

# RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS



These terms set out the Agreement between 'you' the Landlord(s) and The Chancellors Group of Estate Agents Ltd (CGEAL) 'us

## PART 1 – YOU – THE LANDLORD

<b>CLIENT 1</b> Title: Forename(s): Surname: Address: Mobile: Other: Email: Bank Account Name: Bank Name: Account Number: Sort Code:	<b>CLIENT 2</b> Title: Forename(s): Surname: Address: Mobile: Other: Email: Bank Account Name: Bank Name: Account Number: Sort Code:
<b>CLIENT 3</b> Title: Forename(s): Surname: Address: Mobile: Other: Email: Bank Account Name: Bank Name: Account Number: Sort Code:	<b>CLIENT 4</b> Title: Forename(s): Surname: Address: Mobile: Other: Email: Bank Account Name: Bank Name: Account Number: Sort Code:
<b>MAIN CONTACT</b> Name: Email:	Mobile: Landline: (Home) Landline: (Business)

### ANTI MONEY LAUNDERING REGULATIONS

We require documents as evidence of your identity (photographic and address) when taking instructions to market your property. If adequate identification has not been fully provided at any point during the term of this contract we may be restricted by law from fully implementing your instructions and therefore, we reserve the right to cease marketing but you will remain bound by the terms of the Agency agreement documented here.

### PERSONAL INTEREST

Under Section 21 of The Estate Agents Act 1979 we are required to disclose any family relationship or business association between you and any of our employees within the Chancellors Group of Estate Agents Limited or its group companies. Please advise now or in the future of any such relationship so we can ensure this is disclosed as required. Are you currently aware of any such relationship?

No:  Yes:  Name of related Employee: \_\_\_\_\_ Please state relationship: \_\_\_\_\_

### DATA PROTECTION

We need your consent to tell you about services that will enable you to consider all of your options in order to make your property transaction as smooth and economic as possible and also to check that your ongoing property related arrangements will meet your expectations. Please tick this box so that we have your consent to use the contact details you have provided to discuss your options, at no cost to you. Yes

If you chose to manage the property yourself once you have accepted an applicant's offer, we will pass your contact details to all tenants and guarantors for future management of the tenancy.

E-mail: If you provide an email address that we can contact you on, we can keep you updated quickly and simply with issues relating to your property. Once let, this enables us to email accounting information regularly and you will have password protected access via the internet to your account with us. For further information on CGEAL services, please visit [www.chancellors.co.uk/pdf/e-services.pdf](http://www.chancellors.co.uk/pdf/e-services.pdf)

### CONSENT TO LET

By signing this contract and any subsequent tenancy agreement you warrant that you are the sole owner(s) of the property as recorded at the Land Registry

By ticking this box you are stating that, although you are not the owner of the above property(ies), you warrant, represent and undertake to CGEAL that you have authority to sign this contract and any subsequent tenancy agreement on the owner's behalf. You also commit to provide appropriate evidence of authority to sign this contract and any subsequent tenancy agreement on the owner's behalf such as: Power of Attorney, Appointment as Agent for Owner or Appointment as Trustee

You understand that the [Guide to Landlords](#) applies to this agreement and you agree to be bound by it as an addendum to this agreement and by signing these terms you agree to be personally responsible for all fees and charges due.

Consent to Let- By signing this agreement, you agree that, before we provide you with any of our services you must obtain permission, if applicable, from your mortgage lender, your head lease and/or your insurance company. You must also inform us of any conditions or restrictions imposed by any of these so that they can be incorporated in the Tenancy Agreement.

## PART 2 – PROPERTY TO BE MARKETED

Address:

Leasehold  / Freehold  Initial Marketing Price £ \_\_\_\_\_ Reject Offers without further consent below £ \_\_\_\_\_

### CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR) (Please see section 18 of the Terms and Conditions for definition and further details)

Please confirm whether there is any adverse Material Information that should be disclosed to prospective tenants:

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## PART 3 - AGENCY TYPE *(Please see section 1 of the Terms and Conditions for definition and further details)*

Sole Letting Rights	<input type="checkbox"/>	We are the only agent marketing your property and if you let your property in any way we are entitled to a fee.
Joint Sole Agency	<input type="checkbox"/>	We work alongside one other agent and share our fee with them. The fee will be shared with Joint Agent named _____ on a _____ / _____ basis. The successful agent will get the larger % and you will be held liable to pay the proportion to us.
Multiple Agency	<input type="checkbox"/>	We work in competition with other agents or alongside you as the Landlord and only charge a fee if we are the successful agent who lets the property.

## PART 4 - AGENCY PERIOD *This only applies to Sole Letting Rights and Joint Sole Agency*

You appoint us for the "Agency Period". The Agency Period will commence on the date that these terms are signed by the Landlord and will extend to \_\_\_\_\_ weeks after the 1st day that the Property is able to be marketed in compliance with current legislation and will continue thereafter unless terminated. This agreement cannot be terminated within the Agency Period, thereafter this agreement may be terminated by either you or us, upon 28 days' prior written notice to the other.

After \_\_\_\_\_ weeks of marketing we will review the marketing strategy of the property.

## PART 5 - SERVICE AND FEE *All fees and charges attract VAT - see our [Landlords Guide](#) and [Referral Facts Guide](#) for full information and transparency on our fees and charges*

