

enfields

ESTATE AGENTS

ENFIELDS RESIDENTIAL LETTINGS

TERMS & CONDITIONS OF BUSINESS

T 01202 635870 E sales-bournemouth@enfields.co.uk



enfields

ESTATE AGENTS

Agency agreement & terms of business for residential lettings

Property address:

Postcode:

Landlord's correspondence address:

Postcode:
Mobile No.
Home No.
Email Address:

Name(s) of landlord(s):

If the property is jointly owned please state the names of all owners.

Owner 1:
Owner 2:
Owner 3:

Which bank account would you like us to pay the rent to?

Bank:
Branch:
Account name:
Sort code:
Account No.

Please confirm that when Enfields are letting your property, Enfields are allowed to offer your property using our approved deposit replacement scheme (see clause 3.1.2):

Yes No

If you are resident overseas, have you applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents?

Yes No

Please confirm that when Enfields are letting your property, you will be resident:

In the UK Overseas

Enfields is legally obliged to file a tax return stating the names, addresses, income and expenditure of our clients. If you are resident overseas and have not applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents, you will need to complete the appropriate form (NRL1, NRL2 or NRL3) quoting Enfields Bournemouth LTD reference NA044851 and our registered office address (383 Wimborne Road, Bournemouth, BH9 2AQ). The application should be completed online at www.hmrc.gov.uk.

Declaration: I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994. I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed (as detailed on the last page of this agreement) and confirm that I wish Enfields to commence marketing the property immediately. I confirm that the above information is accurate. Where you are a joint-owner of the property you hereby warrant that you have ensured you are authorised to instruct us on behalf of all joint-owners. See also Clause 3.14.4 of these terms.

Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

Signed:

Date:

Countersigned for and on behalf of Enfields:

Signed:

Date:

Print:

Position:

enfields

ESTATE AGENTS

Enfields Service Levels & Fees

	DIY Service	Basic Essentials Service	VIP Premium Service
Market Appraisal of Your Property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Property Marketing on Enfields Website & Major Online Portals (Rightmove/Zoopla)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited Accompanied Viewings Until a Tenant Has Been Secured	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct Necessary Referencing Checks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Right to Rent in the UK Check	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Drawing up of Tenancy Agreement and other Legal Documents required	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Arrange tenant signature of the most recent How To Rent Guidebook, EPC and Gas Safety Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Collection of Initial Rent & Deposit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Collection of ongoing Rent Payments (with monthly statements)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rent Arrears Management		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Legal Safety Certificate Management		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Legal Advice on Your Behalf Via Dutton Gregory		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Switching of Utilities & Council Tax		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maintenance and Repairs Arranged Using Our Vetted Contractors		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Negotiation of the Deposit Allocation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual Rent Review		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Registration of Tenant's Deposit with Deposit Protection Service (DPS)			<input checked="" type="checkbox"/>
Legionnaires Check**			<input checked="" type="checkbox"/>
Regular Property Visits, Including Photographic Reports**			<input checked="" type="checkbox"/>
Inventory Report**			<input checked="" type="checkbox"/>
Serving of Legal Notices** (Section 8, 13 & Section 21)			<input checked="" type="checkbox"/>
RENT PAYMENTS GUARANTEED and legal expenses paid*/**			<input checked="" type="checkbox"/>
Please select which service you require	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenancy Set-up Fee			
Monthly Fee	N/A		

Miscellaneous Fees

Fees inclusive of VAT at 20%	FEE
Inventory / Check-Out Report	POA
Gas Safety Certificate	£90.00
Tenancy Renewal	£180.00
Section 8 Notice (obtain possession from cart notice) (Free with VIP Service)	£90.00
Section 21 Notice (eviction notice) (Free with VIP Service)	£90.00
Section 13 Notice (rent increase) (Free with VIP Service)	£90.00
Energy Performance Certificate	£96.00
Registration of Tenants Deposit Protection Service (DPS)	£90.00
Administration charge to process deposit dispute on your behalf with the DPS	£240.00
Property Visits Including Photographic Reports (Free with VIP Service)	£30.00
Court or tribunal attendances – per day or part thereof	£420.00
Key Cutting / Post Forwarding	Cost Price + £6
Rent Guarantee & Legal Expenses (Free with VIP Service)	£320 Annually
Provide an annual income and expenditure report	£100
Legionnaires Check	£30

