

TRANS MISSION HOUSE

By O'Connor Bowden

This is Manchester
We do things differently here. . .

LOVE MANCHESTER.
#wewereManchester

...AND ON THE SIXTH DAY, GOD CREATED MANCHESTER.

O'Connor Bowden

Manchester City Centre

Manchester
northern
vinyl
comedy
northern
comedy
northern
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comedy
northern
comedy

TERMS OF BUSINESS

Ownership Details

Owner 1

Name:

Address:

Email:

Daytime contact number:

Mobile number:

Owner 2

Name:

Address:

Email:

Daytime contact number:

Mobile number:

NOTE: Full names must be supplied. If the property is jointly owned, both names must appear on this form and on the Tenancy Agreement. If the property is Company owned, the Company's full name, registered office and registered number must appear on this form and on the Tenancy Agreement. (if a trading name, please state proprietors or all partner(s) name(s)).

Payment Details

Landlord's Bank Details

Bank / Building Society

Account name

Account Sort Code

Account Number

Instruction

1. Instruction and Offers

- 1.1 The Landlord instructs the agent as Sole Agent to market the Property at the agreed price. The Landlord will be informed by email, phone or letter of any interest or offers. If the Landlord is not contactable and the offer is at the asking price, the offer will be agreed on the Landlord's behalf.

2. Joint Agents

- 2.1 The Landlord takes responsibility to keep the Agent informed of any offers received from the Joint Agent. Please be aware that we require a set of keys to market your Property.

Property Information

Property Address:

Post code:

Full Management

Let only

Rent Collection Only

Furnished

Part-furnished

Unfurnished

Alarm codes:

Access codes:

Parking:

Yes No

If yes, please give details of permits, passes etc.

Is the property tenanted? Yes No

If yes, please give contact details

Utilities

Gas Supplier:

Electricity Supplier:

Council Tax Band:

Are water rates included in your service charge? Yes No

Building management company

Name:

Address:

Post Code:

Contact number:

3. Appointment of Agent

3.1 The Landlord authorises the Agent to enter into tenancy agreements with Tenant in respect of the Property on the Landlord's behalf and to execute such agreements as the authorised agent of the Landlord.

Services Required:	Let Only	<input type="radio"/>	£550 plus VAT
	Full Management	<input type="radio"/>	£295 plus VAT plus 8% management plus VAT
	Rent Collection Only	<input type="radio"/>	10% management plus VAT

Statements to be sent monthly:

By Email	<input type="radio"/>
By Post	<input type="radio"/>
As Rent Is paid	<input type="radio"/>

4. Management Charges

- 4.1 Upon the signing of a Tenancy Agreement with a Tenant the Owner will pay to OCB a letting fee in the sum of £295.00 plus VAT, at the UK prevailing rate, currently, 20%. Thereafter, OCB will take a management fee equal to 8% plus VAT of the rents collected on a monthly basis.
- 4.2 Our Management Fee is payable as the rent is paid. Our Fee is subject to a minimum fee of £50 plus VAT per month and our appointment is subject to three (3) months' notice to cease management by either side; if the property is on a periodic tenancy.
- 4.3 Wherever notice has not been served and OCB re-lets the property and thereafter the owner terminates or serves Notice to expire during the term of the re-let, OCB will be entitled to commission as per the Agreement for the period of the Tenancy Agreement in place at the time.
- 4.4 OCB will take all fees from the first month's rental and upon move-in.
- 4.5 If you require a Let Only Service, our fees are £550 plus VAT, at the UK prevailing rate, currently 20%. OCB will take their fees from the first month's rental and upon move-in.

5 Collection of Keys and Management

- 5.1 We will visit the property upon your instruction;
- 5.2 Advise you as to the rent at which we believe the Property should be marketed;
- 5.3 Provide any recommendations we may have as to how best to present the Property together with information regarding relevant legislation;
- 5.4 If a new build apartment, OCB will arrange for a member of staff, upon completion of the property, to attend at the property for the hand-over of the apartment from the Developer, collect the keys and complete a snagging list which, in the case, of any works to be done to the apartment, will arrange for the same to be rectified and will report accordingly to the Owner. We can arrange a Snagging Report at a cost of £95 plus VAT. A full report with pictures will be produced.

