

HUMPHREY  
& BRAND

[humphreyandbrand.co.uk](http://humphreyandbrand.co.uk)



Lettings Terms & Conditions

# Lettings Terms & Conditions

## INTRODUCTION

These Terms and Conditions apply to the services provided to clients by Humphrey and Brand Residential LLP as agents in the letting and management of residential properties. When completing, signing and returning the attached Confirmation of Instructions, you will need to indicate whether you require the Non-Managed Service or the Management Service and either paragraph 3 or 4 of these Terms and Conditions will then apply as relevant. Paragraphs 5, 6, 7, 8, 9, 10 and 11 of these Terms and Conditions apply to all of our instructions. The terms of any covering letter we send you with these Terms and Conditions, together with these Terms and Conditions form the contract between us for that instruction (the Engagement Contract).

## 1. AVAILABLE SERVICES

### 1.1. SOLE AGENCY

By appointing us, you agree that we shall have sole agency to market the Property for a period of four weeks. The sole agency can be terminated at the end of the fixed period by giving us two weeks' written notice. If you do not terminate the sole agency, it will continue until we receive your written instructions.

### 1.2. MULTIPLE AGENCY

By appointing us, you agree that we shall act on a multiple agency basis to market the Property for a period of four weeks. The multiple agency can be terminated at the end of the fixed period by giving us two weeks' written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

## 2. DEFINITIONS AND INTERPRETATION

### IN THESE TERMS AND CONDITIONS:

**2.1.1.** Humphrey and Brand Residential LLP, we, us, our means the limited liability partnership of Humphrey and Brand Residential LLP and any other company wholly owned by, or on behalf of such limited liability partnership, or the partners of Humphrey and Brand Residential LLP and any person to which the Engagement Contract may have been assigned in accordance with paragraph 2.7 below;

**2.1.2.** The Landlord, you or your refers to our client as named in the Confirmation of Instructions form;

**2.1.3.** VAT means value added tax chargeable under the Value Added Tax Act 1994 (or any re-enactment or successor to that Act) and any similar replacement and any additional replacement tax.

**2.1.4.** The Property means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord at the address set out in the Confirmation of Instructions. When the Property is part of a larger building the Property will include the use of the common access ways and facilities.

**2.1.5.** Tenant means anyone entitled to possession of the Property under an agreed occupancy agreement with the Landlord.

**2.1.6.** Calendar Day or day means any day of the year, including Saturdays, Sunday and bank holidays.

**2.1.7.** Relevant Person means any person who paid the deposit or any part of it on behalf of a tenant.

**2.1.8.** Stakeholder means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the occupancy agreement, determined through adjudication or ordered by the Court.

**2.1.9.** Authorised Scheme means a scheme set in accordance with the Housing Act 2004 and operated under a service concession agreement with the government.

**2.1.10.** Statutory Time Limit means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Authorised Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

**2.1.11.** Working Day means a day that is not a Saturday or Sunday, or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

**2.2.** In the event of there being any inconsistency in any covering letter we send you and these Terms and Conditions then the covering letter prevails.

**2.3.** Each Engagement Contract will be governed by and construed in accordance with the laws of England and Wales. Any dispute arising from or under the Engagement Contract shall be subject to the non-exclusive jurisdiction of the English courts.

**2.4.** If any one or more provisions of the Engagement Contract are declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of that Engagement Contract will not be affected or impaired.

**2.5.** No provision of the Engagement Contract (other than this paragraph) will be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall have any right to enforce or rely on any provision of the Engagement Contract. The notification or consent of any of our employees, consultants or partners shall not be required in order to rescind or vary the Engagement Contract.

**2.6.** The Engagement Contract constitutes a binding contract between Humphrey and Brand Residential LLP and the client and both parties should ensure that any verbal or prior agreements have been incorporated as the Engagement Contract will supersede all prior communications between the parties.

**2.7.** We reserve the right to assign our rights and obligations under the Engagement Contract upon giving you two months' notice in writing.

