



# A Guide to Letting

## Grantley Sales & Lettings

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# TERMS OF BUSINESS FOR RESIDENTIAL LETTINGS

Grantley offers a comprehensive service at all levels of letting and/or management of your property. Red Clam Limited (trading as Grantley) is a company whose aim is to make the whole process of letting a smooth and worry free experience for both landlords and tenants.

The Estate Agents Act 1979 requires estate agents' fees and Terms of Business to be confirmed in writing. Our Terms of Business are set out below. These terms may only be varied if confirmed in writing. Where there is any variance between the Terms of Business and any accompanying written letter, the written letter will prevail.

If you accept the Terms and Conditions and wish to instruct us to act for you, please sign and return both a copy of the accompanying letter and Terms of Business.

In this agreement, any reference to "we", "us" or "our" is to Red Clam Limited ("Grantley") and any reference to "the landlord" or "the client" will be to you or vice versa.

## 1 INTRODUCTION OF TENANCY SERVICE

This service is for landlords who wish for Grantley to simply find a tenant. This service does not include collection of rental monies, or arrangement of any repairs/maintenance, but includes the following:-

### 1.1 Advertising

1.1.1 Grantley will advertise your property on major internet portal websites, as well as our own website. Grantley will also erect a board at the property (subject to any restrictions) unless told otherwise in writing.

### 1.2 The tenancy agreement

1.2.1 The cost of preparation of the tenancy agreement is borne by the landlord and by the tenant at a charge of £192 (inc VAT) each. In the event of the landlord instructing Grantley to proceed and subsequently withdrawing his instruction, a charge of £444 (inc VAT) will be applicable.

1.2.2 In the event that Grantley introduces a tenant who enters into an agreement to rent the landlord's property, commission becomes payable to Grantley. The commission fee is payable on or before the commencement of the tenancy [and upon any extension(s), renewal(s) or hold-over(s) thereof, and for any further periods for which rental income is received, whether or not negotiated by Grantley]. The scale of the commission fees charged is as set out under Clause 8.

1.2.3 The commission fee is payable for any tenant introduced to the property by Grantley, whether or not the tenancy is finalised by Grantley. The commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement or where the tenant extends and/or holds over indefinitely, commission will be payable for the same period as the initial agreement.

1.2.4 Grantley will deduct the commission fee from the first two rental payments.

1.2.5 In the event that the landlord should serve notice requiring possession before the end of the full term no reimbursement of any commission fee is applicable.

### 1.3 References

1.3.1 Grantley will obtain references on prospective tenants through a referencing agency, including credit references. By signing the tenancy agreement or otherwise instructing Grantley to proceed with a letting, the landlord, or landlord's agent is deemed to have seen and accepted any such references or identity checks, or waived the requirement for these.

### 1.4 Agency

1.4.1 Grantley will ask you for confirmation of your instructions to proceed with a letting. The Client expressly authorises Grantley to sign the Tenancy Agreement and exchange contracts on their behalf.

1.4.2 Where Grantley acts as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in Clause 8 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Grantley, by you, or by any other agent or third party.

1.4.3 In the event that Grantley introduces a tenant who enters into an agreement to rent the landlord's property, commission becomes payable to Grantley. The commission fee is payable on or before the commencement of the tenancy and upon any extensions, renewals or hold-overs thereof, and for any further periods for which rental income is received, whether or not negotiated by Grantley. The scale of the commission fees charges is as set out in Clause 8.

1.4.4 Where Grantley is instructed to arrange for work to be carried out at the property an additional administration fee will be charged.

## 1.5 Preparation for Letting

1.5.1 The Client agrees that the property will be cleaned to a professional standard and the garden handed over in a neat and tidy condition.

## 1.6 Inventory and check-in

1.6.1 A professional inventory must be provided and the cost of the preparation of the inventory is a charge to the landlord. Grantley reserves the right to decline an inventory which is not acceptable and at your expense will instruct an inventory clerk on your behalf to make a new inventory or amend the inventory provided. Grantley also reserves the right to charge an administrative fee for this service. Grantley does not employ inventory clerks. Where instructed under the Letting and Management Service, Grantley will instruct independent firms to act on your behalf to prepare the inventory at the commencement of the tenancy.

