

Lettings and management

Terms and conditions



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Lettings

Terms of business

1 An introduction to CBRE Limited Letting Terms and Conditions

- 1.1 In these Terms CBRE Limited is referred to as 'we', 'us' or 'our' and the client with whom we contract to supply services is referred to as 'you' and 'your'.
- 1.2 Our responsibility is solely to you and we will perform our Services with the reasonable care, skill and will act in good faith at all times.
- 1.3 Your contract is with CBRE Limited. No CBRE Limited officer, director, employee, member or consultant contracts with you directly or assumes legal responsibility to you personally in respect of work performed on behalf of CBRE Limited. All correspondence and other outputs sent to you in the course of our appointment with you shall for all purposes be treated as having been sent on behalf of CBRE Limited.
- 1.4 Our fees are payable in accordance with the 'Fees, Charges and Payment' section of these Terms. Specific fees and charges are set out in the Fees and Charges Schedule attached to these Terms.
- 1.5 These Terms will apply to all lettings and management services provided to you by us and may only be varied if mutually agreed in writing by both parties.
- 1.6 CBRE Limited adheres to The Property Ombudsman Code of Practice for Residential Lettings Agents.
- 1.7 CBRE Limited is a member of a Client Money Protection Scheme ('CMPS') which has been approved or designated by the Secretary of State pursuant to regulations. This scheme is called the 'RICS Client Money Protection Scheme'. Where the scheme administrator (of an approved or designated CMPS) has provided a certificate confirming membership of the scheme to CBRE Limited we can produce a copy of the certificate to you free of charge.

2 Definitions

- 2.1 The following defined terms shall be used in these Terms:

'Additional Fees' means any fees that you will be required to pay for any services or items that are in addition to the standard lettings and management services as indicated in these Terms.

'EPC' means an Energy Performance Certificate, a document required by law in order to advertise a property for rental purposes.

'Fees' means the fees you are required to pay us in respect of the Services as set out in these Terms and in the Fees and Charges Schedule attached to these Terms.

'Gross Rent Payable' means the total amount of rent payable by the Tenant for the entire term of the Tenancy under the Tenancy Agreement.

'Multiple Agency' or 'Multiple Agent' means that we are appointed along with other agents. However, we will be acting independently of any other agents you may appoint and you will be liable to pay fees to us, in addition to any costs or charges agreed, if at any time a Tenancy Agreement is entered into

with a tenant introduced by us during the period in which we are appointed as multiple agents or with whom we have negotiations or dealings about the property during that period.

'Property' means the property owned by you that is let and/or managed by us under these Terms (and 'Properties' shall be construed accordingly). 'Prospective Tenant' means a person or persons who enquire about the Property and/or view the Property with a view to potentially entering into a Tenancy Agreement.

'Services' means the lettings and/or management services provided by us to you under these Terms.

'Sole Agency' or 'Sole Agent' means that:

(i) you will be liable to pay fees to us, in addition to any other costs or charges agreed, if at any time a Tenancy Agreement is entered into:

(ii) with a tenant found by us during the period of our sole agency or with whom we have negotiations or dealings about the property during that period; or

(iii) with a tenant introduced by another agent during that period. 'TDS' means the Tenancy Deposit Scheme.

'Tenant' means a person or persons introduced to you by us through the Services who enters or has entered into a binding Tenancy Agreement in respect of the Property.

'Tenancy' means the period in which a Tenant is in occupation of the Property.

'Tenancy Agreement' means a binding agreement to let your Property entered into by you and the Tenant.

'Terms' means the Terms of the agreement between you and us as set out in these Terms of business and any additional Terms which we may have agreed in writing.

3 Type of agency

- 3.1 Unless expressly agreed with you otherwise, we shall be providing lettings services to you on a Multiple Agency basis. The type of agency will be as set out in the Fees and charges schedule and Confirmation of instructions. Please see the definitions of Multiple Agency and Sole Agency in clause 2 above.

4 Portfolio

- 4.1 If you instruct us to provide the Services in respect of more than one Property then these Terms shall apply equally to each of your Properties unless you expressly confirm in writing that a specific property is to be excluded and dealt with otherwise.
- 4.2 Before we begin providing the Services you shall inform us of each and every Property that you own and in respect of which you require us to provide the Services. The information that we require as set out in clause 21 below will be required for each and every Property.

- 4.3 Where any of our Fees in respect of one or more of your Properties have been outstanding for more than seven days then we may use rent collected in relation to a different Property to pay such outstanding Fees. Where we offset rent received from one Property against outstanding Fees in respect of another you shall remain liable for all Fees payable in respect of all Properties in your portfolio that are subject to these Terms.
- 4.4 You must inform us immediately if you sell any Properties in respect of which we are providing the Services or if you purchase any additional properties in respect of which you require us to provide the Services.
- 4.5 If you sell any of your properties during the term of this agreement then clauses 12 (Purchase of Property) and 13 (Sale of Property) shall apply.

5 Fees, charges and payment

- 5.1 In return for the provision of the Services outlined in these Terms, you agree to pay our Fees.
- 5.2 The fees you must pay in respect of the Services chosen are those as set out in the Fees and Charges Schedule attached to these Terms. Our Fees (other than Additional Fees) are calculated by reference to the Gross Rent Payable under the relevant Tenancy Agreement. The Fees will vary depending on which Services you have instructed us to provide.
- 5.3 If you appoint us as Sole Agent for the purpose of carrying out the Services our appointment shall be for a minimum period of 4 weeks from the date we start providing the Services to you. The period of our Sole Agency may be extended by mutual agreement in writing by you and us. Either of us may terminate the Sole Agency period on 14 days' written notice provided that such notice may not expire before the end of the minimum 4 week Sole Agency period.
- 5.4 You will be liable to pay Fees in circumstances where you accept an offer from a Prospective Tenant and instruct us to proceed with the Services with the intention that such Prospective Tenant enters into a Tenancy Agreement. If you then instruct us not to continue progressing matters with such Prospective Tenant and do not subsequently enter into a Tenancy Agreement with them then we reserve the right to charge you Fees in respect of the work already carried out (subject always to a maximum amount equivalent to one week's rent of the amount agreed with the Prospective Tenant).
- 5.5 In addition to the Fees for our Services, you will also be liable to pay any Additional Fees for additional services or any other fees as set out in these Terms. Our fees for individual additional services or items may change from time to time and are available on request. (By way of example only, additional fees may be incurred in respect of courier charges, key cutting, inventory checks, attendance at court proceedings, ad hoc purchases and photocopying.)
- 5.6 All our fees, costs and charges are subject to Value Added Tax (regardless of your VAT status or location) at the applicable rate.
- 5.7 If a Tenancy is terminated in accordance with a pre-agreed break clause we will refund any Fees already paid by you in advance for the unexpired term on a pro rata basis. If a Tenancy is terminated before the end of its term for any other reason or the Tenancy Agreement does not include a break clause then our Fees remain payable in full and you shall not be entitled to any refund of any of our fees.

