

Checkmate.

Lettings and Management Solutions for Landlords

Terms and Conditions of Business, Fees and Charges

and

Your instructions to engage Checkmate

...plan **your** move



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Why not pick our trusted Rent Guarantee?

The **easier** way of letting your property.

- ✓ Visiting your property to provide a rental assessment
- ✓ Making an offer on your Property within 24 hours of visiting it
- ✓ Drafting a suitable commercial lease agreement and arranging signatures
- ✓ We are your tenant - guaranteed start date
- ✓ No empty periods. Rent is paid even if the Property is empty
- ✓ No furnishing required (You are to provide white goods only)
- ✓ Dedicated property manager
- ✓ Minor repairs handled by us (up to £100)
- ✓ Health and Safety compliance certificates provided by us
- ✓ Long term income (minimum 3-year contract)
- ✓ Up to 6 months' rent in advance (subject to additional terms)

Part A – Packaged services we provide

| | Management Services | Rent Collection Services | Lettings Services |
|---|---------------------|--------------------------|-------------------|
| Visiting your property to provide a rental assessment | ✓ | ✓ | ✓ |
| Marketing the property | ✓ | ✓ | ✓ |
| Conducting viewings with prospective Tenants | ✓ | ✓ | ✓ |
| Negotiating a Tenancy between yourself and prospective Tenants | ✓ | ✓ | ✓ |
| Taking a Holding Deposit which demonstrates both the Landlord and the Applicant's commitment to enter in an agreement subject to contract and references | ✓ | ✓ | ✓ |
| Providing a sample Tenancy Agreement to the Applicant | ✓ | ✓ | ✓ |
| Taking references for the Tenant(s) and Guarantor(s) as applicable (Please refer to the Schedule of Fees in Part B to see cost) | ✓ | ✓ | ✓ |
| Checking all of the Applicant Right to Rent documents at the commencement of the initial tenancy term for the proposed occupants | ✓ | ✓ | ✓ |
| Ensuring all of the safety paperwork e.g. Gas Safety certificate, Electrical safety checks etc. is in place for the commencement of the tenancy (any safety checks will be at your expense) | ✓ | ✓ | ✓ |
| Creating and arranging for the tenancy agreement to be signed by both parties (Please refer to the schedule of Fees in Part B to see cost) | ✓ | ✓ | ✓ |
| Arranging for an Inventory and Schedule of Condition to be created (at your expense) | ✓ | ✓ | ✓ |
| Arranging for a Check In to be carried out with the Tenants on the commencement of the tenancy (at your expense) | ✓ | ✓ | ✓ |
| Collecting the first instalment of Rent from the Tenant(s) and tenancy deposit | ✓ | ✓ | ✓ |
| Registering the deposit with The Deposit Protection Service or holding the tenancy deposit where the tenancy is not an assured shorthold agreement | ✓ | ✓ | |
| Arranging for the Tenant(s) to set up a standing order payable to us on your behalf | ✓ | ✓ | |
| Accounting to you with a statement for the first instalment of rent and deposit paid by the Tenant | ✓ | ✓ | ✓ |
| Negotiating any renewal of the tenancy at the end of the fixed term or during a periodic agreement (Commissions and fees are applicable) | ✓ | ✓ | ✓ |
| Arranging for the Tenant to make regular payments in accordance with their tenancy agreement | ✓ | ✓ | |
| Accounting to you throughout the term of the tenancy occupation with a statement of rent paid, invoices paid on your behalf and our fees / commissions | ✓ | ✓ | |
| Holding a set of keys for the duration of our agreement | ✓ | | |
| Property Visits on a 6-monthly basis | ✓ | | |
| Recording renewal dates for safety records and arranging for renewal checks (all safety checks are at your expense) | ✓ | | |
| Arranging repairs and maintenance as required at the Property and accounting to you accordingly on your statement | ✓ | | |
| Liaising with the Tenant regarding all matters in relation to the tenancy you have in place with them under our Management Service | ✓ | | |

| | | | |
|--|---|--|--|
| Serving a section 21 notice to end the tenancy agreement at the end of the fixed term or during a periodic tenancy (not for rent arrears or any other breach of the tenancy agreement) | ✓ | | |
| Arranging a check out at the Property with the Tenant (Please refer to the Schedule of Fees in Part B to see if this will be at your expense) | ✓ | | |
| Obtaining quotes for any work required / identified as dilapidations or for those which are your responsibility | ✓ | | |
| Informing the Tenant and negotiating any potential deductions from the Tenancy Deposit | ✓ | | |
| Administering the agreed return of the deposit via The Deposit Protection Service or directly from our client account. Separate charges apply where formal dispute arises see section B. | ✓ | | |

Management Plus (includes Eviction Services)

Our **best value** package offering a complete letting, managed and eviction solution.

| | |
|---|---|
| Everything included in Management Services above | ✓ |
| Serving a notice seeking possession on the Tenants when you want the tenants to leave | ✓ |
| Drafting a claim pack to commence possession proceedings if Tenant does not vacate the Property | ✓ |
| Filing the claim in court (Court fee payable by you) | ✓ |
| Where required, drafting a witness statement on your behalf in readiness for the initial court hearing | ✓ |
| Where applicable, applying for an administrative possession order | ✓ |
| Service of the possession order on the Tenants | ✓ |
| Applying to court for a warrant for possession (Court fee payable by you) | ✓ |
| Attendance at the Property when the bailiff executes the warrant for possession (Bailiff fees payable by you) | ✓ |
| Arranging for the changing of the locks (at your expense) | ✓ |
| Signing for possession of the Property on your behalf | ✓ |

Legal obligations!

- ! Energy Performance Certificate
- ! Electrical Installation Condition Report
- ! Gas Safe Certificate
- ! Smoke Alarms and Carbon Monoxide detectors
- ! Fitness for human habitation
- ! Furniture and Furnishings comply with fire safety regulations
- ! Property licensing with local authority

and more...

Part B – Table of fees and charges payable by you

Packaged services (“Service Fees”)

| | |
|---|---------------|
| Lettings Service Fee This rate applies on each renewal where a new tenancy agreement is signed | 8% plus VAT |
| Rent Collection Service Fee This is in addition to Lettings Service Fee | + 2% plus VAT |
| Management Service Fee This is in addition to the Lettings Service Fee but does not include Rent Collection | + 5% plus VAT |
| Management Plus Service Fee This is in addition to Management Service Fee | +8% plus VAT |

Individual charges not included within the Packaged Services (“Charges”)

| All fees quoted are subject to VAT | Management Services | Rent Collection Services | Lettings Services |
|---|---------------------|--------------------------|-------------------|
| Pre-tenancy | | | |
| Proof of ownership Obtaining updated title deeds from HM Land Registry | £10 | £10 | £10 |
| Tenant and Guarantor Referencing Charge applies per person being referenced | £35 | £35 | £75 |
| Right to Rent checks | Included | Included | Included |
| Tenancy Arrangement and Preparation to include: taking a holding deposit, preparing and circulating the tenancy agreement to all parties for signing, arranging the Tenant’s initial rental payment and deposit, providing you with a statement of account, providing the tenant with all statutory information required for the start of the tenancy | £300 | £300 | £350 |
| Arranging Key Cutting Cost of key cutting itself is charged at cost | Included | Included | £20 |
| Arranging safety or other checks or certification e.g., gas safety, EICR, EPC certificates (cost of certificate not included) | Included | Included | £50 |
| Arranging an inventory at check-in or check-out in addition to the cost of the inventory report | Included | Included | £50 |
| Registering the tenancy deposit in the Deposit Protection Service on your behalf and service of the Prescribed Information on the Tenant | Included | Included | £100 |

