

Default Landlord / Agency Terms & Conditions of Business, Fees & Expenses For Letting & Management

These default terms and conditions supersede any previous agreements, written and/or oral, made between Promptmove and the Landlord and will constitute the entire agreement between the Landlord and Promptmove; no waiver, alteration, notification or addition to these term and conditions shall be binding upon Promptmove unless made in writing and signed by a manager of Promptmove.

Agency: Promptmove

Letting: Once agreed and instructed, Promptmove will:

- Conduct a rental valuation of the property
- Advise the Landlord on any repairs and refurbishment required before letting the property.
- Take photos and market the property nationwide through the UK's leading online property portals, i.e. Rightmove and Zoopla
- Carry out viewings and due referencing, as well as prepare all the necessary tenancy documents.
- Arrange for an EPC, Smoke Alarms and safety checks on gas and electrical appliances, if needed.
- Deal with the security deposit according to the deposit scheme's guidelines.
- Carry out an inventory and transfer Council Tax and utility bills (where applicable) onto the new tenant's name.
- Deal with the matters according to a package chosen from the list below

Letting & Management Packages & Fees: Summary of Services and Fees

PACKAGES	MONTHLY FEE	NATIONWIDE MARKETING	VEIWINGS & TENANCY SET UP	INVENTORY, CHECK OUT & BILLS TRANSFER	MANAGEMENT	PROPERTY VISITS	GUARANTEED RENT	UP TO £40 / M FREE MAINTENANCE COST
PLATINUM	14%*	✓	✓	✓	✓	✓	✓	✓
GOLD	10%*	✓	✓	✓	✓	✓	✓	✗
SILVER	8%	✓	✓	✓	✓	✓	✗	✗
BRONZE	7%	✓	✓	✓	✓	✗	✗	✗
TENANT FIND	1 Month's Fee	✓	✓	✓	✗	✗	✗	✗
DO IT YOURSELF	£250 one off	✓	✗	✗	✗	✗	✗	✗

Tenancy Set Up Fee: £300 for carrying out Property Appraisal, professional photos, nationwide marketing, managing remedial works & furnishing, arranging legally required certificates, viewings, deal negotiation, referencing, tenancy Documentation, photo inventory, bills transfer and checkout.

Optional:

VAT: All fees excluded VAT

Video Inventory / Video Inspection: £50

Additional Inspections: £50

Tenancy Renewal Fee: £100

Rent Guarantee Insurance Premium: £150/year

Energy performance Certificate: £50

Annual Legal Cover: £50

Gas Safety Certificate (Basic): £50

Smoke Alarms x 2: £40

Same Day Rent Transfer: £25

Professional Photos & Floor Plan: Up to 3 Bed property £75 and from 3-6 Bed property: £115

***Platinum & Gold Packages** includes a payment plan of maximum 3 instalments for any works carried out for £300 -£1,500 during management on an additional fee. Rent is guaranteed for the duration of the concerned tenants' occupancy only and excludes legal or any other related costs.

1. General Conditions:

1.01) Sole Agency – To let, Promptmove is appointed as a sole agent for a period of eight weeks from the date these Terms and Conditions are agreed to unless agreed otherwise in writing from the landlord. The Sole Agency will continue after this period unless terminated by either party giving fourteen days written notice. During the period of Sole Agency and notice

period, the Landlord will not instruct any other agent to let the Property to market the property to rent. If another agent is instructed during this period, the Landlord may incur liability for two sets of fees.

1.02) Marketing at the End of the Tenancy – By appointing Promptmove the Landlord agrees that during the last two months of the Tenancy Promptmove will be the Sole Agent for re-letting the Property. The Landlord can / cannot instruct any other agent during this period.

1.03) Abortive Costs - If Promptmove agree the basic terms of a Tenancy with the Landlord and Promptmove are instructed to proceed with the formalities, to prepare and agree the documentation, apply for the relevant references etc., should the Landlord withdraw from the transaction, then the Landlord will be liable for Promptmove's abortive fee of £470.00 plus VAT (£564.00 including VAT). The Landlord shall not be responsible for the abortive fee if the references on the proposed Tenant prove to be unsuitable; or if the Tenant withdraws from the transaction prior to completion.