SERVICES	TENANT FIND ONLY – 12% + VAT (Bronze Service)	TENANCY MANAGEMENT – 12% + VAT (Silver Service)	TENANCY MANAGEMENT – 13% + VAT (Silver Plus Service)	TENANCY MANAGEMENT & PROPERTY MANAGEMENT – 16% + VAT (Gold Service)	TENANCY MANAGEMENT & PROPERTY MANAGEMENT – 17% + VAT (Gold Service Plus)	TENANCY MANAGEMENT & PROPERTY MANAGEMENT – 18% + VAT (Platinum Service)
	Market Property	✓	✓	✓	✓	✓
Secure application to rent	✓	✓	✓	✓	✓	✓
Negotiate tenancy renewal <i>(where selected or applicable)</i>	✓	✓	✓	✓	✓	✓
Tenant deposit handling (TDS) <i>(where selected or applicable)</i>	✓	✓	✓	✓	✓	✓
<b>£0 DEPOSIT REPLACEMENT SCHEME</b>		✓	✓	✓	✓	✓
Tenant mid-tenancy monitoring		✓	✓	✓	✓	✓
Monthly rent collection with remittance via BACS		✓	✓	✓	✓	✓
Review of rent for each new tenancy or renewal		✓	✓	✓	✓	✓
Periodic tenancy oversight and management		✓	✓	✓	✓	✓
Detailed monthly accounts statements		✓	✓	✓	✓	✓
Automatic notification of rent payment by SMS/email		✓	✓	✓	✓	✓
24/7 Online accounting		✓	✓	✓	✓	✓
Arrange general repairs, gardening, cleaning and maintenance				✓	✓	✓
24/7 Emergency repair service				✓	✓	✓
Quality insured contractors				✓	✓	✓
Automatic notification of repairs by email				✓	✓	✓
Periodic property inspections by local branch team				✓	✓	✓
Organise payment of utilities on behalf of client				✓	✓	✓
Refurbishment & planned maintenance				✓	✓	✓
Dedicated property manager for all post move-in matters				✓	✓	✓
TDS Deposit Dispute administration included				✓	✓	✓
<b>RENT GUARANTEE (guaranteed rent within 10 days)</b>					✓	✓
<b>EVICITION PROTECTION SERVICE</b>			✓			✓
<b>I HAVE OPTED FOR THE FOLLOWING SERVICE</b>						

Short Let Service	<input type="checkbox"/>	There may be occasions when it makes economic sense to let your property for less than 6 months. If you require us to provide this service, our fees for the services above will be 30.00% inc VAT 25.00% plus VAT for our Silver Service and be 34.80% inc VAT 29.0% plus VAT for our Gold Service
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# RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

Marketing Charge	<input type="checkbox"/>	You agree to pay us £	plus VAT (£	including VAT) in advance towards marketing costs.
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Withdrawal Charge	<input type="checkbox"/>	You agree to pay us £	plus VAT, (£	including VAT) on termination of our agreement. This is not payable if a lettings fee is payable. However, other charges may apply
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## PART 6 – OPTIONAL ADDITIONAL MARKETING

All of the above fee options include our standard marketing package. The following additional marketing items are available – all charges for these items are payable in advance and in addition to any withdrawal and marketing charges and include VAT.

Premium Portal Options <a href="#">Click Here</a>	Photographs, 3D Floorplans & 3D Virtual Tours <a href="#">Click Here</a>	Video Showcase Tours <a href="#">Click Here</a>
<input type="checkbox"/> I would like a Rightmove Premium Advert at an additional cost of £150.00	<input type="checkbox"/> I would like 10 professional photographs at an additional cost of £120.00 (included with sole letting rights)	<input type="checkbox"/> I would like an internal video tour at an additional cost of £250.00
<input type="checkbox"/> I would like a Zoopla Premium Advert at an additional cost of £150.00	<input type="checkbox"/> I would like an elevated photograph at additional cost of £100.00	<input type="checkbox"/> I would like an internal and external video tour at an additional cost of £300.00
<input type="checkbox"/> I would like a chancellors.co.uk Premium Advert at an additional cost of £50.00	<input type="checkbox"/> I would like 20 professional photographs at an additional cost of £200.00	<input type="checkbox"/> I would like an internal and external video with drone tour at an additional cost of £350.00
<input type="checkbox"/> I would like all of the above options at a discounted price of £300.00	<input type="checkbox"/> I would like an enhanced 3D floorplan at an additional cost of £50.00	
	<input type="checkbox"/> I would like a 3D interactive virtual tour at an additional cost of £150.00	

## PART 7 – SPECIAL TERMS

Special Terms: The terms agreed between the parties in order to vary any of the above

## PART 8 – TENANT FIND ONLY (BRONZE) PLUS ADDITIONAL SERVICES (complete where Bronze Service selected)

There is an administration charge of £400.00, Inc VAT, chargeable when you instruct us to carry out any or all, of the administration required to put in place a tenancy. This is your share of the cost of considering an application, administering pre-tenancy arrangements, booking and facilitating contractor appointments and preparing documents relating to a Tenancy. Please confirm which areas you instruct us to provide assistance on.

<input type="checkbox"/> Tenancy Agreement	<input type="checkbox"/> Inventory – You will be required to bear the cost of an independent inventory
<input type="checkbox"/> Key Release	<input type="checkbox"/> Deposit Registration (TDS additional charge of £50.00 inc VAT) (please see section 12.1 of the Terms and Conditions for definition and further details)
<input type="checkbox"/> Check-in - You will be required to bear the cost of an independent Check-in and Check-out	

### REFERENCING – I WOULD LIKE REFERENCING

There is a charge of £50, Inc VAT, for each applicant and guarantor that you ask us to take up references for. These references will be administered by us and taken up by a 3rd party referencing specialist on your behalf. As appropriate they will include credit, landlord and employment reference. You will be provided with completed reference reports once completed so that you can consider if they are sufficient to enable you to decide that you wish to enter into a tenancy with the potential tenants. Payment for these references will be due upon commencement of the tenancy or withdrawal from the application by either you or the tenant applicant.

## PART 9 – MANAGEMENT ADDITIONAL SERVICES (complete for all other service levels other than Bronze Service)

There is an administration charge of £250.00, Inc VAT, chargeable when you instruct us to carry any or all of the administration required to put a tenant into place. This is your share of the cost of considering an application, administering pre-tenancy arrangements, booking and facilitating contractor appointments and preparing documents relating to a Tenancy. You will be required to bear the cost of an independent inventory Check-in and Check-Out.

TDS Deposit Dispute Administration- Where not Gold, Gold plus or Platinum Service there is a charge of £150.00 for Tenancy Managed Landlords that require us to raise/respond to a TDS dispute on their behalf. Please see the Tenancy Management section of the Guide to Landlords for additional detail.

TENANCY DEPOSIT SCHEME (TDS) (Please see section D of our [Guide to Landlords](#) for further details). Our charge for the TDS service is £19.98 Inc VAT and is due and payable at the start of the tenancy and on every extension or renewal.

<input type="checkbox"/> I / We instruct Chancellors to register the deposit at £19.98 inc VAT	<input type="checkbox"/> As the Landlord, I / We will register the deposit (please see section 12.2 of the Terms and Conditions for definition and further details)
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### REFERENCING

There is a charge of £50, Inc VAT, for the referencing required with each successful tenancy application where the tenancy is exchanged. These references will be administered by us and taken up by a 3rd party referencing specialist on your behalf. As appropriate they will include credit, landlord and employment reference. You will be provided with completed reference reports once completed so that you can consider if they are sufficient to enable you to decide that you wish to enter into a tenancy with the potential tenants. These references will also be used to decide if we can offer our Rent Guarantee service as part of the potential tenancy. Payment for these references will be due upon commencement of the tenancy.