In order for Enfields to manage your property effectively, please provide the following information:

	Make and Model	Age (approx.)	Warranty / Service Cover Details	Warranty Expiry Date
Boiler/Central Heating System				
Fridge/Freezer				
Washing Machine/Tumble Dryer				
Dishwasher				

1.0 RENT GUARANTEE & LEGAL EXPENSES

1.1 Rent Guarantee & Legal Expenses Cover: -

1.1.1 Included in our VIP Premium Service, Enfields will provide rent guarantee insurance and legal expenses cover to the landlord subject to satisfactory tenant references being received by Enfields as well as the conditions outlined in clause.

1.1.2 The maximum amount of rent covered by Enfields in any one tenancy is £25,000.

1.1.3 The tenant must be a full two month's rent in arrears before a claim can be made. Enfields will pay rent arrears to the landlord 30 days after a successful claim and subsequent payments will be paid monthly in arrears. Payments will be backdated to the point the tenant first fell into arrears.

1.1.4 No claim can be made for rent arrears within the first 60 days of any new, or renewed tenancy.

1.1.5 In case a deposit was collected, Enfields will deduct any deposit paid once vacant possession of the property has been obtained, however, if the deposit is subsequently required to meet the cost of dilapidations, this will be returned to you.

1.1.6 Rent protection cover will only be payable until vacant possession has been gained.

1.1.7 If the tenant opts to claim housing benefit after a claim is initiated, rent arrears will not be paid until the outcome of the housing benefit claim is known. If the tenant's housing benefit claim is rejected, rent will be paid under the policy backdated to the date that a payment was first due under the policy. Enfields will not be liable to pay for any shortfall between the amount paid to the tenant as housing benefit and the rent.

1.1.8 Enfields will provide cover up to £50,000 per claim in respect of legal expenses incurred in evicting the tenant from the property. Enfields will only provide legal expenses cover for evictions relating to non-payment of rent, no other evictions will be covered.

1.1.9 To limit exposure and potential liability, Enfields will take out an insurance policy underwritten by AmTrust Europe Limited (AmTrust Europe), on whose behalf Arc Legal Assistance act. AmTrust Europe is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

1.2 Exclusions: -

1.2.1 Enfields will not provide rent guarantee and legal expenses cover:

- a) Whilst you are bankrupt, in administration or in receivership, or if you have entered into a voluntary agreement with creditors;
- b) Whilst you are in a dispute relating to the amount of rent payable, tax, planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- c) Whilst you are in dispute with your tenant for failing to adhere to your obligations under the tenancy agreement including failing to keep the property in good repair under Section 11 of the Landlord and Tenant Act 1985;
- c) Whilst you are in a dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the property whether or not such purchase is completed;
- d) there is any actual or alleged harassment of a tenant;
- e) Whilst there is any dispute where you have failed

to maintain in full force and effect during the tenancy agreement buildings and/or contents risks under a policy covering let properties;

- f) If legal expenses have been incurred without our prior written consent;
- g) Whilst there is any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
- h) Whilst there is any claim against you relating to violence or dishonesty;
- i) If any claim relates to the deliberate, conscious, intentional or negligent disregard by you of the need to take all reasonable steps to avoid and prevent claims, legal proceedings or disputes;
- j) For any legal expenses which you should or would have had to incur irrespective of any dispute;
- k) If any loss or damage is caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

1.2.2 Enfields will not cover:

- a) Any fines or other penalties imposed by a court or tribunal;
- b) Any legal costs incurred in any appeal proceedings, unless Enfields agreed to cover the original claim, Enfields deem that the matter has reasonable prospects and Enfields is notified of the decision to appeal at least 7 days before the deadline to appeal.
- c) The pursuit of the tenant or guarantor for rent arrears and/or mesne profits once vacant possession of the property has been achieved.