- 5.8 In respect of Fees for our lettings services, our Fees are due in full prior to the commencement of the relevant Tenancy. We shall deduct our Fees from any amounts in respect of rent received from the Tenant before commencement of the Tenancy. If such amounts received are insufficient to cover our Fees in full we shall send you an invoice for the balance or we will collect them from subsequent rental payments depending on which service we are instructed.
- 5.9 In respect of Fees for our management services, we shall deduct our fees from any amounts in respect of rent received from the Tenant on the same basis and with the same frequency with which the Tenant is required to pay rent under the Terms of the Tenancy Agreement.
- 5.10 All invoices must be paid within 30 days of issue.
- 5.11 We reserve the right to charge interest calculated on a daily basis from the last day following the date of issue of the invoice at the statutory rate of interest determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and to charge any reasonable debt collection costs incurred by us in the recovery of any outstanding payments that are properly due by you to us.
- 5.12 If you require additional services such as (but not limited to) an EPC, Gas Safety Certificate or furniture suppliers, we have set up agreements and produced an approved supplier list to whom we can make referrals to on your behalf. In these instances we may receive a referral fee for our introduction which we shall be entitled to retain. We shall not be liable for any loss or damage that you may incur as a result of the actions (or inactions) of any of these third parties.

6 Renewal of Tenancy

- 6.1 Please note that our fees are payable not only for the initial term under the Tenancy Agreement but also in respect of any extension of that term or renewal of the Tenancy in accordance with this clause 6.
- 6.2 Approximately three months prior to the end of the Tenancy we will contact you and the Tenant to inform you both that the Tenancy is soon to expire.
- 6.3 As part of the Services we will:
- 6.3.1 advise you on current market rents and whether or not you should consider amending the rent in respect of your property;
- 6.3.2 communicate with the Tenant;
- 6.3.3 prepare a new Tenancy Agreement;
- 6.3.4 endeavour to ensure that the new Tenancy Agreement is duly signed by the Tenant as necessary;
- 6.3.5 ensure that all appropriate action in respect of any deposit under the renewed Tenancy is taken including re-registration of such deposit where applicable.
- 6.4 In the event that we carry out the Services described above and the Tenancy is renewed we will charge you fees as outlined in the Fees and Charges Schedule attached to these Terms. For the avoidance of doubt if the Tenancy renews our fee will be due even in cases where the services described above are not carried out by CBRE.
- 6.5 Should the Tenancy extend on a statutory periodic basis our letting fees will remain payable. Please refer to the Fee and Charges Schedule for details of our fees in such circumstances.

7 Services (general)

- 7.1 We agree to perform the Services in accordance with these Terms.
- 7.2 We will perform the Services:
- 7.2.1 with reasonable professional skill and care and with good faith with regards to your interest in the Property;
- 7.2.2 in compliance with all applicable legislation rules and regulations including any relevant codes of practice;
- 7.2.3 in accordance with all deadlines and timescales reasonably required by you.
- 7.3 We may sub-contract some or all of the Services to a group company or affiliate without your prior consent provided that we shall remain primarily liable to you in respect of any Services they may carry out.

8 Letting services

- 8.1 In respect of lettings services we will provide the following services (where required):
- 8.1.1 Agree an appropriate price for your Property at which it will be marketed initially based on market trends and conditions;
- 8.1.2 market your Property on our website, third party websites and other publications at the agreed price;
- 8.1.3 erect a board outside your Property (where permitted);
- 8.1.4 introduce Prospective Tenants to you;
- 8.1.5 hold keys and accompany Prospective Tenants when viewing the Property wherever possible;
- 8.1.6 obtain third party references in relation to the Prospective Tenant and conduct the necessary checks required under the 'Immigration Act 2014' Right to Rent for your approval. If you are interested in our rent and legal protection service ("rent and legal protection service") to protect you against unpaid rent and legal costs incurred in evicting Tenants in default, please let us know;
- 8.1.7 negotiate the Terms of the Tenancy Agreement and any subsequent renewal or extension and prepare for both parties' signature;
- 8.1.8 arrange for Tenancy Agreements to be executed;
- 8.1.9 collect and hold any deposit as stakeholder;
- 8.1.10 collect and remit rent in accordance with the Terms of the Tenancy Agreement.
- 8.2 To ensure that your Property is marketed as effectively as possible we reserve the right to appoint other agencies to carry out part of the Services. We will only use those third party agencies in such circumstances who are on our approved list of trusted fellow professionals but we will stop engaging such agencies if requested by you.

Marketing

- 8.3 All information that has been or will be supplied to us by you or your representatives has been or will be accepted as being correct unless otherwise stated. We will publish particulars for the letting and marketing your Property based on the information you provide and we will not seek your approval for publishing those particulars after you have provided such information. We cannot be held liable to you or any Prospective Tenant for any inaccurate or misleading information published in respect of your Property that you have supplied.
- 8.4 It is important to ensure accuracy with regard to such matters as length of lease, service charge, boundaries, unusual covenants, room sizes, acreage, condition, planning consents, tenancies etc.
- 8.5 It is a criminal offence for an agent to make inaccurate or misleading statements about property whether in sale or lettings particulars, adverts, photographs, or any verbal statement. This includes making statements that might give the wrong impression about a property and includes omitting facts. You will be asked to verify certain information and must assist to the best of your knowledge and ability.
- 8.6 You agree not to publish or make available any material including CBRE's name or logo without our prior consent and we reserve the right to include any appropriate disclaimers on such material.

Viewings

- 8.7 You agree not to publish or make available any material including CBRE's name or logo without our prior consent and we reserve the right to include any appropriate disclaimers on such material.
- 8.8 You must provide us with at least one set of keys to your Property in advance of us marketing it. We may require you to provide additional keys prior to the start of a Tenancy.
- 8.9 We shall communicate with Prospective Tenants and arrange viewings of the Property directly with them without further reference to you. We shall communicate with the Current Tenants occupying the Property (if any) as necessary and shall endeavour to meet any requirements that you or they may have in respect of when viewings take place.
- 8.10 We shall not be liable for any damage or breakages that occur during any viewing unless such damage or breakage is as a result of our negligence or the negligence of our employees or agents.

References

- 8.11 We shall seek to obtain references of a Prospective Tenant or Tenants after you have instructed us to accept their offer. We shall carry out standard checks through a third party professional tenant referencing company and present references to you where appropriate. The referencing company we use shall be at our discretion.
- 8.12 If you require or instruct us to obtain any additional references then you will be charged Additional Fees accordingly.
- 8.13 In the event that we are prevented by legislation or otherwise from recovering the cost of references from Prospective Tenants then we will pass on such costs to you and recover them through our Fees or Additional Fees.

Tenancy Agreement

8.14 We will use our standard Tenancy Agreement (subject to such amendments in respect of rent, length of Tenancy and any other terms particular to your property and requirements) unless instructed by you otherwise. A copy of our standard Tenancy Agreement is available on request.

8.15 You may provide us with an alternative Tenancy Agreement prepared by you or your advisers. We reserve the right to charge you Additional Fees in circumstances where the use of such alternative tenancy agreement can reasonably be considered to have made negotiations with a Prospective Tenant becoming more protracted.

8.16 We shall not be liable if either our standard Tenancy Agreement or an alternative Tenancy Agreement of the type referred to in clause 8.14 does not meet your requirements or results in you or any third party incurring any losses.

8.17 We will only issue a Tenancy Agreement to a Prospective Tenant for execution once you have confirmed that we may do so.