### £0 DEPOSIT REPLACEMENT SCHEME (please see section 11 of the Terms and Conditions for definition and further details)

Please market my property offering £0 Deposit Replacement Scheme and I confirm I will consider applications from potential tenant(s) proposing to use it

I would like Property Damage Protection. A monthly administration fee of £12.00 inc VAT will be deducted before fees are calculated and landlord payments are made.

## PART 10 – HOUSES IN MULTIPLE OCCUPANCY (HMO's)

Does the property require a HMO License? Y  N  Do you have a license for the property to be occupied as an HMO? Y  N

If 'Y' you confirm a valid HMO license is in place for the property to be occupied and will provide a copy to us.

You also confirm that all conditions of the license have or will be fully complied with prior to the commencement of a Tenancy.

The Number of permitted occupiers is confirmed as: \_\_\_\_\_ Restrictions relating to the HMO are: \_\_\_\_\_ The Renewal date for the HMO is: \_\_\_\_\_

### USES IN MULTIPLE OCCUPATION (HMO) LICENCE APPLICATION

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The Chancellors Group of Estate Agents Ltd can apply for a licence on behalf of a client. The fee for this service:

- £120 Inc VAT on initial application for a Tenancy to the Local Authority plus any fees charged by them. (Managed HMO property by CGEAL)
- £360 Inc VAT on initial application for a Tenancy to the Local Authority plus any fees charged by them. (Non-managed HMO property by CGEAL)
- £120 Inc VAT on renewal of a HMO License plus any fees charged by the Local Authority.

Please apply for a HMO license on my behalf

You agree that once secured they will ensure that all conditions of the license will be complied with prior to the commencement of a tenancy

## PART 11 – SAFETY CHECKS

As part of setting up a new tenancy we will require your specific instructions in relation to the provision of relevant safety documentation. Where the landlord has not chosen our Property Management (our Gold Service and above). In addition to the actual charge from the contractor, after the initial let, there is a charge of £75.00 inc VAT for each order placed.

**Independent Inventory** - An Independent Inventory & Schedule of Condition is strongly recommended. NOTE: compulsory for Oxford City Council HMO'S (Houses in Multiple Occupation). We are unable to hold the deposit for a Tenancy if an Independent Inventory is not available; in this case you, as the Landlord, must make your own arrangements to hold the deposit and register it with an approved Deposit Registration Scheme. (Non-Property Managed Properties only)

**Gas Cert** - It is a legal requirement that the property has a valid gas safety record where the property has gas supply.

**Electrical Safety** - It is a legal requirement that the property has a valid electrical safety record. All appliances supplied by the landlord need to be safe and have manuals made available to the tenant.

**Smoke Alarms** - Due to The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, it is a legal requirement that smoke alarms are present on each floor, including the ground floor entrance lobbies of the Property and are tested prior to the tenant(s) taking occupation.

**Carbon Monoxide** - Due to the amendment in the Smoke and carbon monoxide alarm regulations that it is a legal requirement that in all rooms that are used as living accommodation which contain a fixed combustion appliance such as gas boilers, gas fires but excluding any room where there is only a gas cooker.

**Legionella Testing** - It is a requirement that a risk assessment is carried out, depending on the outcome of the risk assessment a test may be required.

### Gas Supply

The above property does not have a gas supply

Please arrange for a gas certificate on my behalf

As the landlord, you will arrange for the provision of a valid gas safety certificate and will provide it to us and the tenant(s) prior to the tenant(s) taking occupation

### Electrical Safety

#### Electrical wiring

#### Portable appliances

Please arrange for a safety test to be obtained on my behalf

As the landlord you confirm you will arrange for the provision of a test and will provide it us and the tenant(s) prior to the tenant(s) taking occupation

As the Landlord, you confirm that you are satisfied that the electrical appliances are safe and comply with Electrical Safety Regulations 1994 N/A

### Smoke Alarm and Carbon Monoxide Detectors

#### Smoke alarms

#### Carbon monoxide

As the landlord, you confirm that there are relevant detectors/alarms are working and present where required in the property and that you will arrange for these to be served/tested on the first day of the tenancy

Please arrange for the detectors/alarms to be fitted on my behalf and at my expense

Please arrange for the detectors/alarms to be serviced/tested on my behalf and at my expense

As the landlord, you confirm that there are no solid fuel appliances, open fire places or any other appliance requiring carbon monoxide detectors within the property N/A

### Independent Inventory, Energy Performance Certificate and Legionella testing

#### Independent inventory

#### EPC

#### Legionella testing

As the landlord, you confirm that you do not require any of these services

Please arrange for this to be carried out on my behalf and at my expense

As the landlord, you will arrange for these services to be carried out and will provide the report to Chancellors and the tenant(s) prior to the tenant(s) taking occupation (where applicable)

## PARTIES SIGNATURES

In entering into this Agreement, you agree to treat our staff respectfully and cooperative with us to enable us to market the Property under this Agreement. Any threatening, abusive or unreasonable behaviour by you towards our staff shall be considered a material breach of this Agreement, and if such behaviour occurs, we have the right to immediately terminate the Agreement, and/or services provided under the Agreement in whole or part. Abusive behaviour may include swearing and derogatory language in conversations with our staff; such conversations may be oral or in writing. Unreasonable behaviour may include but is not limited to: repeated refusals to take our advice in respect of advertising or maintenance, demands to meet unrealistic timescales, and excessive communication that puts unreasonable pressure on our staff, or any other behaviours that prevent us from effectively marketing the Property or providing ongoing sales or lettings services for you.


To protect the health and wellbeing of our employees, you must inform us if you know or suspect that there is a health and safety concern when accessing the property. You must declare this information on the first page of this Agreement in Part 2 - PROPERTY TO BE MARKETED.

By signing this agreement, you agree that you are personally responsible for all fees and charges due.

## PARTIES SIGNATURES

This document forms a contract on our standard terms and should be read in conjunction with our [Guide to Landlords](#), upon both of which we intend to rely so please read it carefully before signing. If you do not understand any part of this document, you should discuss it with our representative and ask for further information before signing for your own protection.

