

## Lettings Agency Appointment Form

### **Agent's details**

1. Agent's name: << >>
2. Agent's address: << >>
3. Agent's office telephone number: << >>
4. Agent's out of hours/emergency telephone number: << >>
5. Agent's fax number: << >>
6. Agent's email address: << >>

### **Owner's details**

7. Owner's name: <<If ownership is joint include both sets of details>>
8. Owner's address: << >>
9. Owner's daytime telephone number: << >>
10. Owner's mobile telephone number: << >>
11. Owner's email address: << >>

### **Property details**

12. Property name: << >>
13. Property address: << >>
14. Description of Property:
  - a) [house] [bungalow] [flat – ground floor] [flat – above ground level (with lift)] [flat – above ground level (no lift)]
  - b) Number of bedrooms: << >>
  - c) Description of bedrooms: <<e.g. one double, one single>>
  - d) Number of family bathrooms: << >>
  - e) Number of en-suite bathrooms: << >>
  - f) Number of reception rooms: << >>
  - g) Kitchen facilities: [full-sized oven and hob] [small oven and hob] [microwave] [dishwasher] [washing machine] [tumble dryer] [washer dryer] [<<other>>]
  - h) Outside space: [private garden] [shared garden] [yard] [balcony]
  - i) Suitable for disabled tenants: [yes] [no]
  - j) Parking: [garage for << >> car(s)] [off-street parking for << >> car(s)] [on street]
  - k) Other features: << >>
15. Shared facilities/amenities: <<e.g. use of tennis courts, residents' gym>>
16. Maximum number of occupiers: << >>

**Abstract:** The purpose of this study was to explore the experiences of nurses who provide care to patients with dementia. The study was conducted in a hospital setting. The results of the study indicate that nurses experience a range of challenges when caring for patients with dementia, including communication difficulties, behavioral problems, and safety concerns. The study also identified several strategies that nurses use to manage these challenges, such as using communication aids, providing structure and routine, and ensuring a safe environment. The findings of this study have implications for the development of training and support for nurses who care for patients with dementia.

## Lettings Management Terms & Conditions

These Terms and Conditions are read in accordance with the Letting Agency Appointment Form and apply when a Letting Agency ("Agent") is appointed to secure the letting of a residential property or an associated short-term lettings and to manage the property during the tenancy. The Terms and Conditions form the basis of the Tenant's contract with the Agent as shown and their validity before signing the Appointment Form.

### 1. Definitions

|                              |  |
|------------------------------|--|
| <b>"Agency Form"</b>         | means the Introduction Form and the Management Form;   |
| <b>"Appointment Form"</b>    | means the form to be completed and signed by the Tenant and the Agent in order to appoint the Agent as agent;  |
| <b>"Applicable Tenancy"</b>  | means those tenancies in England based in section 84 of the 1988 Act;  |
| <b>"Commission"</b>          | means the sum of the letting Commission fee as the fee may be for the Renewal Commission and the Management Commission which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract;   |
| <b>"Contract Form"</b>       | means the contractual terms of the building in which the Property Form is put and which the Tenant has an estate or interest;  |
| <b>"1988 Act"</b>            | means the Law of Human Habitation Act 1988;  |
| <b>"Habitat Regulations"</b> | means the Housing Health and Safety Rating System (England) Regulations 2001 or if the Property is in Wales the Housing Health and Safety Rating System (Wales) Regulations 2006;  |
| <b>"Introduction Form"</b>   | means the printed wording on the back the contract under the form and wording when a tenancy agreement is agreed in relation to the Property;  |
| <b>"Letting Commission"</b>  | means (i) with reference to 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- (2) unless otherwise stated in the Appointment form, the Owner shall not during the Agency Period appoint any other person as the Owner's agent for the purposes mentioned in clause 1.1.