**2.8.** Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.

**2.9.** The terms of the Engagement Contract may only be varied if agreed between you and us and confirmed in writing by both parties.

### **3. NON-MANAGED SERVICE - FEE: 15% OF THE ANNUAL RENT INCLUDING VAT.**

#### **In providing this service to you, we will:**

**3.1.** Arrange a lettings appraisal of the

Property to provide advice on letting, rent achievable and types of tenancy. We will draw your attention to any obvious repairs or maintenance issues which appear necessary in preparing for the proposed letting.

**3.2.** Advertise the Property using a wide variety of advertising mediums and arrange viewings (applicants will always be accompanied by a member of our staff). We will keep our marketing strategy under regular review with you.

**3.3.** Erect an advertising board unless you specifically instruct us not to do so in writing. This will remain in place until at least the commencement of the tenancy. You must inform us immediately if there is any planning or other restriction that prohibits the display of advertising boards at the Property.

**3.4.** Negotiate any offers received between you and arrange for references to be taken up on all prospective tenants. We obtain a credit reference report, contact the previous landlord (if applicable) and contact their employer (if applicable). The reference reports will be forwarded to you for your approval.

**3.5.** Prepare a comprehensive tenancy agreement for you and the tenant to sign.

**3.6.** Arrange for the tenant to be 'checked in' to the Property by an independent inventory clerk with keys, on commencement of the tenancy, (at a fixed cost to the tenant), unless otherwise instructed by you. An inventory is essential to reduce the risk of a dispute arising between you and the Tenant relating to the condition of the Property at the end of the tenancy. Our agreements provide that the cost of preparing the inventory and check in/out appointments will be payable by the Landlord.

**3.7.** Arrange for a statutory gas safety test to be carried out at your expense prior to the tenant's occupation and annually thereafter.

**3.8.** Arrange for a statutory Energy Performance Certificate to be obtained (if there is no such certificate for the Property in existence and current) at your expense, unless otherwise instructed by you.

**3.9.** Arrange for a Electrical Installation Condition Report to be carried out at your expense, prior to the tenant's occupation and every five years thereafter.

**3.10** Collect a deposit from the Tenant. This will usually be equivalent to a minimum of one month's rent and more commonly five weeks rent. We will hold the deposit as stakeholder to safeguard you against any damage caused to the Property or breach of the occupancy agreement by the Tenant.

**3.11.** Use our best endeavours to arrange for the Tenant to sign a standing order for the payment of rent to our bank account. We will then monitor payments received and advise you of any non-payment within five working days of the due date.

**3.12** Collect the rent for the period of the tenancy and forward it to you less any deductions for our fees and expenses. By signing the Confirmation of Instruction, you accept that we are only able to forward monies when we are in receipt of cleared funds and that funds will be transferred to your nominated account within 5 working days receiving cleared funds from the Tenant. We cannot be held responsible if the Tenant fails to pay any sum due under his/her occupancy agreement unless the non-payment was caused by our negligence or breach of contract.

**3.13** Contact the Tenant by telephone and letter at regular intervals if there is non payment of rent. The first contact will be made within 5 working days of the rent becoming due. Should legal action be required, you will become responsible for instructing a solicitor and for any fees and/or charges made by them.

**3.14** Register the details of the deposit paid by the tenant in a government authorised tenancy deposit scheme. The cost of this is £7.20 inclusive of VAT, payable monthly, which will be deducted from the rent collected by us from the Tenant.

**3.15** Provide you with clear statements of account showing money received and expenses paid within 14 days of receiving any money from the Tenant. In the event that the local authority recoups payments from us for any overpaid state-provided benefits, you agree to compensate us within 14 days of the date of our statement of account showing this negative balance.

**3.16** Serve notice to end the tenancy if you request that we do so in writing. This will be subject to an additional charge of £300 including VAT if we do not manage the Property. You must provide us with at least 10 weeks' notice of your intention to end the occupancy agreement either at the end of the fixed term or in accordance with a break clause (if applicable).