1.6.2 Grantley does not accept liability for losses resulting from any errors or omissions within the inventory or the part of the inventory, nor for any errors or omissions in the check-in or check-out documents.

## 1.7 Check-out

1.7.1 Where instructed, Grantley will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.

## 1.8 Deposit

1.8.1 Grantley will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.

1.8.2 If you are holding the Deposit, whether we received it from the Tenant or not, it will be your responsibility to ensure continued protection from time to time during the tenancy. When a tenancy is renewed, or a statutory periodic tenancy arises at the end of the initial fixed term, it will be your responsibility to re-serve the Prescribed Information on the Tenant and any Relevant Person unless you specifically ask us in writing to do so. You agree that you will indemnify us for any losses that we suffer as a result of you failing to keep the Deposit properly protected and the Prescribed Information served.

1.8.3 Grantley is a member of the Tenancy Deposit Scheme (TDS) which is administered by:-

Name:	The Dispute Service Ltd
Address:	P O Box 1255 Hemel Hempstead, Herts, HP1 9GN
Tel number:	0845 226 7837
Fax:	0144 225 3193
Email:	deposits@tds.gb.com

1.8.4 The deposit will be held in accordance with the terms of the tenancy agreement, and the TDS where applicable.

1.8.5 Any interest earned on the deposit will be retained by Grantley to cover charges.

1.8.6 Under the terms of our standard assured shorthold tenancy agreement, the deposit will be held by Grantley in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme. All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. Grantley takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.8.7 Protection of the Tenancy Deposit with The Dispute Service Ltd (applicable to AST's only) will be a charged of £42 (Inc Vat).

1.8.8 If there is no dispute Grantley will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the landlord, or repay the whole or balance of the Deposit according to the conditions of the tenancy agreement with the landlord and the tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

- 1.8.9 If, after 10 working days following notification of a dispute to Grantley and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the deposit it will (subject to clause 1.8.6) be submitted to the Independent Case Examiner for the Dispute Service ('ICE') for adjudication. All parties agree to co-operate with any adjudication.
- 1.8.10 When the amount in dispute is over £5,000 the landlord and the tenant will agree by signing the tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the landlord and the tenant. The liability for any subsequent costs will be dependant upon the award made by the arbitrator.
- 1.8.11 The statutory rights of either the landlord or the tenant(s) to take legal action against the other party remain unaffected.
- 1.8.12 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.
- 1.8.13 If there is a dispute Grantley must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not the landlord or Grantley want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline Grantley.
- 1.8.14 Grantley must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 1.8.15 Tenancy Deposit Dispute Resolution. Arranging for submission of and responding to a Tenancy Deposit Dispute with the TDS (Non managed property) will carry an administration charge of £54 inc Vat per hour.

## **1.9 The Gas Safety (Installation and Use) Regulations 1998**

- 1.9.1 Under the above Regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.9.2 If Grantley is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be debited from the landlord's account.
- 1.9.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Grantley have not received a replacement valid certificate 14 days before the expiry of the original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be deducted from the landlord's account.

## **1.10 The Electrical Equipment (Safety) Regulations 1994**

- 1.10.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances supplied in the course of letting a property and the electrical supply are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.10.2 The landlord is legally responsible for ensuring that the electrical installation and all appliances, plugs and leads within the property are completely safe and undamaged, and remove or replace any faulty items.
- 1.10.3 Grantley recommends that an accredited electrician carries out a test on the electrical equipment and appliances. If the landlord does not have an Electrical Certificate, Grantley will notify the tenant of this fact.

## **1.11 The Fire and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993**

- 1.11.1 The landlord warrants that he is fully aware of the terms and conditions of the above regulations including any subsequent amendments or replacement regulations (the Regulations). The landlord declares that all furniture presently in the property or to be included in a property, including cover fabric and filling material of upholstered furniture, to which this agreement applies, complies in all respects with the Regulations.
- 1.11.2 The landlord warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy.
- 1.11.3 The landlord will provide to Grantley an Energy Performance Certificate (EPC) prior to marketing to show prospective tenants.

