

the corporate letting company

TERMS AND CONDITIONS OF BUSINESS FOR LETTING, PROPERTY MANAGEMENT AND SALE

1. INTRODUCTION

The following comprises the Terms and Conditions of Business of The Corporate Letting Company Limited which trades as “The Corporate Letting Company” and applies to any business conducted from any office or branch of The Corporate Letting Company Limited with any Landlord or prospective Landlord. No variation in these Terms and Conditions of Business will be binding unless previously agreed in writing between a Director of The Corporate Letting Company Limited and the client.

2. TERMS USED

1. **Rent** is any payment made for the use of the Property whether made to the Landlord, a representative of the Landlord, any agent for the Landlord and whether made by the Tenant, any representative on behalf of the Tenant or by a deduction from the security deposit.
2. **Property** is the leasehold or freehold property stated at the end of these Terms and Conditions of Business and any other property that the Landlord shall instruct The Corporate Letting Company Limited to market.
3. **Landlord** shall be deemed to be the person or persons legally entitled to instruct The Corporate Letting Company Limited to market the Property and where more than one person is the Landlord as here defined then they shall be deemed to be acting with the full consent and knowledge of the other person(s) who shall be both individually and jointly liable under these Terms and Conditions of Business
4. **Tenant** shall be the company, entity, individual or individuals named on the tenancy agreement or lease relating to the Property
5. **Fees** shall be the fees, commissions and charges detailed later in these Terms and Conditions of Business (plus any Value Added Tax due thereon)

3. LEVELS OF SERVICE

The Corporate Letting Company Limited offers two levels of service as follows:

A) Introduction Service

We will agree with you the marketing Rent for the Property, advise you of any works you will need to carry out to the Property to maximise the letting opportunities for you, and then market the Property to as wide an agreed market place as we are able to at the time. Once we have secured a potential Tenant

for you on terms you are happy with we will commence the preparation of the tenancy agreement and apply for status references (which you will approve or otherwise before the commencement date of the

tenancy). When both parties have agreed the terms of the tenancy we will ensure that the tenancy agreements are properly executed, that all monies due from the Tenant upon taking up occupation have been received by us and the facility for future payment of Rent has been put in place. We will collect the rent for you and will take our Fees on a pro-rata basis thereby sparing you from the pain of a large up-front payment. As long as you have provided us with details of the utility providers (gas, water, electricity, telephone and council tax) before the Tenant is due to take up occupation we will notify them of the change of occupier and advise them where the closing accounts are to be sent. Unless specifically instructed otherwise, we will also arrange for the inventory to be compiled and for the inventory check in to happen on the start date of the tenancy. This cost will be for you to settle directly with the inventory clerk unless previously agreed. Once all paper work has been processed and monies have been received from the Tenant we will release the keys as advised. Once the first term of the tenancy is nearing the end we will deal with all aspects regarding any mutually agreed renewal of the tenancy agreement and the same will apply nearing the end of any renewed terms.

B) Management Service

This will include all of the services detailed in the Introduction Service and we will make payment of all bills (where sufficient funds are held) due from you in relation to the Property for the duration of the tenancy out of the Rent demanded and received. Before the commencement of a tenancy we will ensure that the Property has been professionally cleaned as, in our view, is needed and that all the relevant safety certificates in relation to the Property are in existence. The costs for these will be paid out of your account with The Corporate Letting Company once the Rent has come in (unless the cleaning costs are the responsibility of the outgoing Tenant). We will also visit the Property at least twice a year and provide you with a written report as to its condition and advise as to any maintenance issues we feel you should be aware of. As we are not building surveyors, building inspectors or civil engineers our recommendations are made on a cursory nature only and neither The Corporate Letting Company Limited nor any of its employees can be held responsible in any way for any defects not noted. We will arrange for estimates (if appropriate) for any works needed and then will instruct on your behalf the contractors and check that the work has been completed. Only at this stage will we settle the contractors' invoice out of your account with The Corporate Letting Company. We will always endeavour to use your preferred contactors, when provided, but reserve the right to use other contractors if your contractors are unable to carry out the works within the relevant time frame.