6. Collection of Management Fees

- 6.1 In all cases OCB must be instructed to collect the rent and our fees will be deducted from the rent paid in accordance with (4) above.
- 6.2 OCB will make reasonable steps to ensure that rent is paid on time. In the event of persistent late or non-payment OCB will notify you within fourteen (14) days of the non-payment by e-mail, telephone or post and offer advice towards legal steps for the recovery of any rent outstanding and, in extreme cases, for repossession of the Property.
- 6.3 OCB will use all reasonable endeavours to transfer any monies properly due to you to your Bank Account within twenty-one (21) working days of the receipt by them of cleared funds in respect of rent or any other monies received. Banking systems in the UK are such that if payment is made to us by cheque in respect of the rent then we have to allow up to twelve (12) working days for such cheques to clear. We are not responsible for any bank charges that you incur as a result of any delays in payment.

7. Statements

- 7.1 OCB will provide you with a Statement of Account once the financial arrangements have been finalized at the commencement of the Tenancy and monthly thereafter. This statement will be sent either by e-mail or by post to an address in the UK.
- 7.2 If you require a Statement to be sent to you by post to an address outside the UK then we will be pleased to do so but at a fee of £10 plus VAT per statement.

8. Terms and Conditions

The following services will also be provided by OCB in connection with the Letting Service:

Tenant referencing

- 8.1 Obtaining references on prospective company and private tenants. On signing the Tenancy Agreement, the Owner or the Owner's Agent will be deemed to have seen and accepted any such references collected by OCB on the Owner's behalf. OCB's letting fee does not include any charges for Company Searches which can be carried out at the specific written request of the Owner who will undertake to bear the costs thereof together with an Administration Fee of £10 plus VAT per item.
- 8.2 We are unable to guarantee the suitability of Tenants, timely rental payment or vacant possession at the end of a tenancy and cannot be held liable by the Landlord.
- 8.3 Any notice that the Landlord requires the Agent to serve on the Tenant, other than a Section 21 Housing Act 1988 Notice (that the Landlord requires possession of the Property on expiry or termination of an assured shorthold tenancy), on managed only properties this will incur a fee of £60 plus VAT.
- 8.4 The Agent reserves the right to change the schedule of fees and these terms of business by giving the Landlord 60 days' notice in writing.

The Deposit Protection Scheme

- 8.5 At the time of issuing the terms of business, OCB is a member of a Deposit Protection Scheme, which is administered by: The Deposit Protection Service (The DPS), The Pavilions, Bridgwater Road, Bristol, BS99 6AA.
Email address: enquiries@depositprotection.com Telephone number: 0870 707 1707
- 8.5.1 If we, OCB are instructed by you, the Owner (Landlord) to hold the Deposit, we shall do so under the terms of The Deposit Protection Scheme and charge a fee of £45 plus VAT for any Deposit registered at the DPS.
- 8.5.2 OCB will not hold the tenancy deposits as a stakeholder but will transfer funds to a custodial scheme.
- 8.5.3 We reserve the right to protect your deposit under other registered schemes during the period we manage your property.
- 8.5.4 At the end of the tenancy, if there is no dispute OCB 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.
- 8.5.5 If, after 10 working days' following notification of a dispute to the Agent/Member and reasonable attempts having 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 be submitted to the ICE for adjudication (subject to 5.5.6 below). All parties agree to co-operate with any adjudication.
- 8.5.6 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 8.5.7 The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

NB. These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

- 8.5.8 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. Because it is a condition of the Tenancy Agreement signed by both parties, Judges may 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.
- 8.5.9 If there is a dispute we must remit to The Deposit Protection Scheme 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 you or we want to contest it. Failure to do so will not delay the adjudication but The Deposit Protection Scheme will take appropriate action to recover the deposit and discipline us.
- 8.5.10 OCB must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 8.5.11 **INCORRECT INFORMATION:** The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.
- 8.5.12 **ADDITIONAL INFORMATION:** OCB will hold all deposits in a bonded Deposit Client account. We will make a nominal charge of £45.00 plus VAT (Forty-Five Pounds only) for the registration and management of each new Tenancy deposit. The management of a Tenancy deposit includes filing of any disputes and negotiating any disputes with authorised representative and Tenants or their representatives.

OCB indemnify the Owner against all claims, costs and expenses resulting in the failure of OCB to comply with clause 8.5.1.