8.18 If we are notified by you or the Tenant that the individuals named on the Tenancy Agreement are changing then we will negotiate that change with you and the Tenant, take up references in respect of the new individual Tenant and prepare a new or varied Tenancy Agreement so that the new individual is a named party. We will charge Additional Fees for this service. If relevant the Tenant will also pay a fee in accordance with the Tenant Fees Act 2019 as set out in the Tenancy Agreement.

Deposit

8.19 If you instruct us to hold the deposit from a tenant then we shall do so under the TDS (as administered by The Dispute Service Limited). We shall hold any deposit as stakeholder in a designated client account and always in accordance with the rules of the TDS. A copy of the rules is available on request. Please refer to Fee and Charges Schedule for our Additional Fees in providing this service.

8.20 Any interest that may accrue on the deposit held in the designated client account will not be credited to you or the Tenant. We shall be entitled to retain such accrued interest.

8.21 At the end of the Tenancy we shall deal with and release the deposit strictly in accordance with the terms of the Tenancy Agreement and the rules of the TDS. We shall not be liable to you for any dispute arising out of the end of the Tenancy and the release or retention of the deposit or for not dealing with the deposit in accordance with your instructions if to do so would result in us being in breach of the TDS rules.

8.22 You may hold the deposit yourself but if you do so:

8.22.1 must inform us under which tenancy deposit protection scheme the deposit will be covered;

8.22.2 provide us with evidence of your membership of such scheme, the related insurance policy and your compliance with any other legislative or regulatory requirements (and we shall not release the deposit to you before we have seen such evidence);

8.22.3 you must register the deposit within 30 days of receiving and serve the Tenant and relevant party (if applicable) with the Prescribed Information and failure to do so may result in:

(i) the Tenant taking legal action, the consequences of which could be that you are required to repay the deposit and pay an additional fine of between one and three times the amount of the deposit; and

(ii) you not being able to serve or rely on a section 21 notice under the Housing Act 1988.

8.23 Any failure by you to register the deposit as set out in clause 8.22 shall be your responsibility and we shall have no liability to you or the Tenant for any loss suffered or incurred in such circumstances.

8.24 Please note that where a Tenancy does not fall within the Housing Act any related deposit is not required to be protected by law in accordance with the Housing Act 2004 and regulatory requirements. Unless you tell us otherwise we will hold this in our client account on trust for you.

Inventory

8.25 We recommend that an independent inventory clerk is employed to prepare an inventory and to check it at the commencement and termination of the Tenancy. Please note this is a requirement if we are providing management service. Whilst we can introduce you to various providers of inventory services we cannot accept responsibility or liability for any errors or omissions on their behalf.

9 Management services

9.1 If you have appointed us to provide management services in addition to letting services then we shall also provide the following services (where required):

9.1.1 instruct an independent clerk on your behalf to prepare an inventory and check in report at the start of the Tenancy;

9.1.2 collect and forward rent;

9.1.3 Where we are unable to test the smoke alarms and/or the carbon monoxide alarms within the property at the start of the tenancy, we will install and test a battery-operated smoke alarm(s) and/or carbon monoxide alarm(s) as required. The cost for doing so shall be charged to you at the rate listed in the "Additional Charges" section of these Terms.

9.1.4 co-ordinate contractors and other third parties and arrange repairs;

9.1.5 pay invoices resulting from repairs, ground rent, service charges, utilities bills and other outgoings relating to the Property (where possible such payments shall be paid from a management float maintained for such purposes but where such float is insufficient then we shall invoice you in respect of such outgoings). This obligation is conditional upon you ensuring that all such invoices are forwarded to us as soon as possible upon receipt. Please note we cannot be held liable for any penalties, losses or resulting costs which are incurred by you as a result of late payment where the invoice was not forwarded to us far enough in advance of the payment date.);

9.1.6 prepare and provide you with statements detailing rent received as well as any other income or outgoings in respect of the Property; Please note there will be a charge of £50 + VAT for an additional annual statement;

9.1.7 respond to emergencies notified to us by the Tenant;

9.1.8 co-ordinate and process day-to-day management matters;

9.1.9 co-ordinate and process the end of the Tenancy and any related issues such as damage cause by the Tenant and any reimbursement that may be due from the tenant.

9.1.10 such other services as may reasonably be required in respect of managing the Property and dealing with Tenants.

9.2 Please note that where any reference is made in this clause 9 to us incurring expenditure on your behalf as part of the management services then unless expressly stated otherwise we shall only incur such expenditure without further reference to you if (i) we have sufficient funds in the management float in accordance with clause 9.1.7 and (b) it is for an amount no greater than £600 in respect of any one item. If any expenditure (a) would exceed the amount in the management float at the time or (ii) is in excess of £600 then we shall request the relevant amount on account from you prior to any services or works being approved.

Rent

9.3 We shall collect rent from the Tenant in accordance with the Terms of the Tenancy Agreement and hold it in our client account on trust for you.

9.4 We shall forward rent collected as soon as practicable subject always to any deductions that we are entitled to make in respect of our Fees and any other outgoings incurred on your behalf for which we are entitled to be reimbursed.

9.5 All rent collected by us on your behalf shall be held in a designated client account. No interest shall be payable on such amounts for as long as they remain in the client account.

9.6 Operate the Rent arrears process should rent not have been received 5 days after the rent due date. For full details of this process please speak to your local office.

9.7 We may be able to offer our rent and legal protection service to protect you against unpaid rent and legal costs incurred in evicting Tenants in default. Please indicate below in our Confirmation of instructions section if you would like this service. Fees for this product are charged as a percentage of the annual rent and are detailed in the Fees and charges schedule. Please note that this service is not included in our Services and is subject to its own terms and conditions.

Gas and electrical inspections

9.8 If you have not already arranged for the necessary inspections under the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 2014 to be carried out then we will do so on your behalf.

9.9 We will instruct a competent contractor to carry out the necessary inspections and who we instruct shall be at our discretion.

9.10 We shall not execute a Tenancy Agreement until the inspections and any consequential remedial works have been carried out and the necessary certificates demonstrating compliance have been supplied to us.

9.11 We shall arrange for such further inspections to be carried out during the term of a Tenancy as the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 2014 may require.

9.12 Please note that due to restrictions and contractual obligations owed to third parties there may be circumstances in which we are prevented from dealing or liaising with certain providers of gas safety inspection services. In such circumstances and where your gas provider company has agreed to carry out an annual gas safety check then you must provide us with a copy of the relevant certificate as soon as it is available and in any event no later than five working days before the previous certificate expires.

Smoke and carbon monoxide alarms

9.13 We will appropriately install smoke and carbon monoxide alarms in accordance with the Smoke and Carbon Monoxide Alarm Regulations (2015) on your behalf.

9.14 Where we are unable to test the smoke alarms and/or the carbon monoxide alarms within the property at the start of the tenancy, we will install and test a battery-operated smoke alarm(s) and/or carbon monoxide alarm(s) as required. The cost for doing so shall be charged to you at the rate listed in the "Additional Charges" section of these Terms.

Working float

9.15 We may upon request require you to deposit with us an amount for us to use in providing the management services. This working float will be held on our client account.

9.16 The amount we shall require for the working float will be determined by when rent is paid under the Tenancy Agreement. The amounts shall be as follows:

9.16.1 Where rent is paid monthly, we will require a working float of £600.

9.16.2 Where rent is paid quarterly, we will require a working float of £1,500.

9.16.3 Where rent is paid every six months, we will require a working float of £2,500.

9.17 Where a working float is required in accordance with this clause 9 then the relevant amount must be paid to us by you prior to the commencement of the Tenancy.