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|---|-----------------------------|-----------------------------|------------|
| Charge where we have found a suitable Prospective Applicant and have proceeded with the application and you refuse to enter into a tenancy with them for any reason or where you subsequently impose unreasonable conditions on the tenant before signing a tenancy agreement | 50% of Lettings Service Fee | 50% of Lettings Service Fee | 50% of Fee |
| During the tenancy | | | |
| Property visits in addition to the visits provided at your service level (per visit up to 1 hour) | £75 | £100 | £100 |
| Waiting at property/additional time at property per 15-minute intervals | £15 | £25 | £25 |
| Arranging any repair, refurbishment or building work contracts exceeding £1,000 fee quoted as a percentage of the contractor's total invoice | 10% | N/A | N/A |
| Providing duplicate monthly statement of account fee quoted per statement | £15 | £30 | £30 |
| Reporting to and/or making payments to HMRC for Non-Resident Landlords fee quoted on a quarterly basis | £150 | £150 | £150 |
| End of Tenancy or Annual Financial Statement | £25 | £50 | £50 |
| Variation to tenancy agreement any changes made to the tenancy by agreement | £200 | £250 | £250 |
| End of tenancy | | | |
| Preparation of renewal tenancy agreement At the end of the initial term of the tenancy | Included | £150 | £175 |
| Service of section 21 notice Only where there is no rent arrears or no other breach of tenancy | Included | £100 | £100 |
| Deposit release where the tenant disputes any claim over the deposit | £200 | £200 | £200 |
| General | | | |
| Additional work outside the scope of our arrangement (per hour) | £75 | £75 | £75 |
| Property licencing applications e.g., Additional/Mandatory/Selective license required by local authority | £500 | £500 | £500 |

Eviction Services (if Management Plus not purchased)

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|---|------|
| Service of notice seeking possession for any reason e.g., non-fault, rent arrears, breach of tenancy etc. | £150 |
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|---|---|
| Preparation of claim documents for court drafting claim form, particulars of claim and putting together exhibits | from £2,000 |
| Filing claim in court Our in-house solicitors will go on court record and file the claim on your behalf at the local court | £100 plus £355 court fee |
| Preparation for each court hearing Putting together the court hearing bundle and if necessary drafting a witness statement on your behalf | from £750 |
| Attendance at court Preparing for and attending court for the initial hearing. Our solicitor may instruct a junior barrister to attend | from £500 plus Barrister fees to be advised |
| Applying for an administrative possession order Accelerated possession claims only | £250 |
| Service of the possession order on the Tenants | £60 |
| Applying to court for a warrant for possession where the tenant fails to vacate the property after the date ordered in the possession order | £250 plus £130 court fee |
| Attendance at the Property when the bailiff executes the warrant for possession Bailiff fees payable by you | £75 for first hour £15 for every 15 minutes thereafter |
| Arranging for the changing of the locks | £50 plus cost of locksmith |
| Signing for possession of the Property on your behalf ready for re-letting or sale of property. Any repairs to the property will also be advised to you | Included |
| Schedule of condition preparing a schedule of condition of the property upon taking possession from the bailiffs | from £200 |

If the court proceedings are defended by the Tenant, our solicitor's hourly rate will apply and you will then have a detailed consultation as to how the remainder of the proceedings shall be conducted.

Ask us to provide you with a quote from our approved contractors

- + Energy Performance Certificate
- + Gas Safety Certificate
- + Electrical Installation Condition Report
- + Portable Appliance Testing
- + Risk Assessment for Legionnaire's Disease
- + Installation and testing of smoke alarms and/or carbon monoxide detectors
- + Third party inventories/check-in/check-out reports

Part C - Terms and conditions of Business

1. Parties

- 1.1. This agreement is made between the Landlord and Checkmate Estates Ltd (“Checkmate”).

2. Appointment

2.1. Your instructions

- 2.1.1. You instruct Checkmate to act on your behalf as your sole agent for the purpose of obtaining a tenant for the Property.
- 2.1.2. Our appointment will continue from month to month until terminated in accordance with clause 15 of this agreement.
- 2.1.3. You have selected the Service Package indicated in part D of this agreement and we will provide the services which relate to that Package as set out below in this agreement.
- 2.1.4. Upon receipt of these terms and conditions, signed by your or by your duly authorised representative, we shall be deemed to be instructed as your agent with your full authority to sign or to execute on your behalf all documents necessary to create an Occupation Agreement of the Property upon terms previously notified to you.
- 2.1.5. In the event that we have been unable to make contact with you after making reasonable endeavours to do so we may execute an Occupation Agreement upon terms we consider to be reasonably acceptable to you. You agree to give us 48 hours written notice if you wish to withdraw this authority.

3. Before we can act for you

3.1. Proof of ownership

- 3.1.1. You agree to provide us with evidence of your identity and address, including a valid passport or driving license and a bank statement or utility bill that is less than three months old to confirm your address. We are not able to let the Property or otherwise act as your agent until we have seen originals of these documents.
- 3.1.2. You confirm that you are the owner of the Property or are authorised by the owner to let the Property and that you have the full permission of any joint or beneficial owners to let the Property.
- 3.1.3. You authorise us to make such checks as we believe to be necessary in order to satisfy ourselves that we may lawfully act as your agent. You agree to provide us with any further information nor documentation which we reasonably require to verify your identity or authority to let the Property.
- 3.1.4. You warrant that at all times that this agreement has effect, you are the legal and beneficial owner(s) of the property.
- 3.1.5. You must notify us in advance if there is to be a change of ownership of the property including where the property becomes subject to a trust and provide a copy of any trust or transfer instrument that is eventually executed.
- 3.1.6. Any such notice that is made pursuant to clause 5.6.2 is to be provided in writing (including e-mail) and at least 28 days’ prior to any change of ownership.

3.2. Evidence of compliance with regulations

- 3.2.1. You agree to either provide us with the following information and documents. You must:
 - (a) Provide us with a Gas Safety Record that has not expired, as required by the Gas Safety (Installation and Use) Regulations 1998.
 - (b) Provide us with a Portable Appliance Test report, for all electrical equipment that you make available to the tenants, that is no less than 3 months old or authorise us to obtain such a report on your behalf at your expense.

- (c) Provide us with a Electrical Installation Condition Report for the Property or authorise us to obtain one on your behalf at your expense.
- (d) Provide us with an Energy Performance Certificate (EPC) which meets the minimum requirement for letting. The EPC must be made available to a prospective tenant at the earliest opportunity following an expression of interest in the Property.
- (e) Provide evidence of appropriate smoke and carbon monoxide detectors being installed in the Property. Rented properties must have a smoke alarm on each floor of the Property and a carbon monoxide detector in all rooms with a solid fuel appliance. The Landlord is required to have the detector and alarms tested prior to the start of the Tenancy and to hold records of such tests.
- (f) Provide us with a copy of a Legionnaires’ disease risk assessment.

