



THORPE & CO.

LETTINGS AND PROPERTY MANAGEMENT

TERMS AND CONDITIONS OF BUSINESS OF THORPE & CO LIVING LTD

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Agent" means Thorpe & Co Living Limited of Suite 11, 8th Floor, St James House, Salford, Pendleton Way, M6 5FW
2. "Landlord" means any person who purchases Services from the Agent;
3. "Application Form" means a proposal, registration form, quotation or other similar object describing the agency Services;
- 1.4 "Services" means the agency services as described in the Application Form;
- 1.5 "Property" means the property which belongs to the Landlord and is to be let to the Tenant;
- 1.6 "Tenant" means the person contracted to rent the Property;
- 1.7 "Tenancy" means the period for which the Tenant is contracted to rent the Property;
- 1.8 "Fees" means the agency commission due to the Agent from the Landlord for providing the Services;
- 1.9 "Deposit" sum of money held by The Deposit Protection Service (DPS) on behalf of the Tenant for the period of the Tenancy to cover any dilapidations or shortfall in rent;
- 1.10 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;
- 1.11 "Agreement" means the contract between the Agent and the Landlord for the provision of the Services incorporating these Terms and Conditions;
- 1.12 "Mediator" is the party nominated to resolve a dispute between the Agent and the Landlord.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Landlord and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall be attached to any Application Form and signed and returned to the Agent by the Landlord.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3 APPLICATION FORM

- 3.1 The Application Form is attached to these Terms and Conditions.

- 3.2 The Application Form shall remain valid for acceptance for a period of 14 days.
- 3.3 The Application Form must be accepted by the Landlord in its entirety.
- 3.4 The Agreement between the Agent and the Landlord, incorporating these Terms and Conditions, shall only come into force when the Agent confirms acceptance in writing to the Landlord.

4 SERVICES

- 4.1 The Services are as described in the Application Form.
- 4.2 Any variation to the Services must be agreed by the Agent in writing.
- 4.3 The Services shall commence and finish on the dates specified on the Application Form unless terminated according to the terms of this Agreement.
- 4.4 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

5 PRICE AND PAYMENT OF FEES

- 5.1 The price for Services is as specified in the Application Form and is exclusive of VAT where applicable and any other charges as outlined in that document.
- 5.2 The terms for payment are as specified in the Application Form.
- 5.3 The Agent shall pay the rental payments for the Property to the Landlord monthly in accordance with the terms set out in the Application Form.
- 5.4 The Agent shall deduct the Fees and any other expenses incurred by the Agent on behalf of the Landlord prior to making over rental payments as described in Condition 5.3.
- 5.5 Where there are sums due to the Agent that have not been deducted in terms of Condition 5.3 the Landlord must settle all payments for Services within 7 days from the invoice date.
- 5.6 The Landlord will pay interest on all late payments at a rate of 5% per annum above the base lending rate of Svenska Handelsbanken AB (publ).
- 5.7 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Landlord where any payment due to the Agent is late.
- 5.8 The Landlord is not entitled to withhold any monies due to the Agent.
- 5.9 The Agent is entitled to vary the price to take account of:
- 5.9.1 any additional Services requested by the Landlord which were not included in the original Application Form;
- 5.9.2 any reasonable increase in hourly, daily or set rates, if applicable;
- and any variation must be intimated to the Landlord in writing by the Agent.
- 5.10 In the event that the Landlord seeks to cancel the Agreement for Services the Landlord shall be responsible to pay the Agent a cancellation fee equal to the equivalent in agency fees for a period of 1 month in terms of the existing Tenancy agreement.

6 TENANCY AGREEMENT

Unless otherwise instructed by the Landlord, the Agent shall provide a standard tenancy agreement for the Tenancy and the Landlord shall meet the fees for drawing up this document as stipulated in the Application Form. Should the Landlord wish to instruct their own solicitor to provide a Tenancy Agreement they shall be liable to meet the expenses incurred in this respect.

