LETTINGS TERMS OF ENGAGEMENT

June 2022

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Hamptons

THE HOME EXPERTS

I/we have read and accept Hamptons Terms of Engagement and agree to be bound by the entire contents including the legal consequences of terminating the Hamptons Terms of Engagement as outlined in clauses 2.1, 3.4 and 8.

Property Address [redacted]

Landlords Signature _____

[redacted]

Landlords Signature _____

[redacted]

Date:

TERMS OF ENGAGEMENT

Thank you for choosing Hamptons.

These Terms of Engagement (the 'Terms') set out the terms of our appointment as your agent for the letting and/or management of your Property. By signing this form you confirm that you accept our Terms of Engagement and that this document shall hereafter form the contract between you and Hamptons, which is binding on both of us.

Please read these Terms of Engagement carefully. This document details who we are, the Services we provide, how much we charge (highlighted in **bold** text) and how you or we may end the contract. This document also contains other important information which you must read and understand before engaging our Services.

Please read these Terms of Engagement in conjunction with Hamptons Guide for Landlords which provides further information about your statutory obligations and the responsibilities you have to your Tenant. If you have any questions you should seek independent legal advice or visit: www.gov.uk/renting-out-a-property

1 GENERAL

1.1 These Terms of Engagement constitute the entire agreement between us and supersede any previous agreements, arrangements and understandings between us relating to the Property, whether made in writing or verbally.

1.2 Each condition in the Terms operates separately. If any provision or part of a provision is held by a Court to be unreasonable or inapplicable, the other parts shall continue to apply.

1.3 Any variation from these Terms shall have no effect unless it is specifically agreed in writing between you and an authorised representative of Hamptons.

1.4 These Terms govern the relationship between you and us. Nobody else has any rights under these Terms, including under the Contracts (Right of Third Parties) Act 1999. No other person shall have any rights to enforce any of these Terms.

1.5 We are not responsible for delays outside our reasonable control. If our supply of Services is delayed by an event outside our reasonable control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect, but we will not be liable for any such delays.

1.6 If we delay enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do something you are required to do under these Terms, or if you breach these Terms and we delay in taking steps against you, this will not remove your obligation to do those things and it will not prevent us taking steps against you at a later date.

1.7 We reserve the right to transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we ever plan to do this.

1.8 These Terms and any dispute or claim arising out of or in connection with the subject matter or formation of these Terms are governed by the laws of England and Wales and each party submits to the exclusive jurisdiction of the English courts.

1.9 As part of our commitment to doing our bit for the future of our planet, Hamptons will provide all documentation to you electronically unless you specifically request paper copies, which we will be very happy to provide.

2 OUR SERVICES

2.1 Sole Agency

2.1.1 Appointing us as your sole agent commits you to us exclusively for a minimum period of four (4) weeks starting on the date we begin providing Services. Our sole agency relationship will continue indefinitely thereafter until or unless you give us two (2) weeks' notice in writing of your intention to appoint another agent. If you have previously instructed another agent to let the Property, you should terminate any such instruction with that agent prior to appointing us, otherwise you risk paying fees to both us and the other agent(s).

2.1.2 If an agreement to rent the Property is signed with a Tenant introduced by another agent or any other person, including you, during the sole agency period we reserve the right to immediately terminate our appointment under these Terms and charge you a fee equivalent to half of one month's rent plus VAT (at our advertised asking price) to cover our costs.

2.1.3 If we have not introduced a Tenant during the specified sole agency period, we shall remain instructed and continue to market the Property thereafter, unless otherwise directed by you in accordance with clause 2.1.1. If we are successful in introducing a Tenant, you will be required to pay the relevant commission fees and charges as detailed within these Terms.

2.2 Standard (Long Term) Letting Service
13.2% (inc. VAT) or 11% + VAT

2.2.1 Our Standard Lettings Service includes:

- Guide price and property presentation advice
- Comprehensive marketing including professional photography, floor plan and marketing to-let board (at our sole discretion)
- Viewings and (Subject To Contract) pre-Tenancy negotiations
- Pre-Tenancy Administration (see section 3 for related charges)
- Deposit Collection
- Rent collection, regular statements and late payment chasing (if necessary)
- Access to Hamptons' online Landlord Portal

2.2.2 Should you elect not to receive one or more of the Services included in our Standard Letting Service, no reduction will be made to our commission fee.

2.2.3 At the end of the Tenancy, you will be responsible for agreeing the allocation of the Deposit with the Tenant and arranging for both parties to confirm that agreement to us in writing. In the event of any dispute, you will be responsible for instigating any adjudication procedures and/or pursuing the matter through whichever alternative routes you may wish to consider in direct contact with your tenant.

2.2.4 Should you wish us to assist with negotiations relating to a dilapidations or damages claim in order to facilitate the return of a Tenant's Deposit we will charge £900 inc. VAT **(£750 + VAT)** to do so. We reserve the right to decline any involvement with preparing a dispute for adjudication where we feel there is no reasonable prospect of success.

2.2.5 Our Standard Letting Service is subject to a minimum fee of 1 month's rent plus VAT.

2.2.6 Worked example of a Standard (long term) Letting Service commission fee
12 months' rent at £1,000 per month = £12,000 Total commission due from you
13.2% inc. VAT **(11% + VAT)** = £1,584 (£1,320 + £264 VAT)

2.3 Short Let Service
22.8% (inc. VAT) or 19% + VAT

2.3.1 Our Short Let Service includes all the provisions and terms of our Standard Letting Service in addition to those outlined here. If these provisions conflict, this clause (2.3) will prevail in respect of short term lets.

2.3.2 You authorise us to sign each and every Tenancy Agreement and any other documentation relating to the short term letting of the Property as agent on your behalf. You agree to be bound by the terms of these agreements and documents as if you had signed them yourself. This authority is limited to the administration of short term tenancies (lasting less than 6 months) only.

2.3.3 Should you elect not to receive one or more of the Services included in our Short Let Service, no reduction will be made to our commission fee.

2.3.4 In the event that a short term Tenancy extends, renews or holds over and so lasts for more than 6 months no retrospective adjustment will be made to our Short Let Service commission.

2.3.5 You will ensure the Property is appropriately furnished and equipped with quality fixtures and fittings in line with our recommendations. You warrant that the Property will be professionally cleaned prior to the start of any short let (with receipts retained) and that all appliances

will be in good working order, the Property will benefit from a working television and Wi-Fi and all such items as would be expected in a serviced
apartment shall be provided (including but not limited to toaster, kettle, crockery, cutlery, cooking utensils, iron & ironing board, towels and bed linen).

