority to Sign

If you authorise us to sign the tenancy agreement and any notices and other documents on your behalf (see clause 2.8(e) of the Terms), please sign here:

Fees and Expenses to be paid or reimbursed on termination (unless you terminate as a result of our breach of contract)

Cancellation Fees	Cancellation of managed properties will be at a fee of 25% of the Annual rent, but, no more than £500 Inc. VAT. The cancellation fees will be incurred from the date the property is advertised.
If the Contract terminates before an acceptable tenant who is willing and able to take up the tenancy is found	The initial upfront payment of £99 Inc. VAT is non-refundable and will serve as the penalty charge for the termination of contract, in this instance.
If the Contract terminates after an acceptable tenant who is willing and able to take up the tenancy is found	The Fees for the Letting Agency Service shall be payable in full, with a release fee of £250 Inc. VAT whether or not the grant of the tenancy is completed
Expenses	If we have incurred any expenses on your behalf, these must be paid (in full) upon termination. This might include expenses relating to the production of an inventory, maintenance or gas and electrical safety inspections.

Explanatory notes and definitions

When we say that a potential tenant, applicant or tenant was “introduced” by us, this includes persons who are indirectly introduced by seeing the Property advertised on our website or mobile platform or on an internet property portal or mobile platform and persons who see a To Let notice at the Property.

A tenant is “ready, willing and able” to let if he is prepared and is able to enter into a tenancy of your Property on the advertised terms and has a reasonably satisfactory reference check.

_____ Date: _____

Please Sign and add the date of your signature.

All registered owners of the Property should sign. Please contact us immediately if this is not possible.

If you wish us to start to provide the Agency Services before the end of the Cancellation Period, please tick here:

If you do not tick this box, we will not be able to arrange an Inspection or advise you on the asking price until after the end of the Cancellation Period.

_____ Date: _____

For and on behalf of Bhullu’s Limited