We will hold a credit balance in your account with The Corporate Letting Company to cover bills and expenses relating to the Property. No interest will be paid on this credit balance. The supervision of any other works (other than minor repair works) including pursuance of insurance claims and visits after a tenancy has expired other than in the case of remarketing are not included as part of the management service and any Fees for such supervision will be agreed in advance and payable to The Corporate Letting Company on production of our invoice.

In the unlikely event of any Rent payments being received late then we will immediately contact the Tenant to endeavour to resolve the problem and will advise you accordingly. If the late payment of Rent continues to be a problem then you will be required to instruct your solicitor at your own expense to take any relevant action. The Corporate Letting Company can recommend a solicitor to you to deal with any such problems.

For the avoidance of doubt our management service will cease on the day the tenancy ends with the exception of issues resulting from the aforementioned tenancy. Terms for a void management service may be agreed directly with The Corporate Letting Company.

4. FEES

Introduction Service

Our Fees for the first year of each tenancy are 10% of the annual Rent plus Value Added Tax, at the prevailing rate. Fees are taken pro-rata as detailed in 3(A).

Management Service

Our Fees for the above service are an extra 5% of the annual Rent plus Value Added Tax at the prevailing rate. We will collect our management Fees on a pro rata basis along with the introduction or renewal Fees as applicable

Renewal Fees

If any tenancy should extend or continue for a second and or subsequent year or for any further periods for which Rent is received then the Introduction Service Fees will become payable and due at the commencement of the second and subsequent term or for any further periods for which Rent is received at a reduced rate of 7.5% of the then annual Rent plus Value Added Tax at the prevailing rate.

Fee Reimbursements

If either the Landlord or the Tenant shall lawfully terminate the tenancy during a tenancy period when Fees have been paid in advance for that period then The Corporate Letting Company Limited will reimburse a proportion of the Fees from the termination date until the date they have been paid in advance (plus Value Added Tax prevailing at the time the Fees were paid). This reimbursement will only be paid to the person or persons who had paid the Fees.

Sale of the Property

Should either the Tenant or the permitted occupier under any such tenancy agreement, during the tenancy or within one year of the termination date of the tenancy, exchange contracts to purchase the Property, then the Landlord shall be liable to pay The Corporate Letting Company Limited an introduction Fee of 1% of the sale price. Such Fee is to be paid on completion of said sale and will be subject to Value Added Tax at the prevailing rate. You irrevocably authorise your solicitor or conveyancer to pay the amount of such Fee (plus Value Added Tax) on completion of such sale to The Corporate Letting Company. If requested, The Corporate Letting Company Limited will be glad to progress the sale for you as part of this Fee.

PLEASE NOTE

- 1. The Corporate Letting Company is pleased to confirm that we do not charge extra for the preparation of the tenancy agreement.**
- 2. If we are unsuccessful in securing a Tenant for you there are no Fees due to The Corporate Letting Company unless previously agreed in writing by both parties.**
- 3. Any Fee accounts that are not settled in full within 28 days of the due date will be subject to an interest charge for late payment at four percent over the base rate of Barclays Bank PLC from time to time in force from the due date for payment until paid and at this rate both before and after any judgement. If a Fee account remains unpaid after two months we reserve the right to instruct your Tenant to make subsequent Rent payments to The Corporate Letting Company from which we shall deduct Fees and interest due before transferring the balance to you**
- 4. Any involvement we have regarding deposits at the end of a tenancy will be completely impartial in accordance with stakeholder requirements and we will only act as the mediator on managed tenancies**
- 5. Should a Tenant introduced by The Corporate Letting Company advise you directly of a replacement tenant at the end of their Tenancy then this is accepted as an introduction by The Corporate Letting Company and Fees will be liable to us as before**