Client 1:	Signed:	Date:
Client 2:	Signed:	Date:
Client 3:	Signed:	Date:
Client 4:	Signed:	Date:

These Terms of Business are issued for and on behalf of CGEAL Robert Scott-Lee, Managing Director	Signed: 	Date:
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The Chancellors Group of Estate Agents Ltd is a member of the Property Redress Scheme. The Chancellors Group of Estate Agents Ltd is incorporated and registered in England, number 2345397, Registered Office: One Station Square, Bracknell RG12 1QB.

## 1. AGENCY TYPE

1.1. Sole Lettings Rights means you will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances: -

- a) If tenancy agreements for the let of the property are exchanged in the period of during which we have Sole Lettings Rights, even if the tenant was not found by us but by another agent or by any other person, including yourself;
- b) If tenancy agreements for the let of the property are exchanged after the expiry of the period in which we have Sole Letting Rights but to an applicant who was introduced to you during the period or with whom we had negotiations about the property during that period.

1.2. Joint Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed, if unconditional contracts for the let of the Property are exchanged with a tenant introduced and or a tenancy arranged by us or by the Joint Agent during the period of our Joint Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period.

1.3. Multi Agency means that whilst you may choose to market your property with another agent at the same time as us, you will be liable to pay remuneration to us in addition to any other cost or charges agreed, if any unconditional contracts for the let of the Property are exchanged with a tenant introduced and or a tenancy arranged by us during the period of our Agency or with whom we had negotiations about the Property during that period.

## 2. OUR APPOINTMENT

Our appointment as Sole or Joint Sole Lettings Agents is to market your property for our Tenant Find Only or Tenancy Management service and can only be ended if you give us or we give you 28 days written notice and such notice cannot take effect earlier than 28 days before the end of the Agency Period of this agreement. If we, or another party, have arranged a let within the Agency Period which fails to proceed to an exchange of contracts the minimum Agency Period is extended by 28 days.

If a party we have introduced enters into a contract with you for any other property you control or have an interest in, this contract will apply unless agreed otherwise in writing by both parties.

Our Agency Fees are calculated as the agreed percentage of the rental price and this includes any amount agreed for furnishings plus VAT.

These Agency Fees are due upon exchange of contracts and are payable no later than the contractually agreed completion of the let ("Move in Date").

Following on from the initial let, when the property is re-let and you instruct us to market the property, you will do so on a Sole Lettings Rights basis.

## 3. TENANT FIND ONLY – BRONZE SERVICE

3.1. The Tenant Find Only (Bronze Service) is charged at the percentage set out in Part 3 of these Terms of Business, or as a fixed fee plus VAT and charged at the percentage of the rent due for the initial term of the tenancy agreement. Upon instruction in writing to administer an extension or renewal of the tenancy then the initial fees agreed will be payable immediately.

3.2. The Tenant Find Only Service ends when the Tenant(s) we have introduced takes up occupation of the property. Our fees are due and payable upon the commencement of the Tenancy and are not refundable under any circumstances, including early termination of the tenancy. All obligations for the putting in place of a legal agreement with the tenant and the subsequent management of the Tenancy after occupation begins will be the responsibility of the Landlord. The obligation to arrange the inventory check out (should you require one) will also be the responsibility of the Landlord. We will collect this fee from the first months' rent and invoice for any remaining balance. The Tenant Find Only service does not include any services that are provided as part of our Tenancy Management or Property Management services, unless otherwise agreed in writing. We will require funds in respect of the total fee to payable to be paid upon the commencement of any tenancy.

3.3. Where additional services are being carried out monies must be paid on account prior to the services being provided. Where we do not hold sufficient funds to settle our fees, the balance of any unpaid fees will be invoices and payable within 14 days of the invoice date. If we receive any money from you or a third party on your behalf we may use that money to pay any amounts due to us from you.

## 4. TENANCY MANAGEMENT – SILVER AND ABOVE (INC GOLD AND GOLD PLUS)

4.1. The Tenancy Management Service and the fees payable continue for tenant(s) we have introduced throughout the entire original period of the Tenancy Agreement and any renewal of it or for its extension by any form of periodic tenancy (this therefore includes but is not limited to any period when the tenant we have introduced remains in residence and/or liable for rental payments). Property Management is an additional service (detailed below). For the avoidance of doubt, where Rent Collection is not required for the balance of any term, fees are immediately due and will be invoiced for the period to the end of the fixed term, and if the tenancy continues thereafter it will be assumed that this is for the same term length and will be invoiced for at the commencement of the period.

## 4.2. Renewals & Periodic tenancies

When a Tenancy is renewed or is maintained on a periodic basis but at a point to negotiate for a rent review and:

- a) We consider the renewal/periodic tenancy terms and/or prepare any renewal/periodic documents as required for the original Tenancy, there is an administration charge of £99.96, Inc VAT. This is your share of the cost of considering the application to renew or adjust a periodic tenancy and where required for preparing a new Tenancy Agreement, Renewal or Periodic Document; or
- b) You confirm that you are prepared to continue with an existing Tenancy to the Tenant(s) but occupation of the Property continues as a Periodic Tenancy (for any reason) without adjustment of the terms of that tenancy or occupation in any way then 50% of CGEAL's standard administration charge of £99.96, Inc VAT will still be payable by you every 12 months and whilst a tenant we have introduced remains in occupation.
- c) From the third renewal or third periodic where a tenancy term has been adjusted for more than twelve months (not the third year) in the Tenancy, the Tenancy Management fee will reduce by 1.2% Inc VAT (1% plus VAT) per renewal/ periodic tenancy term adjustment until the fee has reduced to 7.2% inc VAT (6% plus VAT).
- d) Renewal fees fall due upon commencement of a new fixed term or periodic tenancy and are payable immediately. Where possible they will be taken from the rent, where this is not possible the fees will be invoiced separately.

In both circumstances, where we are collecting the rent, these fees will be deducted from the rent and where we are not collecting the rent it will be payable immediately.

## 5. PROPERTY MANAGEMENT – GOLD AND GOLD PLUS

5.1. The Property Management Service is not offered in isolation and only when included with tenancy management it may only be ended by either you or us giving the other three (3) months' written notice or in any case when the tenant(s) end their occupation of the property or their liability for rental payments, whichever is later. In the event that you terminate the Property Management Service, from the date of termination you agree that a fee of 50% of the existing Tenancy and Property Management percentage fee plus an additional 2.4% inc VAT (2% plus VAT) of all rent due from the tenant(s) will apply for the original term of tenancy and any extension thereof shall be due in respect of the Tenancy Management Service. Our Property Management service which is included in our Gold and Gold Plus is a separate service to Tenancy Management. While Property Management may be terminated pursuant to clause 5.1, our Tenancy Management service remains in force for as long as the tenant(s) which we introduced occupy the property, and/or remain liable for rental payments, pursuant to clause 5.1.