2.3.6 You acknowledge that, unless otherwise specified in the short let agreement, short let rents will include all gardening and utility charges (excluding telephone calls) as well as service charges or ground rent, where applicable, and that you will discharge all such invoices promptly in order to maintain services for the occupant's benefit during a short let.

2.3.7 You understand that we will not make enquiries concerning an occupant's financial status in respect of short term lets but may collect the full monies due under the terms of any Short Let Agreement in advance together with a deposit.

2.3.8 In the unlikely event that you do not take out our Full Management Service (clause 2.4) , which we strongly advise you to do, you will be responsible for agreeing the allocation of the Deposit with the occupant and providing written confirmation of such at the end of the short let. In the event of any dispute, you will be responsible for reaching a settlement directly with the occupant and/or for pursuing the matter further via whichever formal route you may choose.

2.3.9 Our Short Let Service is subject to a minimum fee of 1 week's rent + VAT.

2.3.10 Worked example of a (Managed) Short Let Service commission fee

12 weeks rent at £1,000 per week = £12,000

Total commission due from you 30% inc. VAT **(25% + VAT)** = £3,600 (£3,000 + £600 VAT)

2.4 Property Management Service 20.4% inc. VAT (17% + VAT)

2.4.1 Our Property Management Service includes:

- All Services quoted for our Standard Lettings Service
- All contact with your Tenant filtered through us
- A knowledgeable, experienced Property Manager
- 24 hour emergency support line
- Key Holding Service
- Annual & periodic Safety certificate renewal
- Right To Rent Re-check (see clause 2.4.12)
- Oversight of routine maintenance & repairs
- Payment of regular outgoings eg. service charge
- Annual property visit
- Access to preferential rates from vetted & approved contractors
- Access to our in-house property refurbishment service
- End of Tenancy deposit negotiation return

2.4.2 The Property Management Service includes our Standard Letting Service. Where these Services have not been utilised, there will be a Managed-Only Setup Charge of £420 inc. VAT **(£350 + VAT)** to cover the administration involved in collecting information about the Property, Tenant and Tenancy.

2.4.3 The Property Management Service is subject to a minimum term of 6 months for long term tenancies and for the entire duration of any short let. Unless otherwise directed, we will continue to provide the Property Management Service and to charge our related Commissions for the duration of any Tenancy, long or short term.

2.4.4 We will maintain a minimum working float of £500 in order to manage day to day expenses and repairs. This may be increased where the Rent is payable in advance and, notwithstanding the amount held, will be topped up if necessary, from rents received. Interim top ups from you may also be requested in between rental payments.

2.4.5 Subject to holding sufficient funds we will arrange your annual gas and electrical safety inspections (where necessary) and any other safety checks you may instruct us to organise on your behalf. If we are prevented for any reason from carrying out these inspections, we will notify you accordingly and responsibility for carrying out these inspections, will immediately revert to you.

2.4.6 Subject to holding sufficient funds, we may instruct routine maintenance or repairs to the value of £600 inc. VAT (£500 + VAT) without prior consultation with you. We do not require your consent to carry out works, irrespective of the cost, if we believe them to be necessary to fulfil a contractual, statutory or regulatory obligation, and the cost of any such works shall be borne by you.

2.4.7 Subject to holding sufficient funds we will instruct routine maintenance or repairs to a maximum of £1,800 inc. VAT (£1,500 + VAT) per single invoice in consultation with you wherever possible. We reserve the right not to oversee works exceeding this level but may undertake to do so depending on the circumstances and nature of the work involved. Any works with a single invoice value in excess of £1,800 inc. VAT (£1,500 + VAT) will attract a 12% inc. VAT **(10% + VAT)** surcharge.

2.4.8 For the avoidance of doubt, we cannot pay any invoice if we do not hold sufficient funds on account and are unable to instruct works of any kind where funds are lacking. We accept no liability for any loss suffered as a result of being unable to instruct maintenance or repairs for this reason.

2.4.9 We will use our preferred contractors to carry out all maintenance, repair and inspection works. We will only use your preferred contractor(s) if full details are provided in writing prior to the start of a Tenancy, and you confirm on the signing hereof that any such contractors shall hold adequate insurances and the necessary qualifications or memberships/ registrations of professional and regulatory bodies as may be required for the works you propose they carry out. You will indemnify us in respect of any liability arising from a lack of such insurance or qualification or registration. We will charge £90 inc. VAT **(£75 + VAT)** per hour including travel time should we need to accompany one of your contractors to a property, subject to a minimum of 2 hours each time.

2.4.10 We accept no liability or responsibility for the appointment of your preferred contractor(s) and you indemnify Hamptons on the signing hereof against any risks associated with the suitability, conduct or workmanship of any such individuals or organisations. If your contractor is unable to respond or attend in a reasonable time frame, we reserve the right to revert to our own suppliers at your cost.

2.4.11 We will complete one property visit per year providing the tenant permits access. This visit shall be superficial in nature and is intended to review the tenant's use of the property and highlight obvious defects. Where we are unable to gain access, you should seek independent legal advice. Additional visits may be arranged at a cost of £180 inc. VAT **(£150 + VAT)** per visit. Property visits are not included for short lets and should be specifically requested and paid for if/ when required during or between short lets.

2.4.12 Upon your written request, we will attempt to carry out follow up Right To Rent checks on your behalf in accordance with section 24(2)(a) of the Immigration Act 2014 on Tenants with a time limited Right To Rent. The charge for this service will be £120 inc. VAT **(£100 + VAT)** and no refund will be given in the event that we fail to establish the Tenant's continuing Right To Rent for any reason. We will, however, report the Tenant's status to the Home Office on your behalf if we cannot be reasonably satisfied that they continue to have a lawful Right To Rent.

2.4.13 If you have instructed our Full Management Service, we will use reasonable endeavours to secure your consent and the consent of the Tenant for the allocation of the Deposit at the end of the Tenancy. If there is a dispute over the allocation of the Deposit, we will deal with adjudication in accordance with the procedure provided by the Tenancy Deposit Service (TDS). We will charge a discounted rate of £300 inc. VAT **(£250 + VAT)** to prepare and submit your claim, but reserve the right to decline any involvement with preparing a dispute for adjudication where we feel there is no reasonable prospect of success.