- 3.2.2. If any of the documents in 3.2.1(a) – (f), above, have not been provided to us within 7 days of the start of the Tenancy (or you have not confirmed to us that you are arranging this yourself), you deem to have authorised us to arrange for the same, at your expense and in accordance with Part B of these terms.
- 3.2.3. You hereby confirm that all furniture and furnishings that you make available for the tenants complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) and that compliant furniture is clearly labelled as such.
- 3.2.4. You must obtain or apply for any required property licence under Parts 2 and 3 of the Housing Act 2004. If you fail to do so you agree that we are entitled to refuse to let or manage the Property, or otherwise act as your agent, unless and until you have obtained the necessary licence.
- 3.2.5. You must comply with the Right to Rent rules under the Immigration Act 2014.
- 3.3. **Failure to comply with regulations**
 - 3.3.1. You agree to ensure that you comply with all regulations applicable to the letting of the Property for so long as we are instructed as your agent, save to the extent that we have agreed in writing to ensure such compliance on your behalf.
 - 3.3.2. If in our reasonable opinion you are in breach of any regulation relating to the letting of the Property then we may either terminate this agreement with you by sending you notice in writing of such termination, or we may take such steps as are necessary (including repairing or replacing equipment or engaging tradesmen, contractors or any other agents) to remedy the breach on your behalf.
 - 3.3.3. If we remedy the breach on your behalf, then you agree to reimburse us in full for our costs of doing so.

4. Consents you must obtain

4.1. Mortgagees

- 4.1.1. If the Property is subject to a mortgage, you confirm that you have obtained the permission of the mortgagee to let or sub-let the Property. We will presume that you have obtained, or will obtain, such consent.

4.2. Sub-letting

- 4.2.1. If you are a tenant or a lessee you confirm that you have consent as necessary to sub-let your Property from the freeholder, their managing agent and any head lessee.

- 4.2.2. Where consent is required, you agree to obtain written consent from the relevant party and provide us with a copy promptly on request.
- 4.3. **Insurance**
- 4.3.1. You agree to ensure the Property and the contents included in the inventory or adequately insured at all times. You agree to ensure that your insurance allows the Property to be let. You agree to inform your insurers whenever the property is empty for periods longer than any maximum specified in your insurance policy. We will not be responsible for renewal of your insurance cover. The tenant may request sight of your insurance policy and you must therefore supply us with a copy of your insurance for this purpose.
5. **Our service levels**
- We will perform the services for the Service Package you have selected which are set out in more detail below. The table 'Packaged Services' in Part A above is for guidance only.
6. **Lettings Service**
- 6.1. **Initial visit** – Our Lettings Service will commence with an initial visit to view the Property, to agree a marketable rental value and to discuss any particular circumstances pertaining to you and the Property. Unless otherwise stated, rents quoted to a Tenant by us on your behalf are inclusive of ground rent and service charges, however charges for utilities, fuel and council tax will not be included in the rent as standard.
- 6.2. **Viewings** – As and when we have parties interested in viewing your Property, we will always accompany the prospective tenants to your Property or in exceptional circumstances we may arrange for them to meet you at the Property (if practical). If the current occupiers refuse access we cannot enter the Property and after we inform you, we are not obliged to take any further steps.
- 6.3. **Prior to letting** - You must ensure that the Property is fit to be let. All machines, gas appliances and white goods must be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. You must ensure that the Property has been cleaned and the garden, if applicable, should be in good seasonal condition, details of which should be shown on the inventory. We may refuse to let the Property if we are reasonably of the opinion that the Property is not fit to be let.
- 6.4. **Holding Deposit** - When we receive an application to rent the Property for persons who we believe to be an acceptable Prospective Tenant with an acceptable 'move in' date (the "Proposed Tenant"), we will ask them to pay a Holding Deposit to us. We will retain the Holding Deposit during the negotiations with the Proposed Tenant in accordance with the Tenant Fees Act 2019, if that Act applies to the proposed Tenancy. You agree that we at our sole discretion may return the full Holding Deposit to the Proposed Tenant when we consider this to be appropriate. If a Tenancy is entered into with the Proposed Tenant, the Holding Deposit will either be credited to the Tenant's Rent account or returned to them. If the Proposed Tenant decides not to enter a Tenancy for the Property, is found to not have a Right to Rent or provides false or misleading information to us, we may be entitled to retain all or some of the Holding Deposit. You agree that if We do not return the Holding Deposit to the Proposed Tenant, we will keep this money.
- 6.5. **References** - Unless otherwise instructed, we will take up references from the prospective Tenant and any guarantors. Any cost incurred for referencing a Prospective Tenant will be charged

to the Landlord as quoted in our Table of Charges. We may engage a specialist referencing company to take references or we may do this ourselves. Usually, references are taken from employers and previous landlords. We may also obtain a character reference, bankers' reference or a credit report at our sole discretion. Under exceptional circumstances and where we reasonably consider the references to be satisfactory, you agree that we may sign a tenancy on your behalf as your agent. In some circumstances we may request a guarantor and pursue the relevant references. Although we shall endeavour to ascertain the suitability of the tenant we are relying on information provided by a third party and we are not responsible in any way for the accuracy or completeness of the information provided or for the suitability of the Tenant. In all instances (where the proposed tenancy is either a licence or an Assured Shorthold Agreement), on day 15 after the Holding Deposit was accepted, we shall:

- (a) Enter into an agreement with the Tenant on your behalf (subject to acceptable references)
- (b) Refund the Holding Deposit to the Tenant
- (c) Extend the permitted time (with the agreement of the Prospective Tenant) we are able to continue holding the Holding Deposit
- (d) Retain the Holding Deposit (or part of) if the application was deemed unsuccessful or unacceptable

- 6.6. **Inventories and Schedules of Condition** - We strongly recommend that an Inventory and Schedule of Condition is prepared in all cases to alleviate difficulties arising from damage claims. We may engage a professional independent inventory clerk to prepare the Inventory and Schedule of Condition. Without an Inventory and Schedule of Condition you will have significant difficulties if there is a dispute with the Tenant at the end of the Tenancy.

You agree that you will pay us the cost of the Inventory and Schedule of Condition at the start of the Tenancy.

We are not responsible for any errors or omissions of third party inventory clerks.

You agree to meet the cost of an inventory clerk checking the Property at the end of the Tenancy whether this work is done by us or an external third party.

If you have instructed us specifically not to arrange for an Inventory and Schedule of Condition to be prepared, we will mark the tenancy agreement accordingly and ask you to confirm your instruction in writing.

- 6.7. **Cleaning** - We strongly recommend that the Property is professionally cleaned prior to the commencement of any Tenancy. We can arrange this on your behalf and you will be responsible for the cost.