1.04) Outstanding Fees - The Landlord agrees that, where Promptmove's Fees, Commission charges and/or renewal Commission charges remain outstanding for more than seven days, Promptmove may use any sums obtained or held on the Landlord's behalf to pay the outstanding sums, including Rent payments on this or any other Property on which Promptmove is instructed; or from sums that a former Tenant has agreed should be deducted from the deposit to compensate the Landlord.

1.05) Interest - Promptmove's fees are payable immediately they fall due. Promptmove reserves the right to charge interest on any amounts outstanding 28 days after the fees are first due. Interest will be charged from the date the fees became due at the annual rate of 2% above HSBC bank's base rate from time to time.

1.06) VAT - All Promptmove's Commission Fees and any other charges are subject to VAT at the prevailing rate.

1.07) Contractors – While all reasonable steps will be taken to procure the services of competent contractors, Promptmove do not accept any liability whatsoever for any loss or damage of any kind caused by those contractors howsoever it arises unless it is due to Promptmove's negligence or breach of contract. Promptmove instruct as agent of the Landlord therefore the Landlord is liable to pay all costs arising.

1.08) Disclaimer - Promptmove will carry out all services with reasonable care and skill. However, Promptmove are unable to guarantee the suitability of a Tenant, timely Rent payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.

1.09) Jurisdiction and Service - This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

1.10) Memberships - Promptmove is a member of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and the registration number is D03246.

Promptmove is members of The Dispute Service and Safe Agents and subscribe to the codes of conduct of these organisations.

1.11) Acts of Third Parties – Promptmove will not be responsible for any loss or damage that suffered by the Landlord through the act, default or negligence of any third party which may arise other than through the negligence, omission or failure of Promptmove or their employees. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with these Terms of Business against any individual director, partner, consultant, employee or agent of Promptmove even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Promptmove for the acts or omissions of any of their directors, partners, consultants, employees or agents.

1.12) Termination - Promptmove's appointment is on a Sole Agency basis and for minimum of three years for each tenancy and shall thereafter be subject to 2 months written notice to terminate on either side. A fee of equivalent of 1 month's rent will be applicable if the Landlord wished to take over the management of the property. Either party has the right to terminate the agreement between you and us in writing:

A) if one party breaks any important term or condition of these Terms and Conditions during a Tenancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied; **B)** if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Promptmove to continue to perform our

obligations under this Agreement; **C)** either party carries out or suggests that the other should carry out any form of unlawful discrimination.

If Promptmove terminates for any reason the Landlord will remain liable for Commission at the Letting and Rent Collection Service percentage as described in the selected package and for any fees or costs incurred by Promptmove on the Landlord's behalf in transferring obligations to the Landlord or to someone nominated by him.

1.13) Amendments – Promptmove may change or add to these Terms and Conditions (except in relation to the level of any Fees due under them) for legal, regulatory or operational reasons. We will notify you if any such change will affect the service that we offer.

1.14) Complaints Procedure - If you are dissatisfied with Promptmove's service or handling of a transaction, and you are unable to resolve this with the member of staff involved, please report the matter to the Manager/Director of the Promptmove in writing. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days.

If you are not entirely satisfied with the resolution, we ask that you contact our Customer Service Officer on +44 (0)1582 611040 so they can work with you to resolve the situation. Alternatively, you can email us on info@promptmove.co.uk or write to us with your concerns/comments at: Promptmove, 243B Dunstable Road, Luton LU4 8BW. Following the Customer Service Officer's investigation, a written statement expressing Promptmove's final view will be sent to you and will include any offer made.

This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

1.15) Joint and Several Liability: Where the Landlord comprises two or more persons, the liability of each such person, and each person shown at the Land Registry as a joint owner of the Property, legally acting as an executor or through Power of Attorney is joint and several.

