

# Application Form

**Lettings (SOLE AGENT)**

**Terms & Conditions of Business**



**COPPERSTONES**  
P R O P E R T I E S

Please complete this form in full, providing all relevant information in order to help us market and let your property as effectively as possible.

**Contact Information**

Property Address: _____ _____	Correspondence Address: _____ _____	
Name(s) of Landlord(s): (If the property is in joint names please supply full names)		
Tel No. _____	Mobile _____	Work _____
E-mail _____	Other _____	_____

(Please provide as many contact details as possible)

**Payments**

Our policy is to pay all funds to our Landlords via bank transfer. This ensures your money is dealt with efficiently and safely. From the date that we authorise payment to you, it will take three working days to be credited to your bank as cleared funds.  
In order for us to implement the transfer, please fill in your bank details below.

Account Number _____	Branch Sort Code _____
Name of your bank _____	Account Name _____
Branch Address _____	_____

**Tax**

Please confirm where you will be resident while Copperstones are letting your property.  
In the UK  Overseas   
Copperstones Ltd. are legally obliged to file a tax return stating names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form. Overseas Landlords need to complete the NRL1 or NRL2 and send the application form to; The Centre for Non-Residents (CNR), St Johns House, Merton Road, Bootle, Merseyside, L69 9BB.

**Lettings Service**

<b>Comprehensive Management Service - 10% + VAT</b> <input type="checkbox"/>	<b>Introduction of Tenant - 8% + VAT</b> <input type="checkbox"/>
<ul style="list-style-type: none"><li>• Comprehensive marketing</li><li>• Value Assessment</li><li>• Finding a tenant</li><li>• Obtaining references</li><li>• Collection of rent</li><li>• Holding Deposit</li><li>• Keyholding service</li><li>• Arranging payment of outgoings</li></ul>	<ul style="list-style-type: none"><li>• Arranging all repairs and maintenance with registered contractors</li><li>• 24 Hour emergency line</li><li>• Twice yearly management inspections</li><li>• Managing the check-out process</li><li>• Advisory services for Landlord</li><li>• Negotiate Contract Renewal</li><li>• Transfer of utilities</li></ul>
	<ul style="list-style-type: none"><li>• Comprehensive marketing</li><li>• Value Assessment</li><li>• Finding a tenant</li><li>• Obtaining references</li><li>• Collection of rent</li><li>• Holding Deposit</li></ul>

**Agreement**

I/we confirm that I/we are the legal owners of the above property and wish to instruct Copperstones Ltd. as a SOLE AGENT to let our property. In the event of a tenancy being secured, I agree to accept the appropriate commission charges as detailed within this document.

**I have read and understood these terms and conditions and accept that in signing this document I am legally bound by its contents.**

SIGNATURE(S) _____	NAME _____
DATE _____	(Please print in CAPITALS)

# Property Management Questionnaire

## Utilities

Due to the large number of service providers, it is important for your tenant to have accurate information to enable them to correctly transfer the utilities into their name. Please therefore complete the information below:

Gas \_\_\_\_\_ Account Number \_\_\_\_\_  
Electricity \_\_\_\_\_ Account Number \_\_\_\_\_  
Council Tax \_\_\_\_\_ Account Number \_\_\_\_\_  
Broadband / Phone \_\_\_\_\_ Account Number \_\_\_\_\_

## Keys

From time to time it may be necessary to cut duplicate keys for your property. Please sign below to confirm that you authorise us to obtain keys on your behalf:

Signature(s): \_\_\_\_\_

## Leasehold Details

Freeholder \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Tel No. \_\_\_\_\_  
Fax Number \_\_\_\_\_ E-Mail \_\_\_\_\_

## Managing Agents

Freeholder \_\_\_\_\_ Contact \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Tel No. \_\_\_\_\_  
Fax Number \_\_\_\_\_ E-Mail \_\_\_\_\_

## Household Equipment

Please advise whether the following are under guarantee or covered by a maintenance contract. If so, please provide copies of the relevant documentation for our reference.