- 6.8. **Tenancy Agreement** - Our standard form of Tenancy is an Assured Shorthold Tenancy under the Housing Act 1988. Where a company or common law tenancy has been proposed we can supply a suitable agreement. This agreement is available for your inspection before the tenancy commences. We will endeavour to provide you with a copy of the final agreement prior to the commencement of the tenancy so that you may ensure the terms agreed are reflected in the agreement.

If you request additions or changes to our standard tenancy agreement, or if you provide your own tenancy agreement, then you agree that we are not responsible if there is any difficulty implementing or enforcing the agreement.

- 6.9. **Broadband** - When marketing the Property, we will assume in every case that a line to facilitate broadband is connected to the Property. If this is not the case you must notify us prior to the marketing of the Property.
- 6.10. **Rent Arrears/Breaches of the Tenancy** - We are not responsible if the tenants fail to pay some or all of their Rent, or otherwise breach the terms of their tenancy. We are not responsible for 'chasing' the tenants for Rent arrears. You will be responsible for instructing solicitors to deal with any breach of the tenancy. In the event that you wish to gain possession of the Property, you will need to draw up and serve the relevant notice yourself or instruct a solicitor to serve the notice, or you may approach us to provide you with a quote for doing so (if not provided in our Table of Charges).
- 7. Rent Collection Service**
- Our Rent Collection Services includes all of the services of the Lettings Services on the terms set out above along with the following:
- 7.1. **Collection of rent** - For the duration of the tenancy, or until our agency is terminated, we will use our reasonable endeavours to collect the Rent from the Tenant each month.
- 7.2. **Provision of statements** - We will provide you with a monthly statement if there has been any activity in the month in question.
- 8. Management Service**
- Our Management Service includes all of the services of the Lettings and Rent Collection Service along with the following:
- 8.1. **Utilities and Council Tax** - We will make reasonable endeavours to register the Tenant with utility providers and the Council Tax billing authority and to ensure that any accounts are put in your name for periods between tenancies. At your option we may arrange to settle these accounts from money held on your behalf.
- 8.2. **Maintenance** - You are required to keep the structure of the Property in good order and repair, and to ensure that the Property is fit for human habitation.
- We shall arrange day to day repairs up to a maximum of £250.00 including VAT for any one item. If repair or replacement is likely to cost in excess of this figure, (except in an emergency) we will endeavour to contact you or your representative and supply up to two estimates wherever practical before commencing work. In the event that we do not receive instructions from you, you agree that we will have full authority to incur any costs which we reasonably deem to be necessary to comply with any legal obligation on you or us.
- We reserve the right to levy a supervision charge for protracted refurbishment or building work.
- In order to provide this service where rents are paid monthly or quarterly we require a minimum float of £250.00. Where the rent is paid half yearly we require a minimum float of £500.00. This is deducted from the initial payment of rent and maintained at the agreed level from subsequent net rents passing from the Tenants to the Landlord. Please note that we are not able to arrange for any works prior to letting unless we are holding sufficient funds to cover the costs.
- You authorise us to spend up to the sum of £250 in respect of any one invoice, demand, or bill without reference to you. This may mean us spending more than this sum if we receive several invoices relating to one matter or more than one matter provided that each invoice is below the authorised figure.
- 8.3. **Local authorities** - You further authorise us to spend an unlimited amount of money to comply with any notice served by a local housing authority or any other governmental body requiring works at the Property or to rectify any problem that we reasonably believe creates a risk of death or injury to the Tenant.
- 8.4. **Third party experts** - You agree that we may instruct third party experts to assist with the management of the Property. Any third party is instructed by us on your behalf as your agent and the contract is formed between you and that third party. You will be entirely liable for the fees of any third party we instruct for you.
- 8.5. **Payment of Outgoings** - We will, where instructed and where we are in receipt of sufficient funds, pay your ground rent, service charges and other such items on your behalf (only whilst you have an active Management Service and Tenant in occupation). It is your responsibility to instruct these companies to deal with us directly and you must confirm to us that you have done so in writing. We cannot act on your behalf in connection with any dispute arising from such payments and accept no responsibility in the event of any dispute.
- 8.6. **Property Visits** - During the normal course of our day to day management of your Property we will make reasonable endeavours to carry out six-monthly property visits. We may also carry out non-expert investigations of defects that come to our attention. If you require further property visits you should notify us in writing as and when you wish these to be carried out during the course of the tenancy and we will charge for such additional visits. The investigations carried out during our visits extend only to apparent and obvious defects and will not amount in any way to a structural survey of the Property. We cannot accept responsibility for hidden or latent defects. We will advise the Tenants if, in our opinion, they are not taking correct care of the Property.
- 8.7. **Service of Notice** - If you wish to serve a notice seeking possession under section 21 of the Housing Act 1988 in order to recover possession of the Property at the end of the term, you must provide us with written instructions to do so at least two weeks prior to the day the notice must be given. You agree not to hold us responsible for any delay in regaining possession of the Property if you fail to give written instructions within the specified time period.
- Where the tenancy is not an Assured Shorthold Agreement or a Licence we will also require written confirmation from you of your wishes for us to serve the appropriate notice.
- 8.8. **Inventory and Schedule of Condition** - We require that a professional Inventory and Schedule of Condition be made for all managed lettings in order to prove the condition and contents of the Property at the beginning of the tenancy.
- We will instruct an Inventory Clerk to compile an inventory and Schedule of Condition on your behalf, and you agree that you will pay the cost of preparing the Inventory and Schedule of Condition. With your agreement we will also arrange for a check in at the Property with the Clerk present. Again any costs associated with this instruction you agree to pay.
- A check out will be carried out at the end of the tenancy at your expense unless the below is applicable.
- Where the Tenant is contractually responsible for the cost of the Inventory and Schedule of Condition at the end of the tenancy, we will seek to deduct this cost from the Tenant's deposit. If we are unable to recover the cost of the Inventory and Schedule of

Condition at the end of the Tenancy, you agree to meet these costs. We will provide you with a list of costs for the Inventory & Schedule of Condition, the check in appointment and the check out appointment.

- 8.9. **Insured damage** - We will notify you where 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.
- 8.10. **Rent Arrears/Breaches of Covenant** - We are not responsible if the Tenant fails to pay some or all of their Rent, or otherwise breach the terms of their tenancy. We may write to the Tenant about unpaid Rent and we will advise you in advance if there will be any cost to you. We will seek to charge them our fees for this where it is permissible. We may, subject to your consent, instruct solicitors to take legal proceedings in any court for purposes necessary to preserve your rights and to recover arrears and to defend all actions or other legal proceedings and arbitration that may be brought against you in connection with the Property, our having full authority to compromise any such matter on such terms as we see fit. Any costs incurred shall be debited to your account. Your account will be credited with all sums recovered.