1.16) Consumer Protection from Unfair Trading Regulations 2008 - Promptmove and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and Promptmove must not give a potential tenant the wrong impression about the Property to be let. The details of the Property will not be sent to any prospective Tenant until the Landlord has confirmed that the content is accurate and that all fixtures and fittings included with the Property are in full working order. If that is incorrect the Landlord must inform Promptmove in writing. If during the marketing of the Property, the approved particulars become incorrect the Landlord must notify Promptmove immediately in writing. Prior to marketing the Landlord should disclose to Promptmove any material information that might affect a prospective Tenant's decision to rent, including details of any restrictive covenants, known proposed developments, planning applications or permissions in the immediate vicinity of the Property that might affect the enjoyment of the Property, or any maintenance or major repairs to be carried out the Property or to the building of which the Property forms part. Failure to do so could lead to a claim being made against the Landlord. Promptmove in turn are required under the above Regulations to disclose this information to interested parties.

1.17) Assignment – Promptmove reserve the right to assign our rights and or obligations under this Agreement upon giving the Landlord two months' written notice.

1.18) Deregulation Act 2015 - Since October 1, 2015 the Deregulation Act 2015 applies which states that if the Tenant has complained in writing of a lack of repair and has not received an adequate response in writing; or more importantly a complaint has been made to the environmental health officer of the local authority and an Improvement Order served on the Landlord to repair a section 21 Notice will not be valid for six months. The work specified in the Order must also be completed. If Promptmove manage the Property we will endeavour to carry out all repairs and maintenance provided we are in receipt of sufficient cleared funds. However, if we carry out a Lettings Service Only or a Rent Collection Service, it will be the responsibility of the Landlord to ensure the Property is kept in repair and order. Promptmove have no liability if the Landlord fails to do so and a Section 21 Notice is invalid.

1.19) Registering Owners' Contact Address - There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining large mortgage on the property or selling it. To help prevent such instances arising the Land Registry have introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an e mail address and an address abroad. We strongly advise all owners of properties that are being let to complete form COG1 giving such information. Further information can be obtained from the website which can be accessed on www.gov.uk/government/organisations/land-registry which provides guidance notes and access to the relevant form.

1.20) Notice of Right to Cancel - You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed.

Notice of Cancellation must be in writing to Promptmove, 243B Dunstable Road, Luton LU4 8BW or by email to info@promptmove.co.uk.

If, having authorised any action involved with marketing your Property (e.g. the acceptance of viewings), within the cancellation period you may be required to pay our Commission fees if an applicant introduced to your Property by Promptmove results in a Tenancy, prior to your serving a Notice of Cancellation.

1.21) Green Policy – Promptmove is committed to a green policy and endeavours to operate a paperless business. If a Landlord requires documents and/or communications to be sent other than by email or electronic communication Promptmove may charge an additional fee of £5.00 plus VAT.

1.22) The Tenant Fees Act 2019 -Where a Holding Deposit has been taken from a prospective tenant by the agent, and the deposit is withheld for a legally permissible reason, the Holding Deposit will be retained by the agent.

At the end of a Tenancy, The Agent shall be entitled to deduct from any deposit that may be paid by a tenant of the Landlord Property any fees or other monies properly due and payable by the said tenant to the Agent.

1.23) The Gas Safety (Installation and Use) Regulations 1998 - In accordance with these Regulations, the Landlord is legally obliged to have all gas equipment flues, pipe-work and meters safety checked by a Gas Safe registered engineer before the start of the Tenancy and annually thereafter. A copy of the Safety Certificate must be given to the Tenant before he or she moves in and after each subsequent annual inspection. The Regulations also stipulate that any work, maintenance or repair carried out to gas appliances, flues, meters and pipe-work must be done by Gas Safe Register engineers. If Promptmove is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a Gas Safe Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. If Promptmove is not managing the Property, arrangements for the renewal of the gas safety certificate must be made by the Landlord on an annual basis with a qualified gas engineer. It is a criminal offence not to hold a current gas safety certificate. Promptmove has no liability if the Landlord is in breach of the Regulations. If the Tenant is not in receipt of a current Gas Safety certificate, then a valid Section 21 Notice to obtain possession cannot be served. If Promptmove does not manage the Property we have no liability for such an omission.