## 1.12 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

- 1.12.1 The Landlord is legally responsible for ensuring that a smoke alarm is equipped on each storey of the Property.
- 1.12.2 The Landlord is legally responsible for ensuring that a carbon monoxide alarm is equipped in any room of the Property which contains a solid fuel burning combustion appliance.
- 1.12.3 It is the Landlord's responsibility to ensure that each prescribed alarm is in working order on the day the tenancy begins if it is a new tenancy.

## 1.13 Legionnaires' Disease

- 1.13.1 In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the tenant at the Premises and confirms he has considered all risks regarding Legionnaires Disease.

## 1.14 Housing Act 2004

- 1.14.1 Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

## 1.15 Consumer Protection from Unfair Trading Regulations 2008

- 1.15.1 The landlord confirms that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the Premises forms part which may affect the letting of the Premises except as noted below.

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## 1.16 Renewals and extensions

- 1.16.1 Grantley will endeavour to contact both landlord and tenant before the end of the tenancy to negotiate an extension of the tenancy, if so required.
- 1.16.2 We will also draw up the appropriate documents for the renewal of the tenancy for signature by both parties. The charge to the landlord for this is £114 inc VAT.
- 1.16.3 Renewal Commission will be payable in advance and in accordance with the terms set out in the Instruction Form in respect of renewals, extensions and hold-overs or new agreements where the original tenant remains in occupation. It will also become due where the incoming tenant is a person, company or other entity associated or connected with the original tenant, either personally, or by involvement or connection with any company or other entity with whom the original tenant is or was involved or connected. Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation.

## **2 LETTING AND RENT COLLECTION SERVICE**

- 2.1 The Letting & Rent Collection Service includes all the provisions and terms of the Introduction of Tenancy Service in addition to those set out below. This service is for landlords who manage their own rented property but wish the agent to supervise the collection of rental monies. This service does not include arrangement of any repairs/ maintenance, but includes the following:-
- 2.1.2 We will collect rent in accordance with the terms of the tenancy agreement.
- 2.1.3 If the rent has not been paid 7 days after it falls due, we will notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices. We will also offer advice regarding legal proceedings for the recovery of the rent and repossession of the property where appropriate.
- 2.1.4 Transfer of money to the landlord. Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within five working days.

## **3 LETTING AND MANAGEMENT SERVICE**

- 3.1 The Management Service includes all the provisions and terms of the Letting and Rent Collection Service in addition to those set out below.

### **3.2 Transfer of utilities**

- 3.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Grantley will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.
- 3.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Grantley cannot be held liable if services are disconnected or are not transferred by the utility companies.
- 3.2.3 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts to the landlord. Grantley will pay bills received, provided we are in receipt of full funds to cover them, from monies held on the landlord's behalf until the property is re-let. Grantley cannot be held liable should the service companies cut off the services for whatever reason.
- 3.2.4 Grantley is entitled to accept and pay without question demands and accounts which appear to be in order, although obvious discrepancies will be queried.
- 3.2.5 Neither Grantley nor the tenant can be held responsible for retaining a particular telephone number at the property. Should you require the number to be retained you must contact the provider and make these arrangements directly with them and let us know that you have done so.

### **3.3 Repairs and maintenance**

- 3.3.1 We will attend to the day to day minor repairs and maintenance of the property and its contents.
- 3.3.2 We will contact you for permission to proceed if the cost of the work of any one item exceeds £250.00 (or other amount to be agreed in writing).
- 3.3.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500.00 and submit them for approval prior to the commencement of the work.
- 3.3.4 In the event of emergencies, Grantley reserves the right to instruct works to be carried out to minimise any possible delay or damage to your property.
- 3.3.5 If the cost of any work exceeds £500.00 an administration charge of 12% (inc VAT) of the invoice will be charged.