9. **The Deposit**

- 9.1. As part of all our service levels to you, we will make reasonable endeavours to collect a security deposit from the Tenant. Where we collect a deposit we will deal with it in the manner set out below (unless instructed otherwise if you have opted for Lettings Service).
- 9.2. Any deposit that is paid by a Tenant in connection with an Assured Shorthold Tenancy must legally be protected by an approved tenancy deposit scheme within 30 days of receipt.
- 9.3. We are registered as a member with the Deposit Protection Service, which is administered by: Computershare Investor Services plc, The Deposit Protection Service, The Pavillions, Bridgwater Road, Bristol BS99 6AA, Tel: 0330 303 0030, Email: via the enquiry form at www.depositprotection.com.
- 9.4. We will protect any deposit taken in respect of an Assured Shorthold Tenancy in the custodial scheme offered by the Deposit Protection Service. We will serve the prescribed information and comply with the initial requirements of the scheme on your behalf.
- 9.5. We will protect the deposit on your behalf within 30 days of it being received by us. We will provide our contact details to the Deposit Protection Service as your agent for the purposes of dealing with the deposit.
- 9.6. As the deposit is registered with the Deposit Protection Service, then at the conclusion of the tenancy, we will deal with the Deposit Protection Service as your agent.
- 9.7. **If you instruct us under the Management Service the following procedures will apply at the end of the Tenancy:**
- 9.7.1. On the last day of the term of the Tenancy, if possible, but no later than 4 business days from the end of the Tenancy, we will arrange for the Property to be inspected. We will arrange for a schedule of all defects damages or discrepancies at the Property together with a cost for each item claimed to be prepared, and we will provide you with that schedule together with our proposal for how much (if any) of the deposit should be paid to you and how much (if any) of the deposit should be repaid to the Tenant.
- 9.7.2. You must consider our schedule and proposal and provide us with instructions within 3 business days of your receipt of our report. If

you do not respond within such time, then we will proceed on the basis that you agree with our proposal.

- 9.7.3. Upon receipt of your instructions, or following your deemed agreement with our proposal, we will send written notice to the Tenant making proposals on your behalf for how the deposit should be apportioned between you and the Tenant. You agree that, unless you have terminated our instruction, we have your authority to negotiate with the Tenant on your behalf. We will use our reasonable endeavours to keep you informed of the progress of our negotiations with the tenant.
- 9.7.4. If we are able to reach an agreement, then we and the Tenant will continue with the 'wholly agreed' process online and the Deposit Protection Service will arrange for the deposit to be paid out in the agreed proportions.
- 9.7.5. If neither you nor we have a current address for the Tenant or the Tenant fails to respond to our written notice requiring that you be paid some or all of the Deposit within the period of 14 days beginning on the day when on which the Tenant received the notice, then We will follow the Statutory Declaration Process on your behalf. You will be liable for Our costs and expenses in getting the necessary statutory declarations signed by a solicitor or other competent persons.
- 9.7.6. If we receive a Statutory Declaration Notice from the Deposit Protection Service informing us this has been initiated by the Tenant, then we will use our best endeavours to respond on your behalf in accordance with your instructions (or deemed instructions). You agree that, unless you have terminated our instruction, we have your authority to respond to the Notice on your behalf. The Statutory Declaration Process runs to a strict timetable, and you agree that you will provide us as soon as possible with all information and documents that we may reasonably require from you. If you fail to comply in time with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence of this Process.
- 9.7.7. The Deposit Protection Service offers a Dispute Resolution Process to resolve disputes concerning deposits that have been submitted to it. If you do not want to refer the dispute to the Deposit Protection Service for Alternative Dispute Resolution, then the statutory rights of you and your Tenant to take legal action through the Courts remain unaffected. If you and the Tenant agree to refer the dispute to the adjudicator for resolution, then you will be bound by the adjudicator's decision.
- 9.7.8. If we are unable to reach full agreement with the Tenant, then you must inform us by no later than 5 business days from the point where we notify you of this, as to whether you want us to refer the dispute for Dispute Resolution by an adjudicator. If you have not instructed us within that time to refer the dispute to the adjudicator, then we will not do so, and we cannot be held liable for any losses that you may suffer or expenses that you may incur by reason of the fact that the dispute was not resolved by the adjudicator.
- 9.7.9. If you instruct us, within the above period, to refer the dispute to the adjudicator, then we will use our reasonable endeavours to refer it to the Dispute Resolution Service and to represent your interests before the adjudicator. You must provide us with all information and documents that we may reasonably require from you. If you fail to comply with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence of the adjudication.

- 9.7.10. For the purposes of clause 9.6 of these terms and conditions, ‘Business Day’ means a day (other than a Saturday or Sunday or public holiday) on which the banks in the UK are open for general non-automated business.
- 9.7.11. You agree to provide us with funds in order to remedy any damages or dilapidations at the Property as preparation for any new let, whilst any negotiations between you and your outgoing Tenant are ongoing at the end of the tenancy. Where money is awarded to you either as part of the Tenant’s agreement or via any adjudication, we will reimburse this to you on receipt of the funds from the scheme.
- 9.8. **If we are instructed on the Letting Service or Rent Collect Service, at the conclusion of the Tenancy the following procedures will apply:**
- 9.8.1. You will be responsible for inspecting the Property and dealing with the Tenant regarding any deductions you wish to make from the deposit. As we have registered the deposit with the Deposit Protection Service on your behalf, you must instruct us, in writing, of any agreements which you make with your Tenant regarding the return of the deposit and we will update the Deposit Protection Service accordingly.
- 9.8.2. Where you are unable to reach agreement with the Tenant and the deposit is placed in dispute, you must provide us with all evidence which you wish to submit within the timescale dictated by the scheme. We will not be liable for any expense, loss or damage that you may incur or suffer arising out of your dealings (or lack thereof) with the Tenant, or failing to adhere to the timescales dictated by the Deposit Protection Service concerning the deposit.
- 9.8.3. Where the deposit falls into the Statutory Declaration Process, if you fail to comply in time with our reasonable requests for information or documents then we will not be liable for any losses that you may suffer as a consequence.
- 9.8.4. The Deposit Protection Service offers a Dispute Resolution Process to resolve disputes concerning deposits that have been submitted to it. If you do not want to refer the dispute to the Deposit Protection Service for Alternative Dispute Resolution, then the statutory rights of you and your Tenant to take legal action through the Courts remain unaffected. If you and the Tenant agree to refer the dispute to the adjudicator for resolution, then you will be bound by the adjudicator’s decision.
- 9.8.5. Please note that you might receive notices or correspondence relating to the Deposit at the Property. You agree that we will not be liable for any loss or expense that you may suffer by reason of any delay caused by any failure or other default (including negligence) on our part in forwarding of such notice, correspondence or other written communication to you, or by any delay or failure on the part of the postal service.
- 9.9. **Company Lets and Common-law Tenancies** - If the Tenancy is not an assured shorthold tenancy there is no statutory obligation to protect the Deposit. In such circumstances, you agree that we will retain the security deposit that we collected from the tenants in our client account. Any interest earned on that Deposit will be retained by us. At the end of the Tenancy, you must try to agree with the tenant the amount you will deduct from the deposit for any unpaid rent, bills and for any damage to the Property. If you have instructed us to provide a Management Service we will liaise with the Tenant about deductions to the deposit on your behalf. If you cannot reach agreement within 30 days, we recommend that both parties seek legal advice. We will not become involved in any

dispute, but will retain the security deposit until the dispute has been resolved (whether by agreement, arbitration, mediation or Court proceedings).