5. LANDLORDS OBLIGATIONS

1. You will obtain the written consent of the freeholder or managing agent of the Property, if leasehold, for the sub-letting of the Property. Any costs payable for this will be borne by you.
2. You will obtain the written consent of your mortgage company or lending source, if the Property has a mortgage or other loan on it, for the letting of the Property. Any costs payable for this will be borne by you.
3. If you are, or will be, a non-resident Landlord (living abroad includes Eire, the Channel Islands and the Isle of Man), you must contact HM Revenues & Customs at Charity Assets & Residents – Residency, NROLS Processing, St Johns House, Merton Road, Bootle, Merseyside, L69 9BB (our CNR Letting Agent Number is NA32154) to obtain an exemption from deduction of tax at source. If The Corporate Letting Company Limited does not have the relevant certificate for EACH landlord (a property in joint ownership requires two certificates) then we will be obliged to retain an amount of the gross Rent equivalent to the basic rate of tax prevailing each time Rent is collected. This retained tax will be paid to the Inland Revenue on a quarterly basis and your tax deductions may well be lost. Please note that when we do not demand the Rent, the Tenant will be obligated to do the same. You can also download the form from www.hmrc.gov.uk
4. You will be required to ensure that your Property has adequate building and contents insurance and that the insurance companies are notified in advance in writing that the Property is to be let (The Corporate Letting Company will be happy to recommend an insurance provider if required) and to continue to pay the premiums to the insurers. You will also be required to have adequate public liability insurance.
5. You will be required to ensure at your own expense that all of the soft furnishings left in the Property comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988**. You must also ensure at your own expense that **The Gas Safety (Installation and Use) Regulations 1994**, **The Electrical Equipment (Safety) Regulations 1994** and **The Smoke Detectors Act 1991** are all adhered to. Please see the separate safety leaflet. If you are in any doubt as to your obligations you may seek independent advice from the Department of Trade and Industry
6. Prior to the Property being placed onto the market you will have an Energy Performance Certificate in place which is valid for ten years from the date of issue. The Corporate Letting Company can organise this for you.

6. CANCELLATION RIGHTS

1. For the purpose of the Consumer Protection (Distance Selling) Regulations 2000 you are given notice that where this Agreement is concluded with a Landlord who is acting for purposes outside of his business without the simultaneous physical presence of a representative of The Corporate Letting Company and the Landlord then the Landlord has the right to give notice of cancellation of the Agreement no later than the expiry of the period of seven working days beginning with the day after the day on which the Landlord signs the acceptance of these terms and conditions of business.
2. The Landlord will not however have the right to cancel this Agreement once the Landlord has signed the acceptance of these terms and conditions of business and the performance by The Corporate Letting Company of its services under these terms and conditions has begun.
3. Any notice of cancellation is to be given in writing or other durable medium available and accessible to The Corporate Letting Company and must clearly indicate the Landlord's intention to cancel this Agreement. Any notice of cancellation is treated as having properly been given by the Landlord if the Landlord: -
 - (a) leaves it at the address last known to the Landlord for The Corporate Letting Company

and addressed to The Corporate Letting Company (in which case it is to be taken to have been given on the day on which it was left); or

- (b) sends it by post to the address last known to the Landlord for The Corporate Letting Company and addressed to The Corporate Letting Company (in which case it is to be taken to have been given on the day on which it was posted); or
 - (c) sends it by facsimile to the business facsimile number last known to the Landlord for The Corporate Letting Company (in which case it is to be taken to have been given on the day on which it is sent); or
 - (d) sends it by electronic mail to the business electronic mail address last known to the Landlord for The Corporate Letting Company (in which case it has to be taken to have been given on the day on which it is sent).
4. For the purpose of the Regulations the relevant address, facsimile number and e mail addresses are: -

The Corporate Letting Company Limited
62 Sheen Road
Richmond
Surrey TW9 1UF
Facsimile Number: 020 8948 0555
Email address: tc@thecorporatelettingcompany.com

7. CANCELLATION OF MANAGEMENT SERVICE

1. If you the Landlord engage The Corporate Letting Company to carry out the Management Service for your Property, as part of, or separately to the Introduction Service, then you may cancel the Management Service only, at any time, having given three months prior written notice to The Corporate Letting Company of your intention to do so.
2. Any such notice should be given in accordance with procedures set out in clause 6.3.
3. Any bills or invoices, in relation to your Property received after this date will be forwarded to you unpaid.
4. Save in the circumstances set out under the Regulations referred to in clause 6.1 above the Landlord cannot cancel or opt out of the Introduction Service until such time as the existing tenancy, (including any extension of the period of that tenancy), has lawfully terminated.

8. MISCELLANEOUS

1. Both parties shall be released from their respective obligations in the event of any national emergency, war or other cause beyond the reasonable control of the parties or either of them which renders the performance of this Agreement impossible whereupon all money held by The Corporate Letting Company, less any Fees and expenses properly due shall be accounted for and paid immediately by The Corporate Letting Company to the Landlord.
2. Each party acknowledges that these terms and conditions of business contain the whole Agreement between the parties and the Landlord acknowledges that they have not relied upon any oral or written representation made to it or them by The Corporate Letting Company or any of its employees or agents.
3. Whilst The Corporate Letting Company will observe and perform its obligations under this Agreement using reasonable levels of skill and attention no representation or warranty is given or made by The Corporate Letting Company as to condition or suitability of the Property for let or any other purpose, the suitability or status or ability to pay of any prospective Tenant. No liability is accepted (unless due to the proven negligence of The Corporate Letting Company) for the consequences of any failure by

any prospective Tenant either to complete or enter into the tenancy agreement or to observe or comply with any of the Tenant's obligations under that agreement.

4. Any notice to be given by the Landlord to The Corporate Letting Company shall be given by any of the methods laid down in Clause 6.3 above. Any notice to be given by The Corporate Letting Company to the Landlord shall be given to the Landlord by any of the methods laid down in Clause 6.3 above and (as the case may be) to the last known address or facsimile or email address for the Landlord.
5. Any failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.
6. Where the Landlord is resident outside the United Kingdom, unless otherwise agreed in writing, the obligation of The Corporate Letting Company to account for any monies shall be to account for the same either by cheque in pounds sterling or by a direct credit to a bank account with a clearing bank having a branch in the United Kingdom with an account in the name of the Landlord in the United Kingdom. The Landlord agrees to maintain such an account for this purpose.
7. Where the acceptance of these terms and conditions of business is signed for and on behalf of the Landlord the signatory warrants that he or she has proper authority to sign the acceptance on behalf of the Landlord.
8. The Corporate Letting Company Limited is a member of the Tenancy Deposit Scheme which is administered by The Dispute Service Limited, PO Box 1255, Hemel Hempstead, Hertfordshire, HP1 9GN. This refers to a cash deposit relating to an Assured Shorthold Tenancy and we shall hold it as stakeholders under the terms of the Tenancy Deposit Scheme. At the end of the tenancy covered by the Tenancy Deposit Scheme if there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of you, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement between you and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties. If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication. When the amount in dispute is over £5,000 both you and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between you and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator. The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected. It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding. If there is a dispute The Corporate Letting Company Limited must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or The Corporate Letting Company Limited want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline The Corporate Letting Company. The Corporate Letting Company must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute. If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of the Dispute Service Limited from time to time,

shared equally between the Landlord and the Tenant and the liability for any subsequent costs will be dependent upon the award made by the arbitrator

9. PROPER LAW AND JURISDICTION

1. This Agreement shall be governed by English Law in every particular including the formation and interpretation and shall be deemed to be made in England.
2. Any proceedings arising out of or in connection with this Agreement may be brought in a Court of competent jurisdiction in England.
3. The submission by the parties to such jurisdiction shall not limit the rights of The Corporate Letting Company to commence any proceedings arising out of dispute in any other jurisdiction it may consider appropriate.
4. Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with the provisions of clause 6.3.
5. In the event that the Landlord is resident outside England or Wales his or its address for service in England or Wales shall be the address for such service stated above or such other address notified in writing by the Landlord as his or its address for service in England and Wales and any time limit in any proceedings shall not be extended by virtue only of the foreign residence of the Landlord

I / We agree to accept the above terms and conditions of business

Full Name/s

Landlord Address.....
.....

Property

Service Required

Signature.....

If a company or other entity please enter your position within that organisation

Date.....

The Corporate Letting Company Limited

Registered in England and Wales

Registration Number 4155273

Registered Address: 7th Floor, Dashwood House, 69 Old Broad Street, London, EC2M 1QS

Trading as The Corporate Letting Company