### **3.4 Payment of outgoings**

- 3.4.1 A float of £250.00 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.
- 3.4.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold the funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
- 3.4.3 Where instructed by the landlord, and where we hold sufficient funds, Grantley will pay ground rents and service charges and suppliers invoices as and when demands are received. Grantley is entitled to accept and pay without question demands and accounts which appear to be in order, though any obvious discrepancies will be queried.

### **3.5 Management inspections**

3.5.1 We will undertake two inspections of the property each year. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £120 (inc VAT) will be charged for any additional visits or inspections requested.

### **3.6 Check-out and deposit**

- 3.6.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. We require that you confirm in writing the deductions you wish to make within 10 days of the end of the tenancy. If there is a dispute over deposit deductions or Grantley are not able to obtain instructions, the disputed amount, or the whole deposit (whichever is applicable) will be forwarded to TDS, where applicable, in accordance with the tenancy agreement.
- 3.6.2 In the event of the disputed proportion of the tenant's deposit going before an arbitration panel, Grantley will attend the hearing by special arrangement. The fee for any such appearance will be £600 (inc Vat) per day, or part thereof plus travel expenses. Grantley will not accept any responsibility for the failure of any such claim made by the landlord.

## **4 VACANT MANAGEMENT SERVICE**

- 4.1 Grantley can manage your property before it is let or for any vacant period between tenancies.
- 4.2 Fees are subject to a quote based on the size of property, frequency of visits and any special arrangements and are chargeable monthly plus all expenses, including travel. The fee for any property is such fee as is agreed in writing between the parties.
- 4.3 Grantley will continue to manage the property during this period, but, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Grantley must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his insurance company should the property be empty for longer than thirty days.
- 4.4 Grantley require to be given a working fund of a minimum of £500 in order to pay contractors employed on behalf of the landlord. A fee of 12% (inc VAT) of the total cost of any work instructed will be charged in addition to the fee.

### **4.5 Dealing with third parties**

4.5.1 Grantley will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

### **4.6 Insurance**

- 4.6.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.
- 4.6.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

## **5 LANDLORDS RESIDENT OUTSIDE THE UK**

5.1 Income from all residential lettings in the UK is subject to Income Tax. A non-resident landlord may apply to the Inland Revenue for Self Assessment Status and a CNR number. If granted you will receive the rent gross and account yourself to the Revenue each tax year. Grantley is required to deduct basic rate tax and account to the Inland Revenue for all overseas landlords who have not provided a valid and current CNR number. Any such tax withheld will be placed on deposit in an instant access specified client account with Barclays Bank plc. No bank charges are levied and interest will be payable at tiered rates in accordance with the Barclays Bank Premium Account Tariff. Any marginal rate of interest earned through aggregation of accounts will be retained by Grantley to defray bank charges and audit costs. If the landlord is not granted Self Assessment Status the landlord may need to apply to the Revenue for a refund of excess tax once his accounts are up to date. The agent is required to complete quarterly returns to submit to the Revenue and the landlord. For the additional work involved where a landlord does not obtain Inland Revenue approval to receive rent gross, we will make a charge of £600 (inc VAT) per three month period.

- 5.2 If you become an 'overseas landlord' and are no longer resident for tax purposes in the United Kingdom, you must notify Grantley in writing immediately and if you fail to do so and Grantley is levied with any penalty or interest as a result, then you must pay the whole of that penalty and interest and any costs to Grantley upon being required to do so.
- 5.3 Grantley must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the Scheme. Grantley will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Grantley's registered office address.

## 6 GENERAL NOTICES

### 6.1 Permission and consents

- 6.1.1 The landlord warrants that consent to let from his mortgagees has been obtained, and
- 6.1.2 Where he is a lessee, the lease extends beyond the term that he proposes to let and that any necessary consents have been obtained, and
- 6.1.3 He has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and
- 6.1.4 Where he is a joint owner, he has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

### 6.2 Taxation

- 6.2.1 You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.