10. Handling Client Monies

- 10.1. As part of all our Service levels to you, the following terms apply:
- 10.2. Once the Tenancy Agreement has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 10.3. Checkmate will collect ongoing rent and other sums in accordance with the terms of the Tenancy Agreement and these terms.
- 10.4. If the rent has not been paid seven days after it falls due, Checkmate will endeavor to 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.
- 10.5. We are not responsible for any bank charges that you incur as a result of delays in payment.
- 10.6. You agree that any interest which we receive on money which we hold on your behalf will be kept by us and will not be paid over to you.
- 10.7. Where you provide us with UK bank details, we will use either the Faster Payment or BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) an administrative charge of £48 inc VAT applies and will be deducted from the amount being sent to you.

11. Tenancy Agreements

- 11.1. Agreements which have been signed electronically (whether by email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.
- 11.2. If your Property is leasehold, there may be terms in your head/superior lease that may need to be passed to your Tenant, for them to comply with, on your behalf. These terms can be added to the tenancy agreement to ensure you are protected. You may extract these relevant terms for us, however, we strongly recommend you use a qualified person to do this, as such leases are often written in ‘legal language’ and some terms can relate to or impact on others and any overall interpretation may need to be carefully considered. Alternatively, you may provide us with a complete copy of any relevant head/ superior lease and we will attach this to the tenancy agreement in order for the tenant to be aware of other obligations they may need to comply with (in addition to those contained in the tenancy agreement).

12. Switchover

- 12.1. Where you have your own tenant you can still utilise our services via a switchover process (the “Switchover”).
- 12.2. If you Switchover, these standard terms apply as if we introduced the tenants to you forming a Tenancy Agreement.

13. Fees

- 13.1. **General**
- 13.1.1. You agree to pay the charges set out in Part B – Tables of fees and charges.
- 13.1.2. Whether or not the Tenant pays their rent or otherwise complies with the obligations under their tenancy, you agree to pay our fees for the relevant Service Package as set out in Part B above.
- 13.1.3. We will deduct from such rent all our allowable fees and expenses, and any expenditure that we may have incurred on your behalf and

any other sums that you may owe to us whether or not that rent was collected from the Tenants of the same Property in respect of which we incurred fees, expenses, expenditure or in respect of which monies are owed. We will account to you for the balance within 10 working days of our receipt of cleared funds.

- 13.1.4. Where we collect rent on your behalf for more than one property, you agree that we may use rent collected from one property to offset any balances due to us on another property.
- 13.1.5. Under any service, where our commission and any other fees are payable in advance and exceed the first month's Rent we will issue you with an invoice for the further sum due which you must pay to us by bank transfer within 14 days of invoice date. Alternatively at our sole discretion we may accept payment from you by collecting further months' rent until all fees have been paid.
- 13.2. **Commission**
- 13.2.1. Our fee structure is set out in Part B. Where we charge commission fees in respect of the Service Package chosen by you, you agree to pay the relevant rate set out in Part B (the "Commission").
- 13.2.2. All of our Commission fees become due when a Tenant enters into a Tenancy Agreement for your Property either during our period of sole agency or as a result of any marketing or promotion of your Property by us, whether or not we are the effective cause of that deal. Please note that this may involve you paying a fee to two or more agents.
- 13.2.3. Where the tenancy is not finalised by us, the Commission fee is payable in full on the commencement date of the tenancy.
- 13.2.4. The Commission fee is calculated as a percentage of the annual passing rent at any relevant time.
- 13.2.5. Under any service, where our commission and any other fees are payable in advance and exceed the first month's Rent we will issue you with an invoice for the further sum due which you must pay to us by bank transfer within 14 days of invoice date. Alternatively at our sole discretion we may accept payment from you by collecting further months' rent until all fees have been paid.
- 13.3. **Lettings Service**
- 13.3.1. If we are instructed under the Lettings Service, our Commission is always due and payable to us in its entirety in advance for the term of the Tenancy Agreement or for 12 months (whichever is the greater) which we will deduct from the Initial Rent paid by the Tenant to us before paying the balance on to you.
- 13.3.2. Our Letting Service Commission fee remains payable for any renewal, extension, continuation, or variation of the original Tenancy Agreement with the Tenant and, in situations where the Tenant comprises a group of individuals, for so long as one of those individuals remains in the Property.
- 13.3.3. If any party terminates the tenancy agreement prior to the end of the tenancy term no refund will be issued, irrespective of whether a break clause has been exercised.
- 13.4. **Rent Collection, Management or Management Plus Service**
- 13.4.1. When you instruct us on the Rent Collection or Management Service you agree to pay both the Letting Service commission and the applicable commission for the Rent Collection or Management Service. The total amount of commission payable under each service is set out in the table in Part B. Any reduced rate of 'Commission for Letting Service after the initial term of the tenancy has expired' does not apply if you have instructed us under on the Rent Collection or Management Service.
- 13.4.2. Our commission under the Rent Collection, Management or Management Plus Service will be due to us in its entirety in

advance for the term of the Tenancy Agreement or for 12 months (whichever is the greater). The part of our Commission identified as the Letting Service commission shall be payable in its entirety in advance for the term of the Tenancy Agreement or for 12 months (whichever is the greater) and we may deduct it from the first instalment of Rent paid by the Tenant. The part of the Commission which is identified as the Rent Collection Service Commission, Management Service Commission or Management Plus Service Commission is payable each time an instalment of Rent becomes payable by the Tenant under the Tenancy Agreement (and any renewal or statutory extension) at the relevant rate for so long as the Tenant (or in the case of joint tenants any one of them) continue to occupy the Property.

- 13.5. **Renewals**
- 13.5.1. Under the Lettings Service, whether or not the tenancy is renewed for a new fixed term or the tenancy converts to a statutory periodic tenant, Commission is due to us in accordance with clause 14.3 and 14.5.2.
- 13.5.2. If you have instructed us to provide the Letting Service only (that is, you have not instructed us to provide the Rent Collection or Full Management Service) our commission will cease to be payable three years after the commencement of the Tenancy Agreement which we negotiated (unless the Tenancy Agreement is extended or renewed as a result of work done by us in which case the three year time limit will restart upon each renewal).
- 13.5.3. Where you have instructed us to provide the Lettings Service only, you will also be charged the Tenancy Arrangement and Preparation Fee if you instruct us to prepare a new fixed term Tenancy Agreement for the same Tenant as part of our renewal Commission.
- 13.5.4. Where requested, the landlord undertakes to provide full disclosure to us as to the identity of the occupants of the property at the time of expiry of the Agreement. Failure to do so will be deemed as a Renewal.
- 13.5.5. Under the Rent Collection, Management and Management Plus Service, renewal commission is payable in accordance with clause 14.4.2.
- 13.6. **Additional charges**
- 13.6.1. We do not arrange maintenance or repairs if you use our Letting Service or our Rent Collection Service. We can arrange works, at our discretion or other agreed services for you, with our time in doing so charged at our hourly rate as set out in Part B (Additional Work).
- 13.6.2. We are entitled to charge to you an hourly rate for all aspects carried out on your behalf which are not detailed as part of your chosen service level, unless any other fee is agreed. We will carry out these additional aspects with reasonable care and skill but we require adequate notice from you in order to do so. You will be responsible for telling us of any consequential deadlines in order for us to carry out these additional aspects. On your instruction we will advise you of an estimate of the length of time it will take to carry out your instructions.
- 13.6.3. We may incur costs or fees because of the Tenant's actions (such as a Tenant's cheque being dishonoured) and we will make reasonable endeavours to charge this to the Tenant if we are appointed on a Management Service basis. Where the Tenant's Occupation Agreement is an Assured Shorthold Tenancy or licence to occupy housing and is affected by the