2.4.14 Our Property Management Service is subject to a minimum Commission fee of £72 inc. VAT **(£60 + VAT)** per month.

2.4.15 Worked examples of Property Management Service commission fees

MANAGED STANDARD (Long Term) TENANCY:
Rent at £1,000 per month
Commission due from you 20.4% inc. VAT **(17% + VAT)** = £204 **per month** (£170 + £34)

MANAGED-ONLY:
Rent at £1,000 per month
Commission due from you 7.2% inc. VAT **(6% + VAT)** = £72 **per month** (£60 + £12 VAT)

2.5 **Marketing your Property**

2.5.1 All marketing material including text, marketing boards, photographs of the Property (both internal and external), videos, virtual tours and floor plans ('Marketing Material') produced by us in connection with your Property are protected under the Copyright Design & Patents Act 1988 and remain the property of Hamptons. Where you supply photographs to us, you warrant that you own the copyright to those photographs, and you shall indemnify us against any third party claims made against us in respect of the use of any photographs or images by us.

2.5.2 Hamptons will advertise your Property on our website and on third party property listing websites. Unless notified otherwise in writing, we may also advertise your Property on social media, including but not limited to Facebook, Twitter and Instagram.

2.5.3 Where a legitimate interest exists and unless you have objected to the processing of your personal data for marketing purposes, property details may be included within post letting publications and other Marketing Material that we may produce to promote our business. You can exercise your right to object by contacting privacy@countrywide.co.uk.

2.5.4 You are advised to ensure that you have in place sufficient insurance arrangements to cover any liability which may arise as a result of us conducting visits to and viewing at the Property. Hamptons shall have no liability for any acts or omissions of any person (other than its employees) during any viewings which we conduct at your Property, nor shall Hamptons be liable for death or personal injury suffered during any viewings at your Property save where such is caused by our negligence.

2.5.5 Our contractual responsibility is confined to marketing the Property and the other obligations set out in these Terms, and any further assistance in relation to the letting of the Property is entirely at our discretion. Hamptons does not accept responsibility or liability for any misuse of published information relating to the marketing of the Property.

3 ADDITIONAL SERVICES

3.1 Energy Performance Certificate (EPC)

It is unlawful to let or market a property for rent before an EPC has been commissioned and it is unlawful to let a property if it has an EPC rating below E without an exemption. We can arrange an EPC for you for £90 inc. VAT **(£75 + VAT)** and offer further advice if the rating is below an E.

3.2 Tenancy Setup Fee

3.2.1 Whenever the Standard Letting Service, Managed Service or Short Let Service are used, you will pay a Tenancy Setup Fee to cover the arrangements needed to initiate your tenancy. This includes as many of the following as are necessary:

- Preparation of the most suitable type of Tenancy Agreement or Short Let Agreement
- Provision of an Open Banking-based reference for each Tenant who will be named on the Tenancy Agreement (excluding Short Let service and subject to the Tenant granting permission)
- Initial Right To Rent check
- Registration of your Tenant's deposit with the Tenancy Deposit Scheme (TDS) if necessary

The Tenancy Setup Fee shall be charged at £390 inc. VAT **(£325 + VAT)** for long term lets and £180 inc. VAT **(£150 + VAT)** for short lets.

3.2.2 In the event that one or more of these features is not required, our Tenancy Setup Fee will not be adjusted.

3.3 Pre-Tenancy Administration

3.3.1 Should we be required to make substantial alterations to a Tenancy Agreement a charge of £60 inc. VAT **(£50 + VAT)** may be applied. In the event that a bespoke Tenancy Agreement is needed we may advise you to engage the services of a solicitor for this purpose, the cost of which shall be borne by you. We will not be responsible for the terms of any Tenancy Agreement provided by a third party.

3.3.2 Should you wish us to arrange a gas safety record, electrical safety certificate, professional pre-tenancy clean, property inventory and/or check-in or smoke and carbon monoxide alarms check we will be happy to do so at your cost. We will charge £60 inc. VAT **(£50 +VAT)** to arrange as many of these things as you wish.

3.3.3 A professionally prepared inventory is required from you prior to the commencement of a Tenancy. Failure to provide, or instruct us to arrange one, may leave you unable to make a claim on the Tenant's Deposit at the end of the Tenancy and we accept no liability for any loss or damage suffered by you under these circumstances.

3.4 In-Tenancy Administration

3.4.1 In the event that one of your Tenants obtains your permission to leave the Property part way through the Tenancy and finds a suitable Tenant to replace him/ herself with, we will charge you £120 inc. VAT **(£100 + VAT)** to administer the Change of Sharer process.

3.4.2 In the event that all Tenants obtain your permission to terminate their agreement with you earlier than the Tenancy Agreement allows, we will charge you a fee for administering the surrender of their Tenancy. You may be provided with an opportunity to pass your reasonable costs back to the vacating Tenants, subject to circumstance. The charge will be £150 inc. VAT **(£125 + VAT)**.

3.4.3 In the event that you require us to serve notice for you to end a Tenancy, we require a minimum of 10 weeks' written notice and will charge £120 inc. VAT **(£100 + VAT)**. We will not be held liable for any delay in obtaining possession if insufficient time is allowed or you elect to serve notice yourself.

3.5 Tenancy Continuation Fee

3.5.1 When we renew or extend a Tenancy on your behalf you will pay a Tenancy Continuation Fee of £150 inc. VAT **(£125 + VAT)** which includes as many of the following as are necessary to facilitate the renewal, extension or hold over:

- Preparation of the most suitable type of Renewal Tenancy Agreement or Memorandum of Agreement

- Rent review and re-negotiation of Rent and Term (where instructed by you)
- Re-registration of your Tenant's deposit with the Tenancy Deposit Scheme (TDS) if necessary.

3.5.2 In the event that one or more of these features is not required, our Tenancy Continuation Fee will not be adjusted.

3.6 Keys

3.6.1 We will securely hold a full set of keys where we are instructed to provide our Property Management Service for either long or short term let. Where we are not providing a full management service we will hold keys for a period of 28 days following the granting of a Tenancy or withdrawal of a Property from marketing before reserving the right to securely dispose of keys or access fobs which have not been collected by you.

3.6.2 We will hold all keys and access fobs in our secure key system which ensures they are unidentifiable to third parties. Our liability is strictly limited to the cost of replacement keys or fobs in the unlikely event of loss or damage.