**3.17** Arrange a check out of the inventory if you request that we do so in writing. You will be responsible for paying the inventory clerk the costs of the checkout. We will inform you of the cost charged by the inventory clerk before confirming the instruction on your behalf.

#### **4. MANAGEMENT SERVICE – FEE: 19.2% OF THE ANNUAL RENT INCLUDING VAT**

**In providing this service to you, we will undertake all of the services listed under our Non – Managed service and in addition will:**

**4.1** Visit the Property approximately twice each year provided the Tenant grants us access and submit a written report to you on our findings. These visits are purely superficial and is not intended to represent a structural survey or inventory check. Please note that supervision of the Property during any void period where it is unoccupied is not included in our management function. We will be pleased to discuss your requirements for management during void periods, which is subject to a separate charge.

**4.2** Deal with day to day management matters including minor repairs, servicing or maintenance of the Property that may be required to ensure that the Property remains in a satisfactory condition for letting. We will not incur any costs without first notifying you (except in emergencies). We will endeavour to contact you by both phone and email, however in instances where we are not able to obtain confirmation from you, we reserve the right to carry out on your behalf and at your cost any works for repairs to ensure that you comply with your contractual or statutory obligations under the terms of the occupancy agreement. Should we be instructed to arrange repairs that exceed £250, you will be liable to pay us an administration fee of an amount equal to 10% plus VAT of the cost of the repairs. By signing the Confirmation of Instruction, you agree that we can instruct contractors on your behalf and deduct the costs of the repairs and maintenance from any monies we are holding on your behalf for the Property or any other property that we manage on your behalf. We accept no liability for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold sufficient funds to cover the cost of the works.



**4.3** Arrange to pay on your behalf current outgoings for the Property such as insurance premiums, service charges etc that we are made aware of, provided we hold sufficient funds. It is your responsibility to ensure that appropriate companies are provided with our details to send invoices to us. Although we will do our best to query any obvious discrepancies, by signing the Confirmation of Instruction, you accept that we are entitled to accept and pay any demands and accounts that appear to be in order.

**4.4** Act on your instructions to attempt to renew or vary the terms of any tenancy of the Property, or to grant a new tenancy and in your absence where you have authorised us to do so.

**4.5** With the exception of assisting you in attempting to agree deposit deductions with the Tenant following check out, our Management Service will automatically cease on the expiration of the tenancy, unless otherwise agreed in writing. Our Management Service can also be terminated by either party giving the other party three months' written notice subject to a minimum initial period for the service of nine months. By signing the Confirmation of Instructions, you acknowledge that if our Management Service is terminated our fees for the Non Managed Service will remain payable as specified in clause 3 of these Terms and Conditions.

**4.6** Ask you to provide us with 3 sets of keys for the Property. If you provide us with fewer sets, we will have some additional keys cut and deduct the cutting costs from monies held by us on your behalf.

**4.7** We offer an out of hours emergency cover service through independent contractors who will attend to your Property should the need arise and attend to emergency repairs. The cost of such works will be settled against your account in the usual manner.

## **5. FEES AND CHARGES AND PAYMENT OF FEES AND CHARGES**

Our fees which are payable by you for our services are as follows:

**5.1** Non - Managed Service: The fees are calculated based on the rent for the entire period of the occupancy agreement and are payable on a monthly basis, which will be deducted from the rent collected by us from the Tenant.

**5.2** Management Service: The fees are calculated based on the rent for the entire period of the occupancy agreement and are payable on a monthly basis, which will be deducted from the rent collected by us from the Tenant.

**5.3** You are responsible for paying our fees when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by us, sight of any marketing or advertising produced by us or on our instruction, or through work of any other person when this occurs during the period of our sole agency.

**5.4** By signing the Confirmation of Instruction, you specifically agree that we are entitled to charge you the fees set out in these Terms and Conditions for the complete period that the Tenant remains in occupation of the Property including during any extension, renewal or continuation of the occupancy agreement, whether or not we are involved in the negotiation and execution of the extension, renewal or continuation. You should note that this may cause you to be liable to pay two or more agents if you instruct another agent to act for you in the period that we are instructed on a sole agency basis. We will not make any refund of the fees paid if the tenancy ends before the agreed date. The only circumstance in which we will not charge a renewal commission is where the Property is sold to another landlord who retains the Tenant.