5.2. As part of this service a reserve of a minimum of £200 is required to be held on account of costs for works to be carried, where we collect the rent monthly. Where the rent is paid in advance, we require a minimum of £500 to be paid on account of costs.

5.3. Notices Served By The Council- Should Chancellors be served improvement, enforcement or any other notice in relation to the property we reserve the right to complete works required at the landlords expense, acting as agent of necessity. Non managed properties will incur standard fees as laid out in the terms. Compliance with the notices served by the relevant Council remain the sole responsibility of the landlord

## 6. SERVICES OUTSIDE OF SERVICE

- 6.1. If you instruct us or we are required to undertake tasks outside of our normal services (e.g. debt collecting; court appearances; fair rent assessment; checking alien agreements; tenancy deposit services or other tribunals; post tenancy assistance or information), you agree to pay us for our time at a rate of £90 Inc VAT per hour (minimum half an hour).
- 6.2. Where you have not selected our Property Management service or an active tenancy is not in place, or being put in place, you agree to pay us £75.00 Inc VAT for arranging each property management task that you instruct us on or we are required to carry out (e.g. the organisation of Check-In, Inventory, cleaning or the arrangement of the changeover of utilities and key cutting) in addition to the contractor's charges.
- 6.3. Property Refurbishment /Goods Supply – where you require the assistance of our refurbishment service you agree to pay, in addition to the charges of the refurbishment contractor managed by CGEAL, the charge of 12% including VAT (10% plus VAT) of the cost of such refurbishment before VAT (with a minimum fee of £60 including VAT). Property Refurbishment/Good Supply or works ordered on behalf of an insurer's regarding any insurance claim there will be a charge of 12% including VAT, (10% plus VAT) of the total value of works. See section F of our Guide to Landlords.
- 6.4. Vacant Property Services – If you instruct CGEAL to manage the property during vacant periods you agree to pay £75.00 including VAT per calendar month, payable upfront and no later than the signing of this contract or when the property becomes vacant, whichever is the later. If a vacant property visit is required, in addition to our vacant property management service fee, there is an additional charge of £75.00 including VAT per visit, payable in advance.

## 7. SHORT LET SERVICE

Whilst we offer this service, should the tenant remain in the property past the agreed date you may require a court order to regain possession of your property which may not be granted until a 6 month period has expired.

## 8. PAYMENT TERMS

- 8.1. All fees are calculated on all rent due (and not the rent received) from the tenant(s) for the original term of tenancy and any extension thereof plus VAT to be taken annually in advance.
- 8.2. If your account is not paid within 7 days of the fees due date we will be entitled to charge you interest at a rate of 3% over the National Westminster Bank Base Rate from the fees due date.

## 9. REFUNDABLE HOLDING DEPOSIT

Within current regulations there is allowance for a Landlord to require a tenant to make payment of a Refundable Holding Deposit as part of an application. Regulations are however very restrictive regarding the rules for taking, holding and repaying these monies with potential fines for maladministration being at punitive levels. Accordingly, we do not recommend a Landlord look to secure a Refundable Holding Deposit from a tenant. If you propose to do so you should ensure that any terms you apply to the taking of a payment, the holding and any repayment is in line with current regulations. If you require a Refundable Holding Deposit the tenant will be referred directly to you on the matter and it will be made clear to them that they enter into any agreement outside any agreement with CGEAL. No Refundable Holding Deposit payment should be made through a CGEAL named bank account.

## 10. RENT GUARANTEE SERVICE

Where you have opted for our Management Service and we have provided written confirmation of Rent Guarantee for specific Tenant, we will pay the rent in accordance with the terms set out in section H of the Guide to Landlords.

## 11. £0 DEPOSIT REPLACEMENT

- 11.1 £0 Deposits Replacement scheme allows a tenant the benefit of not providing a deposit as part of the initial account prior to the commencement of the tenancy. In place of a traditional deposit held in one of the government approved schemes, the deposit is substituted by an insured scheme to reflect the fact there is no deposit.
- 11.2 Tenancies are subject to an additional administration fee each month which is paid by the landlord. The scheme then provides an insured sum of 8 weeks rent should the tenant fail in their obligations at the end of the tenancy.
- 11.2 For properties where Chancellors' deposit replacement scheme will apply Chancellors shall be responsible for:
  - a) collection of the rent throughout the term of the tenancy; and

- b) management of the collection of sums due from the Tenant to the Landlord, as compensation for a breach of obligation within the tenancy agreement.

In addition to the conditions above, in order for your tenant(s) to qualify for our £0 Deposits Replacement scheme the following criteria must be met:

- a) Your property must be marketed offering a traditional deposit option as well as the £0 Deposit Replacement scheme
- b) Your tenant(s) and/or their guarantors must have a referencing score between 40 and 100
- c) You will agree to pay for a check in and check out by independent inventory clerk
- d) The property must be good state of repair and regularly maintained
- e) Any mortgage conditions of the lender, where applicable must have been complied with
- f) The following administration fees will apply and will be deducted before fees are calculated and landlord payments are made
  1. Rent per calendar month up to £2500.00 – will incur a £50.00 Inc. VAT charge
  2. Rent per calendar month between £2500.00 and £5000.00 will incur a £100.00 Inc. VAT charge
  3. Rent per calendar month £5000.00 and £8,000 (Maximum) will incur a £150.00 Inc. VAT charge
  4. The £0 Deposits Administration Fee is payable for the duration of the tenancy;

11.3 Should you downgrade your service with Chancellors in any way, you will no longer have the benefit of our £0 Deposit Replacement scheme. An administration charge of £720 inc VAT (Rising to £1440 Inc VAT for all tenancies over £5000 pcm) minus any £0 Deposit Replacement Scheme administration charges already paid for that tenancy will be payable immediately. You will then need to obtain a traditional deposit from your tenant, agree with your tenant to acquire an alternative deposit replacement scheme or lose the benefit of deposit monies at the end of the tenancy.