3.7 Vacant Property Supervision Service

We will supervise an empty property between tenancies, if instructed to do so by you, for £180 inc. VAT **(£150 +VAT)** per month or part thereof. This includes:

- Visiting the property once a month
- Collecting and forwarding any post once a month
- Arranging for heating/ water systems to be drained down (using a contractor, at your cost) if required
- Overseeing the redirection of utility accounts back into/ out of your name
- Settling ongoing utility accounts (Fully Managed clients only)

3.8 Sale of Property

3.8.1 Our Commission fee remains payable in accordance with these Terms where the Property is sold or transferred with a Tenancy in place. You or your solicitor should assign liability for the ongoing payment of the Commission fee to the purchaser, otherwise liability for the Commission fee and all other fees will remain with you in full even after you have sold the Property.

3.8.2 Should you wish to sell your Property to a Tenant introduced by us, we will provide a Sale Support service to broker and progress the sale transaction in accordance with your instructions. The charge for this service shall be 1.2% inc. VAT **(1% + VAT)** of the sale price where you ask us to provide some or all of the following services:

- Evidence-based property valuation, pricing advice and local market overview.
- Full sale price negotiation, with the option to upgrade to a full open-market Residential Sales Service (separate Terms & Conditions apply, available on request) should mutually agreeable terms fail to be reached between yourself and the Tenant.
- Transaction viability check, including verification of the Tenant's financial position and ability to proceed, compliance checks and full check chain (if applicable).
- Introduction to Hamptons' preferred partners offering financial services, conveyancing, surveying (if required) and other associated moving services.
- Comprehensive deal progression, including ongoing chain checks, communication management between solicitors, brokerage of additional sale considerations (including chattels, fixtures and fittings) and regular progress reports throughout the sale process.
- Return of the Tenant/ Purchaser's deposit on completion of the sale.

Sale commission is due upon exchange of contracts but may, at our sole discretion, be deferred until the date of completion.

3.9 Licensing

3.9.1 You warrant on the signing hereof that you are in possession of all relevant licenses to rent the Property as required by parts 2 & 3 of the Housing Act 2004. In the event that it becomes apparent you do not hold and/ or do not immediately apply for such a licence then we are entitled to terminate these Terms by giving you immediate notice to do so.

3.9.2 In the event that the proposed terms of any Tenancy, new or at renewal, necessitate licensing under either a mandatory or discretionary scheme, we may refer you to a specialist third party provider of licensing services who will support you through the application process. The charge for this will be £474 inc. VAT **(£395 + VAT)** and further charges may be incurred depending on the type of license required and level of support required by you to obtain it.

3.9.3 We will not apply for or hold a license on your behalf, therefore, as you are the Landlord and licence holder, you are responsible for the licensing requirements and for complying with any licence conditions. We, as agent, exclude all liability and responsibility for any breach of the licencing requirements. Where we do not manage the Property [under our Property Management Service], you as licence holder must provide out of hours emergency cover and contact details to the Tenant directly, as required under the licencing conditions.

3.10 Court Attendance

Should any member of our staff, or anyone instructed by us, be required to attend a court or arbitration hearing we will charge £120 inc. VAT **(£100 + VAT)** per hour or part thereof including travel time, subject to a minimum of 2 hours.

3.11 Property Preparation Service

Where our assistance is required to help prepare or enhance a property for marketing or tenancy purposes, a charge of £90 inc. VAT **(£75 + VAT)** per hour shall apply. This service is offered subject to staff availability and any items purchased, supplied or received by us on your behalf must be paid for in advance (as invoiced). In the unlikely event that a tenancy does not proceed, the cost of this service remains due and payable in line with our standard payment terms.

4 FEES AND CHARGES

4.1 VAT

All charges levied by Hamptons are subject to VAT at the prevailing rate, currently 20%. Should the rate of VAT change, our fees and charges shall be adjusted accordingly without further notification to you.

4.2 How Our Fees Are Calculated

4.2.1 All Commission fees are expressed as a percentage of the agreed Rent for the entire Tenancy period.

4.2.2 All Commission fees are payable for the duration of any Tenancy, including renewals, extensions and hold overs whether arranged by us or not at the original percentage rate. See Tenancy Renewals at clause 4.5.

4.2.3 If we introduce a Tenant who enters into an agreement to rent your Property as a consequence of our actions, whether or not we have negotiated the terms of the Tenancy or been involved with its administration or granting, our Commission fee will become payable to us at the rate(s) set out in this document for the entire duration of the Tenant's occupation of the Property.

4.2.4 Where there is more than one Tenant, our Commission fee is payable in full for the term of any Tenancy where one or more of the original tenants remain in occupation.

4.2.5 We reserve the right to charge a cancellation fee equivalent to half a month's rent plus VAT if you withdraw from a proposed Tenancy once you have accepted an offer and references have been applied for and/or Tenancy documents prepared.

4.3 How Our Fees Are Collected

4.3.1 Commission relating to the Standard Letting Service (11% + VAT), Short Let Service (19% + VAT) and Managed Short Let Service (25% + VAT) is due in full for the entire term of the Tenancy. These fees and charges will be deducted on or before the start date of the Tenancy, from the initial payment(s) of Rent received on your behalf at the start of the Tenancy or from other monies collected or held on your behalf at that time.

4.3.2 Fees for our Property Management (17% + VAT) or our Managed-Only Services (6% + VAT) are due at the start of the Tenancy or from the date we are appointed to fully manage the property. Fees will be collected in line with the frequency with which Rent is due under the terms of the Tenancy from Rent(s) received during the Tenancy's term. In the event of non-payment of Rent, these fees remain due and will be collected from monies held on your behalf at that time.

4.3.3 Fees for our Vacant Property Management service are due monthly in advance and will be collected from monies held on your behalf or from you, as invoiced.

4.3.4 Payments relating to the provision of Additional Services, including but not limited to those detailed in Section 3 of these Terms, are due when invoiced and will be deducted from Rent(s) received on your behalf or from other monies collected or held on your behalf.

4.3.5 Should no such monies be held when fees or charges become due, should you have chosen to collect the Rent yourself or should you simply prefer to receive your rental instalment(s) unaltered by the deductions detailed within these Terms, our Commission fee and all other charges will become payable by you in full prior to the commencement of a Tenancy or when invoiced.

4.3.6 All payments are due within 14 days of invoice. We reserve the right to charge interest on late payments at a rate of 3% above the Bank of England base rate from the day payment was due until the date of receipt.