9.18 In the event that outgoings in respect of the Property exceed the amounts held as a working float then we will request that additional funds be paid to us immediately.

Repairs

9.19 If the Property is damaged or requires repairs then we shall arrange for such repair work to be carried out on your behalf. We will instruct a competent contractor to carry out the necessary repairs and who we instruct shall be at our discretion unless you expressly instruct us to appoint a specified contractor. We will seek to ensure that any contractors appointed by us are competent and qualified to carry out the work required but we cannot take any responsibility for any aspect of their work or services provided.

9.20 We will deal with minor repairs and instruct contractors in respect of such repairs without further reference to you. Where repairs are material and likely to cost in excess of £600 then we will seek your approval and shall not instruct a contractor until you have given such approval. You must respond to any such request for approval as soon as practicable. In addition, we reserve the right to request money on account in such circumstances and may charge an

additional handling fee for our services in dealing with the repairs equivalent to 10% of the cost of the repairs.

- 9.21 You shall be liable to reimburse us for any costs incurred in respect of any repairs and such costs shall be in addition to our other Fees.

Contractor works

- 9.22 We reserve the right to charge our contractors a commission on works we instruct on your behalf.

Emergencies

- 9.23 We shall respond to emergencies notified to us by the Tenant, you or any third party and shall deal with any emergency as we deem appropriate without further reference to you. For the purposes of this clause 9.22, an emergency shall be any event or circumstances that we consider need to be addressed urgently to protect your interests and we shall deal with any emergency as we deem appropriate without further reference to you.

- 9.24 If the emergency requires us to access the Property or incur any costs on your behalf then we are permitted to do so without obtaining your prior consent.

- 9.25 You shall be liable to reimburse us for any costs incurred in respect of any emergencies and such costs shall be in addition to our other Fees.

Inspections

- 9.26 We shall inspect the Property periodically but as a minimum we shall carry out an inspection once per Tenancy or once per year for Tenancies with a term of more than 12 months. Inspections should be in accordance with the Terms of the Tenancy Agreement. Additional inspections may be arranged at an additional cost, outlined in the Fees and charges schedule.

- 9.27 We shall notify you of the outcome of any inspection and whether any matters requiring further action have arisen as a result of the inspection. Where any repairs or refurbishment is required and we oversee such works then we shall charge an additional handling fee for our services equivalent to 10% of the cost of the works.

- 9.28 You acknowledge that we are not surveyors and are not qualified to inspect or comment on the condition of the property or any defects in the property (structural or otherwise). If we believe that a further inspection by a qualified surveyor is required then we shall notify you.

End of Tenancy

- 9.29 We shall co-ordinate the end of the Tenancy on your behalf including liaising with the outgoing and incoming Tenants (assuming we continue to be instructed in respect of the subsequent Tenancy).

- 9.30 We shall arrange for the Property to be professionally cleaned at the end of the Tenancy. This shall be at your expense save in circumstances where we are able to recover such costs from the Tenant under the Terms of the Tenancy Agreement.

Deposit

- 9.31 At the end of the Tenancy we shall deal with and release the deposit strictly in accordance with the Terms of the Tenancy Agreement and the rules of the TDS. We shall not be liable to you for any dispute arising out of the end of the Tenancy and the release or retention of the deposit or for not dealing with the deposit in accordance with

your instructions if to do so would result in us being in breach of the TDS rules.

- 9.32 If the deposit received from the Tenant does not need to be protected pursuant to the Housing Act 2004 and other related regulations and we hold that deposit on trust for you we shall deal with the deposit in accordance with the terms of the Tenancy Agreement. We shall not be liable to you for any dispute arising out of the end of the Tenancy Agreement and the release or retention of the deposit or for not dealing with the deposit in accordance with your instructions if to do so would result in us being in breach of the Tenancy Agreement or other regulatory rules with regards to holding client money.

Previous managing agents

- 9.33 If we are taking over the management of your Property from another agent then we will liaise with that agent as necessary but you will be responsible for ensuring that we receive all documents and other information required so that we may provide the management services as described in this clause 9. In particular, we will require the relevant Tenancy Agreement and all necessary evidence that you comply with your statutory requirements.

- 9.34 In respect of any deposit relating to the Property and Tenancy, both you and the Tenant will need to confirm that we are the new managing agents before the TDS transfers any records to us. If the deposit is not registered with the TDS then you and the Tenant may be required to sign a new Tenancy Agreement or an addendum to such agreement if the deposit is to be transferred from a different scheme to the TDS. All transferred deposits shall be handled and be subject to clauses 8.19 to 8.24.

Vacant management service

- 9.35 We are able to offer our property management services, detailed in section 9, where a Property is vacant and a tenancy is not in place. Fees for this vacant management service are detailed in the fees and charges schedule and are calculated as a percentage of either the marketing rent, or the most recent rent level achieved in the case of properties we have previously let.

10 Energy Supply Management

- 10.1 We have engaged Oh Goodlord Limited ("Goodlord") to provide energy supply management services to our clients' properties.

In signing these terms you authorise us to use Goodlord to manage the energy supply during any void period of your property(s). This may result in Goodlord changing the electricity and/or gas supplier for the Property; however, this will not prevent you from changing to a different energy provider if desired.

You agree that we may pass your name and contact details to Goodlord for the purposes of:

(a) entering into contracts with Goodlord's preferred energy supplier in connection with the supply of gas and/or electricity to each Property while that Property is vacant

(b) engaging with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property

(c) registering you with the relevant local authority for the payment of council tax; and

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

11 Short lets

- 11.1 If you instruct us to market your Property for a short let then we shall provide the same Services set out above other than as varied by this clause 10. A short let for the purposes of these Terms is any Tenancy for a period of 6 months or less.

- 11.2 We shall collect all rent for the entire term of the Tenancy from the Tenant on or before the commencement of the short let Tenancy.

- 11.3 We shall deduct our Fees from the rent collected from the Tenant and forward the net amount to you.

- 11.4 The deposit normally required from the Tenant of a short let shall be an amount equivalent to four weeks rent rather than six weeks rent. The deposit shall be dealt with in accordance with clauses 8.20 to 8.23.

- 11.5 Our Fees for management services provided in respect of a short let are detailed in the Fees and Charges Schedule and such fees will be collected in accordance with clause 5.9 above.

- 11.6 We will not carry out standard reference checks as we would for a non-short let tenancy. We will only take reasonable and proportionate steps to attempt to verify the identity of the Prospective Tenant.

- 11.7 All accounts in respect of council tax and utilities shall remain in your name and shall be included within the rent that we collect from the Tenant on your behalf.

- 11.8 If the short let is not governed by the Housing Act 1988 as defined by section 19A of the Housing Act 1988 in addition to rent, we will collect an amount from the Tenant before the Tenancy in respect of cleaning the Property after the Tenancy ends. Such amount will be held by us on trust until the end of the Tenancy and used to pay any cleaner instructed by us on your behalf or released to you in the event that you wish to instruct cleaners yourself directly.

- 11.9 For the avoidance of doubt our rent and legal protection service will not be available for short lets.

12 Post-purchase, pre-let service

- 12.1 If you have recently purchased your Property then you may appoint us to provide a post-purchase, pre-let service as set out in this clause.