11.4 After the tenant(s) have vacated the property a Check-Out will be carried out at the property. If the condition of the property is acceptable in the sole discretion of Chancellors, then the scheme comes to an end.

11.5 If there is any damage or dilapidations, cleaning or gardening required then you will be required to submit a claim to Chancellors who will pass on your claim to the tenant(s) requesting payment of the sum claimed, in the usual way of a traditional deposit scheme.

11.6 Deposits will be insured under the Chancellors Deposit Replacement Scheme Insurance Policy with Chancellors being a trading name of The Chancellors Group of Estate Agents Ltd who act as an introducer appointed representative to Lettings Hub.

11.7 When a landlord sells the property with a tenant we have introduced in residence and the tenancy has our £0 Deposit Replacement Scheme the landlord can either pay the balance due for the policy until the end of the initial term or contract in with the new purchaser as part of the sale that they take over the insurance payments until the end of the term of tenant occupation, including any renewal or extension term. If CGEAL administration costs are not covered then the policy will be terminated immediately and the tenancy will have no security of a deposit.

The landlord or the purchaser will take up responsibility for the securing of deposit directly with the tenants.

Further details of the process of how it works, and full terms and conditions are set out in Section J of our Guide to Landlords.

## 12. DEPOSITS

12.1 Where we are instructed by you to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy. It will be registered, with the Tenancy Deposit Scheme and CGEAL will notify the Tenant of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension to the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection Certificate plus the Prescribed Information including the scheme information booklet. See Section D of the Guide to Landlords

12.2 Landlord Registering Deposit - As the Landlord, you agree to take full responsibility and will incur the costs for the registering of the tenants' deposits with a recognised deposit scheme. Where a landlord intends to hold the deposit at the commencement of a tenancy or at some point during a

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tenancy, we will require the consent of all Tenants to enable us to transfer the deposit to the Landlord, in addition to evidence provided by the Landlord that the deposit has been secured

12.3 TDS disputes- Where there is a dispute at the end of the tenancy concerning the disbursement of the deposit, the Landlord or Tenant may raise a dispute with the TDS within 3 months of the end of the tenancy. If the Landlord instructs us to raise a dispute or respond to a TDS dispute on their behalf, Chancellors can do so. Where both the tenancy management and property management service are not being provided a fee of £150.00 incl VAT will apply for providing this service. This service is not offered to landlords using our tenant find only service. Further detail on this is available in our Guide to Landlords.

### 13. EVICTION PROTECTION SCHEME

13.1 Eviction protection service provides you as the landlord with protection from the direct legal costs where your tenant fails to pay the rent during the first 12 months of the tenancy, continues to occupy the property without your agreement and you pursue an eviction process through the British court system.

13.2 The Eviction Protection Scheme is not available for tenancies less than 12 months. Should you wish to benefit from our Eviction Protection Scheme after the initial 12 months, and your tenant(s) have not been in arrears during this period then this can be renewed automatically providing the Eviction criteria set out are met. This will be reviewed annually and if during the previous 12 month period the tenants have been in arrears then this service will cease at the end of that 12 month period. In the event that re-referencing is required then the referencing costs will be borne by you the landlord and will be charged at £50 inc VAT for each tenant and guarantor.

13.3 In order for your tenancy to qualify for the benefit of our Eviction protection the following criteria will need to be met:

- a) Your tenant(s) and/or their guarantors must have a referencing score between 40 and 100
- b) Chancellors must be approved and nominated to collect the rent throughout the term of the tenancy;
- c) Minimum Tenancy Management and Property Management fees apply;
- d) Standard administration fees of £250 inc VAT apply

In addition to the above conditions, You must;

1. Assist Chancellors with any legal proceedings for the eviction
2. Assist any third parties instructed by Chancellors in connection with the eviction process;

13.4 The Eviction protection scheme will not be provided or will be withdrawn in the following circumstances:

- a) If any of the tenants or guarantors fail referencing at any time prior to or during the tenancy;
- b) Where you the landlord opts for our Tenant Find Only Service;
- c) Where you the landlord downgrades the service;
- d) Where you the landlord collects the rent;
- e) The minimum fees are not being paid;
- f) Where you the landlord does not allow Chancellors full autonomy or its 3rd party experts with regards to the eviction process;
- g) Where you the landlord fail to assist when required, in the possession proceedings process.

13.5 The Eviction process can only commence when the tenant(s) are in arrears of 2 or more months' rent. CGEAL will then, where there are arrears, send arrears letters to your tenant(s) in an attempt to recover the sums owing by your tenant(s). A letter before claim will be sent to your tenants providing them with 14 days to respond. If the tenant(s) does not pay the outstanding sums owing or provide a response, the relevant notices will be served on the tenant(s). The relevant court procedure will be followed by Chancellors' and its nominated 3rd party experts and where necessary you agree to assist with this process. No warranty is provided on the success of court proceedings or attendance by bailiffs and no liability is accepted for losses or costs incurred due to the period of time taken to regain possession

13.6 Properties will be insured under the Chancellors Eviction Replacement Scheme Insurance policy with CGEAL being an Introducer Appointed Representative to The Lettings Hub at commencement of a new tenancy. Further details of the process of how it works, and full terms and conditions are set out in Section I of our Guide to Landlords.

### 14. PROPERTY DAMAGE PROTECTION

Property Damage Protection Service Insurance allows you to insure your properties and protect them against theft or damage from your tenants

14.1 You are able to claim up to £10,000 at any time during the tenancy, or after check-out. This is not limited to one occasion and claims can be made on more than one occasion.

14.2 You are also covered for accidental and malicious damage caused by the tenant.

14.3 This cover lasts for the term of the tenancy, subject to premiums being up to date, and automatically renews when your tenancy renews.

14.4 In order for your tenancy to qualify for the benefit of our Property Damage Protection the following criteria will need to be met:

- a) Your tenant(s) and/or their guarantors must have a referencing score between 40 and 100
- b) Chancellors must be approved and nominated to collect the rent throughout the term of the tenancy;
- c) A monthly administration fee of £12.00 Inc VAT will be deducted before fees are calculated and landlord payments are made
- d) CGEAL must be collecting the rent throughout the tenancy and be in control of the deposit release process when the tenancy comes to an end.
- e) You will ensure and pay for an independent inventory at the commencement of the tenancy;
- f) You will cover the cost of the inventory check in and check out at the end of the tenancy;
- g) Claims must be over £100.00 per claim.