1.3 Insurable Interest Provision: -

1.3.1 To the extent that Enfields has agreed to guarantee to the landlord the payment of rent in respect of a tenant in accordance with the terms as set out above, in the event that payments are made by Enfields to the landlord following a successful claim under these terms, all the landlord's rights of recovery against the tenant in respect of such unpaid rent (or any other sums in connection with such unpaid rent) giving rise to the claim shall be subrogated to Enfields or its insurer in order for Enfields or its insurer (in its or their own names or in the name of the Landlord if necessary or expedient) to recover such amounts paid by Enfields to the landlord in respect of such claim. By countersigning these terms and conditions, the landlord acknowledges and agrees to Enfields or its insurer's right of subrogation as set out in this clause.

1.3.2 Enfields or its insurer's subrogation right as set out in clause 1.3.1 above has first priority to any recovery by the landlord from the tenant in respect of the unpaid rent (or any other sums in connection with such unpaid rent) giving rise to a claim and shall not be reduced by the amount of any costs (legal or otherwise) incurred by the landlord in recovering the same. Enfields or its insurer's subrogation right shall apply regardless of whether or not the landlord has been made whole, is not fully compensated or only partially recovers the unpaid rent (or any other sums in connection with such unpaid rent) giving rise to such claim.

2.0 OUR SERVICES

2.1 'DIY' Find You A Tenant: -

- 2.1.1 Enfields will provide advice on the rental that may be achieved in relation to the current market conditions and comparable properties in the area.
- 2.1.2 Enfields will fully market the property in the office and on Enfields website as well as the major internet portals in order to secure a suitable tenant.
- 2.1.3 Upon landlord permission to proceed, Enfields will interview prospective tenants and arrange for appropriate acceptable references to be achieved.
- 2.1.4 Enfields employ an independent referencing agent to undertake credit and personal checks on all applicant tenants. In the case of a company tenant, the company and not the occupant will be referenced.
- 2.1.5 Pending acceptable reference checks, Enfields will produce the appropriate tenancy agreement and other necessary paperwork and ensure they are signed by both landlord and tenant.
- 2.1.6 If applicable, Enfields will collect a security deposit from the tenant at the commencement of the tenancy. If you require this to be protected with a deposit scheme on your behalf there will be a charge of £90.00 inc VAT and relevant paperwork will be provided to each party in respect of this registration.

2.2 Basic Essentials Service – As above, and: -

- 2.2.1 Enfields will receive rent from the tenant, prepare regular statements and pay the net amount to the landlord.
- 2.2.2 Once Enfields are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within five working days.
- 2.2.3 If the rent has not been paid two working days after it falls due, Enfields will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls, texts and a series of written notices.
- 2.2.4 When you provide us with UK bank details, we use the Faster Payment system to make payments to your account. Where Enfields are required to make payment by alternative methods (CHAPS), we will pass on any costs incurred in doing this to you.
- 2.2.5 Statements are sent to you in the form of an email, unfortunately we are unable to post them out.
- 2.3.1 Enfields will negotiate the renewal of a fixed term agreement with the tenant and produce and serve any corresponding paperwork. A fee of £180.00 inc VAT is applicable.
- 2.3.2 Enfields will review the level of rent that is being achieved on an annual basis. If a rent increase is possible, Enfields will service a section 13 notice to the tenants providing them with one months' notice of the planned increase at a cost of £90.00 inc VAT (This is free with VIP Premium Service).
- 2.3.3 Enfields will under written confirmation from the landlord, draw up and serve upon the tenant the relevant notice seeking possession of the property at the end of the fixed tenancy or in-line with the periodic tenancy. A fee of £90.00 is applicable.
- 2.3.4 Enfields will calculate the cost of the damages owing to the landlord at the end of the tenancy and in the case a deposit was collected, arrange for its disbursement. The disbursement of the deposit will be upon instructions from both parties in the form of a mutual agreement. In the event that a mutual agreement cannot be reached, Enfields can put together a case to the deposit protection scheme to be reviewed by their adjudication department at a cost of £240.00 inc VAT.

2.3.5 Enfields will arrange for the annual inspection and certification of all gas appliances.

2.3.6 Enfields will notify the landlord when the property's Energy Performance Certificate and Electrical Safety Certificate are due to expire and will, upon confirmation from the landlord, organise the renewal of these certificates.