4.4 How Our Fees Are Refunded

4.4.1 If you or your tenant terminate the Tenancy prior to its end date in accordance with the terms of your Tenancy Agreement (by exercising a contractual break clause, for example) a pro-rata refund of our Standard Letting Service commission will be made covering any unexpired period of Tenancy.

4.4.2 Unless requested otherwise by you in writing, we will apply any Commission refund as a credit against your next tenancy.

4.4.3 If a termination occurs by mutual agreement between yourself and the Tenant where there is no contractual provision for such an event, our commission remains due and payable for the term of the Tenancy or until the first date upon which a contractual break clause may be exercised.

4.5 Tenancy Renewals

4.5.1 Prior to the end of any fixed term Tenancy we will work with you to secure an extension or renewal with the same Tenant(s). If you decide to renew, extend or hold the Tenancy over, whether on a fixed term or statutory periodic basis, our Commission fees shall remain payable for the duration of the Tenant's further stay whether we negotiate or effect the renewal or not.

4.5.2 The Commission fee for our Standard Letting Service or Short Let Service is payable in full in advance at the start of any renewal period and again thereafter on each subsequent anniversary of the Tenancy's start date for as long as our mutual Tenant, or somebody introduced by our mutual Tenant, remains at the Property.

4.6 Set-Off

4.6.1 We may at any time, upon written notice to you, deduct any outstanding monies or fees owed to us for Services provided, from Rent(s) received on your behalf or from other monies collected or held on your behalf in relation to any Property managed by us or within your Property Portfolio.

4.6.2 Any exercise by Hamptons of its rights under this clause shall not limit or affect in any way, any other rights or remedies available to it under these Terms or otherwise

5 CLIENT ACCOUNTING

5.1 Rent Collection & Processing

5.1.1 We will collect the Rent in accordance with the terms of the Tenancy Agreement, but cannot guarantee and give you no warranty that the Tenant will pay the Rent on time.

5.1.2 Where Rent has been outstanding for 5 working days, we will use our reasonable endeavours to collect payment from the Tenant and will continue to do so for up to 28 days. At the end of that period, we will offer advice about next steps but cannot commence formal proceedings on your behalf. We are unable to engage with your insurers if you have taken out a Rent & Legal Protection insurance policy, but you should notify any such provider as soon as you become aware of late or missing payments.

5.1.3 We will provide you with regular rental statements throughout the Tenancy reflecting income and expenditure, free of charge. Should you require a year-end collation of accounting statements we will charge £120 inc. VAT **(£100 + VAT)** for providing duplicate documents.

5.2 Client Bank Account

5.2.1 Any funds held by us as agent will be held in a bank account designated as a client account and separate from our own funds. A list of accounts where monies are held is available by application in writing to our Head of Client Accounting, Hamptons, Suite B, Floor 3, Whitefriars, Lewins Mead, Bristol. BS1 2NT

5.2.2 Client Money Protection is provided by ARLA Propertymark.

5.2.3 When transferring monies to you, we make no charge for doing so via Bankers Automated Clearing System (BACS). We will charge £24 inc. VAT **(£20 + VAT)** should you request a UK same day Telegraphic Transfer (TT) and overseas at £36 inc. VAT **(£30** + VAT).

5.2.4 We cannot accept cash payments under any circumstances, either via our branches or into our Client Account. Online debit card payments or inter-bank transfers are acceptable, our account details will be provided on request.Any interest or other income derived from the operation of our client accounts shall be our exclusive property and will be retained by us to offset costs in relation to handling client monies.

5.3 Overseas Landlords

5.3.1 You must tell us if you are not a resident of the UK for tax purposes.

HMRC operates a scheme called the Non-Resident Landlords Scheme for taxing the UK rental income of non- resident landlords ('The Scheme'). The Scheme requires UK lettings agents to deduct basic rate tax from any Rent collected for Landlords who are not resident in the UK for tax purposes.

5.3.2 It is possible to obtain consent from HMRC to receive your rental income without tax deducted. It is your responsibility to obtain such consent, as well as to adhere to HMRC's Self-Assessment requirements thereafter, and provide us with your approval number prior to the commencement of a Tenancy. In the event that you fail to do so, we will deduct tax at source at the basic rate and you will need to reclaim any overpayment directly from HMRC in accordance with their rules and working practices.

5.3.3 Where we are required to withhold tax and make returns to HMRC on your behalf we will charge £60 inc. VAT **(£50 + VAT)** per return.

5.3.4 We are required to withhold tax if:
- You have informed us you are non-resident but have not supplied an approval number
- You do not provide us with an approval number before the start of a Tenancy
- We reasonably believe you are non-resident without an approval number

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

6 DEPOSITS

6.1.1 As part of our Standard Letting Service we will collect and hold a Deposit from the Tenant as Stakeholder as security against any unpaid rent, bills, dilapidations or costs, liabilities or losses caused by the Tenant during a Tenancy. At the end of a Tenancy, we will release the Deposit to the Tenant once both you and the Tenant have agreed any deductions in writing or an appropriate third party adjudicator or court has ruled how it should be allocated.

6.1.2 As part of our Short Let Service we will collect and hold a Deposit from the occupant as Landlord's agent, unless otherwise specified by the Short Let Agreement. Should there be any reason to make a deduction from the Deposit at the end of a short let which we have not managed, you hereby agree to provide clear written evidence to the occupant to support your claim.

6.1.3 In the unlikely event that the deposit is inadequate to cover the value of any claim against a Tenant or occupant for damage or loss, you accept responsibility for pursuing any further claim against them directly. You acknowledge the possibility that occupants who reside abroad may be difficult to pursue in this regard and will not hold Hamptons responsible for the conduct of any occupant in relation to the apportionment of a deposit.

6.2 DEPOSIT PROTECTION (Assured Shorthold Tenancies only)

6.2.1 We will hold your Tenant's Deposit in a Deposit Protection Scheme. Our chosen scheme is operated by The Dispute Service trading as Tenancy Deposit Scheme (TDS) and full details of the scheme can be found at: www.tenancydepositscheme.com

6.2.2 At the end of the Tenancy we will release the Deposit to the Tenant, once both you and the Tenant have agreed any deductions in writing or an appropriate third-party adjudicator or court has ruled how it should be allocated.

6.2.3 You consent on the signing hereof that we may include any fee or other monies properly due and payable by the Tenant to us, as part of the charges to be deducted from the Tenant's deposit, and deduct such fees prior to paying over the Tenant's deposit to the Tenant.

