

TERMS
OF
BUSINESS

TERMS OF BUSINESS

("the Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord ") and Copperstones Limited (Company Number : 05084070) ("Copperstones" or "the Agent ") of 17-19 Crawford Place, London W1H 4LG. The Landlord should read this Agreement carefully . By signing this Agreement the Landlord accepts the Terms and Conditions set out in this Agreement together with the attached brochure ("the Brochure ") which forms part of the Agreement and sets out the full details of each Service , the rights and obligations of both parties in the Agreement and the Brochure and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this Agreement . Once signed , this Agreement will be legally binding on the Landlord. In the Agreement and the Brochure the word "Applicant" or " Tenant " means any person applying to rent the property or subsequently taking a Tenancy of it. The word " Property" means the Property address shown on the attached Confirmation of Instructions.

The Conditions of the Agreement

Introduction

Copperstones is a Lettings and Management Company who are able to provide a bespoke service to landlords and tenants due to their unique approach and location in the environs of the **Battersea Power Station development** and knowledge of the whole area . **They are the appointed letting agent of Battersea Power Station Development Company Limited ("BPSDC ")**. These close ties enable Copperstones to provide a high standard of service .Copperstones is a Member of the Association of Residential Lettings Agents. Fees and expenses are shown in the Brochure.

Copperstones will provide following Services: **Lettings and Rent**

Collection Service

1. Where possible , visit the Property and provide an assessment of the current market rent achievable;
2. Advertise the Property in various methods deemed suitable by Copperstones;
3. Take a holding deposit ("Holding Deposit) from the applicant and hold in compliance with the Tenants Fees Act 2019 the holding deposit being a maximum of one week 's rent. The Holding Deposit must be returned if the Tenancy does not proceed unless the applicant , - fails a right to rent check
- provides false or misleading information
- withdraws from the agreement within 15 days (Deadline for Agreement) of receipt of the holding deposit.
The Landlord's right to obtain compensation from a Holding Deposit is limited.
4. Accompanied viewings with all interested applicants;
5. Negotiate offers and advise the Landlord of all offers received in writing, usually email;
6. Take up references on the Landlord 's behalf and at the Landlord 's expense including all Right to Rent checks under the Immigration Act 2014 using a reference agency and forwarding them to the Landlord for approval . If Copperstones do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers at the Property;
7. Draft the tenancy agreement ("the Tenancy Agreement") the cost of which will be borne by the Landlord;
8. Copperstones will arrange for the Tenancy Agreement to be signed electronically by both the Landlord and the Tenant or sign the Tenancy Agreement as "Agent of the Landlord " (provided Copperstones have been given written authority for a senior person to sign the Tenancy Agreement on the Landlord 's behalf) which means the Landlord is bound legally to all conditions contained therein;
9. Advise it is the Landlord 's responsibility to notify the utility companies (telephone , gas, water , electricity , cable and alarm if applicable) and the local authority of the changeover of occupiers at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts;
10. Protect the deposit ("the Deposit") through the Tenancy Deposit Scheme ("TDS") and

13. Arrange an inventory ("the Inventory ") on behalf of the Landlord and the check in of the Inventory with the applicant ("the Applicant "). The cost of compiling the Inventory and the check in is borne by the Landlord;
14. Supply keys to the Tenant and have additional sets cut if necessary at an additional charge;
15. Provide instruction booklets for all appliances , together with information regarding the care of special surfaces if requested by the Landlord provided the Landlord has made the relevant instructions and booklets available to Copperstones;
16. Negotiate the renewal of the Tenancy at the end of the fixed Term if instructed by the Landlord;
17. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord. The Landlord will be charged an additional fee if Copperstones do not manage the Property;
18. Advise it is the Landlord's responsibility to arrange and pay for repairs if Copperstones do not manage the Property.
19. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit. Copperstones will not negotiate on the Landlord's behalf.

Lettings and Full Management Service

In addition to the above Service Copperstones will do the following:

1. Arrange transfer of the utilities provided full account details are held and the supplier will accept our instructions;
2. Handle all maintenance issues on a daily basis if cleared funds are held by Copperstones subject to any agreed financial limits;
3. Instruct contractors on the Landlord's behalf as the Agent of the Landlord. Payment of the invoices are the responsibility of the Landlord;
4. Pay outgoings such as ground rent and service charges if requested and funds are held by Copperstones;
5. Arrange visits to the Property approximately twice a year provided the Tenant grants access; Copperstones will inform the Landlord if access is refused and await further written instructions;
6. Arrange all repairs up to a limit of **£750.00** including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held;
7. Advise the landlord if any arrears arise. Copperstones cannot take Court proceedings on the Landlord's behalf;
8. Serve the legal Notice to end the Tenancy upon written request;
9. Negotiate and renew the Tenancy and draft the Agreement if both parties agree in writing;
10. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense;
11. Negotiate with the Tenant regarding any damage claims and make agreed deductions from the Deposit ; including forwarding any adjudication to TDS if relevant if a dispute arises unless either party disagrees;
12. Prepare the documents for adjudication if requested but subject to an additional charge;
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
14. Endeavor to obtain a forwarding address from the Tenant;
15. Advise that Copperstones can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;
16. Advise that the Management Service cannot be terminated until after the first six months' of the Tenancy by giving one month's notice.

Landlord's Undertakings

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses and costs;
2. Provide keys to Copperstones for the purpose of viewings;
3. Agree Copperstones may appoint a sub agent if this helps to let the Property;
4. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including for any additional occupiers if Copperstones do not manage the Property. Copperstones has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to Copperstones for inclusion within the Tenancy Agreement. Conditions cannot be added later;
6. Provide a copy of the head lease to ensure the Tenant complies with any conditions;
7. Provide copies of the relevant sections of buildings and contents insurance policies;
8. Comply with all safety regulations regarding electricity or furniture if applicable ; ensure all smoke alarms are in working order; that a risk assessment has been carried out for legionella ; and all blinds and curtains comply with current Regulations;

9. Compensate Copperstones for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Copperstones;
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. If the Property is jointly owned, each owner will be required to register. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will be deducted from all rent payments by Copperstones;
11. Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy;
12. Not to discriminate against any applicant, tenant or any employee of Copperstones. If discrimination occurs Copperstones can give immediate written notice to terminate the Agreement;
13. Confirm that Copperstones may receive interest, commission, or fees from contractors and prospective tenants while acting on the Landlord's behalf which will be retained by Copperstones;
14. To determine whether you need a property license and obtain such a license;
15. To provide Copperstones with full details of the requirements under which the license was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the License conditions;

Deposit

Copperstones hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected with the Tenancy Deposit Scheme ("TDS"). Full details of the TDS can be provided by Copperstones together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

General

1. These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it;
2. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for Copperstones will be the address specified upon page one of the Agreement;
3. Copperstones trades as a Limited company registered at Companies House at 17-19 Crawford Place, London W1H 4LG. The VAT number is **184 610 213**. Copperstones is a member of the Association of Residential Lettings Agents and subscribes to their Code of Conduct;
4. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. Copperstones is not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Copperstones or their employees;
5. 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 this Agreement against any individual director, partner, consultant, employee or agent of Copperstones 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 Copperstones for the acts or omissions of any of their partners, consultants, employees or agents;
6. Copperstones and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the consumer Rights Act 2015. Statements must be factually correct in all communications and BPSE must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to Copperstones any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. Copperstones are required under the above Regulations to disclose this information to interested parties;
7. Copperstones reserves the right to assign the rights and or obligations under this Agreement;
8. Copperstones may vary this Agreement by informing the Landlord in writing;
9. By appointing Copperstones, the Landlord agrees that Copperstones shall have sole agency ("Sole Agency") for eight weeks to market the Property which can be terminated by the Landlord giving Copperstones two weeks written notice otherwise Sole Agency will continue until either party give notice in writing;
10. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including **VAT at the prevailing rate of 20%** shown below which may change from time to time when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing

conducted by Copperstones sight of any marketing or advertising material produced by Copperstones or by Copperstones instructions by way of an introduction from an existing occupier for whom Copperstones has previously charged a commission through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Copperstones and the Landlord. All charges and fees are shown inclusive of VAT;

11. Commission will be paid at the same frequency as the rent is paid by the Tenant and remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Copperstones is the effective cause and for the period of time of any such renewal, extension or continuation of the Tenancy;
12. If the Tenant or any person associated with the Tenant purchases the Property the Landlord agrees to pay Copperstones **commission of 2.4% including VAT of the purchase price** inclusive of fixtures and fittings;
13. The service of notices on either party will be by hand delivery or first class post (deemed served two working days later). Emails will be deemed delivered immediately on leaving the outbox of the sender to the e mail address of either party provided from time to time. The address for service for the Landlord and Copperstones will be those specified in the Confirmation of Instruction to this Agreement;
14. There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has 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. Copperstones strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.
15. In order to comply with the 2018 Data Protection Legislation to prevent any unauthorised access to or use of personal data, Copperstones has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential, and will only use the personal information of the Landlord if fees are not paid and Copperstones wishes to refer the matter to a solicitor; or if Copperstones are specifically required to divulge the information by law; or to pass it to a government agency by law; or to comply with any terms of this Agreement. Full details of the Privacy Policy of Copperstones can be obtained from [the website at www.copperstones.com/privacy-policy/](http://www.copperstones.com/privacy-policy/)
16. Any interest accrued on monies that Copperstones hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs;

CONFIRMATION OF INSTRUCTION

Landlord: (Please print full name as appears on passport/name of company). If a joint Landlord details of all persons forming the Landlord should be included.

("the Landlord")

Property to be let: (full address including post code)

("the Property")

Contact Address of the Landlord/registered office address of company:

Telephone Home _____ Telephone Business _____

Mobile _____ Email Address _____

Section 48 address in England and Wales where the Tenant can serve Notices under the Landlord and Tenant Act 1987 if Copperstones do not manage the Property:

BANK DETAILS

(where you would like the rent to be paid)

Name of Account: _____

Sort Code: _____ **Account Number:** _____

Bank Name: _____ **Swift Code:** _____

IBAN: _____

Initials _____

I/We accept the Terms and Conditions and the Brochure which form part of the Agreement and I/we instruct Copperstones Limited to act on my/our behalf for the purpose of:

Lettings and Rent Collection Service

9.6% including VAT

Lettings and Full Management Service

15.6% including VAT

I/We am/are the only people with any interest in the Property.

I/We confirm that there are no major repairs, construction or maintenance work of which I/we are aware due to be carried out to the Property , any adjoining property or the building of which the Property forms part or any other facts or information that may affect a prospective tenant from renting the Property except as noted below:

Signed by the Landlord: _____

Print Name: _____ Date _____

Signed by the Landlord: _____

Print Name: _____ Date _____

Signed for and on behalf of Copperstones : _____

Name and Position Held: _____

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If the Landlord signs this agreement **away** from the offices of Copperstones under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason . The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Copperstones of their decision to cancel this contract by post to the address on page 1 of the Agreement, or email to lettings@copperstones.net The Landlord may use the Cancellation Notice below before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Copperstones is informed about the decision to cancel this contract. Under the Cancellation Regulations Copperstones cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Copperstones begin the service in writing by signing below:

Cancellation Notice: Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Copperstones Limited 17-19 Crawford Place, London W1H 4LG or email to lettings@copperstones.net

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of

Business . Name(s) _____

Address: _____

Signature(s): _____

Date: _____

Initials _____

SCHEDULE OF COMMISSION FEES AND CHARGES

- | | |
|--|---|
| 1. Lettings and Rent Collection Service | 9.6% including VAT |
| 2. Lettings and Full Management Service | 12% including VAT |
| 3. Short term Letting and Rent collection service | 24% including VAT |
| 4. Preparation of an Extension Agreement for the Tenancy | £50 including VAT |
| 5. Preparation of an Inventory Check in by an Inventory Clerk: | <ul style="list-style-type: none"> - Studio £100 including VAT - 1 Bed £110 including VAT - 2 Bed £140 including VAT - 3 Bed £160 including VAT - 4+Bed £200 including VAT |
| 6. Maintenance Fee | Call out fee £95 incl.VAT per hour.
All other maintenance charges on
invoiced basis |
| 7. Sales Commission if Tenant purchases the Property | 2.4% including VAT of purchase price |
| 8. Property visits during a void period for each visit | £144 including VAT |
| 9. Preparation of documents for Court proceedings or TDS adjudication | £120 including VAT /hour |
| 10. Attendance by Copperstones at Court or a tribunal on behalf of the Landlord plus the reasonable costs and expenses of Copperstones | £300 including VAT /hour |
| 11. Cost of specialist advertising or brochures: details upon request but subject to additional charges | |

Initials _____