1.24) Energy Performance Certificate (EPC) – Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 from 1 October 2008 it is a legal requirement to provide any prospective applicant for a Tenancy of the Landlord's Property with an Energy Performance Certificate carried out by a qualified Domestic Energy Assessor. Failure to supply one is a criminal offence punishable by a fine. Promptmove must provide any prospective applicant with an EPC when Promptmove provides them with written details of the Landlord's Property or when they first view it, whichever occurs first. If the Landlord already has an EPC (for example because the Landlord has recently purchased the Property) the Landlord should supply Promptmove with a copy. Otherwise it will be necessary to order one. Promptmove can arrange for an EPC to be carried out on your behalf in order to avoid any delays letting your Property. Alternatively, the Landlord may source an EPC themselves. The Landlord should note that Promptmove is unable to market the Landlord's Property until Promptmove has an EPC. A valid Section 21 Notice cannot be served unless the Tenant is in receipt of an EPC. Promptmove have no liability if the Property is not managed and the Tenant alleges an EPC has not been served.

The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 outline that private sector landlords must not grant a new tenancy of a property (including an extension or renewal) they let after 1 April 2018 and must not continue to let the property (on an existing tenancy) after 1 April 2020, where the Energy Performance Certificate (EPC) is below the minimum level of energy efficiency for private rented properties of band E, unless an exemption applies or the landlord has made all the relevant energy efficiency improvements. The Landlord should note that Promptmove is unable to market the Landlord's Property until Promptmove has an EPC with a valid rating. Where a Landlord is renewing or extending an existing Tenancy, and the Property is not managed, Promptmove have no liability if the Landlord has not met your obligations under this legislation.

1.25) Smoke Alarms & Smoke and Carbon Monoxide Alarm (England) Regulations 2015 - All new homes (built after June 1992) and Houses in Multiple Occupation must be fitted with mains operated smoke detectors with a battery backup. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 state Landlords must fit a smoke alarm on every storey of a Property where there is a room used wholly or partly as living accommodation; this includes bathrooms, lavatories, halls or landings. Landlords will also have to put a carbon monoxide alarm in any room where there is a solid fuel appliance, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG although it is prudent of a Landlord to fit a detector. Landlords are also required to ensure that each alarm is in proper working order on the day each new Tenancy commences. Promptmove has no liability if the Landlord is in breach of the Regulations.

1.26) Fittings and Equipment - The Landlord must ensure that all equipment, electrical or otherwise provided with the Property is fully operational and recently serviced prior to the commencement of a Tenancy; and provide copies of instruction manuals, guarantees and maintenance contracts in the Property prior to the start of the Tenancy. In addition, the Landlord should provide written instructions for the maintenance of special surfaces to prevent damage. The Landlord warrants that the

above statement is correct prior to the making of any Tenancy Agreement with respect to which Promptmove provides any of the above services.

1.27) The Furniture & Furnishings (Fire) (Safety) Regulations 1988 amended 1993 - The Landlord warrants that all upholstered furniture supplied conforms to current fire safety regulations and will indemnify Promptmove against any breach. Failure to comply with these regulations could result in a Landlord being responsible to a fine of up to £5,000.00 or six months imprisonment, or both.

1.28) The Electrical Equipment (Safety) Regulations 1994 - These regulations require that all Landlords supplying electrical equipment must ensure that they are safe have the "CE" mark" and a moulded plug; will not cause danger and that they satisfy the safety requirements of the 1994 Regulations. The Landlord warrants that this statement is correct prior to the making of any Tenancy Agreement with respect to which Promptmove provides any of the above services. Promptmove can arrange for Properties to be checked at the commencement of each Tenancy. This check will test all fitted alarms, with batteries replaced if necessary. Any fitting of alarms will incur additional charges.

1.29) Legionnaires' Disease - In order to comply with the Health and Safety Executive's Code of Practice Landlords are strongly advised to carry out a risk assessment at the Property prior to letting especially if there are open water tanks, cooling systems, a hot tub, or a swimming pool. Promptmove requests that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business, the Landlord acknowledges responsibility for the safety of the Tenant at the Property and confirms all risks regarding Legionnaires Disease have been considered and an assessment carried out.