14.5 There is no cancellation fee but should this service be terminated or the additional administration fee not kept up to date then the Property Damage Protection ends with immediate effect and no further claim can be made against the service, even if the claimable event occurred during a period where administration fees were paid.

14.6 Properties will be insured under Chancellors Property Damage Insurance policy with CGEAL being an Introducer Appointed Representative to The Lettings Hub at commencement of a new tenancy.

### 15. VACANT PROPERTIES

15.1. CGEAL will not be responsible for vacant properties.

15.2. Where there is a tenancy agreement in place, the tenant(s) will be responsible for the property during any vacant periods.

15.3. Without limitation to the generality of clause 6.4, where there is no tenancy in place or tenants in situ, CGEAL will not be responsible for the property during any vacant period.

15.4. This clause 15 is of course, subject to opting for our Vacant Property Management Service.

### 16. ENERGY PERFORMANCE CERTIFICATE (EPC) PROVISION

We have an obligation to, and we will, provide a copy of the EPC to any prospective tenant as part of the marketing of your property. You confirm that you will provide us with an EPC that conforms with the EPC Legislation for the Property or instruct the EPC provider that we work with to arrange for them to make contact to prepare an EPC. This EPC charge is not part of our commission.

### 17. MARKETING

a) We will notify you when the appointment for the photographs and floorplan (if applicable) is to take place, once this has been completed they will be returned to us and uploaded to the internet without delay. Please ensure that there is nothing on display in the property that you do not wish to be included in the photographs at the time of the appointment. Please take particular note of sensitive documentation, personal photography and items you do not want to be seen online or in our marketing material. Please note that photography and video services used are very high resolution and care should be taken to avoid any unwanted disclosure of personal information due to items not being removed. CGEAL and the professional photographers instructed on your behalf accept no liability for accidental disclosure due to items not being removed from sight by you. We will forward a copy of the brochure for your approval as soon as it is created, we will ask you as part of this process to notify us of anything that is incorrect and confirm you are in agreement with the contents.

b) If permitted in accordance with the requirements of Town & Country Planning Regulations we will arrange for a For Let board to be erected.

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c) You agree to work with us to ensure the widest distribution of information about the Property's availability using our marketing material, including, as appropriate, social media. For the avoidance of doubt, your involvement in these activities will not change our entitlement to our fees and charges.

d) From time to time we will use pictures of properties in general sales campaigns, by signing this agreement you give your consent for any outside pictures of your property to be used in such campaigns

## 18. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPR)

The Act requires that all companies treat "consumers" fairly. For us, consumers are sellers, buyers, landlords, tenants and all applicants for whatever service. CPR requires that all companies must provide information to consumers that a competent professional might reasonably be expected to provide about the product so that an average informed consumer can make an informed economic decision. In this context a product includes our services and a property we offer on behalf of client consumers. Our Guide to Tenants can be accessed at: [www.chancellors.co.uk/pdf/guidetotenants.pdf](http://www.chancellors.co.uk/pdf/guidetotenants.pdf) This is generic advice on how they should go about their Tenancy to protect their interests. By signing this agreement, you expressly agree that any decision to disclose or not disclose information to consumers will be based upon the Best Practice guidance that is published from time to time by the Royal Institute of Chartered Surveyors.

## 19. ABORTIVE COSTS

If the basic terms of a tenancy or renewal have been agreed with you and we are instructed to proceed with the formalities and you then withdraw from the transaction, you agree that you will:

19.1. Pay us 50% of the Tenancy Management or Tenant Find Only fee, or £390 Inc VAT, whichever is the greater, in addition to the full referencing charges as well as reimbursing us for other reasonable costs incurred by us, within 7 days of the date of your withdrawal from the transaction; and

19.2. reimburse the prospective Tenant(s) for the administration charges they have incurred.

19.3. Indemnify CGEAL for any claim in relation to a failed application, where a Tenant brings an action against CGEAL for monies owing directly or indirectly to the Tenants.

## 20. EARLY TERMINATION

No refunds are payable where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing). Where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, and you instruct us to re-let the Property and new fees are paid for the letting and/or property management, the amount of the original fee that is "duplicated" will be credited to your account with us.

## 21. SERVICE AND MARKETING COSTS

If during the period of our Agency you withdraw from a transaction; and/or you instruct us to cease marketing your property, thus preventing us from fulfilling our contractual obligations; or prevent our ability to fully market the Property in any way, you agree to be held liable for the reasonable costs associated with the marketing of your property, that we have incurred to date. Such costs will be payable by you within 30 days of the date that you prevent us from fulfilling our contractual obligations and/or fully marketing your Property. Further details of the applicable charges can be located on our website at <https://www.chancellors.co.uk/pdf/cancellationcosts.pdf>. Should the full fee become payable these fees will be set off against such costs and charges. Paying these costs will not release you from the period of Agency and all clauses within these Terms remain in place as agreed.

## 22. UTILITIES, COUNCIL TAX AND WATER SUPPLY (GOLD ONLY)

The Landlord hereby authorises the Letting Agent, as its agent, to appoint OVO Energy Ltd as the electricity and/or gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that the Letting Agent may pass the Landlord's name and contact details to OVO Energy Ltd for the purposes of:

(a) registering the electricity and/or gas meters at the property with OVO Energy Ltd, providing electricity and gas to the property and administering the Landlord's account;

(b) registering the Landlord with the relevant local authority for the payment of council tax; and

(c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

OVO Energy Ltd will use the Landlord's name and contact details only for the purposes set out above. OVO Energy Ltd will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any other data protection legislation which is enacted in the UK and will handle the Landlord's data in the manner set out in OVO Energy Ltd standard terms and conditions and/or privacy policy. OVO Energy Ltd will not share the Landlord's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Landlord's details for the duration of any contract with OVO Energy Ltd. From 25 May 2018, the Landlord is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Landlord is dissatisfied with the manner in which OVO Energy Ltd handles their details they may lodge a complaint with the Information Commissioner's Office. If the Landlord has any questions regarding the details or use of the Landlord's data held by OVO Energy Ltd, the Landlord may contact OVO Energy Ltd at 1 Rivergate, Temple Quay, Bristol, BS1 6ED or [hello@ovoenergy.com](mailto:hello@ovoenergy.com).