2.4.1 Enfields will arrange to have drawn up an inventory of your property's fixtures, fittings and contents, and compile a report at the start of each tenancy. A fee is applicable (This is free with our VIP Premium Service).

2.4.2 Enfields will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. A fee is applicable.

2.4.3 Enfields will handle all reported faults at the property by advising the tenants on how to rectify the issue or by instructing a contractor with the appropriate qualifications, as necessary, to repair as appropriate. Tenants can report maintenance issues online (using <https://bournemouth.enfields.co.uk/fixflo>), via email or they can call our property management team directly.

2.4.4 Enfields will notify the landlord on the cost of any repairs that need to be carried out and will only instruct for repairs to start once authorisation has been received by the landlord.

2.4.5 In the event of an emergency, Enfields reserves the right to instruct works to be carried out to minimise any possible damage to the property or risk of injury to the tenant or any third party.

2.4.6 Enfields provide to the tenants emergency contact numbers for the tenants to use in the event of a maintenance emergency out of office hours.

2.5 VIP Premium Service - As above, and: -

2.5.1 Enfields will provide rent guarantee and legal expenses cover. Terms and exclusions apply, please see clause 1.0.

2.5.2 Enfields will visit the property three times per annum. These visits are to check that the property is being kept in good order, any damage incurred will be reported. Please note that these routine visits do not amount in any way to a structural survey.

2.5.3 Enfields will arrange to have drawn up an inventory of your property's fixtures, fittings and contents, and compile a report at the start of each tenancy.

2.5.4 Enfields will arrange for a Legionella Risk Assessment to be conducted prior to the tenancy commencing.

3.0 GENERAL

3.1 Deposit

3.1.1 If you wish that a security deposit is paid, such deposit will be held in accordance with the terms of the tenancy agreement.

3.1.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be received by Enfields in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by The Deposit Protection Service. Under this scheme, undisputed deposits must be released to the tenant within ten days of termination of the tenancy. Full details of the scheme may be found at www.depositprotection.com. Enfields takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

3.1.3 Enfields shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to Enfields.

3.1.4 In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with

obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Enfields against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

3.2 The Gas Safety (Installation & Use) Regulations 1998

3.2.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

3.2.2 If Enfields are not provided with a valid certificate 14 days prior to the commencement of the tenancy and a valid renewal certificate 14 days before the required renewal date, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost for this work is £90.00 inc. VAT and will be debited from the first month's rent.

3.3 The Electrical Equipment (Safety) Regulations 1994

3.3.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

3.3.2 If Enfields is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost for this work will be due from the landlord and differs per property; the landlord will be fully notified of the costs before any work is carried out.

3.4 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

3.4.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

3.4.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also with the Regulations for the duration of the tenancy and any Renewals.

3.5 Flood and Water Management Act 2010

3.5.1 When section 45 of the Flood and Water Management Act 2010 is implemented, the owner of a property will become jointly and severally liable with the tenant for the payment of the water account in the event the departing tenant has not provided a forwarding address. Please note that we will make every effort to obtain a forwarding address for the tenant (see full details under Option 1 and Option 3 below). However In the event that we are unable to obtain such an address we will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address.

3.6 Energy Performance Certificate (EPC)

3.6.1 All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Enfields can organise an EPC from an approved

supplier at the rate of £96 inc VAT.

3.7 Money Laundering Regulations 2007

3.7. Under the money laundering regulations we require you to provide us with one proof of identity and one proof of residency. This should be either a full passport or photographic driving licence and a current utility bill. To comply with the above act, we must have sight of the original documents.

3.8 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

3.8.1 The Landlord is legally responsible for installing and maintaining working smoke alarms on every storey of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance. The Landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented.

3.9 HMO - Housing Act 2004

3.9.1 If a dwelling is considered an HMO property as defined under the above Act or as designated by the Local Authority, certain requirements must be fulfilled to comply with health and safety even if the HMO does not need to be licensed. If we are managing your property then we will advise you of any requirements that may arise during the tenancy, however it is your obligation to deal with this matter during the tenancy if it is not fully managed by us.