Heating	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Fridge/Freezer	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Washing Machine	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Tumble Dryer	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Dishwasher	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Oven	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Burglar Alarm	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>

(Please provide code and operating instructions) \_\_\_\_\_  
\_\_\_\_\_

## Utilities

Please state the location of and provide any keys necessary to access the following:

Gas Meter \_\_\_\_\_ Electricity Meter \_\_\_\_\_  
Water Meter \_\_\_\_\_ Fuse Box \_\_\_\_\_

# Letting Service

## Terms & Conditions

### Finding a Tenant

When we find a tenant for your property we will charge you a fee calculated at a rate of 8% + VAT of the total rental as shown on the tenancy agreement. This fee is inclusive of rent collection.

You will be liable to pay us a fee for any tenant who we introduce to the property whether or not the tenancy is secured by Copperstones Ltd.

If the tenant extends the contract and/or holds over for any period of time our fee is payable for the duration of their residence in the property.

### Time and Payment of Fees

Where the rent is paid monthly we will collect half our fee from the first rental payment and the remainder from the next. If the rent is paid quarterly bi-annually or annually our fee will be taken in full from the first instalment.

Where the tenancy is for a fixed term of two years we will collect our commission in four equal instalments in months 1, 2, 7 and 8. Where the tenancy is for a fixed term of three years we will also collect commission in months 13 and 14.

If we have not been instructed to collect rent then our full fees become payable in advance and any balance due must be paid to Copperstones Ltd. before the start of the tenancy.

Should the tenant or landlord prematurely terminate the contract prior to the end of the tenancy term and in accordance with the original tenancy agreement then we will refund the commission fee that has been collected in advance pro-rata.

Should you not sign these Terms but instruct us to start marketing and viewing the property with applicants you will be bound by all of its terms.

### Rent Collection

We will collect rent in accordance with the terms of the tenancy agreement. If the rent remains outstanding five days after it is due we will make every effort to notify you. We will try to secure payment from the tenant through telephone calls and by sending arrears letters. Ultimately any legal proceedings against the tenant would need to be put in the hands of solicitors.

### Transfer of Monies

Copperstones Ltd. will make every effort to transfer any monies due to your bank account within three working days of receipt. On rare occasions it may take us longer and we reserve the right to take up to ten working days to process, allocate and/or clear payment. If we are unsuccessful in fulfilling this target we will pay you interest at the annual rate of 2% above Barclays Bank plc base rate, from the tenth day after we receive payment until the date that payment is made to you.

### Tenancy Agreement

We have an expertly written tenancy agreement which will be used in respect of all lettings unless otherwise agreed. The charge to the landlord for this agreement is £170+VAT. Upon request and within reason we are happy to tailor this agreement to your specific requirements at no extra cost.

### Tenants References

Where the initial term of the tenancy agreement is for a period greater than six months, we will obtain references on prospective tenants. In signing the tenancy agreement, the landlord, or landlord's legal representative is deemed to have seen and accepted any such references or identity check, or waived the requirement for Copperstones Ltd. to obtain these.

### Electronic Documentation

For convenience we may require tenancy agreements to be signed electronically by either the tenant or landlord (whether by fax, email or website authentication). In this instance contracts are binding and admissible as evidence.

### Keys

In order to market and let your property effectively we require a full set of keys. Where you or a tenant is in occupation we will endeavour to notify the occupant prior to viewings to avoid the possibility of arriving unannounced. We operate a secure key tag system which ensures security by providing anonymity for any set of keys. In the event that keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys. When the property is let, you must provide at least one full set of keys to each Tenant. Copperstones Ltd. will obtain copies at your expense if necessary but we will require all necessary certificates in order to do so.

### Redirection of Mail

It is the Landlord's responsibility to arrange postal redirection services with The Royal Mail. Copperstones Ltd. cannot take any responsibility for items of post which are lost or delayed or any costs incurred to the Landlord for items of mail which are delivered to the property address after it is let.

### Utilities

Whilst the tenant is responsible for transferring the utilities into his/her name we strongly recommend that you ensure that your own accounts or those of the previous tenant have been closed. It is important due to the number of suppliers in the market place that you should advise the tenant of the suppliers used.

PLEASE NOTE: If we are instructed to manage the property we will oversee the transfer of the utility accounts.

### Penalty Charge

If basic terms of a tenancy or a renewal have been agreed with you verbally or in writing and you have instructed us to proceed with the referencing of a tenant(s) and draw up the relevant paperwork and subsequently withdraw from the offer there will be a charge of 50% of the Lettings fee or £470 inclusive of VAT, whichever is the greater amount. Other costs incurred may also be charged to you.

### Inventory, Check-in and Check-out

Upon request, we will arrange for an independent inventory clerk to prepare an inventory for the property and check in the tenant.

The tenant will be responsible for the cost of the check-in.

The cost of the inventory and check-out will be the responsibility of the landlord.

Where we instruct the inventory clerk on your behalf, we will withhold a minimum of £150 from the penultimate months rent to cover the cost of the check out. Any balance will be returned once the bill has been paid.

Costs will vary depending on the size of the property and its level of furnishing, however we can advise on approximate costs. Whilst we will make every effort to give clear and concise instructions to independent inventory clerks, we cannot accept liability for any error or omission on their part.

Unless otherwise instructed, we will arrange for the tenant to be checked out against the initial inventory, where it is available, at the end of the tenancy and send you a copy of the report.

### Deposit

We will obtain a deposit (usually six weeks rent) from the tenant which can be held against rent that is unpaid at the end of the tenancy, outstanding bills, dilapidations or any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.

The deposit will be held by Copperstones Ltd. as Stakeholder in accordance with the terms of the tenancy agreement. The landlord will not be entitled to any interest that accrues on the tenant's deposit.

In accordance with new deposit legislation we require any claim against the deposit to be submitted within 10 days after the tenant vacates. If the deposit held falls under this scheme failure to submit a claim within this timeframe may compromise the claim completely as outlined in scheme guidelines. Our aim is to finalise the deposit release as quickly as possible for the benefit of all parties, a final written instruction from you detailing any deductions that you wish to make is required. If the deposit remains outstanding for 28 days or more without claim after the lease end we reserve the right to refund it.

### Alternative Dispute Resolution for Deposit Release on 'Assured Shorthold Tenancies'

As a regulated and bonded Agent we endeavour to provide a fair and equitable tenancy agreement and service to both you and the tenant. All of our 'Assured Shorthold Tenancy' agreements, where we are to hold the deposit during the term of the tenancy, include the following clauses:

This tenancy is included in the Tenancy Deposit Scheme for Regulated Agents (TDSRA). The landlord and the tenant must notify Copperstones Ltd. if there is a dispute over the release of the deposit, as soon as possible and within 28 days of the lawful end of the tenancy and the vacation of the property (it is strongly recommended that such notice be given in writing). The Independent Case Examiner (ICE) reserves the right to decline to consider disputes which have arisen outside this timescale.

If, after 10 working days following the notification of a dispute and following reasonable attempts 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 of the Tenancy Deposit Scheme for Regulated Agents for expert, impartial, third party adjudication. The landlord and the tenant agree to co-operate with this investigation.

Where the amount of dispute is over £5,000 the landlord and the tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE of TDSRA although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for informal adjudication. The appointment of an arbitrator will incur an administration cost of £235 shared equally between the landlord and the tenant. Liability for any subsequent costs will be dependent upon the Award made by the arbitrator.

The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

PLEASE NOTE: We make a small administrative charge of £150 + VAT for access to this dispute resolution facility if the TDSRA is utilised. There are no costs for the actual adjudication process.

### The Gas Safety (Installation & Use) Regulations 1988

It is the landlord's responsibility to ensure that all the property's gas appliances and fixed installations are maintained in good order and checked for safety at least every 12 months by a CORGI registered engineer.

We would be happy to assist you in obtaining your gas safety certificate as we work with a number of local CORGI registered engineers. The cost incurred together with our administration charge of £40 + VAT is payable by the landlord.

If Copperstones Ltd. have not been provided with a valid certificate two days prior to the commencement of the tenancy we reserve the right to appoint a CORGI registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. With charges as outlined above.

If the tenant remains in occupation beyond the expiry of the original certificate and we have not received a valid replacement certificate or confirmation of an appointment with a CORGI registered engineer 7 days before the expiry of the original certificate, we reserve the right to appoint a CORGI registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary and pass on to you those charges.

### The Electrical Equipment (Safety) Regulations 1994

The landlord is advised to ensure that the earthing and insulation of all electrical appliances within the property are safe and are regularly checked by an appropriately registered engineer. Cabling, fuses and plugs should also be inspected and replaced where necessary with the correct rating for that particular appliance.

Copperstones Ltd. would be happy to assist in the arrangement of an Electrical Safety Test, the cost incurred, together with our administration charge of £40 + VAT will be payable by the landlord.

### The Fire and Furnishings (Fire) (Safety) Regulations 1988

### The Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

The landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations. The landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the Regulations.

It is your responsibility to ensure that any furniture purchased for the property after the date of this agreement will also comply with these Regulations for the duration of the tenancy.

### The Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 SI 2007/991.

From the 1st October 2008, prospective tenants of residential properties will have to be provided with an Energy Performance Certificate free of charge and at the earliest opportunity, prior to entering into any contract to rent out the property. EPCs must be provided by accredited energy inspectors and will last for 10 years. Details of the regulations can be found in full at [http://www.opsi.gov.uk/si/si2007/ukSI\\_20070991\\_en\\_1](http://www.opsi.gov.uk/si/si2007/ukSI_20070991_en_1). The requirement is set out in regulation 5. Copperstones Ltd will arrange for an EPC on your behalf unless provided with a valid copy of one. The cost of this is £75 + VAT payable in advance when you instruct us to commence marketing your property.

### Houses in Multiple Occupation

It is the Landlord's responsibility to obtain mandatory licensing where applicable. Where the property is managed, Copperstones Ltd will assist in the application process but the license must be in the Landlord's name. For more information about HMO legislation visit [www.odpm.gov.uk](http://www.odpm.gov.uk) and your Local Authority's website or relevant department.

### Indemnity

The landlord agrees to indemnify Copperstones Ltd. fully and effectively against any costs or liabilities imposed on us which may arise due to the failure of the landlord to comply fully with the terms of all the above regulations.

### Renewals and Extensions

Copperstones Ltd. will endeavour to contact the landlord and tenant prior to the end of the tenancy to negotiate a renewal or extension where necessary.

Commission will be charged at 10% for the first year of tenancy, 10% for the second year of tenancy and then reduced to 9% for all further renewals/extensions/holdovers thereafter.

We will prepare the appropriate legal documentation necessary to confirm the renewal in writing and make a charge to the landlord of £60 + VAT to cover our administration for this service.

Renewal commission remains payable for however long the landlord continues to collect rent from the tenant introduced by Copperstones Ltd.

Renewal commission is due regardless of whether or not Copperstones Ltd. negotiated the renewal or extension.

In the absence of signed renewal documentation detailing a further fixed term, we will raise renewal commission based on the original term of the tenancy.

Renewal commission will become payable in respect of all renewals, extensions, holdovers and new agreements where one or more of the original tenants remains in occupation. It will also become due where the incoming tenant is a person, company or other entity in any way associated with the original tenant introduced by us.

#### Service of Notices

Copperstones Ltd. will not serve formal or legal notices to terminate any tenancy without the Landlord's instruction to do so. We will charge £50 + VAT for the preparation and service of any legal notices.

#### Overseas Landlords - Finance Act 1995

Where a landlord 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 Copperstones Ltd to pay rental monies to the landlord without the deduction of tax, Copperstones Ltd is obliged by Law to deduct tax at the appropriate rate as directed by HM Treasury on 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 between agents. It should also be noted that no interest is payable to landlords on tax reliefs made by Copperstones Ltd. Where a landlord has not provided Copperstones Ltd. with an Exemption Certificate from the Inland Revenue then a quarterly charge of £75 + VAT will be made for the work carried out in submitting these returns to the Inland Revenue. Copperstones Ltd. is required by Law to consider any individual landlord who we believe or have reason to believe to be living outside the UK as non resident and make these deductions. Whilst we will endeavour to inform any landlord of our decision, such a decision must be final and Copperstones Ltd. can 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 a landlord is collecting rent directly and is non-resident for tax purposes then the Tenant becomes liable for the collection of tax due and Copperstones Ltd. are obliged to advise him/her accordingly.

#### FICO Exemption Certificate

Overseas Landlords need to complete the NRL1 or NRL2 and send the application form to; The Centre for Non-Residents (CNR), St Johns House, Merton Road, Bootle, Merseyside, L69 9BB. Quote Copperstones Ltd. Reference Number 922 N AO38409. For more information go to [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk) or call the Centre for Non-Residents on 0151 472 6208 / 6209. Please note we are governed by Inland Revenue guidelines in respect of overseas landlords, please take time to understand the implications of this either consulting the above references or speaking with your accountant.

#### Sale of property to a Tenant or former Tenant

In the event of any tenant, occupant or other connected body or party introduced by Copperstones Ltd. entering into an agreement with the owner/landlord to purchase the property, a commission of 2.5% + VAT of the purchase price becomes payable by the owner/landlord to Copperstones Ltd. This fee becomes payable when contracts for the sale of the property are exchanged.

#### Sale of property by the Landlord

If a property occupied by a tenant first introduced by Copperstones Ltd. is sold or transferred, Copperstones Ltd. letting fee and all other fees remain the responsibility of the original landlord for the duration of the tenancy and any renewal or extension thereof, irrespective of whether the negotiations were carried out by Copperstones Ltd. We strongly advise that you should arrange through your Solicitors for the prospective purchaser to enter into an agreement with Copperstones Ltd. in respect of all fees due.

#### PROPERTY MANAGEMENT SERVICE

**Our Management Service includes all the provisions and terms of the Lettings Service in addition to those detailed below.**

Our fee to fully manage the letting of your property is calculated for 10% + VAT of the total rental income which is taken quarterly in advance as it is an ongoing service.

**Our additional property management services are as follows:**

#### Management Inspections

We will undertake to inspect your property twice a year. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden or latent defects. A fee of £100 + VAT will be charged for any additional visits or inspections requested.

#### Repairs and Maintenance

For all managed properties, we will arrange for a gas safety certificate to be obtained from a CORGI registered engineer. There is no administration charge for properties managed by Copperstones Ltd for doing this.

We will deal with day-to-day management matters including all contact from your tenant such as telephone calls, emails, faxes and letters.

In the interest of your property upkeep we will attend to minor repairs and maintenance of the property and its contents that we consider necessary up to a maximum of £300.

We will contact you for permission to proceed if the cost of the work exceeds this amount (or another amount to be agreed in writing). However, in emergencies and where we consider it necessary, we will act to protect your interest without consultation.

If requested, we can obtain estimates for your consideration for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of work.

If the cost of any work exceeds £1000 an administration charge of 10% + VAT of the invoice will be made.

#### Payment of outgoings

If requested and where we hold sufficient funds, we will pay ground rents, service charges, insurance premiums and any regular outgoings from the rental income, as and when demands are received. We will always act in your best interests and we will question any obvious discrepancies, however we will pay accounts that we believe to be correct.

If we do not hold sufficient funds we cannot pay any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

A foat of £300 is required at the commencement and during the term of the management, to enable us to meet any expenditure on your behalf. If rent is collected quarterly a foat of £600 is required as we will be unable to replenish the foat from the rent should it have been used for outgoings.

#### Transfer of utilities

Providing that the landlord informs us of the names of suppliers and the relevant utility account numbers, and where the Tenancy Agreement states that the Tenant is responsible, Copperstones Ltd. will endeavour to notify

existing service providers and the local authority that the Landlord's accounts should be transferred into the Tenant's name.

Copperstones Ltd recommends that you also contact the relevant utility service providers and the local authority, as in many cases they will only take instructions from the account holder. Copperstones Ltd cannot accept liability for any losses suffered by the Landlord as a result of his failure to contact suppliers directly.

The utility companies and the local authority will send the relevant forms to the new occupier(s) to be completed and signed. It remains the Tenants' responsibility to ensure that a new account is opened in their name and Copperstones Ltd cannot be held liable if services are disconnected or are not transferred by the utility companies.

At the end of the tenancy, we will inform the utility companies and the local authority and request transfer of responsibility for the service accounts back to the landlord. We will pay bills received provided that there are sufficient funds held on the landlord's behalf when the property is re-let. Copperstones Ltd cannot be held liable should the service companies cut off the services for any reason.

#### Keys

In order to be able to manage your property effectively we require a full set of keys. These will be held in our Management Department under a secure system and made available to our approved suppliers or any other party authorised by you.

#### Dealing with third parties

Where requested Copperstones Ltd will liaise with the landlord's accountants, solicitors, managing agents, mortgagees and insurance companies.

#### Empty Properties

Our Management Service does not include the supervision of empty properties. Once a property is untenanted we cannot pay bills on your behalf or instruct contractors.

#### Refurbishment Services

We are able to advise on and project manage the redecoration and refurbishment of our clients properties to maximise their letting potential. A fee of 10% + VAT of the total contract price is payable for this service.

#### House-sitting

On occasion, it may be necessary to wait for a supplier or utility company to visit the property. We cannot be responsible for covering this waiting time, however, we can organise a house-sitting service at the rate of £30 + VAT per hour or part thereof.

#### Insurance

Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As such we are unable to arrange insurance on your behalf, to notify your insurers of claims or to complete documentation relating to those claims.

We will notify you where we believe that damage to your property has resulted from an insured risk and will also obtain estimates for repairing the damage, which can be supplied to the insurers. We can arrange for the repairs to be carried out upon your instruction via our refurbishment service.

#### Minimum Period of Appointment of the Property Management Service

The minimum period of our appointment to manage the property is three months. However should your circumstances change, the management agreement can be terminated after this period by either party giving one month's notice in line with the rent due date. In this event, we will revert to the lettings service only.

#### GENERAL SERVICES

##### Permissions and consents

The landlord warrants that:

Consent to let from his mortgagees, insurance companies and (where applicable) Superior Landlord has been obtained and that the tenant will be notified in writing of any conditions of letting imposed by the mortgage lender, insurance company and Superior Landlord, prior to the start of the tenancy

He has ensured that all the owners are named in the tenancy agreement and that he is authorized to give instructions on their behalf.

##### Commission and Interest

Any commission, interest or other income earned by Copperstones Ltd while carrying out our duties as agent for the letting and/or management of the property will be retained by us.

##### Outstanding Fees

The landlord agrees that where any of Copperstones Ltd fees or commission charges remain outstanding for more than 21 days, Copperstones Ltd may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments on this or any other of your properties on which Copperstones Ltd is instructed. In these circumstances we will notify you in advance.

##### Legal Proceedings

Copperstones Ltd cannot be held responsible for any legal proceedings for the recovery of rent or repossession of the property. We are able to appear before any Court or Tribunal, however this will be by special arrangement and subject to a fee for any such attendance of £300 per day, or part thereof. Copperstones Ltd will not accept service of legal proceedings on the landlord's behalf.

##### Incorrect Information

The Landlord warrants that all the information provided to Copperstones Ltd is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to Copperstones Ltd which causes us to suffer loss or causes legal proceeding to be taken, the Landlord agrees to reimburse and compensate Copperstones Ltd for all losses suffered.

##### Indemnity

The landlord agrees to indemnify Copperstones Ltd against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

##### Data Protection Act 1998

Where necessary, Copperstones Ltd may provide the Landlord and Tenant's current and future contact addresses to each other, to utility suppliers, local authorities, contractors, debt collection agencies or other interested parties.

##### Amendments/Variations

This contract constitutes the entire agreement between Copperstones Ltd and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Copperstones Ltd.

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

# Lettings

## Service Options

SERVICE	INTRODUCTION	MANAGEMENT
Protography (colour photos, slideshows, Floorplans etc)	Yes	Yes
Comprehensive marketing	Yes	Yes
Value Assessment	Yes	Yes
Finding a tenant	Yes	Yes
Obtaining references	Yes	Yes
Holding Deposit	Yes	Yes
Drawing up the tenancy agreement	Yes	Yes
Organising electrical safety inspection	Yes	Yes
Organising gas safety inspection	Yes	Yes
Arranging the check-in of the tenant at the start of the tenancy	Yes	Yes
Collection of rent	Yes	Yes
Transfer of utilities		Yes
Keyholding service		Yes
Arranging payment of outgoing		Yes
Arranging repairs and maintenance		Yes
24-hour call out service		Yes
One management inspection per year with full colour report		Yes
Managing the check-out process		Yes
Advisory services for Landlords		Yes
Negotiate Contract Renewal		Yes
Management while the property is vacant in-between tenancies		Yes