Inventory

- 8.6 Arranging the booking of the Inventory for the Property and check-in of the Tenant. If the property is not furnished by OCB, the cost of preparing an Inventory or the cost of updating and/ or re-typing an old one will be met by the Owner. The cost will be £95 plus VAT.
- 8.7 If no Inventory exists or is not provided to OCB two (2) working days before the commencement of the Tenancy then unless we receive a written request to the contrary from the Owner then OCB will automatically arrange for a new Inventory to be prepared on the Owner's behalf. Unless specifically requested otherwise the Owner will be responsible for the costs of the preparation of the Inventory and the Check-in and the Tenant for the costs of the Check-out. Charges do vary depending on the size of the property and the contents but an indication of costs will be given if requested. OCB will instruct experienced Inventory Clerks but we cannot be held liable for any omissions or errors on their part. OCB will e-mail a copy of the Inventory to the Owner once it has been completed and also e-mail a copy of the check-in or any other related report. Should paper copies be required then a charge of £5 plus VAT will be made for each document sent to an address in the UK or £10 plus VAT to an address outside the UK.

Tenancy Agreement

- 8.8 Arranging and preparing a Tenancy Agreement. Unless specifically agreed otherwise OCB will draw up a Tenancy Agreement for signature by both the Owner and the Tenant. OCB will sign on behalf of the Landlord(s) and the Landlord(s) by signing these Terms of Business agrees to OCB signing on their behalf.

Cancellations

- 8.9 If, having instructed OCB either verbally or in writing to proceed with the arrangement of a Tenancy an Owner subsequently decides not to proceed with that Tenancy then, unless the references obtained on the Tenant are unsatisfactory, the Owner will be responsible for all fees that would have been due had the Tenancy proceeded.

Transfer of Utility Accounts

- 8.10 On Managed Properties OCB require that the Owner at the outset provide details of all current suppliers and the location of any meters. OCB will then, on the Owner's behalf arrange for all such utilities to be transferred into the Tenant(s)' name(s) at the commencement of any Tenancy and back in to the Owner's name at the end of the Term or to another Tenant whichever is appropriate.

Keys and Fobs

8.11 OCB will require that the Owner provides one full set of keys together with fob (if appropriate) for each Tenant named on the Tenancy Agreement (subject to a minimum of three sets) for handing over at the commencement of the first Tenancy. Where necessary OCB will arrange for additional sets to be cut at the Owner's expense together with an Administration charge of £20 plus VAT to cover the cost of taking the keys to a reputable key cutting establishment. OCB will also arrange for additional fobs at the Owner's expense. OCB will hold an additional set of keys plus fob at their Management Services Office, such keys and fob only to be handed out to authorised individuals at the written request of the Owner and/ or the Tenant or where deemed necessary by OCB within the course of their responsibilities under this Agreement. OCB accepts no liability for the loss of keys or any consequence thereof.

Section 21 Notice

8.12 A Section 21 Notice will be served at the appropriate time.

Additional Works

8.13 Where OCB are managing the Property on the Owner's behalf and are required to carry out duties above and beyond those specified below (such as accompanying Surveyors) then OCB will charge the Owner a Fee equivalent to £40 per hour plus VAT or part thereof depending on the time taken, subject to a minimum charge of £60 plus VAT per event.

9. Short Lets

Where the initial term of the Tenancy or Letting is for five (5) months or less our Management Fee will be charged at the rate of £150 plus VAT for each Tenancy Agreement and therefore a monthly management fee of 8%.

10. Renewals and Extensions

In the case of a renewal to the existing Tenant a new Tenancy Agreement will be drawn up and which a charge of £95 plus VAT will apply to the Landlord. We will seek further instructions with regards to any renewal by email, telephone or post. If you are uncontactable and renewal is at the same rental price or higher, we will proceed with the renewal on your behalf. Although our documents are constantly reviewed and updated by our legal advisers, OCB must point out we are not Solicitors and the Owner should consult with their own legal adviser if the Owner requires further information about the rights and obligations as a Landlord.

11. Overseas landlords – Finance Act 1995

Where an Owner may be considered non-resident for tax purposes he has to pay United Kingdom income tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from the Inland Revenue specifically permitting OCB to pay rental monies to the Owner without the deduction of tax OCB is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury from time to time from all monies received and account to the Inland Revenue for these monies on a quarterly basis. Landlords are responsible for obtaining their own "Exemption Certificate" and should note that any such Certificate received is non-transferable. It should also be noted that no interest is payable to Owners on tax retentions made by OCB. Where an Owner has not provided OCB with an Exemption Certificate from the Inland Revenue then a charge of £50 plus VAT will be made for the work carried out in submitting the quarterly returns to the Revenue and a charge of £100 plus VAT will be made for preparing the Annual returns and final certificates. OCB is required by law to consider any individual Owner who they believe or have reason to believe to be living outside the UK as non-resident and make these deductions. Whilst we will always inform any Owner of our decision, such a decision must be final and OCB accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where an Owner is collecting rent directly and is non-resident for Tax purposes then the Tenant becomes liable for the collection of Tax due and OCB are obliged to advise him accordingly.