**5.5** Should you not complete sign and return the Confirmation of Instruction attached to these Terms and Conditions but instruct us to start marketing and accept viewings on the Property, then you will be deemed to be bound by these Terms and Conditions upon our receiving instructions from you to start marketing and accept viewings on the Property.

**5.6** VAT will be chargeable on all fees and expenses charged by us at the prevailing rate (currently 20%). This amount may change from time to time, which will lead to

a proportionate change to the total amount due by you. All fees and charges set out in these Terms and Conditions are expressed inclusive of VAT unless stated to the contrary.

**5.7** Unless deducted from rental payments, the bills for our fees must be paid within 30 days, failing which we reserve the right to charge interest on the balance outstanding at an annual rate of 3% above Barclays Bank Plc's base lending rate from time to time (accrued on a daily basis) from the date of our invoice until the date of payment. We also reserve the right to suspend our services until your account has been settled.

**5.8** For the avoidance of doubt we do not solicit commissions from third parties to whom we may introduce client's business. All third parties are positively selected on proven performance, price and availability and not on their willingness to offer us financial or other inducements. However, it is possible that in the normal course of business a commission may be offered. Where we are satisfied that our client's interest is not adversely affected and that the provision of the service is in line with our usual policy as stated then we may accept such commission and retain it to cover costs.

## **6. SECURITY DEPOSITS**

### **WHERE THE TENANCY IS AN AST**

**6.1** If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment that it is received, be dealt with in accordance with an Authorised Scheme.

**6.2** The Tenant and any Relevant Person must be given prescribed information about the deposit and comply with the initial requirements of an Authorised Scheme within the Statutory Time Limit, which is currently 30 days.

**6.3** We are a member of the Tenancy Deposit Scheme, which is an Authorised Scheme administered by The Dispute Service Limited, PO Box 1255 Hemel Hempstead, Herts HP1 9GN. Phone: 0845 226 7837 Web: [www.tds.gb.com](http://www.tds.gb.com) Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com) Fax: 01442 253 193.

**6.4** If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf.

**6.5** If you do not want us to protect the deposit, you must notify us before we receive the deposit. You will then need to receive the deposit directly

from the Tenant, protect it as required by law and comply with the initial requirements of an Authorised Scheme. A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not properly protected. The Tenant and any Relevant Person may apply through the Courts for compensation of at least the amount of the deposit, and up to 3 times the amount of the deposit, if you or someone acting on your behalf fails to protect the deposit, comply with the initial requirements of an Authorised Scheme or fails to give prescribed information about the deposit to the Tenant and any Relevant Person – whether at all or within the Statutory Time Limit. If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred by you if you fail to comply with your obligations to protect the deposit and serve prescribed information. You must reimburse us in respect of any costs or expenses we incur as a result of your failure to comply with those obligations.

**6.6** If we hold and protect the deposit, we must comply with the rules of the Authorised Scheme. This means that we may not be able to act on your instructions with regard to the deposit if those instructions conflict with the Authorised Scheme rules. The rules of the Tenancy Deposit Scheme are available to view and download from [www.tds.gb.com](http://www.tds.gb.com). A very important point for you to bear in mind is that we must hold the deposit as Stakeholder and so may only pay money from the deposit if an agreement has been reached in writing between you and the Tenant and any Relevant Person; the Court orders us to do so; or the Tenancy Deposit Scheme directs us to do so.

### **DURING THE TENANCY**

**6.7** We will hold the deposit as Stakeholder in our client account.

**6.8** Interest earned on the deposit will belong to the person entitled to it under the occupancy agreement.

**6.9** If the deposit is protected and the Tenancy Deposit Scheme directs us to send the deposit to them, we must do so within 10 days. This will usually only be required at the end of the tenancy if there is a dispute over deductions.