## 5. The Agent's duties

- (1) The Agent shall market the Property for letting on an assured shorthold tenancy as a matter of fact.
- (2) Without prejudice to the generality of clause 1.1, the Agent shall prepare particulars of the Property, including a written description, 2 colour formatted and photographic and, once the particulars have been approved by the Owner, the Agent shall include them in its printed advertising materials and add them to its website.
- (3) The Agent shall give the Owner advice on the Property's rental value.
- (4) The Agent shall
  - (4.1) if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing and
  - (4.2) ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.
- (5) The Agent will be unable to market the Property unless a valid EPC is available and either
  - (5.1) the Property has an energy efficiency rating between A and D included, or
  - (5.2) a valid exemption has been registered on the National EPC Certificate Register and remains in force.
- (6) The Agent shall
  - (6.1) if requested by the Owner and at the Owner's cost, arrange for gas and electrical safety checks to be carried out in order to comply with the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1986 and
  - (6.2) ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing report before they occupy the Property.
- (7) If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HSE Regulations the Agent shall either
  - (7.1) advise the Owner of the hazards and the steps that need to be taken, or
  - (7.2) recommend that the Owner seek advice from a suitably qualified person.
- (8) The Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property
  - (8.1) in order to minimise the hazards specified in HSE Regulations,
  - (8.2) in response to a notice or order issued by the local authority under the HSE Regulations.
- (9) Subject to clause 1.1, if it appears to the Agent that the Property, under Common Law, can not "be fit human habitation" as defined in the HSE Act or at any time during the tenancy, the Agent shall either

|                                 |  |
|---------------------------------|--|
| <b>"Agency Agreement"</b>       | means an irrevocable authority irrevocably vested in the Agent in relation to the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, an irrevocable authority irrevocably vested in the Agent for the whole term of the tenancy agreement).  |
|                                 | ( <i>for example, see clause 4</i> )   |
| <b>"Agency Period"</b>          | means the period starting when a tenancy agreement is agreed in relation to the Property and ending when the contract is terminated.   |
| <b>"Agent"</b>                  | means the owner of the Property.   |
| <b>"Property"</b>               | means the property identified in the Appointment Form.   |
| <b>"Business Interest Date"</b> | means the business interest for letting Agency Work and Property Management Work (Appointment is falling in a business day (England) under 2006).  |
| <b>"Renewal Authority"</b>      | means an irrevocable authority irrevocably vested in the Agent in relation to the Property for the year commencing on the expiry of a tenancy agreement (or, if the replacement tenancy agreement has a fixed term of less than a year, an irrevocable authority irrevocably vested in the Agent for the whole term of the replacement tenancy agreement). |
|                                 | ( <i>for example, see clause 4</i> )   |
| <b>"Rent"</b>                   | means the rent payable by a tenant of the Property under a tenancy agreement.  |
| <b>"Security Deposit"</b>       | means a security deposit received from a tenant in respect of possible breaches of the tenant's obligations in the tenancy agreement.  |

- 1.1 Any reference in these Terms and Conditions to "writing" or "written representation" includes a reference to any communication effected by e-mail, text, video, facsimile transmission or similar means.
- 1.2 Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, as inserted or extended at the relevant time.
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.

## 2. Appointment of Agent

- 2.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties referred to in clause 3.