12. Sale of the property to a tenant or former tenant

In the event at any time of any Tenant, occupant or other connected body or party entering into an agreement with the Owner of the Property to purchase the property a commission of 2% plus VAT of the purchase price becomes payable by the Owner to OCB when Contracts for the sale of the Property are exchanged or the contract for sale is completed whichever is the sooner.

13. Sale of the property by the owner(s)

Where a Property occupied by a Tenant first introduced by OCB is sold, transferred or otherwise dealt with, OCB's Letting Fee and all other Fees remain the responsibility of the original Owner for the duration of the Tenancy and any renewal or extension thereof, irrespective of whether the negotiations were carried out by OCB. Owners are advised in such circumstances to arrange through their Solicitors for the prospective purchaser to enter into an agreement with OCB in respect of all Fees due.

14. Permission to Let

- 14.1 OCB requires that the Owner obtain permission to let prior to any letting from either, if necessary, their Landlord in the case of leasehold property and/ or their Mortgage provider. The Owner must also notify their Insurance Company of his intention to let and obtain their agreement to extend the insurance cover on the property and its contents. If the Owner is a joint owner then he must ensure that all the other joint owners are named on the Tenancy Agreement and confirm that he is authorised to give instructions on their behalf. OCB hereby gives notice that should the Owner(s) fail to obtain any necessary such permissions then in the event that the Tenancy is determined early or fails to commence then all fees due to OCB must be paid.
- 14.2 The Owner acknowledges it is his/her responsibility to ensure that there are no covenants or other restrictions on the Landlord in respect of letting the Property. If there are any such covenants or restrictions then the Landlord takes full responsibility for any liability arising from that and shall compensate the Agent for any costs incurred by the Agent as a result.
- 14.3 It is the Owner's obligation to provide a copy of the Head Lease if s/he requires the Tenant to adhere to it.
- 14.4 The Owner agrees that if the Property is subject to a mortgage, then the Owner will inform the lender accordingly.

15. Interest and Commission

Any commissions, interest or other income earned by OCB as a result of referrals to Contractors/Inventory Clerks while carrying out our duties as Agent for the letting and/ or management of the property will be retained by OCB.

16. Outstanding Fees

The Owner agrees that where any fees or other charges properly due to OCB remain outstanding for more than fourteen (14) days then OCB may use any sums obtained or held on his behalf including rental payments on this or any other property on which OCB is instructed to pay the outstanding sums.

17. Liability

OCB will aim to carry out all their services with reasonable care and skill; however, we do not guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of the Term and cannot be held liable by the Owner for such events. Similarly, OCB will take care in instructing Contractors/ Inventory Clerks and other suppliers but cannot either guarantee or be held liable for any work undertaken by them.

18. Legal Proceedings

OCB is not responsible for any legal action for the recovery of rent and/ or repossession of the Property. All costs and other charges relating thereto are the sole responsibility of the Owner. Applications for market rent or appearances before any Court or Tribunal will be by arrangement only and our fee for any such appearance will be £300 plus VAT per day or part thereof and where an OCB employee is involved. We regret that OCB cannot accept service of any legal proceedings on the Owner's behalf.

19. Indemnity

- 19.1 The Owner agrees to indemnify OCB as Agents against any costs, expenses or liabilities whatsoever incurred or imposed on us provided that they were incurred on his behalf in pursuit of OCB's duties.
- 19.2 In the event of OCB being unable to contact the Owner despite having made reasonable efforts so to do then the Owner undertakes to indemnify OCB against any costs or fees involved in carrying out reasonable actions on the Owner's behalf.
- 19.3 Should there be an event or incident, which is considered by OCB to be a health and safety issue, a serious breach of a Tenancy Agreement, a breach against an individual or company's rights or similar, OCB will take immediate action so to protect the Owner or itself, so far as possible, without regard to financial expenditure or by necessarily seeking authorisation from the Owner. Any costs to manage the event or to pay third parties involved in assisting with or providing a solution would be re-charged to the Owner.
- 19.4 Contracts which have been signed electronically (Whether by, email or DocuSign) are binding and admissible in evidence. We may ask you or any prospective Tenants to sign documents electronically.