7 LANDLORD OBLIGATIONS

- 7.1 The Landlord agrees to co-operate with the Agent as may be required.
- 7.2 If appropriate, the Landlord agrees to obtain permission from his/her mortgage company to let the Property and shall provide written proof to the Agent that this permission has been obtained.
- 7.3 The Landlord agrees to notify his/her insurance company of their intention to let the Property and maintain such cover as is necessary throughout the period of the Agreement.
- 7.4 The Landlord authorises the Agent to negotiate with the insurance company in respect of any claim and agrees to pay any fees for such work as will be determined by the Agent.
- 7.5 The Landlord authorises the Agent to carry out any repairs, maintenance work or incur any other relevant costs as the Agent deems necessary up to the limit of £1,000 per property each month of the Agreement.
- 7.6 The Landlord shall notify all relevant authorities and service providers of the Agent's interest prior to the Agreement commencing.
- 7.7 The Landlord shall not have any utility services disconnected prior to the start of the Tenancy.
- 7.8 The Landlord shall remain responsible for the security and well-being of the Property during vacant periods.
- 7.9 The Landlord undertakes to take all necessary steps to ensure compliance with the relevant statutory undertakings including local authority House In Multiple Occupancy management regulations.
- 7.10 The Landlord must provide the Agent with a comprehensive inventory listing the contents and condition of the Property or meet the costs of the Agent preparing such a document.
- 7.11 The Landlord authorises the Agent to arrange for all legally required safety certificates to be renewed when due and for any related maintenance to be undertaken to ensure compliance with current regulations and legislation.

8 AGENT OBLIGATIONS

- 8.1 The Agent shall supply the Services as specified in the Application Form.
- 8.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- 8.3 The Agent shall take all reasonable steps to ensure the suitability of Tenants, including carrying out 'right to rent' immigration checks if applicable, obtaining appropriate references and evidence of identification and employment if applicable, but does not accept any responsibility for the ultimate conduct of any Tenant.
- 8.4 The Agent shall endeavour to collect all rents on their due date but cannot be held liable for non-payment or late payment of rent and the Landlord is advised to hold adequate insurance policies to cover such situations should they arise.
- 8.5 The Agent shall notify the Landlord as soon as is reasonably practicable of any breach by the Tenant of any terms of the Tenancy agreement but the Landlord is responsible for pursuing any remedy against the Tenant including the costs of any legal action.
- 8.6 The Agent shall obtain a Deposit of at least 1 months' rent from the Tenant on behalf of the Landlord prior to the commencement of the Tenancy which shall be deposited with the Deposit Protection Service (custodial scheme). At the end of the Tenancy the Agent shall perform an inventory check on the property and notify the Tenant and Landlord of the amount of Deposit due to be returned to the Tenant less any expenses for damaged or missing items,

and, should this figure be agreed by both parties, the Agent shall action payment of this sum to the Tenant.

1. In the event of a dispute between the Landlord and Tenant over the amount of Deposit to be returned the Landlord shall be responsible for seeking resolution to the conflict in terms of the Tenancy Deposit Scheme regulations and shall meet the costs of any such action. If the Agent accepts to act on behalf of the Landlord the Agent shall be entitled to charge a fee to be determined by the Agent at the time of the additional work.
2. The Agent shall serve all appropriate statutory notices in relation to and for the duration of the Tenancy.
3. The Agent belongs to an approved redress scheme for dealing with complaints brought by customers, namely The Property Ombudsman Scheme.

9 PROPERTY MISDESCRIPTION

It is the Landlords responsibility to check the descriptions of the Property in the schedule provided by the Agent, on the website and on other relevant marketing material and notify the Agent of any amendments required. The Landlord shall indemnify the Agent and any other associated parties against any claim made in respect of any misdescription that arises out of the Landlords failure to adhere to this condition.

10 TERMINATION

- 10.1 Should the Landlord wish to terminate this Agreement for reasons other than those described in Condition 11.3 and Condition 11.5 of these Terms and Conditions the Landlord is required to give the Agent 1 months written notice of the termination with any such notice only being acceptable if a minimum of 6 months has occurred since the start, or re-let, of the existing Tenancy.
- 10.2 The Agent is required to give the Landlord 1 months written notice to terminate this Agreement.
- 10.3 The Landlord may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.
- 10.4 The Agent may terminate the Agreement if the Landlord has failed to make over any payment due within 2 weeks of the sum being requested.
- 10.5 Either party may terminate the Agreement by notice in writing to the other if:
 - 10.5.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - 10.5.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - 10.5.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 10.5.4 the other party ceases to carry on its business or substantially the whole of its business; or
 - 10.5.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 10.6 In the event of termination the Landlord must make over to the Agent any payment for work done and expenses incurred up to the date of termination.

10.7 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11 MEDIATION

11.1 Any dispute arising under this Agreement will be referred to and decided by the Mediator.

11.2 The Mediator will be appointed by application to Property Redress Scheme.

11.3 A party wishing to refer a dispute to the Mediator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Mediator within seven (7) days of this intention being intimated.

11.4 The Mediator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Mediator must reach a decision within twenty eight (28) days of referral or such longer period as the parties may agree.

11.5 During the period of mediation both parties must continue with their obligations as stated in this Agreement.

11.6 The decision of the Mediator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

12 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

13 LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Landlord or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Landlord's claim is first notified.