- 12.2 We shall carry out the following:

- 12.2.1 Liaise with your surveyor and any other professionals used by you in respect of your purchase and the Property to ensure that the Property is in the condition you expect and require;

- 12.2.2 Communicate any issues or problems that need remedying to the developer or other relevant third parties (including builders, decorators or interior designers);

- 12.2.3 Arrange for gas and electrical safety inspections to be carried out and all other checks as may be required to ensure that you comply with your statutory obligations as a landlord;

- 12.2.4 Collect and hold keys and security passes and arrange for copies to be made where necessary;

- 12.2.5 Read gas, electricity and water meters and inform utility providers of your ownership of the Property;

- 12.2.6 Arrange for the Property to be professionally cleaned.

- 12.3 Once the Property is ready to be let we shall then market the property and carry out the lettings services as described in clause 8.

- 12.4 Our fees for carrying out the post-purchase, pre-let service shall be £700 plus VAT (£840 inc VAT) plus additional costs paid to third parties that are incurred in providing the service (for example, the cost of gas safety inspection engineer or cleaning services).

13 Purchase of property

- 13.1 In the event that a Tenant or Prospective Tenant introduced by us or any corporate entity to which such Tenant or Prospective Tenant is connected purchases your Property, whether such purchase occurs before, during or within 12 months of the end of the Tenancy, then we shall be entitled to charge you a fee of 2% of the purchase price paid by the Tenant.

- 13.2 If you agree a sale of your Property to a Tenant in the circumstances described above then you must notify us immediately but the additional fee shall only be payable in the event that the sale is completed.

14 Sale of property

- 14.1 If you sell your Property while a Tenant is in occupation then you shall procure that the third party purchaser enters into an agreement for services with us on the same or similar Terms to those set out in this agreement.

- 14.2 Unless and until the purchaser of your Property enters into an agreement with us then you remain liable to pay our Fees subject always to your right to terminate as set out in clause 15 below.

15 Development consultancy services

- 15.1 We can provide an additional development consultancy service to assist with any works you may be considering in respect of your Property.

- 15.2 We can assist throughout the process and our fees for this consultancy service are:

- 15.2.1 £5,000 (£6,000 inc VAT) in respect of pre-planning application advice;

- 15.2.2 £5,000 (£6,000 inc VAT) in respect of post-planning application advice.

- 15.3 Further details of these services can be provided upon request.

16 Termination

- 16.1 If we are providing lettings services only:

- 16.1.1 our appointment will continue until a Tenancy Agreement and/ or a subsequent renewal of Tenancy is completed unless terminated earlier in accordance with this clause 16.1 save that we shall continue in to hold the deposit if we have been instructed to so in accordance with clause 8.18.

- 16.1.2 either party may end this agreement by serving not less than 14 days' written notice on the other.

16.1.3 If we receive notice to terminate in accordance with 16.1.2 above after you have accepted an offer from a Prospective Tenant that we have introduced to you then you will be liable to pay our Fees in full.

16.2 If we are providing both lettings and management services (or management services only):

16.2.1 our appointment will continue until the end of the Tenancy Agreement in respect of the relevant Property unless terminated earlier in accordance with this clause 16.2.

16.2.2 either party may end this agreement by serving not less than 3 months' written notice on the other, provided that such notice does not expire less than 6 months after commencement of the Services.

For the avoidance of doubt, in the event that you terminate the management services under this clause 16.2 you shall still be liable to pay Fees in respect of lettings services in accordance with these Terms.

16.3 This Agreement will end immediately upon service of written notice to that effect if either party breaches any of the material terms and conditions of this agreement and the breach, if capable of remedy, is not remedied within 14 days of receipt of a written notice requesting remedy of the breach from the other party.

16.4 The ending of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement.

16.5 If you are a consumer, you have the right to cancel your agreement with us without providing any reason for doing so within 14 days of the date of this agreement. If you do wish to exercise your right to cancel you should notify us in writing by completing and returning the cancellation form herein.

16.6 If your agreement with us relates to a Property on which you have exchanged contracts to purchase off plan but at the time you enter into this agreement you have not completed the purchase then (in addition to your right to cancel set out above) you may terminate this agreement on written notice to us before or within one month of completion of the property purchase provided that:

16.6.1 you or an immediate family member intends to occupy the Property from completion of the purchase; or

16.6.2 you have sold or intend to sell the Property immediately and without letting it to any tenant at any time.

16.7 You will only be able to terminate the agreement in accordance with clause 16.6 if you are able to provide such evidence demonstrating those circumstances described above as we may reasonably require.

16.8 This Agreement may be terminated by mutual agreement, if the circumstances in clause 20.5.2 apply

17 Money laundering regulations

17.1 Where required by law, we are obliged to carry out client due diligence checks, which will include, where applicable, identifying your parent companies, major shareholders, beneficial owners and directors and obtaining relevant supporting documentation to ensure we comply with the Anti Money Laundering regulations. Private landlords will be requested to present photographic ID and a proof of current address. Corporate landlords will need to provide evidence of

the ID of the officer or employee from whom we take instructions and of the authority under which they are acting. Where such information is requested, you will provide such information promptly to enable us to proceed to provide our services. We shall not be liable to you or any other parties for any delay in the performance or any failure to perform the services which may be caused by our duty to comply with such requirements.

17.2 You represent, undertake and warrant that any funds paid by you pursuant to our appointment (if any) are derived from legitimate sources and are not related to proceeds of crime, money laundering or other illegality either directly or indirectly.

17.3 We are subject to the provisions of the Money Laundering and Terrorist Financing (Amendment) Regulations 2019 (the Regulations) and as such must meet the requirements and hold copies of the relevant customer records in association with property transactions.

17.4 We carry out sanction screening to ensure we do not deal directly or indirectly with Sanctioned Persons or perform transactions in violation of any applicable Sanction laws or regulations of the United States of America, the European Union or the United Kingdom. We may terminate this appointment without penalty if you are or become subject to sanctions or if a sanctions connection (under the 50% rule) is not disclosed to us. "Sanctioned Persons" means a person or a legal entity either (a) located, domiciled, resident, organised under the laws of or incorporated in a Sanctioned Country or (b) being the government or owned or controlled by the government of a Sanctioned Country or by a party located, domiciled, resident, organised under the laws of or incorporated in a Sanctioned Country. "Sanctioned Country" means a country subject to economic embargoes and trade sanctions programs imposed by one or more governments.

17.5 We are unable to provide any services to the extent that the provision of such services would amount to a violation of applicable laws or regulations or cause us or our Group Companies (defined below) to be in breach of any sanction, prohibition or restriction under the UN Security Council Resolutions or under any other trade or economic sanctions, laws or regulations.

17.6 Where we are instructed as joint/multiple agents we shall liaise with any other agent(s) to obtain the necessary confirmations that they shall comply with their own obligations under the Regulations.

18 Quality control and complaints procedure

18.1 We have documented Quality Management Systems (QMS) which have been developed to meet the requirements of ISO 9001: 2015. Enhancing client satisfaction and continual improvement are key requirements of our systems and we are dedicated to providing you with a first-class personal service.