6.2.4 If you decide to protect the Deposit yourself (or appoint another agent to do so) and the Tenant agrees, you must provide us with the following information before we will release the Deposit:
- Your custodial scheme membership number and the exact name on the account; or
- Your Deposit Protection Scheme insurance protection confirmation complete with all relevant and correct details once it is active; or
- A valid TDS or MyDeposits deposit protection certificate complete with all relevant and correct details.

You will fully indemnify us in respect of any liability that falls upon us in the event that you fail to register the Deposit as required by your chosen scheme's rules or to comply with the associated formalities. We do not guarantee that our Tenancy Agreement complies with the requirements of any other scheme and will not accept any liability for any loss suffered if you fail to comply with the deposit protection legislation, current good practice or Tenancy Deposit Protection scheme rules.

6.2.5 Where the Deposit is held in your nominated Deposit Protection Scheme, it is your responsibility to serve and re-serve (where applicable) the prescribed information on the Tenant or any interested parties at all relevant periods in accordance with the applicable legislation. You will be responsible for dealing with the scheme administrators for the release of the Deposit or any dispute.

6.2.6 Should you fail to protect a Tenant's deposit in a timely fashion we reserve the right to register the Deposit ourselves or to return the Deposit to the Tenant. If we register the Deposit and later transfer it to you or another scheme for any reason a charge of £60 inc. VAT **(£50 + VAT)** will be applied to cover our administrative costs.

6.3 Deposit Replacement Products

6.3.1 Where the Tenant has opted to purchase a Deposit Insurance policy instead of a Cash Deposit, we use InsureStreet Ltd t/a Canopy as a supplier for deposit free rental services. In administering the Deposit Insurance policy, we act as an introducer appointed representative ("IAR") of InsureStreet Ltd t/a Canopy (Deposit Free or Guarantee).

6.3.2 Where the Tenant has opted to purchase a Deposit Insurance policy, no cash Deposit will be provided. The Tenancy requires the Tenant to maintain the Deposit Insurance policy throughout the duration of the Tenancy. We shall inform you as soon as reasonably practicable if the Deposit Insurance policy is cancelled for any reason and advise you to collect a Deposit from the Tenant in accordance with these Terms and the Tenancy.If the Deposit Insurance policy is cancelled for any reason and the Tenant fails to provide a Deposit, we may deduct the Deposit from any Rent paid by the Tenant until the Deposit is satisfied in full. We will discuss and agree such deductions with you.

7 THIRD PARTIES

7.1 Other Lettings Agents

From time to time, to improve the efficiency of the Services we provide, we may instruct other agencies to assist us in finding a Tenant for the Property. This will not result in any increase in fees and you will not be liable to pay any fees to any other agent, but we may share the fee you pay us with them.

7.2 References

7.2.1 Should you wish to undertake further or more detailed referencing of a prospective Tenant, we will arrange this using an independent third-party supplier and apply a charge of £60 inc. VAT **(£50 + VAT)** per Tenant. This also applies to the referencing of guarantors where one is recommended and accepted by you.

7.2.2 Reasonable care will be taken when instructing independent referencing companies on your behalf, but we accept no liability for any failure on their part, for any misrepresentation made by the Tenant or for any failure on the Tenant's part to meet their obligations under the terms of the Tenancy.

7.3 Insurance

Countrywide Estate Agents trading as Hamptons is an Introducer Appointed Representative (IAR) of Homelet a trading name of Barbon Insurance Group Ltd which is authorised and regulated by the Financial Conduct Authority (Registration Number 308724). Countrywide Estate Agents is an Introducer Appointed Representative (IAR) of InsureStreet Limited.
Hamptons introduces business to Keysafe UK Limited, which is authorised and regulated by the Financial Conduct Authority (Registration Number 315206) Hamptons is able to provide details of insurance products available through these companies, including Rent and Legal Protection (RLP) Insurance and buildings and contents insurance. On the signing hereof you give consent for your details to be passed to these companies whereupon they may contact you to discuss your requirements in more detail.

7.4 Utilities

7.4.1 From time to time we may use a third party to assist with the transfer of utilities between you and the Tenant or between tenancies and on the signing hereof you give consent for your details to be shared for this purpose. Such third parties may contact you or the Tenant with details of appropriate supplier details and tariffs. You are under no obligation to accept any services they may offer but should not reasonably withhold consent for the Tenant to switch utility supplier.

7.4.2 By signing these Terms you agree that we may provide your contact details to a third party for the purposes of:

- registering the electricity and/or gas meters at the Property in your name at your home address or such other correspondence address as you have provided to us
- registering you with the relevant local authority for the payment of council tax
- registering you with the incumbent water supplier to the Property

7.4.3 We will not accept any liability for any loss suffered if you or your Tenant fail to action the transfer of the gas, electricity, council tax, water or any other utility or services account.

7.5 Supplier Commissions

We may instruct our preferred contractors to perform various services at the Property and/or in respect of the Tenancy, such as provide repair and maintenance services and/or provide services to you or your Tenant. In consideration of the work we introduce, we may receive and retain a Commission fee for services provided to you (or to us) by that contractor or third party which it is agreed we may retain. This fee is paid to us and not to you.
We will inform you of the sum we are paid by any particular contractor or third party on receiving a written request from you.

8 TERMINATION & SUSPENSION

8.1 We will continue to provide our Services for the duration of the Tenancy, unless you terminate our appointment in accordance with this clause.

8.2 If you terminate our appointment by giving us the required notice, Commission fees will continue to be payable until the effective date of termination and we will be entitled to charge the fees as set out in this clause.

8.3 Our Services will be provided for a minimum duration of 6 months from the date of commencement of the Tenancy, or for the entire duration of any short term let (lasting less than 6 months). Subject to this minimum duration, and the provisions of clause 8.4, you can terminate our Full Management Service or Standard Lettings Service by giving us 1 month's written notice.

8.4 If you terminate our appointment under our Full Management or Standard Letting Service but continue the Tenancy with the Tenant introduced by us, even if the renewal or extension of the Tenancy is negotiated by another agent, you must pay us a Commission fee equivalent to the Standard Letting Service fee until whichever of the following occurs first:

- the Tenant leaves the Property; or
- 60 months from the date the Tenancy commenced.