## WHERE THERE IS NO DISPUTE ABOUT THE DEPOSIT AT THE END OF THE TENANCY

**6.10** We will liaise with you to ascertain what (if any) deductions you propose to make from the deposit.

**6.11** Once the deductions have been agreed, we will require you, the Tenant and any Relevant Person to confirm this agreement to us in writing. We will then pay out the deposit in accordance to the agreement within 10 days of receiving confirmation of the agreement from all parties.

## WHERE THERE IS A DISPUTE ABOUT THE DEPOSIT AT THE END OF THE TENANCY

**6.12** You must make reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

**6.13** The Tenant can ask us to repay the deposit at any time after the tenancy has ended. We will be required to promptly release any undisputed amount of the deposit. We will take your instructions as to the amount to be withheld.

**6.14** If the Tenant asks us to repay the deposit and we do not do so within 10 days, the Tenant can notify the Tenancy Deposit Scheme who will then direct us to pay the disputed amount to them. We have 10 days to send in the money. By signing the Confirmation of Instruction, you authorise us to pay to the Tenancy Deposit Scheme as much of the deposit as they require us to send.

**6.15** The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for alternative dispute resolution. There would be no charge to you or the Tenant for using the alternative dispute resolution services if the tenancy is an AST.

**6.16** If the claim is accepted for alternative dispute resolution, we and you will be invited to accept or contest the claim made. You must notify the Tenancy Deposit Scheme within 10 Working Days whether you agree to submit the dispute for alternative dispute resolution. If you do not respond within this timeframe you will be treated as if you have consented.

**6.17** You are also able to refer a dispute for resolution through the Tenancy Deposit Scheme if a resolution cannot be reached with the Tenant through negotiation. If the Tenant does not reply to the Tenancy Deposit Scheme, they will be deemed to have not consented to use the alternative dispute resolution process. In this event, you will need to consider Court proceedings instead.

**6.18** If the matter proceeds to alternative dispute resolution with the Tenancy Deposit Scheme, the decision reached will be final. Further information about the process is available free for download from [www.tds.gb.com](http://www.tds.gb.com).

**6.19** The Tenancy Deposit Scheme will pay the disputed amount of the deposit to the person entitled to it within 10 days beginning on the date that notice of the outcome of the alternative dispute resolution process has been received by them. Alternatively, when a Court order becomes final or a written agreement is reached with the Tenant, whichever is the sooner.

## IF THE TENANCY IS NOT AN AST

**6.20** The deposit does not have to be protected by law and the terms for payment of the deposit will be governed by the terms of the occupancy agreement.

## 7. GENERAL

**7.1** We will endeavour to provide a top quality service, but will accept no responsibility for any loss or damage suffered by you as a result of:

**7.1.1** Any failure on the part of the Tenant to observe the terms of the occupancy agreement, or to comply with any obligation imposed by statute;

**7.1.2** Any defective workmanship or problems associated with contractors instructed to do work on your behalf;

**7.1.3** Any failure by you to comply with all relevant government legislation including without limitation health and safety regulations;

**7.1.4** Any failure by you to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the property; or any failure by you to maintain adequate insurance cover; or

**7.1.5** Being unable to perform our services as a result of any cause beyond our reasonable control, for example because of matters such as industrial action, act of God, war, riot, civil commotion, acts of terrorism, theft, failure or breakdown of plant, computers, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure or failure of telecommunications. We will notify you as soon as reasonably practicable if we are unable to provide our services because of any such cause.

**7.2** Any change of the type of service provided by us and described in paragraphs 3, 4 and 5 of these Terms and Conditions requires 3 months written notice from you to us.

**7.3** If the Property is subject to a mortgage, you will need to obtain your lender's written consent for the proposed letting. The lender may want to approve the draft tenancy agreement and we can supply this upon written request. If your mortgage has any special conditions relating to the tenancy or type of tenant, you must provide them to us prior to the start of the tenancy so that we can incorporate them into the occupancy agreement. This is important, as conditions cannot be imposed on the Tenant at a later date.