18.2 In the event that you feel that we are falling short of the high standards that we set ourselves in the services we provide, please do let us know. Our Complaints Procedure involves a full investigation of any complaints that we receive and has been designed to comply with the Royal Institution of Chartered Surveyors ('RICS') Rules of Conduct. A written copy of our Complaints Procedure will be made available upon request.

19 Liability

19.1 Nothing in these Terms shall exclude or limit a party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation.

19.2 Neither party to the appointment shall be liable to the other party for any indirect, special or consequential loss or damage howsoever caused, whether in contract, tort, negligence or otherwise.

19.3 Our maximum aggregate liability to you arising from or in relation to our appointment to provide the Services (in contract, tort, negligence or otherwise) howsoever arising shall be £1 million.

19.4 We shall have no liability for any delay or failure to provide the services in accordance with this appointment to the extent that any such delay or failure is caused by either you or a third party for whom you are responsible. Where we are one party liable in conjunction with others, our liability shall be limited to the share of loss reasonably attributable to us on the assumption that all other parties pay the share of loss attributable to them (whether or not they do).

19.5 You agree that you will not bring any claim relating to our appointment (in contract, tort, negligence or otherwise) against any CBRE Limited officer, director, employee, member or consultant in their personal capacity.

20 Force Majeure

20.1 A "Force Majeure Event" shall be defined as any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including without limitation: Covid-19 (including without limitation any measures introduced by any government or regulatory authority in relation to Covid-19); acts of God; epidemic or pandemic; terrorist attack, civil commotion or riots, war, threat of or preparation for war; nuclear, chemical or biological contamination; law or any action taken by a government or public authority (including without limitation any local, national or international restrictions on travel); collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts.

20.2 If either party is prevented, hindered or delayed in or from performing any of its obligations under this appointment as a result of a Force Majeure Event, the affected party shall not be in breach of the appointment or otherwise liable for any such failure or delay in the performance of such obligations.

20.3 The affected party shall, as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of such Force Majeure Event and the effect of the Force Majeure Event on its ability to perform any of its obligations under the contract.

20.4 The affected party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

20.5 If the affected party is prevented, hindered or delayed in or from performing any of its obligations under this appointment as a result of a Force Majeure Event for a continuous period of more than 30 days.

20.5.1 The affected party shall be entitled to suspend the performance of its obligations until such time as they can reasonably be performed; or

20.5.2 If such a suspension is not reasonable or practical in the circumstances, we and you can mutually agree to terminate this Agreement.

21 Statutory requirements

21.1 We require all evidence and information referred to in clause 21 below. You are responsible for complying with all legislation and other regulatory requirements in respect of your Property and your role as a landlord unless expressly stated otherwise in these Terms.

21.2 The following is a list of regulations and responsibilities that you and your Property will need to meet or comply with. The list is not exhaustive and if you have any doubts about your responsibilities as a landlord you should raise this with us:

21.2.1 Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) It is an offence to let out Property containing furniture and soft furnishings which do not comply with the above Regulations.

21.2.2 Gas Safety (Installation and Use) Regulations 1998 All gas appliances including meters, flues and pipe work must be checked annually by a Gas Safe-registered engineer to ensure they are safe.

21.2.3 Electrical Equipment (Safety) Regulations 2014 These regulations apply to all electrical equipment with between 50 and 1,000 volts of alternating current or 75 and 1,500 volts of direct current, and oblige a landlord to ensure the Property to be let is safe.

21.2.4 The Management of Houses in Multiple Occupation (England) Regulations 2006 and 2007 Any Property rented by three or more persons who form two or more households (i.e. they are not related) is deemed to be a House in Multiple Occupation (HMO). As a landlord you will need to apply for an HMO Licence from the local authority in which the property is situated. A number of local authorities operate selective licensing schemes so you will need to be aware of any additional requirements they may have.

21.2.5 Building Regulations 2010 These regulations require that all properties built since June 1992 must be fitted with mains-operated interlinked smoke detectors/alarms on each floor. (We strongly recommend however that regardless of when your Property was built that you install smoke detectors/alarms.)

In addition, the Building Regulations require that only engineers qualified in accordance with those regulations may carry out electrical installation work.

21.2.6 The Energy Performance of Buildings (England and Wales) (Regulations) 2012 From 6 April 2012, The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 state that you are required to order and make all reasonable efforts to obtain an Energy Performance Certificate (EPC) within seven days of instructing an estate agent to let your property.

21.2.7 Landlord and Tenant Act 1985 As a landlord you have various obligations with regard to the state and condition of your Property. These are in addition to your other obligations with regard to any gas and electricity safety regulation or health and safety or environmental requirements.

In general, you must ensure that the Property is fit for human habitation throughout the Tenancy. In particular, you must keep the structure and exterior of your Property, installed supplies of water (including hot water), gas and electricity and sanitation equipment in good order.

- 21.2.8 Legionnaires Disease
In order to comply with the Health and Safety Executive's Code of Practice you should carry out a risk assessment at your Property prior to letting especially if there are open water tanks, cooling systems, a swimming pool or redundant pipes.
- 21.2.9 Short term lets and the Deregulation Act 2015
You must comply with all regulations in respect of short term letting whether the Deregulation Act 2015 or otherwise.
- 21.2.10 Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

These regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Please indicate in the "Confirmation of Instructions" section of these Terms whether you would like us to arrange these checks on your behalf.
- 21.3 In addition to the above, you must ensure that you have in place all necessary insurance cover in respect of the Property and those such policies are maintained and renewed in accordance with their terms. Please note that not all building contents policies permit lettings.
- 21.4 Further information about your obligations as a landlord and relevant statutory and regulatory requirements is available from us on request.
- 21.5 You are responsible for notifying HMRC of the Tenancy or any income that you derive from it. Income from letting UK property is subject to UK income tax, even if you are resident abroad. The liability for tax arises whether the non-resident landlord is an individual, an overseas registered/resident company or an overseas resident trust.

22 General

- 22.1 We do not give legal advice. You should seek legal advice as appropriate from your lawyers. We have no responsibility for the content of any legal advice that is obtained.
- 22.2 We maintain professional indemnity insurance (details available on request).
- 22.3 Each party warrants and represents to the other that throughout the term of the appointment it holds all necessary rights, licences and consents to and that its provision or processing of any personal data hereunder shall comply with all applicable data protection and privacy legislation.
- 22.4 We comply with our obligations under the EU General Data Protection Regulation 2016/679 ("GDPR") and any applicable legislation in force from time to time which implements or is based on the GDPR when providing our services for you. In respect of personal data, the provisions of the Appendix to these Conditions shall apply.
- 22.5 The parties shall act in accordance with all applicable professional, ethical and business standards and do not tolerate bribery or corruption in any form. The parties will comply with the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 and/or the anti-corruption laws of any country in which they conduct business.

The parties shall have and shall maintain in place throughout the term of this appointment their own policies and procedures, to ensure compliance with applicable anti-bribery legislation, including but not limited to adequate procedures the and the UK Bribery Act 2010 designed to prevent acts of bribery by their directors and employees.