### 6.3 Commission and interest

- 6.3.1 Any commission, interest or other income earned by Grantley while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to contractors or inventory clerks, will be retained by Grantley.
- 6.3.2 Grantley has a minimum fee of one months rent (plus VAT) on a tenant find basis.
- 6.3.3 Where a Tenant or any Third Party introduced by the Agent or the Tenant purchases the freehold or the leasehold of the Property a fee equivalent to 1.2% (inc VAT) of the purchase price will be due upon completion and payable to Grantley by the Landlord.



Landlord to sign



Grantley to sign

### 6.4 Outstanding fees

- 6.4.1 The landlord agrees that, where any of Grantley's fees, commission charges and/or renewal commission charges remain outstanding for more than seven days, Grantley may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Grantley is instructed.

### 6.5 Keys

- 6.5.1 Where you provide us with a set of keys (or authorise us to use the keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.
- 6.5.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

## **6.6 Duplicate documents**

6.6.1 In the event of Grantley having to send duplicate documents or statements, a charge of £3.00 (inc VAT) per document or statement will be made, subject to a minimum charge of £12 (inc VAT).

## **6.7 Disclaimer**

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

## **6.8 Legal proceedings**

6.8.1 Grantley is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £600 (inc VAT) per day or part thereof plus all expenses including travel. Grantley will not accept service of legal proceedings on the landlord's behalf.

## **6.9 Indemnity**

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

6.9.2 If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

## **6.10 Amendments/variations**

6.10.1 This contract constitutes the entire agreement between Grantley and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing.

## **6.11 Interest**

6.11.1 Interest will be payable to Grantley at 4% above Barclays base rate on any fees, commission or other monies due to Grantley that remain unpaid 14 days after payment is due.

6.11.2 If we instruct solicitors or other parties to recover agreed fees, costs or charges, you agree to pay all costs incurred by us on an indemnity basis.

## **6.12 VAT**

6.12.1 All Grantley's commission fees and any other charges are subject to VAT at the prevailing rate.

## **6.13 Data protection and privacy policy**

6.13.1 Grantley is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. In the event of system failure backup may be required by our Support Service who are also registered under the Data Protection Act 1998. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer.

## **6.14 Sub Agency**

6.14.1 We may give details of your Premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Premises promptly.

## **6.15 Sub-Contractors**

6.15.1 Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, domestic energy inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

## 7 TERMINATION OF MANAGEMENT APPOINTMENT

- 7.1 Either party may withdraw instructions to manage the Property upon giving three months written notice. Notice given by either party does not affect our right to receive payment of our continuing charges set out under this agreement.

## 8 GRANTLEY'S COMMISSION

Grantley's fees and commission are as follows:-

- 8.1 For introducing a tenant is 12% (including VAT) of the total rent for the fixed term of the tenancy reducing to 9.6% (including VAT) thereafter.
- 8.2 Letting and Rent Service is 15% (inc VAT) of the total rent for the full term of the tenancy.
- 8.3 Letting and Management Service is 19.2% (inc VAT) of the total rent for the full term of the tenancy.
- 8.4 Management only is 9.6% (including VAT) for the tenancy.
- 8.5 Vacant Management Service as agreed separately in writing.
- 8.6 Refurbishment and major works fee is 12% (inc VAT) of total value.
- 8.7 if the property is sold all outstanding commissions become payable upon completion of the sale.

The Courts of England and Wales shall apply to these terms and conditions and the English Courts shall have exclusive jurisdiction. Grantley reserves the right to change the schedule of fees and these terms of business.

## 9 CONSUMER CONTRACTS (Information, Cancellation and Additional Charges) Regulations 2013 ("the Cancellation Regulations")

### Notice of the Right to Cancel

If you sign this contract away from our offices, either following face to face negotiations or if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:

- 9.1 You have the right to cancel this contract within 14 days without giving any reason.
- 9.2 The cancellation period will expire after 14 days from the day you sign this Agreement.
- 9.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email.
- 9.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.5 If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.6 Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page.

**If you request in writing that we begin performance of the service and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to us your cancellation.**