8.5 Within 28 days of terminating our appointment for any reason, you must arrange for the transfer of the Deposit. If you fail to arrange this transfer, we will charge a Deposit Retention Fee of £120 inc. VAT **(£100 +VAT)** to reflect the ongoing costs incurred by us in maintaining the Deposit.

8.6 We reserve the right to suspend or terminate our Services in whole or in part if you breach any provision of these Terms including if any payments from you are outstanding, or if you breach any of your statutory obligations. We are not obliged to perform the Services until full payment of the outstanding amount has been made or the breach has been rectified.

8.7 These Terms may be terminated with immediate effect by you or us if either party commits a material breach that is not capable of being remedied or, if the breach can be remedied, if the party in breach fails to remedy it within 28 days of being notified in writing to do so. Where you terminate the contract under this clause as a result of a material breach on our part no further fees will be payable by you to us.

9 YOUR WARRANTIES & OBLIGATIONS

9.1 By signing these Terms of Engagement you warrant that all the information you have provided and will continue to provide about the Property and its contents is true and correct. We will not be liable for any loss you may suffer as result of incorrect, incomplete or misleading information provided by you or any other person or organisation acting on your behalf.

9.2 By signing these Terms of Engagement you acknowledge your responsibility for ongoing compliance with all applicable legislation and regulation, including (but not limited to) that detailed in our *Guide for Landlords*, and agree that we are not liable to you or to any third party for your failure to comply.

9.3 You warrant on the signing hereof that you have obtained all the necessary consents and approvals to let the Property as you intend from your mortgage lender, building and contents insurer(s), freeholder, local authority and any other party having an interest in the Property. We will not be held liable for your failure to do so and you indemnify us on the signing hereof against any repercussions resulting from your failure (however unintended) to obtain the necessary authorisations.

9.4 Hamptons is subject to the Money Laundering Regulations and the UK sanctions regime. These regulations require us to verify the identity of customers and screen against relevant sanctions lists. Hamptons reserves the right to employ third parties for the purposes of verifying identity and undertaking sanctions checks.

9.5 You warrant that you are the sole or joint owner(s) of the Property and/or that you have the legal right to instruct us and to let the Property. You will indemnify us for any liability that arises if you do not have such authority. In the case of joint ownership, you warrant that all owners (as they appear on the Property's title deeds) shall be named on the Tenancy Agreement and it is agreed on the signing hereof that multiple Landlords shall be jointly and severally liable under these Terms.

10 INDEMNITY

10.1 You agree to reimburse us in full all costs, expenses (including legal expenses) or liabilities incurred by us in carrying out the Services, including but not limited to:

- Any costs, claims expenses or liabilities incurred by us as a result of any false or misleading information provided by you;
- Any costs, claims, expenses or liabilities incurred by us as a result of your failure to comply with any applicable law, including but not limited to any failure to comply with your obligations set out in these Terms;
- Any costs, claims, expenses or liabilities incurred by us as a result of any instruction given by you to refuse to grant a Tenancy to any prospective Tenant for whatever reason.

11 EXCLUSION OF LIABILITY

11.1 Our Services will be provided using reasonable care and skill. We do not:

- give any warranty or guarantee regarding the suitability of any Tenant, or their compliance with the Tenancy;
- accept any liability should any information in any prospective Tenant's references prove to be false, inaccurate or misleading; or
- accept any liability for any acts or omissions of any third party engaged by us on your behalf unless we failed to exercise reasonable care and skill in their selection; or
- accept any liability for any matter already specifically excluded within these Terms.

11.2 Our entire liability to you in respect of the Services provided shall not exceed the greater of £100,000 or 12 months' rent. We are not liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with these Terms.

11.3 These Terms do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

11.4 Each party acknowledges that in entering into the Terms it does not rely on any statement, representation or warranty made innocently or negligently by any person who is not included in the Terms, or by any person who is not a party to the Terms.

12 USE & DISCLOSURE OF INFORMATION

12.1 You shall keep Confidential Information secret and confidential and shall not use such Confidential Information except for the purpose of exercising or performing your rights and obligations under or in connection with these Terms ("Permitted Purpose") or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted in these Terms.

12.2 The provisions of clause 12.1 shall not apply to any Confidential Information that (a) is or becomes generally available to the public (other than as a result of its disclosure by you or your representatives in breach of this clause); (b) was available to you on a non-confidential basis before disclosure by Hamptons; and (c) was, is or becomes available to you on a non-confidential basis from a person who, to your knowledge, is not bound by a confidentiality agreement with Hamptons or otherwise prohibited from disclosing the information to you.

12.3 You may disclose the Confidential Information to those of your representatives who need to know such Confidential Information for the Permitted Purpose, provided that (a) you inform such representatives of the confidential nature of the Confidential Information before disclosure; and (b) you procure that your representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause; and at all times, you are liable for the failure of any representatives to comply with the obligations set out in this clause 12.3.

12.4 We will both be transferring Personal Data to each other for the purposes of these Terms and the Services, and each of us will be an independent data controller in relation to any Personal Data collected. For example, you will provide us with your contact details, and we will be sending you details of prospective Tenants and guarantors, as well as copy documents such as the Tenancy Agreement, which all include Personal Data.

12.5 We may share your information with other companies within Countrywide and Connells group, who may use it to advise you of their services or issue quotations connected to the Property.

12.6 We are registered for the purposes of Data Protection Laws with the Information Commissioner (ICO) with registration number Z5292541.

12.7 Full details of how we process your information can be found on our privacy policy located here: http://www. countrywide.co.uk/ notices/PrivacyNotice.pdf

12.8 You may change your communication preferences by contacting us at privacy@countrywide.co.uk

12.9 Both of us shall comply with all the obligations imposed on a controller under the Data Protection Laws. This clause (Use and Disclosure of Information) is in addition to and does not relieve, remove or replace either of our obligations under Data Protection Laws.

12.10 Where one of us (the Data Discloser) discloses to the other (the Data Recipient) Personal Data for the purposes of the Services and the obligations under this Terms and Conditions we shall each:

- contain all necessary notices and consents in place to enable lawful transfer of the Personal Data;
- only disclose or allow access to the Personal Data by: its workers and those workers in its group companies; any third parties engaged to perform obligations in connection with these Terms including professional advisors, contractors and any third party providers including our outsourcing providers (the 'Permitted Recipients');
- ensure that all Permitted Recipients are subject to written contractual obligations relating to the Personal Data including obligations of confidentiality which are no less onerous than those imposed by these Terms;

- put in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- process the Personal Data in accordance with the Data Protection Laws and only to the extent as is necessary for the performance of its obligations under these Terms and in accordance with the other party's instructions from time to time;
- immediately notify the other party if it is of the opinion that an instruction for processing of Personal Data may violate the Data Protection Laws;
- maintain a record of its processing activities and the measures implemented under these Terms; and
- allow audits by the other party or the other party's designated auditor.