- 22.5 The parties to the appointment shall ensure their directors, employees and representatives comply with all laws relating to anti-corruption, anti-money laundering and the prevention of fraud and other financial crime (including, where applicable, tax evasion and its facilitation) in all of the countries in which they provide or receive products or services."
- 22.6 All discussions we have with you, advice we give and documentation provided by you to us will be kept confidential, unless we agree with you otherwise, aside from transactional data which is shared with rating agencies and third party property data service firms for statistical reporting on industry trends.
- 22.7 You agree that we may use any information provided in connection with or generated through the provision of services hereunder in the usual course of our and our Group Companies' businesses from time to time, including but not limited to internal data audit and analytic purposes, to build databases and/or surveys, and research purposes, the objective of which is to improve our service offering to our clients, if such information will not identify you as our client and has been sufficiently anonymised so as not to identify any individual. 'Group Company' means in relation to CBRE Group, Inc., each and every subsidiary or holding company from time to time of CBRE Group, Inc., and each and every subsidiary from time to time of a holding company of CBRE Group, Inc.
- 22.8 We comply, where applicable, with all relevant legislation including without limitation the Estate Agents Act 1979, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) and the Business Protection from Misleading Marketing Regulations 2008 (BPRs).
- 22.9 For the purposes of the Contract (Rights of Third Parties) Act 1999, you and we agree that it is not intended for any term of the appointment to be enforceable by any third party who, but for the Act, would not have been entitled to enforce such terms.
- 22.10 If at any time any part of the appointment is held to be or becomes void or otherwise unenforceable for any reason, then that part will be deemed omitted from the appointment. The validity or enforceability of the remaining parts of the appointment in any way be affected or impaired as a result of that omission.
- 22.11 The appointment, and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or noncontractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English Law and the exclusive jurisdiction of the English Courts.
- 22.12 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23 Pre-letting requirements

- 23.1 By signing these Terms you confirm that:
- 23.1.1 you own the Property;
- 23.1.2 any joint owner or joint owners have authorised you to sign these Terms and enter an agreement with us;
- 23.1.3 you and the joint owners agree to be named on any Tenancy Agreement and agree that any obligations and liabilities owed by you as landlord under these Terms shall be owed by all owners jointly and severally;
- 23.1.4 in the case of leasehold property, that the landlord of your Property has consented to you letting it;
- 23.1.5 all necessary consents from your mortgage provider or any lender have been given;
- 23.1.6 you have in place all necessary insurance in respect of the Property and Tenancy (please note that the Property and its contents should be comprehensively insured to include third party and occupiers' liability risks);
- 23.1.7 you and your Property comply with statutory and regulatory requirements outlined in clause 19;

23.2 In addition to the above information relating to you and your Property we also require the following before we can act for you:

- 23.2.1 proof of identity;
- 23.2.2 proof of home address;
- 23.2.3 bank details;
- 23.2.4 copy of your lease and/or head lease (in the case of leasehold property);
- 23.2.5 copy of the title register in respect of your Property;
- 23.2.6 copy of a valid EPC (energy performance certificate);
- 23.2.7 copy of your HMO licence (if applicable);
- 23.2.8 copy of valid Gas Safety Certificate for the Property.

Data Processing Appendix

- 1 The provisions of this Appendix (the "Data Processing Appendix") form part of the terms of our appointment to the extent that condition 10.4 of the Standard Terms of Business applies.
- 2 For the purposes of this Data Processing Appendix:**
- 2.1 "Data Protection Laws" means the EU Data Protection Laws and the laws of other states and territories that create and regulate substantially similar concepts and legal principles as are contained in the EU Data Protection Laws in relation to the processing of personal data and sensitive personal data;
- 2.2 "EU Data Protection Laws" means the EU General Data Protection Regulation 2016/679 ("GDPR") and any legislation in force in EU member states from time to time which implements GDPR; and
- 2.3 "data subject", "personal data", "sensitive personal data", "consent", "controller", "processor" and "processing" mean those concepts, roles and activities as defined in EU Data Protection Laws.
- 3 CBRE As Processor**
- 3.1 We anticipate collecting and processing personal data about potential tenants of the Property (such data, "Tenant Personal Data") for the purposes of carrying out our obligations to you under the terms of this Agreement.
- 3.2 We shall:
- 3.2.1 process the Tenant Personal Data only on documented instructions from you, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union or the national law of an EU member state to which we are subject. In such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 3.2.2 ensure that persons authorised to process the Tenant Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 3.2.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate organisational and technical measures as required pursuant to Article 32 (security of processing) of GDPR;
- 3.2.4 respect the conditions for engaging another processor referred to in paragraphs 2 and 4 of Article 28 (processor) of GDPR;
- 3.2.5 taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR;
- 3.2.6 assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of the processing and the information available to us;
- 3.2.7 at your choice, delete or return all the Tenant Personal Data to you after the end of the provision of services relating to processing, and delete existing copies unless European Union law or the national law of an EU member state to which we are subject requires storage of the Tenant Personal Data;
- 3.2.8 If we are aware that or of the opinion that any instruction given by you in accordance with paragraph 3.2.1 infringes the Data Protection Legislation or other applicable law, we shall immediately inform the you of this giving details of the potential infringement.
- 3.2.9 make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28 (processor) of GDPR and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you (in each case at your cost); and
- 3.2.10. immediately inform you if, in our opinion, an instruction infringes GDPR or other Data Protection Laws.
- 4 CBRE As Independent Controller**
- 4.1 We anticipate collecting and processing personal data about relevant business contacts and representatives of you (and where relevant also other entities in your group) in the context of the products and services we provide, including names, email addresses and telephone numbers (such data, "Client Personal Data"). We will retain that data whilst we retain a business relationship with you (or where applicable other members of your group) for the purposes of providing products and services to you (and those members of your group) and for managing our relationship with you (and such other members of your group), which may include contacting you about new or other products and services we might offer from time to time.
- 4.2 Notwithstanding the terms of the immediately preceding Section 3, you acknowledge and agree that, in addition to acting as a Data Processor with respect to Tenant Personal Data in the course of providing the Services to you under this Agreement, we shall act as an independent and autonomous Controller of Tenant Personal Data and Client Personal Data, and shall comply with all applicable obligations arising in our capacity as Data Controller with respect to such Client Personal Data and Tenant Personal Data in accordance with applicable Data Protection Laws.
- 5 We acknowledge that nothing in the Agreement relieves us of our own direct responsibilities and liabilities under GDPR.

Fees and charges schedule

(All fees and charges are subject to VAT at prevailing rate)

Initial term

Long let tenancies:

Letting service	11% (13.2% inc VAT)
Renewal fee	8% (9.6% inc VAT)
Rent collect letting service	12% (14.4% inc VAT)
Letting and management service	17% (20.4% inc VAT)
Management service	6% (7.2% inc VAT)
Vacant Management service	6% (7.2% inc VAT)

Short let tenancies:

Letting and management service	25% (30% inc VAT)
Letting service	18% (21.6% inc VAT)

Renewal term (Renewal, extension or holding over)

Long let letting	8% (9.6% inc VAT)
Rent collect letting service	9% (10.8% inc VAT)
Long let letting and management service	14% (16.8% inc VAT)
Management service	This will be charged at the same rate as above
Short let tenancies	These will be charged at the same rates as above

Additional charges:

Rent and legal protection service. Guarantee insurance including legal expenses cover (I understand that I will be noted as an interested party in CBRE's insurance policy)	2% (2.4% incl VAT)
Tenancy Agreement preparation charge (Initial term)	£275 (£330 inc VAT)
Tenancy Agreement preparation charge (renewal)	£200 (£240 inc VAT)
TDS protection and administration charge	£50 (£60 inc VAT)
Enhanced Referencing per Tenant/ Guarantor (Assured Shorthold Tenancy only)	£50 (£60 inc VAT)
Addenda or memoranda	£200 (£240 inc VAT)
Abortive letting fee	One Week's rent
Purchases by Tenants introduced by CBRE	2% (2.4% inc VAT)
Key cutting	Cost of keys plus £30 (£36 inc VAT)
Copy of documents	£10 per document (£12 inc VAT)
Furnishing and refurbishment service	10% (12% inc VAT)
Courier charges	At cost
Attendance at formal proceedings	£120 per hour (£144 inc VAT)
Post-purchase, pre-let service	£700 (£840 inc VAT)
Additional Property inspection	£50 (£60 inc VAT)
Additional annual landlord statement:	£50 (£60 inc VAT)
Smoke alarm (per alarm)	£90 (£108 inc VAT)
Carbon monoxide (per alarm)	£95 (£114 inc VAT)

Confirmation of instructions

As this is a legally binding contract, we recommend seeking advice from a legal advisor, or from the Citizen's Advice Bureau, before entering into this agreement.

If you wish to instruct CBRE Ltd to let and/or manage your property, you must complete, sign, date and return this agreement to CBRE Ltd. By agreeing to the below, you commit to the referenced fees and charges. Should you not sign the agreement but proceed to instruct CBRE Ltd to either market the property or you arrange viewings of the property by Potential Tenants we find, you agree to be bound by the Terms and Conditions outlined in the Agreement.

Property details

Full address of property to let:

.....
 Postcode

Is the property let with a garage, allocated parking bay, other (specify)

Tick as applicable:

Furnished Unfurnished Part-furnished

Services

Please tick service(s) required:

Long letting	
Letting service - 11% (13.2% inc VAT)	<input type="checkbox"/>
Rent collect letting service - 12% (14.4% inc VAT)	<input type="checkbox"/>
Letting and management service - 17% (20.4% inc VAT)	<input type="checkbox"/>
Management only service - 6% (7.2% inc VAT)	<input type="checkbox"/>
Rent and legal protection service - 2% (2.4% incl VAT)	<input type="checkbox"/>

Short Letting	
Short let only service - 18% (21.6% inc VAT)	<input type="checkbox"/>
Short let and management service - 25% (30% inc VAT)	<input type="checkbox"/>

Sole agency Yes No

Any renewal of Tenancy shall be subject to renewal fees outlined in our fees and charges.

Non-Resident landlords only:

Preparation of the NRL1 form (application to receive UK rental income without deduction of UK tax) on your behalf.

£150 + VAT

Application for an HMO (house in multiple occupation) licence on your behalf:

Selective licence	£250 + VAT	<input type="checkbox"/>
HMO licence	£450 + VAT	<input type="checkbox"/>

Any associated property inspections will be charged in addition at the rate set out in these T&Cs

Please note: these fees exclude the charges levied by the relevant local authority for the licence which shall be payable by you in addition.

Landlord details

Landlord 1	Landlord 2
Full name (as it appears on passport)	Full name (as it appears on passport)
Address for correspondence	Address for correspondence
Landlord address (if different from above)	Landlord address (if different from above)
Address in England or Wales for service of notices (if different from above. Can be business address or c/o address)	Address in England or Wales for service of notices (if different from above. Can be business address or c/o address)
Tel. No	Tel. No
Email	Email

Client bank details (UK bank only)

Name of bank	Account name
Sort code <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	Account Number

Financial status (see clause 19.6)

I/We declare that for the duration of the Tenancy I/We shall be:

Resident in the UK for tax purposes	Landlord 1 <input type="checkbox"/>	Landlord 2 <input type="checkbox"/>
Non-resident in the UK for tax purposes	Landlord 1 <input type="checkbox"/>	Landlord 2 <input type="checkbox"/>

Should my/our tax status change during the Tenancy I/We will notify CBRE immediately of that change and will fully compensate CBRE for any loss if I/We fail to do so

Power of Attorney

Is there a power of attorney in place giving another person authority to sign documents relating to the letting of the Property on your behalf? If YES to either, give details and provide a copy of the authorised power of attorney document:

Yes No

Full name(s)

Are you an authorised power of attorney on behalf of the owner of the property, with authority to sign documents relating to the letting of the Property?

Address(es)

Yes No

By signing these Terms you confirm that:

By signing these Terms you confirm that:

1. You own the Property (or hold Power of Attorney for the legal owner(s) of the Property);
2. Any joint owner or joint owners have authorised you to sign these Terms and enter an agreement with us;
3. You and the joint owners agree to be named on any Tenancy Agreement and agree that any obligations and liabilities owed by you as landlord under these Terms shall be owed by all owners jointly and severally;
4. In the case of leasehold property, that the landlord of your Property has consented to you letting it;
5. All necessary consents from your mortgage provider or any lender have been given;
6. You have in place all necessary insurance in respect of the Property and Tenancy (please note that the Property and its contents should be comprehensively insured to include third party and occupiers' liability risks);
7. You comply with safety requirements referred in clause 21 which provides you also with landlord safety advice which can also be found on www.cbreresidential.com/uk. Please note that failure to comply with statutory safety requirements is a criminal offence;
8. You will provide an EICR regardless of licensing requirements if the tenancy forms a House in Multiple Occupation, meaning if there are 3 or more occupants including children living in the Property and who do not form one family unit;
9. You will ensure that all furniture and furnishings in the Property comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended 1993) as it is your statutory duty. If they do not comply, you will remove such furniture and furnishings;
10. All details you provide to us or any Potential Tenants is not false or ambiguous. It is a requirement that you provide us with all material information that may influence an applicant's decision to rent the property, such as past or present issues with infestation, condensation/damp, mould, flooding, excessive noise (traffic, neighbours etc), or works scheduled to be carried out to the property or neighbouring properties. Please give details below (if necessary use an extra sheet to include all relevant details).

I/We have read, fully understand and accept these Terms and Conditions and are bound by its entire contents. I/We wish CBRE Ltd to provide the service marked above on the Terms stated herein.

Landlord 1

Signed	Full Name	Date
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Landlord 2

Signed	Full Name	Date
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Right to cancel

You have a right to cancel your chosen lettings service agreement with us within 14 days without giving any reason.

The cancellation period will expire 14 days after the day on which you sign and date the CBRE Lettings and Management Agreement.

To exercise the right to cancel, you must clearly notify us at:

CBRE Limited
Henrietta House,
Henrietta Place, London
W1G 0NB

www.cbreresidential.com/uk

You may use the cancellation form below, but it is not compulsory.

To meet the cancellation deadline it is sufficient for you to send your notice before the cancellation period has expired.

Effects of cancellation

If you cancel this agreement, we will refund all payments received from you (if any) as soon as possible and in any case not later than 14 days after the day on which we are informed about your decision to cancel.

We will make the refund 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 refund.

If you required us to begin performing the services during the cancellation period, you may be required to pay us an amount which is in proportion to what has been performed until you have communicated your cancellation of this agreement.

Cancellation Form

To:	I/We hereby give notice that I/We cancel my/our agreement dated
	Name of Landlord
CBRE Limited	Address of Landlord
Residential Department	
Henrietta House	
Henrietta Place	
London	
W1G 0NB	Signature of Landlord
	Date