**7.4** We strongly advise you to take out comprehensive insurance cover for buildings, contents, third party and occupier's liability risks.

**7.5** We strongly advise you to arrange for mail redirection via the Post Office prior to vacating the Property. We cannot be responsible for forwarding mail once the Property has been let. If mail is sent to us by the Tenant for your attention, we will pass this on to you and charge the cost of onward postage to your account.

**7.6** By signing these Terms and Conditions you warrant to us that you are the owner of the Property, or otherwise are lawfully entitled to enter into a tenancy in respect of it.

**7.7** If you are the leaseholder, you will normally require the consent of the superior landlord, freeholder or their managing agent before you can sub-let the Property. In giving consent the superior landlord or their managing agent may require the Tenant to enter into an agreement to observe the covenants contained in your lease known as a licence. A fee may be charged for granting consent

to sub-let which will be your liability. You must provide us with a copy of the relevant sections of your head lease so that we can attach a copy of this to the occupancy agreement as terms cannot be imposed on the Tenant at a later stage.

**7.8** You will be liable for tax on rental income and you must inform HM Revenue and Customs that you are letting the Property. There are a number of allowances that you can claim against the rental income. You should seek advice on these allowances from accountant or from the HMRC website which can be accessed at [www.hmrc.gov.uk](http://www.hmrc.gov.uk). For tax purposes you must keep all your invoices for six years. There are special rules relating to the deduction to tax if you are resident overseas. You will need to provide us with Non Resident Landlord approval from HMRC for us to pay you rent in the gross amount. If we do not have this, we will be obliged to deduct tax at the basic rate. You should also be aware that we forward a form to HMRC annually detailing all landlords whose property we have let, regardless of the country of residence of that landlord.

**7.9** When you instruct us, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you. In particular, you agree that we may pass your information on to the Authorised Scheme. You agree that the Authorised Scheme may contact you from time to time to participate in surveys. If at any time you want to opt out of this, you should write to the Authorised Scheme.

**7.10.** It is the Landlords obligation to notify Humphrey & Brand LLP, in writing, of any change to their contact details including; telephone numbers, postal and email addresses. Humphrey & Brand LLP cannot be held liable for loss of information where the Landlord has not notified us of any changes to the information we hold.

## **7.11 SERVICE INFORMATION**

We trade as a Limited Liability Partnership registered at Companies Houses (Reg. No: OC340888) Our VAT number is: 971069408 We are members of the dispute and



redress scheme operated by the Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) and subscribe to the Code of Practice for Lettings Agents prepared by that organisation.

We are licensed members of the ARLA Propertymark and have client money protection through that organisation.

## 8. RENEWALS

You will become liable for a renewal commission at the same percentages as for the initial instruction (as set out above)

### When dealing with the renewal or extension of a letting we will:

**8.1** Advise you if a rent increase is possible or desirable in our opinion depending on market conditions at the time.

**8.2** Following your instructions, endeavour to negotiate terms with the Tenant.

**8.3** Prepare and issue an extension agreement for signature by both parties.

**8.4** Try to ensure that both parties sign the extension agreement by the start date. However, if the Tenant doesn't sign, the tenancy will continue as a statutory periodic tenancy until either party gives the other notice in writing.

**8.5** Complete the extension documents once we have received signed versions. This involves us dating the documents and sending you the version that has been signed by the tenant and the tenant the version that you have signed.

## 9. TERMINATION

Either party may terminate the Engagement Contract in writing in any one of the following instances:

**(A)** Upon the Tenant's lawful vacation of the Property.

**(B)** Breach of the Engagement Contract by the other where 30 days written notice has been given and the breach has not been remedied.

**(C)** Either party carries out or threatens to carry out any form of unlawful discrimination.

## 10. COMPLAINTS HANDLING

If for any reason you are unhappy with the service that you have received from us and you are not able to resolve this directly with the member of staff that is dealing with your matter, you should put details of your complaints in writing and send this to Alice Creighton, Client Manager at 17 Claremont Road, Surbiton, Surrey, KT6 4QR. We will acknowledge your complaint within 3 working days and thereafter a proper investigation will be undertaken. Following our investigation, we will send you details of the outcome within 15 working days.