1.30) Houses in Multiple Occupation (HMO) – If letting the Property to 4 or more occupiers who do not form one household, the property will become a House in Multiple Occupation (HMO). This may require the Property to be licensed. The criteria for HMO licensing varies between local authorities and The Landlord is responsible for checking the status of the Property with the relevant Local Authority before proceeding with a Tenancy. Promptmove are unable to apply for HMO licences on behalf of the Landlord, and it is the Landlord's responsibility to ensure compliance with the relevant legislation and the subsequent terms of their HMO licence. The Landlord may also require planning consent for a change of use, to a HMO, in advance of the letting commencing. It is the Landlord's responsibility to investigate whether consent is required, and to obtain such consent from the local planning authority. Promptmove will not be responsible for any consequences of the Landlord's failure to obtain planning consent. The Landlord agrees to compensate Promptmove for any loss or damage it might suffer due to the Landlord's failure to obtain the proper planning consent.

1.31) Selective (Landlord) Licence: The Landlord is responsible for a Landlord's Licence whenever and wherever applicable.

1.32) Change of Ownership - In the event of a Property being sold or passed on with the benefit of a Tenancy, Promptmove's Fees will remain due and payable by the original Landlord for the duration of the Tenancy and for any extensions, renewals or period of holding over thereof, regardless of whether negotiations have been carried out by Promptmove.

1.33) Purchases by Party Introduced by Promptmove- In the event that a party directly or indirectly introduced by Promptmove purchases the Property (either after entering into a Tenancy agreement or otherwise), Promptmove will be entitled to Commission at 1.5% plus VAT (1.8% including VAT), of the negotiated purchase price. The fee is payable upon completion, whether or not negotiations have been carried out by Promptmove.

1.34) Rent Remittances – Promptmove will make every effort to ensure that Rent received is paid over within 28 working days of the funds being cleared in Promptmove's bank account. Unless agreed otherwise, all Landlord's payments are made through the Bank Automation Clearing System (BACS) which should reduce the bank clearing time to 3 working days. However, Promptmove is unable to guarantee payment within these times since delays may occur due to circumstances beyond Promptmove's control. The Landlord undertakes to return any payments made to you in error. The Landlord should arrange a bank facility to cover void periods, change in rent payment dates or default by a Tenant.

1.35) Instruction of Solicitors - The Landlord will be informed of any Rent arrears or breaches of covenant brought to Promptmove's attention. However, if legal action is required the Landlord will be responsible for instructing their own solicitor and for all fees arising. Promptmove's fee for attending court at the Landlord's request is £250.00 plus VAT (£300.00 including VAT) per visit.

1.36) Landlord and Tenant Act 1987 - Promptmove is obliged to include the Landlord's full name and address on all Rent demands. If the Landlord's address is outside England and Wales, then Promptmove must provide the Tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on the Landlord.

1.37) Mortgages - If the Property is subject to a mortgage, the Landlord is obliged to obtain the mortgage company's consent to the letting. Promptmove requires the Landlord to confirm that they have obtained the mortgagee's permission in writing and the Landlord warrants that no such permission is required if confirmation in writing of the same is not provided to Promptmove within 14 days of any Tenancy Agreement with respect to which Promptmove provides any of the above Services.

1.38) Superior Lease - If the Property is subject to a superior lease, the Landlord is obliged to obtain the superior Landlord's consent to the letting. Promptmove requires the Landlord to confirm that they have obtained the superior Landlord's permission in writing and the Landlord warrants that no such permission is required if confirmation in writing of the same is not provided

to Promptmove within 14 days of any Tenancy Agreement with respect to which Promptmove provides any of the above Services. The Landlord should provide Promptmove with a copy of the relevant sections of the Head Lease to attach to the Tenancy Agreement ensuring compliance by the Tenant with all the conditions of that document.

1.39) Insurance - The Landlord is responsible for the insurance of the building and your own contents during the Tenancy including third party cover. The Landlord must advise your insurance company in writing that the Property is let to ensure that you are still covered for all the usual risks. Promptmove can arrange all the concerned certificates, reports, insurance, legal and other covers on additional costs, if needed.

1.40) Taxation – The Landlord will be liable to declare the income for tax assessment arising from letting the Property and informing Her Majesty's Revenue and Customs ("HMRC") that you are letting the Property. There are a number of allowances that can be claimed against this income. The Landlord should seek advice on these allowances from his accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. The Landlord must also keep all invoices for six years for tax purposes. You should be Promptmove forward a form to the HMRC annually detailing all Landlords whose Property has been let and the rental income received, regardless of the country of residence of that landlord.