Tenant Fees Act 2019 we will be unable to recharge this cost to the Tenant during the tenancy. We will seek the fee from you and where possible seek to recover the cost from the Tenant's Deposit. Where we are able to claim any sum from the Tenant which you have paid to us, we will refund this to you. If the Tenancy is anything other than an Assured Shorthold Agreement or a licence to occupy housing and the Tenant fails to pay any charge within 30 days after demand we may pass this cost on to you. At the end of the Tenancy you can seek to recover this charge from the deposit.

14. Refunds

If the Tenant vacates the Property and you instruct us to find a new Tenant, our fees will be refunded only on a pro-rata basis from the date on which the Tenant vacates the Property, but only where you or the Tenant have exercised a legitimate break clause in the Occupation Agreement or where you or the Tenant have given notice in respect of a periodic tenancy. We will not refund fees if you agree a surrender of the Tenancy with the Tenant or in the event of court action to evict the Tenant.

15. Termination

- 15.1. You may withdraw your instructions to us to either provide the Rent Collection, Management or the Management Plus Service by giving three months' written notice with such notice not to take effect before the expiry of the initial fixed term.
- 15.2. In the event that you withdraw your instructions by giving us three months' written notice but the Tenant (or any individual comprising the Tenant who we introduced to the Property) remains in occupation of the Property you agree:
 - 15.2.1. To pay the full commission (both the Lettings Service commission and the applicable commission for the Rent Collection, Management or Management Plus Service) until the expiry of your three months' written notice. You will not be entitled to a refund of any Commission which has become due and payable before the three months' written notice takes effect;
 - 15.2.2. After the expiry of your three months' written notice, to continue to pay the Letting Service commission part in accordance with clause 13.5.2 and 13.5.3.
- 15.3. We may terminate this appointment immediately in the event of any breach by you of any of the terms contained in these terms and conditions or in the event of any act or omission on your part which makes it impracticable for us to continue to provide our services. In all other circumstances we will give you not less than two months' written notice before terminating this agreement.
- 15.4. This agreement will come to an automatic end once the tenant(s) vacate the landlord's property.
- 15.5. Without prejudice to clause 15.4. where you instruct Checkmate to re-let the Property, after a tenant has vacated the Property, and introduce a new tenant who enters into a Tenancy Agreement the terms of this agreement will be refreshed automatically as at the date of those instructions for the re-letting of the Property.

16. Non-Resident Landlords

- 16.1. **Registration with HMRC**
 - 16.1.1. We are registered with HMRC's Non-Resident Landlord's Scheme (NRLS) and, where applicable, will notify HMRC of our instructions to collect rent on your behalf.
 - 16.1.2. Subject to clause 16.1.3, we are legally obliged to withhold the relevant taxable amount as required by the NRLS from any rent we collect and pay to you.

- 16.1.3. Where you provide us with a copy of HMRC's approval/certificate that the whole rent can be paid to you without deduction in respect of the NRLS, we will do so.
- 16.1.4. You must send us a copy of any approval/certificate as soon as possible after receiving the same.
- 16.1.5. Where we operate the NRLS by providing returns to HMRC and paying the relevant tax, please see Part B for additional fees in connection with the same.
- 16.1.6. You must let us know if there are any changes to your non-resident status as soon as you become aware of the same.

17. General Notices and Terms

17.1. Securing a vacant property

None of our services include security or supervision of your Property when it is not let, although in the course of finding you a Tenant, periodic visits may be made by our lettings staff. Further visits can be made, at your expense, upon receipt of your written instructions. We will charge you the fee for the visit and any additional work will be charged at our hourly rate plus expenses (See Part B).

17.2. Exclusivity

Our Tenancy and Property Management Services are subject to an exclusive marketing period of 8 weeks to find a suitable tenant and obtain an offer on your property.

17.3. Mail forwarding

It is not part of our normal function to forward our client's mail. Therefore we accept no responsibility for you mail and it is recommend that you arrange for it to be re-directed via the Post Office.

17.4. Commission and interest

You agree that we may earn commission, interest or other income while carrying out our duties as agent for the above services, all of which we shall be entitled to retain and you shall have no rights in respect of them.

17.5. Interest and late payment

- 17.5.1. Our fees are payable on demand. We reserve the right to charge interest on any amounts outstanding 14 days after the fees are first demanded. Interest will be charged from the date the fees become due at the statutory annual rate of 8% above the Bank of England base rate.
- 17.5.2. If you owe us any monies under this agreement we may take that sum from any money we hold on your behalf including from monies collected in respect of other properties for which we are instructed to act as your agent.
- 17.5.3. In the event of any sum due to us not being paid within 30 days of its due date, simple interest shall accrue on a day to day basis on the sum due at the prevailing Law Society Interest Rate (see www.lawsociety.org.uk/support-services/advice/articles/law-societyinterest-rate/), from the date the payment was due until the date of actual payment (whether before or after judgment).

17.6. VAT

Checkmate' Commission fees and charges are subject to VAT at the prevailing rate. VAT Registration Number: 263 8220 09.

17.7. Sale of the Property

- 17.7.1. Where you dispose of the property to a tenant that we have introduced to the property (whether or not they sign a tenancy agreement), you agree to pay our sales commission fee of 1.5% plus VAT.