14 INDEMNITY

The Landlord shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Landlord's breach of any of its obligations under these Terms and Conditions.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 ASSIGNMENT

The Landlord shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

17 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

18 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the

remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

20 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21 CLIENT BANK ACCOUNT INTEREST

The Agent is entitled to all/any interested accrued on all monies held in the Client Bank Account

22 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

23 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

24 RIGHT TO CANCEL

The Consumer Contracts (information, Cancellation and Additional Charges) Regulations (2013)

When you sign this agreement away from our office you have a right to cancel. You have the right to cancel this contract within 14 days without giving a reason. The cancellation period will expire 14 days from the conclusion of the contract.

To exercise the right to cancel, you must inform us, Thorpe & Co Living Ltd by post to Suite 11, 8th Floor, St James House, Pendleton way M6 5FW or email enquiries@thorpeandcoliving.co.uk, of your decision to cancel this contract in a clear statement (e.g., a letter sent by post or email). You may use the attached cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. However, any work undertaken in accordance with this contract prior to the cancellation will be payable Thorpe & Co Living Ltd. and/or their approved contractors.

If you requested to begin the performance of services during the cancellation period, you will be required to pay Thorpe & Co Living Ltd. an amount which is in proportion to what has been

performed until the communication of cancellation of this contract was sent to us, in comparison with the full coverage of the service requested.

Cancellation Form

To: **Thorpe & Co Living Ltd., Suite 11, 8th Floor, St James House, Salford, Pendleton Way, M6 5FW**

I / we* hereby give notice that I / we*cancel my / our* contract for the supply of services as detailed in the letting / sale* agreement relating to the property detailed below, ordered on [insert date of agreement]

Address of the property/
properties: _____

Name of the
consumer(s): _____

Address of the
consumer(s): _____

Signature(s) of the
consumer(s): _____

Date: _____

**delete as appropriate*

APPLICATION FORM

NAME OF AGENT: Thorpe & Co Living Ltd

BUSINESS ADDRESS OF AGENT: Suite 11, 8th Floor, St James House, Salford M5 5FW

REGISTERED COMPANY ADDRESS OF AGENT: Suite 11, 8th Floor, St James House, Salford M5 5FW

NAME OF LANDLORD:

ADDRESS OF LANDLORD:

DESCRIPTION OF SERVICES TO BE SUPPLIED:

- initial consultation
- providing marketing
- managing viewings by appointment
- carrying out 'right to rent' immigration checks
- obtaining tenant references
- drawing up tenancy agreements
- taking initial rent payment with deposit
- register tenant deposit with The Deposit Protection Service (Custodial Scheme)
- completing rental agreement
- transferring utility bills into tenants' name
- drawing up inventory of property contents
- making monthly rental payments to landlord with an account statement
- undertaking regular checks of the property
- dealing with any maintenance issues
- perform Legionella Risk Assessments where required
- arrange for legally required safety certification including Gas Safety, EICR (electrical safety check), PAT (portable appliance test), Fire Alarm and Emergency Lighting and EPC (Energy Performance Certificate) in accordance with current regulations and legislations.

DATE SERVICES COMMENCE:

Property sourcing fee	2.4% of purchase price (minimum £3,000) including VAT
Property management - Up to 9 properties	12% of rental income (or by separate negotiation)
New tenant/let fee including referencing and documentation	72% of the first month's rent (60% for students)
Deposit Registration	£60 per tenancy
Successful rent increase negotiations	£60
Tenancy renewal fee	£150
Housekeeping/cleaning	First hour £48, £24 per half hour thereafter

SERVICES END: Until further notice as specified in this agreement

AGENCY FEES

Building works and Maintenance	First hour £72, £36 per half hour thereafter plus materials (or by separate negotiation)
Project management/oversee refurbishments	18% of cost of works (or by separate negotiation)
24 Hour Tenant Emergency Call Line	£288 per annum per property under management
Income Expenditure Report per property	£180
Assisting with insurance claims	£300 per claim
HMO Licence Application	£420
Holding HMO Licence	£600

Please note:

All of the above fees are inclusive of VAT. Third party contractors may make financial contributions to our marketing budget. These contributions may be linked to the level of business awarded to them.

SERVICES PAYMENT TERMS: On date of invoice

RENT PAYMENT TERMS: Monthly - on or around the 28th of the month

DETAILS OF PROPERTY/PROPERTIES:

And any other properties as instructed by the landlord in future

ADDITIONAL/SPECIAL TERMS:

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

<p>Signature: Thorpe & Co Living Ltd</p>
<p>For and on behalf of Thorpe & Co Living Ltd</p>

Thorpe & Co Living Ltd
Suite 11, 8th Floor, St James House,
Pendleton Way, Salford M5 5FW

VAT No 283379664 Company Registration No. 13575905

<p>Signature:</p>
<p>Name of Landlord</p>



THORPE & CO.
PROPERTY GROUP