Landlords Resident outside the UK – The Non-resident Landlords Scheme is operated by HMRC and is a scheme for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any Rent collected. The Landlord is considered to be non-resident if the Landlord's usual place of abode is outside the UK, or the Landlord is absent from the UK for a period of more than six months in any financial year (April 6th to April 5th in the following year). The Landlord can apply to HMRC for approval to receive Rent with no tax deducted. If the Landlord's application is successful then once Promptmove has received written confirmation of the exemption in the form of an NRL8 letter, Promptmove will pay the Landlord the Rent without deducting tax. Even though the Rent may be paid of the Landlord with no tax deducted, it remains liable to UK tax and the Landlord must include it on your tax return. Where Promptmove does not deduct tax which should have been deducted under the scheme Promptmove is entitled to recover this money from the Landlord at a later date, along with any other costs that are imposed on Promptmove by HMRC as a consequence.

1.41) Sub-Agent – Promptmove may, at its discretion, sub instruct the Landlord's Property to other selected estate agents, lettings agents or intermediaries when Promptmove consider this may assist in introducing a potential tenant to the Property. This will not incur any extra costs to the Landlord and all viewings and negotiations will be co-ordinated through Promptmove.

1.42) Services to and Fees paid by the Tenant - Promptmove may offer to arrange insurance, banking and other financial services, mortgages, removal services and estate agency and other related services for the prospective Tenant and shall be entitled to receive commission in respect of any such services arranged. The Landlord shall not be entitled to any reduction in the fees the Landlord is obliged to pay as a result.

1.43) Landlord's Covenants - **The Landlord is responsible for procuring performance of all the Landlord's covenants and other obligations and liabilities under the Tenancy Agreement and applicable by law.**

1.44) Liability: Promptmove's function does not include the supervision of the property when it is not let. Promptmove's maximum liability in any case is limited to its management fee of maximum six months only.

1.45) Rent Guarantee (Platinum & Gold Packages) – Promptmove guarantees the rent for the duration of the tenant's occupancy.

1. Management:

2.0) Repairs: The Agency will endeavour to inform the Landlord about any complaints received from the tenants requiring any remedial work and will try to resolve it through its contractors straightaway. However, if the Landlord wants to get the work done through his or her own sources, he or she will ensure to rectify the issue on as soon as possible basis. The Landlord agrees to authorise the agency to deal with emergency matters on urgent basis without informing him or her first.

2.01) Housing Benefit: Where the rent is paid by Housing Benefit, the Agency will endeavour to ensure that monies paid to the Landlord will not be recovered. However, should the Housing Benefit Department requests repayment of any overpayment the Landlord must return the overpayment to the Agency immediately.

2.02) Rent Arrears: Tenants hold their rent for many reasons which is surely a breach of their tenancy contract. The Agency will inform the Landlord of any rent arrears within 30 days of rent due date and/or breaches of covenant on as soon as administratively possible.

2.03) Bank Transfers: Although, Promptmove strives to pay monthly rents to its landlord clients on time every time, it strongly advises the Landlord to keep enough funds in his/her bank account to keep up his/her monthly payments and to avoid any penalties and adverse credit history etc. The agency doesn't take any responsibility in this regard.

2.04) Legal Matters: Being a letting & management agency, Promptmove cannot give legal advice. If it is necessary for a legal action to be taken, the Landlord will be responsible for instructing his/her own legal representative if and when needed. The Agency will provide necessary assistance related to a concerned tenancy, however, its paralegal services are available on additional cost.

2.05) Property Visits: Promptmove will carry out an initial visit to the property during the first six months of the tenancy and then visits will take place at approximately nine-monthly intervals thereafter, provided the tenant grants access. If the tenant fails to grant access Promptmove will inform the landlord who should take legal advice and inform Promptmove of any action to be taken. Additional visits incur charges of £75.00 plus VAT for each visit. A visit to the property is to investigate defects which come to Promptmove's notice, or brought to Promptmove's attention by the tenant. It should be appreciated that any such visits and assessments would be of cursory nature and would only embrace obvious defects. A structural or other survey by a qualified body can be arranged subject to an additional fee. Promptmove does not accept any responsibility for latent or hidden defects or failure to notice anything concealed from Promptmove's representatives. Any written or other report is prepared solely for the landlord's benefit and is not a warranty as to the state or condition of the property.