20. Amendments/Variations

- 20.1 This agreement represents the entire Agreement between the Owner and OCB and supersedes all prior agreements, understandings, representations or other communications between the parties hereto. No amendment or variation to this Agreement will have any contractual effect unless agreed by a Director of OCB. Our appointment is subject to three (3) months' notice to cease management by either side in writing.
- 20.2 OCB reserves the right to change the schedule of fees and terms of business at any time.
- 20.3 This agreement shall be subject to English Law and the High Court and County Courts of England and Wales or their successors shall have jurisdiction over any action or proceedings in respect of this Agreement.

21. VAT

All charges and fees made by OCB under the terms of this Agreement are subject to the addition of VAT at the current UK prevailing rate.

22. Interest

All fees and other charges made by OCB become due and payable on demand. OCB reserves the right to charge interest on any amount outstanding twenty-eight (28) days after such fees are first demanded. The rate of interest will be 2% per annum above Bank of Scotland's base rate and chargeable from the date upon which the Fee was due.

23. The Gas Safety (Installation & Use) Regulations 1998

The Owner is fully responsible for making sure that all gas installations and appliances are maintained in good order and are checked for safety every year by a CORGI registered engineer. The Owner MUST provide OCB with a copy of a current certificate before the commencement of any Tenancy. If OCB are not provided with such a current valid Certificate prior to the commencement of the Tenancy and annually thereafter then we reserve the right to call in a suitable qualified CORGI engineer to carry out an inspection of all Gas installations and appliances and carry out any remedial works where necessary. The cost of any such inspection and works will, together with our administration charge of £40 plus VAT is debited to the Owner's account. Please note that it is a criminal offence to allow a Tenant into a Property on which a current CORGI Gas Certificate is not available and OCB reserves the right to act accordingly, if necessary preventing the Tenancy commencing until such time as a valid Certificate is to hand. Date of expiry of current Gas Safety Regulations Annual Report (please supply a copy of the Gas Safety Certificate)

Do you require us to arrange ongoing Certificates Yes No

24. The Fire and Furnishings (Fire) (Safety) Regulations 1998; The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993; The Electrical Equipment (Safety) Regulations 1994

The Owner hereby warrants that he is fully aware of the terms and conditions of these Regulations and in signing this Agreement declares that all the Furnishings presently in the Property or to be included in the Property together with all the Electrical installations and Electrical Equipment in the Property or to be included in the Property now or at any time in the future fully comply with these Regulations.

The Owner undertakes to keep OCB fully and effectively indemnified against any claim, liability, demand, cost expense or prosecution which may arise by failure of the Owner to comply fully with the Terms of these regulations.

25. Regulatory Reform (Fire Safety) Order 2005

Carry out any functions or fulfil any obligations of a "responsible person" under the Regulatory Reform (Fire Safety) Order 2005, as amended ("the Fire Safety Order") in respect of the Property. As between you and us, it is your sole responsibility to determine what your obligations under the Fire Safety Order are and to ensure that the provisions of the Fire Safety Order, insofar as it is applicable to the Property, are fully complied with at all times. If we reasonably believe that you have failed, or will fail, to comply with the Fire Safety Order in a way which may cause us to breach any obligation we may under the Fire Safety Order (if any), we shall be entitled but not obliged to take such action as we may reasonably consider to be appropriate to avoid or cure any such breach. Such action may include instructing Contractors on your behalf and at your expense and paying them from funds, including rents received, held on your behalf. We shall be entitled to invoice you in respect of our time in relation to such action at the hourly rate of £65 per hour.

All properties occupied under a tenancy must be equipped with a working smoke alarm on each storey on which there is living accommodation. Does your property comply? Yes No

If no and we manage your property, would you like us to install these on your behalf? Yes No

26. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

From October 2015, Landlords will be legally obliged to have working smoke alarms as carbon monoxide detectors fitted on each floor of a rented property (carbon monoxide alarms should be in all rooms with a solid fuel appliance. Even where alarms and detectors are already fitted at the Property, the landlord must remember to test them at the start of each new tenancy, otherwise the Landlord could be fined up to £5000. If the agent attends a Property without working alarms and/or detector, the agent will arrange repair/replacement immediately, in accordance with this legal requirement. The cost will be £90 each or £102 for both.

All properties occupied under a tenancy must be equipped with a working carbon monoxide alarm in any room which is used as living accommodation and which contains a solid fuel burning combustion appliance.

Does your property comply? Yes No

If no and we manage the property, would you like us to install these on your behalf? Yes No

27. Electrical Safety (Electrical Circuits, Installations, Appliances & Portable Appliance Testing (PAT))

The Owner is fully responsible for making sure that all electrical circuits, installations and appliances are maintained in good order and are checked for safety at least every 5 years a qualified electrician or earlier and more frequently if recommended by a qualified electrician.

The Owner MUST provide OCB with a copy of a current safety certificate before the commencement of any Tenancy. If OCB are not provided with such a current valid certificate prior to the commencement of the Tenancy then we reserve the right to call in a suitable qualified electrician to carry out an inspection of all electrical provisions, circuits, installations and appliances and carry out any remedial works where necessary. The cost of any such inspection and works will be debited to the Owner's account.

Our systems are designed to monitor the dates and times when an electrical safety certificate may expire and an electrical safety inspection is required.

As part of our continuing service, without liability, we will assist the Owner to manage this process, where instructed.

Expiry date of current Electrical Systems and Equipment Report
(Please supply a copy of the NIC/EIC Report & Certificate) _____

Expiry date of current Portable Application Test (PAT) Report
(Please supply a copy of the PAT Report) _____

28. Energy Performance Certificate (EPC)

The Owner is fully responsible for making sure that as from the 1st October 2008 that the Property has an Energy Performance Certificate (EPC). The Owner MUST provide OCB with a copy of a current Certificate before the commencement of any Tenancy. If OCB is not provided with such a current valid Certificate prior to the commencement of the Tenancy then we reserve the right to arrange for an EPC to be carried out. The cost of any such inspection and Certificate will, together with our administration charge of £85 plus VAT will be debited to the Owner's account. Please note that OCB cannot carry out any viewings on any property that does not have a valid EPC.

Date of expiry of current Energy Performance Certificate
(please supply a copy of the EPC) _____

If no EPC is currently valid OCB, will arrange for an inspection to be carried out as soon as possible, the cost of £85 plus VAT being deducted from the rental income.

Would you like us to arrange repeat Certificates? Yes No

29. Refurbishing and Design Services

We will be pleased to assist you in redecorating, refurbishing or refurbishing the Property. We have access to many suppliers and can often because of our buying power obtain favourable prices on goods and services. Well-presented Properties usually let both faster and at higher rents than those in poor condition. Written information of our furnishings/refurbishing services is available upon request.

30. Insurance

It is your responsibility to make certain that the Property and its fixtures, fittings and contents are at all times properly and adequately insured. The terms of the Tenancy Agreement require this. We can, on request, assist in arranging Insurance cover for you and we will contact you further about this once we have identified a suitable Tenant. Any assistance we give will rely totally on valuations and specifications as to the details of the cover supplied by you. We are not insurance brokers and have no expertise in this area, but we do deal with bodies specialising in such cover for rented or tenanted properties. We therefore give no warranties whatsoever as to the adequacy or suitability of any cover we may assist you in obtaining. The responsibility for ensuring that the cover is adequate and suitable lies exclusively with you. You should check, before entering into any letting of the Property that any insurance in place is not affected by the fact that the Property is either unoccupied or tenanted. We can make any insurance claim for you where we manage the property on your behalf at a fee of £40 plus VAT per hour subject to a minimum fee of £100 plus VAT. Please note that in all cases where we are not provided with proof of insurance cover then we will, at your expense, arrange for suitable cover to be made available in line with the terms of the Tenancy Agreement. We do not accept any liability in respect of the amount of cover provided.

31. Management Services

- 31.1 Where instructed by the Landlord and provided we have sufficient funds on your account to do so we will, on your behalf, pay any ground rents, service charges, water rates, insurance premiums and any other regular outgoings out of the rental monies as and when demands are received. Although we will make every effort to resolve obvious discrepancies we wish to make it clear that we are entitled to accept and pay without query demands and accounts which we believe to be in order. In particular, we cannot accept responsibility for the adequacy of any insurance cover or the verification of service or maintenance charge demands.
- 31.2 OCB will deal with matters of redecoration, renewal, replacement or repair with the Owner's verbal authority (save in the case of emergency and/or when it is impractical to do so). Following the Owner's written approval of written estimates, OCB will organize and inspect the said works. Any work below the value of £200.00 will be carried out by OCB without requiring the Owner's authority and then deducted from any rental held or due within the course of the following 7 days. We cannot undertake to meet any outgoings beyond funds held by ourselves on your behalf and in which event, we would require payment from the Owner within the course of 7 days.
- 31.3 Contingency float: We will set up a float in order to pay any outgoings. This float should amount to not less than £350 when monthly rental payments are received. We will take this from the initial payment of rent and maintain it at the appropriate level from subsequent net rents passing. We reserve the right to increase the float if there is expected expenditure before the rent is next due. We may require payment from you of additional funds if there are insufficient funds in your account to meet any outgoings.
- 31.4 During void periods (which our Letting Team will make every effort to minimise) OCB will continue to manage the Property during this period but cannot be held liable for any loss and/ or damage arising from fire, flood, theft or any other cause. Should the Owner instruct us so to do in writing then we will arrange for a plumber or similar contractor to visit the Property and turn off the water, gas or other supplies at the Owner's expense and to be switched on again before the commencement of any Tenancy. Please note that we advise that you should contact your Insurance Company should the Property be likely to be empty for more than thirty (30) days.
- 31.5 OCB will liaise on your written instructions with your Accountants, Solicitors, Superior Landlords, Managing Agents, Mortgageors and Insurance Companies.
- 31.6 We will make two (2) visits each year of the Property as part of our Management Service. It must be understood that these visits can only provide a superficial examination of the Property and are not intended to be either a structural survey or an Inventory Check. OCB cannot be held responsible or any hidden or latent defects that arise.
- 31.7 During void periods (which our Letting Team will make every effort to minimise) OCB will continue to manage the Property during this period but cannot be held liable for any loss and/ or damage arising from fire, flood, theft or any other cause. Should the Owner instruct us so to do in writing then we will arrange for a plumber or similar contractor to visit the Property and turn off the water, gas or other supplies at the Owner's expense and to be switched on again before the commencement of any Tenancy. Please note that we advise that you should contact your Insurance Company should the Property be likely to be empty for more than thirty (30) days.
- 31.8 OCB will liaise on your written instructions with your Accountants, Solicitors, Superior Landlords, Managing Agents, Mortgageors and Insurance Companies.

31.9 “Right to Rent”: Someone will have the right to rent in UK provided they are present lawfully in accordance with UK Immigration Laws. OCB will ensure that all the proposed Tenant(s) documents are originals and belong to the proposed Tenant(s). In addition, OCB will check that the proposed Tenant(s) dates for the proposed Tenant(s) right to stay in the UK have not expired. During the course of the terms of the Tenancy, we will contact the Tenants and obtain original documentation that their right to stay in the UK is up to date (where applicable). We will make a complete copy of all original documentation and sign and record the date we made a copy of all documentation.

32. Money Laundering and Proof of Ownership

32.1 Under the Money Laundering Regulations 2003 and Proceeds of Crime Act 2002, OCB is required to “know your client”. If the Landlord is unable to provide proof of ownership of the Property, OCB will be happy to obtain the information on the Landlord’s behalf. A charge will be payable per property. OCB must also be shown the following personal documentation as evidence of the Landlord’s identity:

- Current Passport or Current Photo-Card Driving Licence
- Recent Bank Statement or Household Utility Bill (dated within 3 months of the date of this instruction)

PLEASE NOTE: If OCB has not met you in person, picture identification will need to be certified.

33. Electronic Documentation

Contracts which have been signed electronically (whether by email or DocuSign) are binding and admissible in evidence. We may ask you or any prospective Tenants to sign documents electronically.

34. Our Complaints Procedure

If you feel you need to make a complaint about a member of OCB Team one of our products or services, then please follow our complaints procedure:

- Put your complaint in writing via email or post to the Operations Director: leighton.mcmvor@oconnorbowden.co.uk.
- The Office Manager or Director of the company who is responsible for the particular branch will deal with the complaint initially.
- Your complaint will be acknowledged within three working days of receipt.
- Your complaint will then be fully investigated and a detailed written response will be made. If you are not satisfied with the outcome of our initial investigation, your complaint will be reviewed by Alison O’Connor, the Managing Director, who can be contacted either by email at alison.oconnor@oconnorbowden.co.uk or by post to Ground Floor, Oxid House, 78 Newton Street, Manchester, M1 1AU. A detailed response will be given, which will include our final viewpoint.

35. The Property Redress Scheme

O’Connor Bowden Property Management (Manchester) Limited’s registered address for the Property Redress Scheme, Ground Floor, Oxid House, 78 Newton Street, Manchester, M1 1AU. The PRS’s address is Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH: t: 0333 321 9418.

As A Client of O’Connor Bowden Property Management (Manchester) Limited, you understand that we are regulated by the Property Redress Scheme (PRS). Should OCB receive a complaint in respect of your property, which cannot be resolved by our office. A complaint can be raised with the PRS. As the Landlord you agree to adhere to any decision made by the PRS and to make payment of any sums awarded by the PRS should the complaint arise due to a breach of your obligations under the Tenancy Agreement.

Our Fees & Charges

FULL LETTING SERVICE:	8% OF COLLECTED RENT
New Tenant Finds (Including Marketing, Advertising, Referencing, Tenancy Agreements, New Tenant Documentation & Inventory):	£295.00
Tenancy Renewal:	£95.00

LET ONLY SERVICE:	
New Tenant Finds (Including Marketing, Advertising, Referencing, Tenancy Agreements, New Tenant Documentation & Inventory):	£550.00
Tenancy Renewal:	£150.00

OPTIONAL ADDITIONAL SERVICE'S:	
Rent Guarantee:	£150 per tenancy
Registration of Deposits with Government Scheme	£45.00 per tenancy
Key & Fob Cutting	£20.00 + cost of keys
Gas Safety Certificate	£85.00
Electrical Safety Certificate	£95.00
EPC Charge	£85.00
Electrical Safety Test/PAC	£85.00
Service Charge/Ground Rent Payment & Allocation	£75.00 per annum
Income/Expenditure Report	£75.00
Non-Resident Landlord Tax Administration Charge	£95.00 per quarter

Signatures

I hereby appoint O'Connor Bowden Property Management (Manchester) Limited ("OCB") as my Letting Agent until further notice from me in writing in accordance with the notice period in this Agreement. I confirm that I am the Owner of the Property mentioned in Page 1 or have the full authority of the Owner to act on his/her behalf. I undertake to ratify whatever OCB shall lawfully do by virtue of their appointment as Letting Agent and to indemnify them against all costs and expenses properly incurred by them. I agree to pay fees in accordance with the terms and conditions specified in this Agreement or as notified to me in writing.

NOTE: IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, THE STANDARD TERMS, BEFORE YOU SIGN IT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH, PLEASE DISCUSS IT WITH ONE OF OUR REPRESENTATIVES OR SEEK YOUR OWN LEGAL ADVICE BEFORE SIGNING.

Dated this _____ day of _____ 2018

Signed by or on behalf of the owner(s)

Signed by or on behalf of O'Connor Bowden (Transmission House) Limited t/a OCB

Customer Cancellation Rights

You have the right to cancel this contract within fourteen calendar days, starting on the day of this Agreement of Right to Cancel is issued. This notice is deemed issued as soon as it is given, by post or in the case of email, from the day it is sent, to you the Landlord. Cancellation must be communicated in writing or by email.

Work commencing prior to the expiry of the cancellation period

If the customer agrees that work may start before the cancellation period expires they should sign below to confirm this agreement and that they understand if they decide to cancel within fourteen days, reasonable payment may be due for costs incurred and/or work carried out prior to cancellation.

I/we agree that OCB may commence work on _____ (date),
 before my cancellation period has expired.

Customer Signature _____

Date: _____

What happens next?

Once we have re with proof of ID, address and ownership, we can proceed to find you a tenant.

1. We will generate the property description, including property photos.
2. The property will then be added to our database.
3. The property will go live at all the web portals.
E.g. Rightmove, Zoopla, PrimeLocation, Nethouseprices
4. If we receive a high number of viewing requests, we will arrange an Open House event.
Open House: not only do these events help to create a buzz about a property; they also add a sense of urgency to the whole procedure
5. You will receive a text/email message to inform you of every viewing that is arranged.
6. Viewing feedback will be emailed to you after each viewing.
7. We will conduct weekly PR chats with you while the property is being marketed.

Once an offer has been made:

1. We will contact you to inform you of an offer being made on your property.
2. Once an offer has been accepted, an offer letter will be sent to you for your records.
3. If you are a new client, you will be allocated a Property Manager, who will deal with the tenancy from here on.
4. We will start to reference the prospective new tenants.
5. Once the reference and credit checks have been completed, you will be informed of the move-in date (Subject to change)
6. When the tenant moves in, we will take payment of the first month's rent and deposit.
7. Within 7 days, you will receive copies of all paperwork relevant to the tenancy, along with a statement of account.
8. The rent will be paid to you monthly and you will receive an accompanying statement.
9. Any other issues will be reported by your Property Manager, the Property Inspectors or the maintenance team.