- 5.10.1 advise the Owner of the state of the Property under Common Parts and the steps that need to be taken to put and keep the Property under Common Parts in a state that is fit for human habitation as defined in the 1980 Act; or
  - 5.10.2 recommend that the Owner seek advice from a suitably qualified person.
- 5.11 Subject to clause 5.12, the Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property under Common Parts and all elements required for those works from any third party have been obtained)
  - 5.11.1 in order to put and keep the Property under Common Parts in a state that is fit for human habitation in accordance with the 1980 Act;
  - 5.11.2 in response to a notice, complaint or reports issued by the tenant in relation to the Property under Common Parts;
  - 5.11.3 in response to any claims or proceedings issued by the tenant under the 1980 Act; and
  - 5.11.4 in order to comply with an order issued by the courts under the 1980 Act.
- 5.12 Clauses 5.11 and 5.13 above shall only apply to Applicable Tenancies.
- 5.13 The Agent shall, if requested by the Owner and at the Owner's cost
  - 5.13.1 arrange for the installation of any smoke and carbon monoxide alarms required under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;
  - 5.13.2 check that each alarm is in proper working order on the day a new tenancy begins;
  - 5.13.3 carry out any remedial action specified in a remedial notice relating to the Property issued under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- 5.14 The Agent shall deal with enquiries from potential tenants, arrange and record viewings and keep the Owner informed of the outcome of all enquiries and viewings.
- 5.15 The Agent shall take as appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement and shall forward the references to the Owner.
- 5.16 The Agent shall, in the event that sections 36-37 of the Immigration Act 2014 are in force in relation to the area in which the Property is situated, ensure compliance with the requirements of sections 36-37 of the Immigration Act on behalf of the Owner and that in particular
  - 5.16.1 obtain from the proposed tenant and from any landlord agent or agent of the Property the information and documentation required in order to carry out "right to rent" checks on them;
  - 5.16.2 carry out "right to rent" checks in accordance with all relevant Home Office Codes of Practice and guidance;
  - 5.16.3 report the outcome of these checks to the Owner as soon as possible.
- 5.17 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for
  - 5.17.1 an inventory of the Property (to include a photographic schedule of condition) to be prepared by an independent inventory clerk;



- 1.16.1 The members shall be invited to a "check-out" with the tenant whereby the contents of the inventory are confirmed by the tenant and
- 1.16.2 the members shall be invited to a "check-out" with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory and a report (including a photographic schedule of condition) is prepared for the tenant.
- 1.17 The Agent shall prepare an agreed checklist tenancy agreement for signature by the proposed tenant and shall obtain the tenant's approval of the draft agreement.
- 1.18 The Agent shall sign the tenancy agreement on behalf of the tenant if the tenant instructs the Agent to do so.
- 1.19 The Agent shall not permit the tenant to occupy the Property until the tenant has:
  - 1.19.1 signed the tenancy agreement;
  - 1.19.2 paid to the Agent in cleared funds the first month's rent;
  - 1.19.3 paid to the Agent in cleared funds a Security Deposit equivalent to six weeks' rent and
  - 1.19.4 provided a signed standing order form for future payments of rent to the Agent.
- 1.20 If so requested, the Agent shall provide the Security Deposit in accordance with the relevant provisions of the Housing for 2000 (and subsequent consolidated/amended) (the deposit protection scheme (DPS) (www.dps.co.uk)), the tenancy deposit scheme (TDS) (www.tds.co.uk).
- 1.21 The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing for 2000.
- 1.22 The Agent shall within 14 immediately after completion of the tenancy agreement provide the tenant with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England" or if the Property is in Wales the Welsh Government's publication "Y Ffôn i'r Ffôn: Bwrdd Bwrdd - a ffôn i'r ffôn".
- 1.23 Subject to the Agent providing the necessary information (such as the names of the provider and the relevant account numbers) the Agent shall notify the local authority (Council) the Department and any utility companies and other service providers of the details of the new tenant.
- 1.24 Subject to the Agent being in funds (either by way of a float provided by the tenant or through rent paid by the tenant) the Agent shall pay outgoings relating to the Property on the following basis:
  - 1.24.1 the Agent shall not pay outgoings which had to be paid by the tenant in occupation of the Property such as Council Tax, utility bills and charges for other services such as telephone and broadband but the Agent shall pay such charges (other as they relate to a period when the Property was unoccupied);
  - 1.24.2 the Agent shall pay ground rent, service charge and other sums due to the tenant's landlord or the landlord's managing agent or any management company.