If you remain dissatisfied, you can further pursue your complaint with us by writing to Lisa Brand, Partner, at 17 Claremont Road, Surbiton, Surrey KT6 4QR who will undertake a detached review of the complaint. We will provide you with details of this review within 15 working days. This letter will set out how the matter can be referred to The Property Ombudsman.

## 11. CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

If you sign the Confirmation of Instruction away from our offices, you have the right to cancel the Engagement Contract within 14 days without giving any reason. To exercise this right to cancel, you must inform us of your decision to cancel in writing and send it to us by post, fax or email. You may use the cancellation form provided with these Terms and Conditions, but it is not obligatory to do so. 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. We are not entitled to charge you for work completed before your cancellation unless you have specifically instructed us to start work during that period and have agreed to pay us for the work completed up until your cancellation in the event you do decide to exercise your cancellation rights at a later stage. As a result, we will not begin providing you with the service set out in the Engagement Contract unless you request that we do so in writing and confirm that you will pay the proportionate costs incurred if you then go on to exercise your right to cancel. You may do so by signing the relevant section in the Confirmation of Instruction.

## CONFIRMATION OF INSTRUCTIONS

I hereby appoint Humphrey and Brand Residential LLP to place the below property on the market subject to the terms and conditions set out on pages 1 – 11 which we confirm we have read and agree to. I authorise Humphrey and Brand Residential LLP to take all steps necessary for the purposes of providing:

**Non Managed Service:**     % inclusive of VAT  
Address of the property

**Fully Managed Service:**     % inclusive of VAT  
Address of the property

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require one proof of identity and one proof of address which can be selected from the following:

**Proof of Identity:** Passport, National Identity Card, Full Driving Licence

Proof of Address: Recent Council tax bill, utility bill, mortgage statement, bank/credit card statement

I/we enclose the following documents to comply with the Money Laundering Regulations 2003:

I acknowledge that, if the Property is subject to a lease or mortgage, it is my responsibility to obtain permission from the landlord or mortgage provider to let the Property.

I acknowledge that Humphrey and Brand Residential LLP has made me aware of all legal obligations regarding the statutory Gas Certificate, which is required by law to be in place for the entire duration of all tenancies.

I acknowledge that Humphrey and Brand Residential LLP has made me aware of all legal obligations regarding the statutory Electrical Installation Gas Certificate, which is required by law to be in place for the entire duration of all tenancies.

I acknowledge that Humphrey and Brand Residential LLP has made me aware of all legal obligations regarding the Energy Performance Certificate which is required by law to be in place

I confirm that for the duration of the tenancy I will be resident in the UK in the UK. I also declare that should my status change, I will notify Humphrey and Brand Residential LLP immediately.

I will ensure that all safety regulations are met (please see attached Safety Regulation Checklist) and provide Humphrey and Brand Residential LLP with documentary evidence. I will notify my insurance company of the intention to let the Property and will maintain the insurance and obtain any additional insurance cover that might be necessary. I authorise Humphrey and Brand Residential LLP to erect a 'To Let' board advertising the Property.

I agree that no alterations to these Terms and Conditions will be accepted unless agreed and confirmed in writing. If I am not the sole owner of the Property, I confirm that I am authorised to sign this agreement on behalf of all owners. I guarantee that all the information I have provided is accurate and complete to the best of my knowledge and belief. I agree to inform you immediately if it comes to my attention that any information given is wrong at any stage. I agree to indemnify you for all costs and expenses incurred as a result of incorrect information given by me.

I confirm that there are no major repairs, construction or maintenance work; any planning or any other fact or condition of which I am aware due to be carried out to the Property or any adjoining property or the local area which may affect the letting of the Property except as noted below:

**You have read these terms and conditions and accept that in signing this document you are legally bound by its contents:**

**Signed:**

**Full Name:**

**Date:**



Google

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