- 17.7.2. Where you intend to sell the property on the open market, you must give us 3 months' notice during which period we or any related or connected entity (whether natural or body corporate) shall be granted the right of first refusal to make an offer to purchase the property from you.
- 17.7.3. If the Property is sold while the Tenant remains in occupation you will be deemed to have given notice to terminate our services on the day we are informed of exchange of contracts and if we are providing a Rent Collection, Management or Management Plus Service, three months' Commission will become payable immediately. If the buyer of the Property instructs us to manage the Property we will refund you pro-rata for charges for the notice period which fall after completion of the sale.
- 17.7.4. In lieu of commission due to us in respect of the Tenant or any individual comprising the Tenant remaining in the Property when the Property is sold, we will accept a fixed payment equivalent to the fee for our Letting Service for one year (or the fixed fee where applicable). If the buyer of the Property instructs us to manage the Property we will waive that fee.
- 17.8. **Boards**
Upon the signing of this agreement, you give permission for Checkmate to erect our To Let and Managed Boards in front of the property. If there are specific restrictions at the Property which are not Local Authority regulations you must make us aware of this in writing.
- 17.9. **Keys**
We use a secure key tag system which ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, our liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.
- 17.10. **Legal proceedings**
- 17.10.1. We are not responsible for any legal steps for the recovery of rent or possession of the property. Appearances before any Court or Tribunal will be by special arrangement and payment of additional fees.
- 17.10.2. We will not accept service of legal proceedings on the landlord's behalf.
- 17.11. **Disclaimer**
We 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.
- 17.12. **Anti-Money Laundering Regulations**
We are subject to the Money Laundering Regulations 2007. As a result, we will need to ask you for suitable identification and will be unable to proceed with any work on your behalf if we are unable to obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.
- 17.13. **Data protection and privacy policy**
We are 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 provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.
- 17.14. **Indemnity**
- 17.14.1. The landlord undertakes to keep us fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with his own legal duties, the terms of all the above, including any subsequent amendments thereto.
- 17.14.2. The landlord agrees to indemnify us 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.
- 17.15. **Notice of right to cancel**
- 17.16. You may have a statutory right to cancel this agreement within 14 days of receipt of it, but only if this Agreement was made:
- 17.16.1. During a visit by us to your home or place of work, or to the home of another individual;
- 17.16.2. During an excursion organised by us away from our business premises; or
- 17.16.3. After an offer made by you during such a visit or excursion.
- 17.17. To exercise the right to cancel, you must inform us of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post, fax or email).
- 17.18. 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.
- 17.19. If you cancel this agreement, we will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 17.20. However, if you requested that we begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this agreement, in comparison with the full coverage of the agreement. If we commence the provision of services during the 14 day cancellation period and a Tenancy Agreement is concluded with a Tenant introduced by us, whether or not the Tenancy Agreement was finalised by us, your rights to cancel may be lost and the full Commission Fee and applicable Charges will be payable.
- 17.21. **Assignment and novation**
- 17.21.1. We reserve the right to assign or novate the benefit of this agreement to any other entity (whether related or connected to us or not) by providing you with reasonable notice.
- 17.21.2. The Landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 17.22. **Variation**
- 17.22.1. We reserve the right to vary, amend and update these terms from time to time.
- 17.22.2. Each amendment or update shall be automatically binding upon providing you with at least 7 days' notice of the same.

17.23. **Complaints**

We operate an in-house complaints procedure which is available on request.

17.24. **Jurisdiction**

The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

18. About this agreement

18.1. This agreement consists of the table of fees and any additional negotiated terms in Part B, the standard terms in Part C and the Particulars in Part D.

18.2. The terms and conditions set out in this agreement apply to the exclusion of all other terms and conditions and any attempt by you to introduce new terms or conditions or to vary these terms and conditions shall be wholly ineffective and deemed automatically rejected unless expressly agreed otherwise in writing by a duly authorised representative of Checkmate.

18.3. **The following definitions apply to this this agreement:**

18.3.1. "Tenant" means any individual, group of individuals, company, or other organisation who enters into any form of occupation agreement for the Property and includes any successors in title.

18.3.2. "You" means the Landlord identified as the client who enters this agreement with Checkmate, and your and yours should be construed accordingly.

18.3.3. "We" means the company trading as Checkmate identified above at clause 1 and our and ours should be construed accordingly.

18.3.4. "Service Package" means the level of service described in detail which has been selected by you.

18.3.5. "Tenancy Agreement" means any legally binding agreement between you and a Tenant for the Tenant to occupy the Property or any part of it, whether as a licence or as a tenancy.

18.3.6. "Rent" means the periodical payment due from the Tenant under the Tenancy Agreement.

18.3.7. "Holding Deposit" means a payment which we require a Proposed Tenant to pay to us prior to entering into an Tenancy Agreement while we perform checks to assess their suitability.

18.4. **In this agreement:**

18.4.1. The masculine includes the feminine and the singular includes the plural and vice versa.

18.4.2. Clause headings shall have no impact on the interpretation of the clause itself.

18.4.3.

Part D - Confirmation of your instructions to us for required services

I/we, the undersigned,

Full Name(s): _____

Mobile: _____

Email: _____

Correspondence
Address: _____

Please tick to indicate which service you would like us to carry out. Please refer to Part B for additional charges that will also apply.

Packaged Services

Service Fee

Lettings Service

This rate applies on each renewal where a new tenancy agreement is signed

8% plus VAT

Rent Collection Service

This is in addition to Lettings Service Fee

+ 2% plus VAT

Management Service

This is in addition to the Lettings Service Fee and does not include Rent Collection

+ 5% plus VAT

Management Plus Service

This is in addition to Management Service Fee

+ 8% plus VAT

For the below property:

Property Address _____

I/we enclose or will provide you with the following as soon as possible:

Proof of ownership (Title Deeds)

Photo identification

Proof of address

Signed:

Signature

Date

PRINT NAME:

Signature

Date

PRINT NAME:

Part E – Landlord and property information required for all service levels

Contact information

| | |
|--|--|
| Landlord Address | |
| UK Contact Address (if above address not in UK) | |
| NRL approval number (if approval obtained) | |

Bank details

| | |
|----------------|--|
| Account name | |
| Sort Code | |
| Account Number | |
| Bank Name | |

Mortgage lender details

| | |
|---------|--|
| Name | |
| Address | |

Local Authority

| | |
|--|--|
| Name | |
| Do you need a licence (Mandatory HMO / Selective) | |

Leasehold properties

| | |
|---|--|
| Is there a headlease? | |
| Are there any restrictions on letting? | |

| | |
|---|--|
| | |
| Management Company (please provide name, address and contact person) | |

Parking

| | |
|---|--|
| Please describe the parking arrangements | |
| Is there a dedicated parking space? | |
| Is a key or fob required to access the parking? | |
| Is a parking permit required? | |
| Are any driveways shared with other properties? | |

Keys, alarms and access to the Property

| | |
|--|--|
| Is there an alarm? (if yes, please provide the code) | Please note that if the alarm remains active during the tenancy, you will need to provide an instruction manual for the Tenants and provide them with emergency details in the event of failure of the equipment |
| How many locks are there to each entry door to the property? | |
| Are any keys security keys that cannot be cut from an ordinary key cutting provider? | If yes, where can copy keys be obtained? |

Property information

| | |
|-----------|--|
| Bedrooms | |
| Bathrooms | |

| | |
|--|--|
| Reception rooms | |
| Has the property been extended or converted? | |
| Is there broadband? (if yes, please provide service provider details) | |
| Are there any special terms you want included in the tenancy agreement? | |

Property management information

ELECTRICITY

| | |
|---|--|
| Where is the meter located? | |
| What is the meter serial number? | |
| Who is the current supplier? | |
| Is the meter a standard meter / coin operated meter / card meter? | |
| Where is the fuse box? | |
| Are there any Green Deal Arrangements? | |

GAS

| | |
|---|--|
| Is there gas at the Property? | |
| Where is the meter located? | |
| What is the meter serial number? | |
| Who is the current supplier? | |
| Is the meter a standard meter / coin operated meter / card meter? | |

WATER

| | |
|-----------------------------------|--|
| Where is the water meter located? | |
|-----------------------------------|--|

| | |
|----------------------------------|--|
| What is the meter serial number? | |
| Who is the current supplier? | |