12.11 Both of us will assist the other in complying with all applicable requirements of the Data Protection Laws in relation to Personal Data. In particular, we shall each:

- promptly inform the other party about the receipt of any data subject access request and provide reasonable assistance in complying with any data subject access request;
- assist, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;
- at the written direction of the Data Discloser, delete or return any shared Personal Data to the Data Discloser on termination of this Terms and Conditions unless required by law to store Personal Data.

12.12 Notifications to us should be sent to privacy@countrywide.co.uk

13 COMPLAINTS & REDRESS SCHEME

13.1 We take customer satisfaction extremely seriously and it is very rare for things to go wrong. In the unlikely event of a problem please contact your local lettings office in the first instance to discuss your concerns and we will endeavour to resolve them promptly and efficiently. If you continue to be dissatisfied and wish to make a complaint, please visit www.hamptons.co.uk/ about/contact-us/customer-care for details of our Customer Care policy and complaints process.

13.2 Should your complaint still not be resolved to your satisfaction, we are members of the Propertymark (previously Association of Residential Letting Agents) and The Property Ombudsman

(TPO) Scheme and we subscribe to the code of practise for letting agents. We also subscribe to the redress scheme offered by The Property Ombudsman Service. Further information about how to make a complaint is available at www.propertymark.co.uk or www.tpos.co.uk or by contacting our Customer Care team as detailed in clause 13.1 of these Terms.

14 UPDATES TO THESE TERMS OF ENGAGEMENT

14.1 From time to time we may update these Terms of Engagement, including fees and/or charges, and we will do so by advising you in writing.

14.2 These Terms of Engagement, including any amendments or updates, shall apply to any Tenancy agreed in relation to the Property.

15 DEFINITIONS

"Additional Services" means those service(s) that you may request us to provide subject to additional fee(s), as listed throughout this document and in section 3 (Additional Services);

"Client Money Protection" is a scheme that reimburses Landlords and Tenants should an agent misappropriate rent, deposit or other client funds;

"Commission Fee" means those fees payable by you to us in respect of our Standard Letting Service, Short Let Service, Property Management Service (including Managed-Only) and Tenancy Renewal Services in consideration of us performing the Services, as set out throughout these Terms and in sections 2 (Our Services) and 4 (Our Fees);

"Confidential Information" means all confidential information (however recorded or preserved) disclosed to you by Hamptons, including but not limited to: (a) the existence and provisions of these Terms or any agreement entered into in connection with these Terms; (b) any information that would be regarded as confidential by a reasonable business person relating to the business, assets, affairs, pricing, customers, clients, suppliers, plans, intentions, or market opportunities of Hamptons (or of any member of the group of companies to which Hamptons belongs); (c) the operations, processes, product information, know-how, designs, trade secrets or software of Hamptons (or of any member of the group of companies to which Hamptons belong; and (d) any information developed in the course of carrying out these Terms;

"Data Protection Laws" means (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 2018;

"Deposit" means the sum payable by the Tenant before the start of the Tenancy in accordance with the terms of the Tenancy, the aim of which is to ensure that the Tenant fulfils their obligations under the Tenancy Agreement;

"Deposit Protection Scheme" means a Government-backed tenancy deposit scheme;

"Deposit Replacement Product" means a substitute for the Deposit;

"Fees" and "Charges" mean the Additional Services fee(s), Cancellation fee(s), Commission fee(s) and any other fees detailed herein;

"Deposit Free" and or "Guarantee" means the Deposit Replacement Product supplied by Canopy;

"Introduced" means that we made a Tenant or his/ her agent aware of the property by providing (i) written or verbal particulars, (ii) arranging a visit to the property whether accompanied or not, (iii) evidence of the property's availability by way of a To Let or For Sale board, online advert,print media promotion or any other form of advertising, provided that the introduction occurred in the 12 months prior to the Tenant signing a Tenancy Agreement or exchanging contracts for the purchase of the property or an interest in it. Our material involvement in the transaction or otherwise shall have no bearing.

"Landlord" means the owner or joint owners of the Property, or persons duly authorised under Power of Attorney, or any other legal power, to let out the Property and receive the Services under these Terms;

"Personal Data" means the following categories of information shared between you and us relevant to the following categories of data subject:

- your personal data - name, contact number, email address, home and correspondence postal address, Property address, bank details, HMRC Non-Resident Landlord Approval, HM Land Registry documentation;
- Prospective Tenant and Tenant data - name, contact number, email address, postal addresses including previous and forwarding address, documentation in accordance the Immigration Act 2014, third party referencing data, bank details;
- Prospective Guarantor and Guarantor data - name, contact number, email

address, postal address third party referencing data, bank details;
- Contractors, third party providers or advisors data - name, contact number, email address, postal address, bank details, insurance cover, membership or regulatory bodies (i.e. gas safe.);

"Property" means the freehold or leasehold property or properties detailed in these Terms of Engagement;

"Property Portfolio" means the selection of investment properties owned by the same Landlord and listed in the Annex;

"Rent" means the money payable to you by the Tenant in accordance with the terms of the Tenancy Agreement;

"Services" means the core services to be performed by us in accordance with these Terms of Engagement, as set out throughout this document and in section 2 (Our Services) and section 3 (Additional Services);

"Tenant" means the person who enters into a Tenancy Agreement with you;

"Tenancy" the right of the Tenant to occupy the Property under the Tenancy Agreement;

"Tenancy Agreement" means the agreement (including any continuation, extension or renewal of the agreement) between you and the Tenant setting out the terms of the Tenant's occupation of the Property;

"Terms of Engagement" means this document comprising Our Services, Additional Services, Fees & Charges, Landlord's warranties and obligations and these Terms;

"we, our, ours, us" means Hamptons is a trading name of Hamptons Estates Limited, Registered Office Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN. Registered in England Number 02036215. Hamptons Estates Limited is an agent and subsidiary of Countrywide Estate Agents Limited, Registered in England Number 00789476, Registered Office: Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN;

"you, your" means the Landlord who shall comprise of one or more persons.

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THE HOME EXPERTS

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