## 23. TRANSPARENCY OF REFERRAL FEES

Pursuant to the Guidance on Transparency of Fees, estate agencies are required to provide their clients and customers with information relating to the price of its services and any additional services provided under a referral agreement or arrangement for which they are paid a fee. In order to discharge this obligation, we have set out the services available to our clients and the average of those services in our Referral Facts Guide. See our <https://www.chancellors.co.uk/pdf/referralfactsguide.pdf> which is contained within our <https://www.chancellors.co.uk/pdf/guidetolandlords.pdf> for further information.

## 24. CUSTOMER SERVICE AND COMPLAINTS

Complaints about the service of The Chancellors Group of Estate Agents Ltd should be sent in writing to: The Directors, The Chancellors Group of Estate Agents Ltd, One Station Square, Bracknell RG12 1QB or emailed to: [directors@chancellors.co.uk](mailto:directors@chancellors.co.uk) We are a member of the Property Redress Scheme [www.theprs.co.uk](http://www.theprs.co.uk) to which you can refer any complaint if we are unable to resolve the matter for you.

## 25. DEFINITIONS

Our agreement comprises this document and our <https://www.chancellors.co.uk/pdf/guidetolandlords.pdf> which contains guidance, terms, conditions and definitions, which apply to and form part of our agreement ("Agreement"). We draw your attention in particular to the following:

25.1. Basis of our Agreement - The Agreement sets out our fees and charges and when they become payable. Please note that the fees and charges detailed will apply in respect of any parties we introduce to the property following your receipt of this Agreement, unless otherwise agreed in writing. It is therefore important that you read them carefully.

25.2. Monies Owed to CGEAL - You, as the Landlord(s), irrevocably agree that any monies properly owed to CGEAL by you may be deducted by CGEAL from any monies held by CGEAL and otherwise due to you. You irrevocably agree that any monies properly owed to third party suppliers as a result of an order placed by CGEAL with third party suppliers on your behalf and in accordance with your instructions, or placed under the principle of Agent of Necessity, may be deducted by CGEAL from any monies held by CGEAL and otherwise due to you.

25.3. Sales Fee Discount - in the event the property is sold by you to a Tenant introduced by us our sales service including assistance with negotiations on price etc. is available to you at a specially reduced fee of half our standard sole agency fee.

25.4. Marketing Advice - Any marketing advice given including advice regarding the asking rent does not constitute formal advice or valuation and is aimed at achieving the best rent from a tenant whose circumstances best meets your requirements. As it is not a formal valuation, it must not be used for any other purpose other than deciding upon a marketing strategy. We have not carried out a building survey or undertaken legal investigations when giving

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# RESIDENTIAL LETTINGS AGENCY TERMS OF BUSINESS

any such advice and therefore no responsibility whatsoever will be accepted for its use for any other purpose or to any third party under any circumstances. If you require a formal valuation, we will be pleased to arrange for one to be provided by a Qualified Chartered Surveyor at your cost.

- 25.5. Effective Introduction- An effective introduction will have taken place where any applicant has been specifically informed about your property by verbal, written or electronic means and this event has been recorded on our IT System.
26. **MAINTENANCE OF THE PROPERTY PENDING LET.** We do not accept any liability or responsibility whatsoever for the maintenance or repair of the Property at any time, including the time during which a Let is pending, unless you have instructed us to carry Vacant Property Management.
- 26.1 It is your responsibility as the Landlord to maintain the Property and take appropriate measures to prevent it from being subject to damage before transfer to the Tenant.
- 26.2 If we are the sole key holder for the property pending the let, we do not accept any liability or responsibility regarding providing access to the Property. It is strongly advised that you have a second key cut so that the Property can be accessed out of office hours. Under no circumstances do we accept responsibility for the condition of the Property or take responsibility for responding to issues at the property or providing emergency access to the

Property. We are not liable to you for any damage to the property during the time in which access was not possible because we are the sole key holder.

27. **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including contractual and non-contractual disputes) shall be governed and construed in accordance with English law. You and we irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including contractual and non-contractual disputes), provided that this shall not preclude you also from complaining as noted above and we acknowledge the jurisdiction of the Property Redress Scheme in respect of such complaints.

28. **SEVERANCE CLAUSE**

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect.

**THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

These do not apply where you sign this contract in our offices. Where these regulations apply you have fourteen days to cancel this contract. If you wish to cancel this contract you **MUST DO SO IN WRITING** by delivering or sending, by recorded delivery, including by email, a Cancellation Notice to: Robert Scott-Lee, The Chancellors Group of Estate Agents Ltd, One Station Square, Bracknell, RG12 1QB E: [endmarketing@chancellors.co.uk](mailto:endmarketing@chancellors.co.uk) T: 01344 408100 See our [Guide to Landlords](#) for more information.

**Urgent work.** By signing this contract, unless otherwise notified in writing, you acknowledge and agree that marketing the Property with us is 'urgent work' and that it needs to begin immediately. We shall start providing services and marketing without delay and if you decide to cancel this contract within fourteen days, you will pay the full cost of the service, agency fee, commission, and any other charges detailed in this contract, if it has been provided as per this contract prior to the date of cancellation or at any point thereafter with your agreement. Further details of the applicable charges can be located on our website at <https://www.chancellors.co.uk/pdf/cancellationcosts.pdf>. Should the full fee become payable these fees will be set out against such fee.

If the Cancellation Notice is emailed, the cancellation will be deemed to have occurred on the date of the email. If you make a personal visit to hand deliver a notice or letter the cancellation will be deemed to be the date of delivery.

**COMPLETE AND DETACH THIS FORM ONLY IF YOU WISH TO AND ARE ABLE TO CANCEL THIS CONTRACT. SEND THE COMPLETED FORM TO:**

To: The Chancellors Group of Estate Agents Limited, One Station Square, Bracknell, RG12 1QB E: [endmarketing@chancellors.co.uk](mailto:endmarketing@chancellors.co.uk) T: 01344 408100

I/We hereby give you notice that I/we wish to cancel my/our contract with The Chancellors Group of Estate Agents Ltd. and agree to pay an Administration Charge as detailed in the Terms of Business I/We have signed. Please provide a detailed invoice that I/we agree to settle within 14 days of invoice date.

I/We agree that that I/we will pay the full cost of the service, agency fee, commission and any other changes detailed in this contract, if it has been provided as per the contract prior to the date of this cancellation notice or at any point thereafter with my/our agreement.

**Address of property(s) to which contract applies:**

Full Name:	Signed:	Date:
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Full Name:	Signed:	Date:
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