- 1.15 The Agent shall within 10 10 days after the end of each month during the Management Period and for as long as necessary thereafter send to the Owner a statement setting out, in relation to the Property:
  - 1.15.1 all fees received;
  - 1.15.2 all expenses incurred;
  - 1.15.3 the Commission due to the Agent and
  - 1.15.4 the amount held by the agent as a float for that month.
- 1.16 Having sent the statement to the Owner the Agent shall retain:
  - 1.16.1 the Commission and
  - 1.16.2 such amount of cash as is required to top the float up to its normal amount, say \$50k
 and send the balance to the Owner within 10 10 days.
- 1.17 If there are insufficient funds to pay the Commission or to top up the float the Agent shall notify the Owner of the cash required from the Owner.
- 1.18 If:
  - 1.18.1 a tenancy agreement is terminated pursuant to a break clause; or
  - 1.18.2 a tenant vacates the Property before the end of a period for which a fixed Commission has been paid
 the Agent shall refund to the Owner a proportionate part of the ending Commission or as the case may be the Reduced Commission within 10 10 days of the event creating the Property.
- 1.19 The Agent shall make a number of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 1.20 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential letting and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
- 1.21 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.
- 1.22 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 1.23 Subject as provided in these Terms and Conditions and to any direction which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

## 6. The Owner's Commitments

- 6.1 The Owner confirms that they are the owners of the Property and are entitled to let it out on an assured shorthold tenancy. In particular the Owner confirms that:



- 1.18.1 the Agent shall pay the Owner's premiums for insurance of the Property that the Agent is not able to arrange insurance cover for the Owner;
  - 1.18.2 the Agent shall not make any payment unless it has received an invoice or demand;
  - 1.18.3 the Agent shall be entitled to accept and pay invoices and demands that appear to be valid;
  - 1.18.4 the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.
- 1.19 The Agent shall demand and receive rent on behalf of the Owner in accordance with the terms of the tenancy agreement.
- 1.20 If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three written notices.
- 1.21 The Agent shall inspect the Property every six months and shall report its findings to the Owner.
- 1.22 The Agent shall, if requested by the Owner and at the Owner's cost, conduct more frequent inspections of the Property (for example photos of the Property from the inspecting agent) and shall report its findings to the Owner.
- 1.23 The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 1.24 The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- 1.25 The Agent shall be responsible for the day-to-day management of the Property, including minor repairs, maintenance and replacement, on the following basis:
  - 1.25.1 the cost of any maintenance, repair or replacement shall be borne by the Owner;
  - 1.25.2 if the cost of the work or any one incident is less than £100 per annum, e.g. £500, the Agent may arrange for the work to be done without reference to the Owner;
  - 1.25.3 if the cost of the work or any one incident is £100 per annum, e.g. £500 or more the Agent shall contact the Owner to obtain permission to proceed with the work;
  - 1.25.4 if the work needs to be done urgently and it is not practicable to obtain the Owner's permission the Agent may arrange for the work to be done without the permission of the Owner;
  - 1.25.5 the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing in excess of £100 per annum, e.g. £500.
- 1.26 The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).

- 6.1.1 any consent required from a freeholder or superior landlord under the terms of the Tenant's lease;
  - 6.1.2 any consent required from the Tenant's mortgagee; and
  - 6.1.3 any consent required from the Tenant's insurers;
- has been obtained or will be obtained before any consent agreement is signed.
- 6.2 The Tenant shall provide the Agent with two sets of keys to the Property and confirm that the Agent may make further copies of the keys as necessary.
  - 6.3 The Tenant shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.
  - 6.4 The Tenant understands that it acts as a landlord under the Gas Safety (Installation and Use) Regulations 1989, in particular:
    - 6.4.1 the Tenant shall employ a competent person who:
      - (a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer which must be less than 12 months old; or
      - (b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work at the cost of the Tenant;
    - 6.4.2 the Tenant shall before the expiry of the previous annual safety check that only if the report is to remain in compliance after the safety check, either:
      - (a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
      - (b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work at the cost of the Tenant before the expiry date.
  - 6.5 The Tenant understands that it acts as a landlord under the Electrical Equipment (Safety) Regulations 1989, in particular:
    - 6.5.1 the Tenant shall ensure that all electrical equipment provided by the Tenant at the Property complies with the Regulations; and
    - 6.5.2 the Tenant shall provide the Agent with a certificate from an electrician who is registered with a government approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.
  - 6.6 The Tenant understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Tenant shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property at the cost of the Tenant.
  - 6.7 If the Property has an energy efficiency rating of F or if the Tenant shall ensure that a valid exemption has been registered on the National EPC Exemptions Register and remains in force.
  - 6.8 The Tenant is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1984. The Tenant shall comply with those obligations.
  - 6.9 The Tenant is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Tenant shall take reasonable steps to minimise

records at the Property and shall comply in a timely manner with any notice or order issued by the local authority;

- 6.10 The Owner is aware of the extensive obligations placed on residential landlords by the 2015 Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, requirement or proceedings issued by the council. The Owner will also comply with any orders issued by the courts under the 2015 Act.
- 6.11 The Owner understands that there is a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 in particular:

6.11.1 the Owner shall before a tenancy begins either:

- (a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
- (b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner);

6.11.2 the Owner shall either:

- (a) check that each alarm is in proper working order on the day a new tenancy begins; or
- (b) instruct the Agent to conduct such a check (at the cost of the Owner);

6.11.3 the Owner shall either:

- (a) carry out any remedial action specified in a remedial notice relating to the Property issued under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or
- (b) instruct the Agent to carry out such remedial action (at the cost of the Owner);

- 6.12 The Owner shall pay to the Agent in accordance with these Terms and Conditions:

6.12.1 the Commission; and

6.12.2 any other charges identified in the Appointment form or otherwise agreed between the Owner and the Agent.

- 6.13 If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.

- 6.14 At the commencement of a tenancy the Owner shall provide the Agent with a float of £1,000 net amount, e.g. £1000 is net expenditure on behalf of the Owner.

- 6.15 When requested by the Agent the Owner shall add further sums of money to the float so that it remains at £1,000 net amount, e.g. £1000.

- 6.16 The Owner shall pay interest on Commission that is overdue by interest gross period (e.g. 1% day or more at the rate of - e.g. 3% per year above the base lending rate of Barclays Bank plc from the due date until the date of payment).

- 6.17 The Owner shall notify the Agent if the Owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the New Resident Landlord scheme operated by HM Revenue & Customs.

- 6.18 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in

Agency Period: the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled to giving not less than 14 (14) months written notice to the Agent within 14 (14) days after the notice from the Agent was given to terminate the contract.

#### **6. Renewal or Continuation of Tenancy**

- 6.1 The Agent shall consult the Owner and the tenant before the end of the term of the tenancy agreement is completed whether the parties wish to extend the tenancy period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.
- 6.2 If the tenant remains in occupation after the expiry of the original tenancy agreement:
  - 6.2.1 the Renewal Commission shall become payable in place of the letting commission; and
  - 6.2.2 the Management Commission shall if the contract has not been terminated under clause 5 remain payable.
- 6.3 The Renewal Commission is payable:
  - 6.3.1 in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and
  - 6.3.2 where the original tenant or one of the original joint tenants remains in occupation of the Property.

#### **7. Complaints and Redress**

- 7.1 In accordance with the Redress Scheme under the Agent is a member of a redress scheme for dealing with complaints.
- 7.2 The name of the Agent's redress scheme is (the Property Ombudsman) (the Property Redress Scheme).
- 7.3 A copy of the Agent's complaints handling procedure may be obtained on request.

#### **8. Client Money**

- 8.1 In accordance with the Client Money Protection Scheme for Property Agents (implemented in February 2014) introduced via Regulations with the Agent is a member of a government approved client money protection scheme.
- 8.2 The name and address of the Agent's client money protection scheme is (client name and address of client money protection scheme) (14)
- 8.3 A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

#### **9. Nature of Agreement**

- 9.1 The contract between the Owner and the Agent is governed by the parties and neither party may assign, mortgage or charge (otherwise than by creating charges or sub-

advising the proceedings) which it may incur by reason only of its being held out as the Owner's agent.

## 6. Duration and Termination of Agency Contract

- 6.1 The contract between the Owner and the Agent shall come into force on the date specified in the Appointment Form and shall continue until terminated, subject to the following provisions.
- 6.2 During the Introduction Period either party may terminate the contract by giving to the other not less than ~~1 month~~ notice period, e.g. "1" month within notice, or upon or at any time after the end of the first (e.g. "6 months") of the Introduction Period.
- 6.3 Upon the termination of the contract between the Agent and the Owner during the Introduction Period:
  - 6.3.1 the Agent shall cease to promote, market, advertise or solicit business for the Property;
  - 6.3.2 the Selling Commission shall be payable if a tenancy is granted in a tenor introduced by the Agent that shall not be payable otherwise;
  - 6.3.3 clause 5.2 (Reward or Continuation of Tenancy) shall continue to apply if a tenancy is granted in a tenor introduced by the Agent that shall not apply otherwise;
  - 6.3.4 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss except agreed commission.
- 6.4 During the Management Period either party may terminate the contract by giving to the other not less than ~~1 month~~ notice period, e.g. "1" month within notice, or upon or at any time after the end of the first (e.g. "6 months") of the term of the tenancy agreement.
- 6.5 Upon the termination of the contract between the Agent and the Owner during the Management Period:
  - 6.5.1 the Agent shall cease to manage the Property;
  - 6.5.2 the Management Commission shall cease to be payable;
  - 6.5.3 Selling Commission shall become payable in full upon each tenor being given for the monthly maintenance paid prior to termination;
  - 6.5.4 clause 5.2 (Reward or Continuation of Tenancy) will continue to apply;
  - 6.5.5 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss except agreed commission.
- 6.6 The right to terminate the contract given by this clause 6 shall not preclude any other right or remedy of either party in respect of the breach concerned if any or any other breach.
- 6.7 If at any time contract as defined in Section 2(1) of the Income and Corporation Taxes Act 1988 of the Agent is assigned by one person or group of connected persons (as defined in Section 2(1) of that Act) not having control of the Agent at the start of the

transfer any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

- (c) These Terms and Conditions together with the Apartment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.
- (d) Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other promise except as expressly provided in these Terms and Conditions or the Apartment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (e) No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no action by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- (f) If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

## 10. Notices and Service

- (a) Any notice or other information required or authorized by these Terms and Conditions to be given by either party to the other shall be given by:
  - (i) delivering it by hand;
  - (ii) sending it by pre-paid registered first class post; or
  - (iii) sending it by e-mail, video, cable, facsimile transmission or comparable means of communication;to the other party at the address given in clause 11.4.
- (b) Any notice or information given by post in the manner provided by clause 10.1.2 which is not returned to the sender or undelivered shall be deemed to have been given on the 11<sup>th</sup> day after the date the envelope containing it was so posted, and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- (c) Any notice or information sent by e-mail, video, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent or provided in clause 10.1.2 to the other party at the address given in clause 11.4 within 48 hours after transmission.
- (d) Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

**19. VAT**

These Terms and Conditions and Appointment Form shall be subject to the Agent's then published list of VAT and conditions of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Owner of the change.

**20. Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.

**21. Governing Law**

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

Agreed by Owner (or authorised signatory)

\_\_\_\_\_

Date

Agreed by Agent (or authorised signatory)

\_\_\_\_\_

Date