3.9.2 If you require a HMO licence and require assistance a fee of £250.00 Incl VAT is applicable. This will include all necessary site visits and assistance with the council paperwork.

3.10 Legionnaires Disease

3.10.1 Amendments to the Health and Safety Executive's (HSE) Approved Code of Practice (ACOP) 'Legionnaires' disease: The control of legionella bacteria in water systems' means that providers of residential accommodation are now responsible for ensuring that the risk from exposure to legionella in premises is properly controlled. For further information we recommend you read the HSE 'Essential information for providers of residential accommodation' available on the website <http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm> – Please note that landlords not on our VIP Premium Service will have an-ongoing responsibility.

3.11 Electronic Documentation

3.11.1 Enfields send both notices for possession (Section 21) and contracts electronically. Documents which have been sent/signed in this way are binding and admissible in evidence.

3.12 Indemnity

3.12.1 The landlord undertakes to keep Enfields fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments there to or replacement Regulations.

3.12.2 The landlord agrees to indemnify Enfields as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

3.13 Landlords Resident Outside The UK

3.13.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident

landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

3.13.2 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

3.13.3 Enfields must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Enfields will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Enfields registered head office address.

3.13.4 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

3.13.5 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

3.14 Permissions and Consents

3.14.1 The landlord warrants that consent to let from his/her mortgagees has been obtained, and

3.14.2 Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and

3.14.3 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and

3.14.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.

3.15 Connected Persons

3.15.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Enfields immediately.

3.16 Keys

3.16.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate.

3.16.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

3.16.3 Enfields secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Enfields liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

3.17 Legal Proceedings

3.17.1 Enfields is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance

will be £420.00 inc VAT per day, or part thereof. Enfields will not accept service of legal proceedings on the landlord's behalf.

3.18 Disclaimer

3.18.1 Enfields will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

3.19 Acts of Third Parties

3.19.1 Enfields will not be held responsible for any loss or damage that you may suffer through the act, default or negligence of any third party.

3.20 Commission, Referrals & Major Works

3.20.1 Vetted contractors may pay an administration charge to Enfields for organising works, booking in with tenants and handling their invoicing. This will not affect the final amount payable by the landlord.

3.20.2 Any Income or commissions earned by Enfields as a result of our duties to you under these terms paid by any third party will be retained by us.

3.20.3 If the cost of the works exceeds £1000 a Major Works Co-ordination fee of 12% (10% + VAT) of the invoice will be payable.

3.21 Data Protection

3.21.1 We confirm that we are registered with the Information Commissioner's Office under the Data Protection Act 1998 and the General Data Protection Regulations (GDPR). We will process all personal information in accordance with the provisions of that legislation. Please note that by entering into this Agreement you are consenting to us sharing details of your name, address, contact details and status with our EPC providers, sub agents and other service providers but only for use in relation to the proposed sale/let of your property. A copy of our Privacy Policy is available on our website or a paper copy can be supplied on request.

3.22 Associated Legislation Briefly Explained

3.22.1 The Housing Act 1980 and 1988 as amended in 1996 came into effect in 1989 and is designed to protect tenants against unscrupulous landlords, as well as Landlords against unlawful tenants. The legislation provides for the grant of an Assured Shorthold Tenancy (AST) which gives the Tenant security but enables a Landlord to secure repossession provided the correct statutory requirements are complied with. An AST does not automatically expire at the end of the fixed term period stated within the Tenancy Agreement. A landlord must give at least two months' notice, in the correct form, of his intention to gain possession of the property and this notice cannot expire before the last day of the fixed term. Where the tenancy is a statutory periodic tenancy, two months' notice may be given at any time. The same applies for the tenant but they are required to give just one month's notice instead of two.

3.23 Landlord & Tenant Act 1985 Section 11

3.23.1 In compliance to this Section the landlord is required to upkeep and maintain:-

- The fabric and structure of the building, including drains, down pipes, guttering systems etc.
- Water and space heating.
- Sanitation areas and their appliances, e.g. kitchen, bathroom, toilets, showers etc.

The above obligations cannot be passed on to the tenant.