2.06) Change of Landlord Details: Promptmove must be notified in writing immediately in case of any change the Landlord's details.

2.07) GDPR: The landlord (s) gives his/her consent to Promptmove to share his/her information with the concerned organisations, Promptmove's IT/software services partners, councils and utilities suppliers as well as to use for marketing purposes.

3.The Tenancy Deposit

3.01) Promptmove is a member of The Tenancy Deposit Scheme (TDS), which is administered by The Dispute Service Ltd, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG. T: 0845 226 7837 / F: 01494 431 123 Email: deposits@tds.gb.com.

3.02) If Promptmove is instructed by the Landlord to hold the deposit, Promptmove shall do so under the terms of The Tenancy Deposit Scheme (TDS). We will only hold the deposit where a professional inventory has been conducted.

3.03) Promptmove holds Tenancy deposits as stakeholder (if not already specified within the Tenancy agreement).

3.04) At the End of Tenancy Covered by the Tenancy Deposit Scheme (TDS)

3.05) If there is no dispute, Promptmove will keep any amounts agreed as deductions (where expenditure has been incurred on behalf of the Landlord) or repay the whole or the balance of the deposit according to the conditions of the Tenancy agreement with the Landlord and the Tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

3.06) If, after 10 working days (these timescales can be changed by agreement with the Tenant in individual cases or by the contract used as standard by Promptmove) following notification of a dispute to Promptmove and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit it will, subject to 3.07 below, be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

3.07) When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Tenancy Deposit Scheme (TDS) from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

3.08) The statutory rights of either the Landlord or the Tenant to take legal action against the other party remain unaffected.

3.09) It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

3.10) If there is a dispute Promptmove must remit to The Tenancy Deposit Scheme (TDS) the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not the Landlord or Promptmove wants to contest it. Failure to do so will not delay the

adjudication but The Tenancy Deposit Scheme (TDS) will take appropriate action to recover the deposit and discipline Promptmove.

3.11) Promptmove must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute.

3.12) Incorrect Information - The Landlord warrants that all the information he/she has provided to Promptmove is correct to the best of his/her knowledge and belief. In the event that the Landlord provides incorrect information to Promptmove which causes Promptmove to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate Promptmove for all losses suffered.

3.13) Where the Landlord Holds the Deposit Outside of The Dispute Service - If the Landlord decides to hold the deposit and the Tenancy is an Assured Shorthold Tenancy the Landlord must specify to Promptmove within 14 days prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the deposit is covered by Tenancy Deposit Solutions the Landlord must provide proof of membership, together with a copy of the insurance policy before the deposit can be released. If the deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme, then Promptmove will forward the Landlord a cheque for the amount of the deposit made payable to the Deposit Protection Scheme for then Landlord to forward within 9 days.

3.14) Promptmove's Fee - All tenancies for which Promptmove holds the security deposit as a 'Stakeholder' are included within The Tenancy Deposit Scheme (TDS) and for this we make a small administrative charge of £20 plus VAT. This charge is also applicable on all renewals or extensions whilst Promptmove still retains the deposit.

3.15) Adjudication - The adjudication system offered by the TDS works entirely on the basis of papers submitted to the adjudicator. Therefore, it will be necessary to have a good quality inventory and Property invoices and estimates to support any claim. Claims that do not have these are unlikely to be entertained by the TDS.

Authority & Confirmation:

The landlord confirms that the information he/she has provided is true and to the best of their knowledge and he/she has authorised Promptmove to let the above mentioned property and also that he/she is the sole or joint owner (or an authorised person) of the property and has the right to let out the property under the terms of the mortgage Terms & conditions or head lease. By signing the document below, the landlord agrees to let Promptmove share their details with their relevant IT support providers, software developers, insurance & utility companies and other service providers who may pay referral fee to Promptmove. The Landlord further agrees that he/she/they approve any tenants Promptmove lets his/her property to unless given in writing before a start of the tenancy.