3.24 Protection from Eviction Act 1977

3.24.1 The following actions can be deemed as

harassment and as such will be covered by this Act:-

- Entering the property or the garden without consent.
- Visiting the property or telephoning the tenant frequently.
- Standing outside the property regularly.
- Changing the locks.
- Not complying with a landlords statutory duties under Section 11 of the Landlord & Tenant Act 1985 in the hope that the tenants will leave.

The criminal penalty under this Act is a fine of up to £5000 and/or imprisonment of up to two years depending upon the circumstances. A tenant cannot be forcibly evicted without a court order.

3.25 Entire Agreement and Variations

3.25.1 Enfields intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Enfields and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

3.26 Changes to Service Fees

3.26.1 Enfields shall be entitled to increase the price of our services. Any such annual increase in price shall not exceed 5% percent or the UK RPIX for the preceding twelve months (Retail Price Index excluding mortgage interest), whichever is greater. In the event of a change of legislation requiring additional work Enfields reserve the right to apply a fee appropriate.

3.27 Termination & Downgrading Service

3.27.1 The landlord may downgrade their service level or terminate this contract by notifying Enfields in writing of their intention to do so. Any such downgrade or written termination will only take effect upon any tenant or occupant vacating the property following the expiration of a tenancy. In this respect, 'tenancy' includes any renewal or further term or holding over as a periodic tenancy.

3.27.2 Enfields may bring this contract to an end during the period of the tenancy by giving three months written notice to the landlord. In the event of your death this contract will continue until the end of the tenancy created under this contract and instructions will be taken from the executor of the estate. We reserve the right to cancel this contract without notice in the event that you fail to allow us to fulfil your statutory obligations in line with this contract.

3.28 Complaints Procedure

3.28.1 If you have a complaint about the service provided to you by Enfields, please forward details of your complaint to the Lettings Director at Enfields located at 383 Wimborne Road, Bournemouth, BH9 2AQ. Your correspondence will be acknowledged upon receipt of your formal contact within 3 working days and a full response will be sent to you within 15 working days. In the unlikely event that you remain dissatisfied, you may then refer your complaint to The Property Ombudsman – Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP. Enfields are members of The Property Ombudsman Scheme and subscribe to their Code of Practice for Residential Lettings Agents, available at www.tpos.co.uk

3.29 Liability

3.29.1 All references in this Agreement to Enfields are a reference to Enfields Bournemouth LTD, Company Number 06074038 of registered office 383 Wimborne

Road, Bournemouth, BH9 2AQ.

3.29.2 All references to landlord shall include all joint owners if there are more than one and their liability arising under the Agreement is a joint and several liability and when the tenant is more than one person their liability arising under the Agreement is a joint and several liability.

PLEASE SIGN IF YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS

Signed:

Date:

NOTICE OF THE RIGHT TO CANCEL THIS CONTRACT

Under the requirements of the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008 you have the right to cancel this contract within fourteen days commencing from the day you receive this information.

You also have the right to request the performance of the contract to start before the cancellation period.

If you would like to have the contract commence with immediate effect please sign the waiver at the end of this contract.

If you want to delay the performance of this contract for fourteen days then please do not complete the waiver and the contract will be binding after the fourteen days.

If during the fourteen days you wish to cancel the contract you must do so in writing by completing the form at the end of this document.

The cancellation notice is effective from the time it is posted or delivered.

For the avoidance of doubt the right to cancel applies to contracts made and signed in the presence of the agent at your home or your place of work etc. but does not apply if a contract is signed in the office or place of work of the agent.

I/We require that the performance of this contract to start before the expiry of the cancellation period under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008. To that effect I/We agree to waive my/our right to cancel. This means that although you still may cancel the contract within the fourteen days, you will be liable to pay the reasonable costs and expenses incurred by us as your agent which will not exceed £480.00 (£400 + VAT).

Signed:

Date:

CANCELLATION OF THE CONTRACT ONLY COMPLETE IF YOU WISH TO CANCEL

If you wish to cancel the contract within fourteen days from receiving these terms, please complete and return the declaration below:

To Enfields, I/We give notice that I/We wish to cancel my/our contract relating to:

Property address:

Signed:

Print:

Date: