



LETTINGS TERMS & CONDITIONS OF BUSINESS, FEES & EXPENSES

At Fields of Shifnal we pride ourselves on being upfront about our commission, fees and terms of business, so you know right from the outset exactly what you will be paying for.

This document sets out the standard terms and conditions under which Fields of Shifnal will act for Landlords as agents in the letting and management of residential Property. The terms are, necessarily, quite detailed and precise. However, if any further clarification is required, the Landlord is requested to contact a member of Fields of Shifnal's staff. Any variation must be confirmed in writing.

Definitions

- i. Rent means any payment to be made by the Tenant or the agent of the Tenant for the use of the Property whether expressed to be rent, a premium or any other form of payment whether paid directly by the Tenant or his agent or gained from other means such as deductions from the deposit.
- ii. Landlord means the owner or joint owners of the Property or the person duly authorised to instruct Fields of Shifnal to provide services within these Terms and Conditions.
- iii. Tenant means any one or more individuals or corporate entities named as Tenant in the Tenancy Agreement or Lease.

iv. Property means the Property to be let. For the avoidance of doubt the Property including the garden, boundary walls and sheds or garages that are contained within the boundary, unless specifically excluded on the Tenancy Agreement.

v. Commission means the commission or fees, details of which are set out in Section A of these Terms and Conditions of Business.

vi. Fields of Shifnal means Fields of Shifnal Ltd, (trading as Fields of Shifnal Ltd).

vii. Tenancy (whether a fixed or periodic) means and shall include any extension or renewal whether by way of memorandum, agreement or otherwise.

viii. Sole Agency means that the Landlord will be liable to pay remuneration to Fields of Shifnal in addition to any other costs or charges agreed, if at any time the Landlord enters into a Tenancy with a Tenant introduced by Fields of Shifnal during the period of Fields of Shifnal sole agency or with whom Fields of Shifnal had negotiations about the Property during that period, or with a Tenant introduced by another agent during that period.

ix. Fee means Fields of Shifnal fee for their services which can be paid either:

a. By deduction of the commission monthly from the rent payable by the Tenant;

or b. By payment in full and in advance upon the commencement of the Tenancy or extension/renewal of the Tenancy.

SECTION A

SUMMARY OF SERVICES AND FEES

The Landlord is responsible for paying our commission and fees when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of:

- a. a viewing conducted by Fields of Shifnal i.e.;
- b. sight of any marketing or advertising material produced by Fields of Shifnal or by instructions from Fields of Shifnal;
- c. by way of an introduction from an existing occupier for which Fields of Shifnal has previously charged a commission; or
- d. through the work of yourself or any other agent where this occurs during the period of sole agency;
- e. through the work of yourself where this occurs during the period of multiple agency

1.0 LETTINGS AND RENT COLLECTION SERVICE

1.1 Fields of Shifnal commission fee is 9% plus VAT of the total rent payable or a minimum of £65.00 plus VAT (**£78.00 including VAT**) per calendar month whichever is the greater. For tenancies extending or renewing beyond the original term, including periodic tenancies, and whether or not Fields of Shifnal are involved in the negotiation of such renewal, Fields of Shifnal commission fee is 10% plus VAT of the rent payable. In the event of rent default at any time during the Tenancy, an invoice will be dispatched separately. Our fee will be paid in accordance with your preferred option.

1.2 Where a Tenancy Agreement provides for a Tenant to exercise a right to terminate the Tenancy earlier than the full term provided by the Tenancy Agreement (a "break clause") and the Tenant exercises such a right and terminates the Tenancy early, Fields of Shifnal will refund any remuneration already paid to Fields of Shifnal by the Landlord on

a pro-rata basis for the unexpired period of the Tenancy. Where, for any reason, the Landlord permits the Tenant to terminate the Tenancy or in any way releases the Tenant from the Tenant's obligations outside of the terms set down in the Tenancy Agreement, or the Tenant terminates the Tenancy early due to the actions or lack of action of the Landlord, the Landlord shall not be entitled to any refund of fees from Fields of Shifnal for any period prior to the earliest date upon which the Tenant could have exercised a right to end the Tenancy.

1.3 By signing the Confirmation of Instruction form the Landlord gives Fields of Shifnal the authority to deduct commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any Property owned by the Landlord where Fields of Shifnal is or were acting on the Landlord's behalf.

1.4 In providing our Lettings and Rent Collection Service, Fields of Shifnal will:

1.4.1 Rent – Advise on the achievable market rent.

1.4.2 Tenancy Agreement - Fields of Shifnal will draw up the appropriate Tenancy Agreement and counterpart together with any relevant Notices (upon written instruction). The cost of an Agreement is £120.00 plus VAT (**£144.00 including VAT**) and is applicable for each Tenancy and subsequent renewal. The drawing up and serving of Notices is charged at £100.00 plus VAT (**£120.00 including VAT**) each. These charges are in addition to our Lettings and Rent Collection Service.

1.4.3 Property Improvements – Advise on any improvements necessary to achieve the best possible rent.

1.4.4 Statutory Obligations – Advise on statutory obligations e.g. Gas Safety Record, Energy Performance Certificate, Safety Regulations etc.

1.4.5 Marketing – Provide a comprehensive marketing campaign including advertising in appropriate newspapers, circulating details of the Property to all suitable applicants and free insertion on Fields of Shifnal's website and other appropriate portals.

1.4.6 Regular Feedback – Fields of Shifnal will update the Landlord on a regular basis as to the marketing of the Landlord’s Property.

1.4.7 Viewings – Arrange viewings and accompany prospective tenants around the Property.

1.4.8 Negotiation – Negotiate the terms of the Tenancy between the Landlord and the prospective tenant.

1.4.9 Tenant References – Once Fields of Shifnal has found a tenant, Fields of Shifnal will apply for appropriate references and contact the Landlord for approval to proceed. It is Fields of Shifnal’s usual practice to use the services of recognised credit referencing agencies wherever possible.

Under Section 22 of the Immigration Act 2014, all Landlords in England are required to carry out Right to Rent checks for new tenancies to determine whether occupiers aged 18 and over have the right to live in the UK legally. When preparing the Tenancy Agreement, Fields of Shifnal will collect the relevant documents from the Tenant and occupier; confirm the Tenant’s Right to Rent with the Landlord and store copies of the documents in line with the regulations.

Where the initial check shows that a person has the right to be in the UK for a limited time, a follow up check must be made prior to the expiry date of the Tenant’s right to be in the UK, or 12 months after the original check, whichever is the later. Fields of Shifnal will inform the Landlord in writing when this check needs to be made at the start of the initial Tenancy. If the Landlord has instructed Fields of Shifnal’s Comprehensive Property Management service, Fields of Shifnal will conduct the follow up check in line with the regulations. If required Fields of Shifnal will also make a report to the Home Office.

If the Landlord has not instructed Fields of Shifnal Comprehensive Property Management service, the responsibility of continuing to check the Tenant’s and new or existing occupiers’ Right to Rent will remain with the Landlord. Fields of Shifnal will have no liability if the Landlord does not comply with the regulations. The Landlord must obtain, check and copy one or more original documents that demonstrate the Right to Rent in the UK for all adult occupiers during the Tenancy or at the start of any renewal or the continuation as a periodic Tenancy for the Property, in the presence of the holder. Acceptable documents include a UK passport, a permanent residence card, or a travel document showing indefinite leave to remain in the UK. The full list of documents can be found here: www.gov.uk/government/publications/rules-and-acceptable-documents-right-to-rent-checks.

If the Landlord's follow up check shows that the person no longer has the right to be in the UK, the Landlord must make a report to the Home Office using: www.gov.uk/report-immigration-crime.

The Landlord may be fined up to £3,000 per occupier if renting a Property to someone who is not allowed to stay in the UK and/or they cannot show that the Tenant's or occupier's documents proving the Right to Rent were checked. The Landlord may also be fined if they do not make a follow up check and/or do not report a Tenant or occupier whose limited time stay has run out to the Home Office: www.gov.uk/penalties-illegal-renting.

The Immigration Act 2016 became law in May 2016. Under this Act it will be a criminal offence for which the penalty is imprisonment or a fine to rent the Property to a person whom the Landlord knows or believes is residing in the UK illegally. If the Secretary of State at the Home Office informs the Landlord that a tenant is residing in the UK illegally the Landlord will be expected to terminate the Tenancy. If the Landlord is not using the Fields of Shifnal Comprehensive Property Management service, it will be the responsibility of the Landlord to ensure that all occupiers in the Property have the legal right to reside in the UK.

1.4.10 Inventory & Check in – Arrange on the Landlord's behalf for the preparation of a photographic inventory and check in prior to the commencement of the Tenancy. Fields of Shifnal will notify the Landlord in advance of any additional charge before proceeding. If an inventory is not prepared the Landlord could jeopardise any claim on the deposit. Fields of Shifnal reserves the right to reject any Landlord should the Landlord refuse to have a professionally compiled independent inventory. Where Fields of Shifnal are holding the deposit on behalf of the Landlord they will insist on an independent inventory being compiled. The Landlord should note that the inventory companies are independent of Fields of Shifnal and Fields of Shifnal cannot accept any responsibility for their error or omissions.

1.4.11 Deposit – If applicable collect and hold an amount equal to six weeks' rent as deposit paid by the Tenant against damages and breach of contract. The deposit is held by Fields of Shifnal as 'Stakeholder' which means that written consent must be received from both parties (Landlord and Tenant) before any deductions or transfer of the monies can be made. Fields of Shifnal is a member of the My Deposit Scheme, one of the statutory schemes set up under the Housing Act 2004. No interest will be payable to either the Tenant or the Landlord on deposit monies held by Fields of Shifnal.

1.4.12 The Gas Safety (Installation And Use) Regulations 1998 - In accordance with current Regulations, the Landlord is legally obliged to have all gas equipment flues, pipe-work and meters safety checked by a Gas Safe registered engineer before the start of the Tenancy and annually thereafter. A copy of the Safety Certificate must be given to the Tenant before he or she moves in and after each subsequent annual inspection. The Regulations also stipulate that any work, maintenance or repair carried out to gas appliances, flues, meters and pipe-work must be done by Gas Safe Register engineers.

If Fields of Shifnal is not provided with a valid certificate prior to the commencement of the Tenancy, we reserve the right to appoint a Gas Safe Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The costs incurred, together with Fields of Shifnal additional administration charge of £50.00 plus VAT **(£60.00 including VAT)**, will be debited from the Landlord's account. If Fields of Shifnal is not managing the Property, arrangements for the renewal of the gas safety certificate must be made by the Landlord on an annual basis with a qualified gas engineer. It is a criminal offence not to hold a current gas safety certificate. Fields of Shifnal has no liability if the Landlord is in breach of the Regulations. If the Tenant is not in receipt of a current Gas Safety Certificate, then a valid Section 21 Notice to obtain possession cannot be served. If Fields of Shifnal does not manage the Property we have no liability for such an omission.

1.4.13 Energy Performance Certificate (EPC) – Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 from 1 October 2008 it is a legal requirement to provide any prospective applicant for a Tenancy of the Landlord's Property with an Energy Performance Certificate carried out by a qualified Domestic Energy Assessor. Failure to supply one is a criminal offence punishable by a fine. Fields of Shifnal must provide any prospective applicant with an EPC when Fields of Shifnal provides them with written details of the Landlord's Property or when they first view it, whichever occurs first. If the Landlord already has an EPC (for example because the Landlord has recently purchased the Property) the Landlord should supply Fields of Shifnal with a copy. Otherwise it will be necessary to order one. Fields of Shifnal can arrange for an EPC to be carried out on your behalf in order to avoid any delays letting your Property. The cost of an EPC will be £90.00 plus VAT **(£108.00 including VAT)**. Alternatively, the Landlord may source an EPC themselves. The Landlord should note that Fields of Shifnal is unable to market the Landlord's Property until Fields of Shifnal has an EPC. A valid Section 21 Notice cannot be served unless the Tenant is in receipt of an EPC.

Fields of Shifnal have no liability if the Property is not managed and the Tenant alleges an EPC has not been served.

1.4.14 Rent Collection – Receipt of rent on the Landlord’s behalf. The demand of rent in the absence of payment which will take the form of a series of telephone calls, emails and letters to the Tenant requesting payment. The provision of a Rent Demand Service does not include taking legal action against the Tenant regarding late or non – payment of rent. If the rent is paid late or there is non-payment of rent, the Landlord will be notified at the earliest possible opportunity.

The Landlord will still be liable for Fields of Shifnal’s commission and fees and agrees to submit payment by bank transfer or cheque upon written demand. No interest will be payable to either the Tenant or the Landlord on rent monies held by Fields of Shifnal. It will be the Landlord’s responsibility to instruct solicitors and to pay their fees and expenses.

The Landlord agrees to compensate us within seven working days of receipt of a statement of account for payment of all claims, costs, and expenses incurred as a result of repayments made by Fields of Shifnal on the Landlord’s behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Tenant.

The Landlord should set up a facility with their bank to ensure payment of all regular out-goings to take account of alterations to the rent payment dates, void periods or failure by the Tenant to pay any sums due.

1.4.15 Transfer of Rent - net of any agreed deductions, to the Landlord, as directed, such obligation to be limited to the rent actually received by Fields of Shifnal from the Tenant in cleared funds.

1.4.16 Statement of Accounts - Submit monthly statements of accounts, where there has been account activity, by email where possible otherwise in hard copy by post.

1.4.17 Taxation – The Landlord will be liable to declare the income for tax assessment arising from letting the Property and informing Her Majesty’s Revenue and Customs ("HMRC") that you are letting the Property. There are a number of allowances that can be claimed against this income. The Landlord should seek advice on these allowances from his accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. The Landlord must also keep all invoices for six years for tax purposes.

You should be aware Fields of Shifnal forward a form to the HMRC annually detailing all landlords whose Property has been let and the rental income received, regardless of the country of residence of that landlord.

Landlords Resident outside the UK – The Non-resident Landlords Scheme is operated by HMRC and is a scheme for taxing the UK rental income of non-resident landlords. The scheme requires UK letting agents to deduct basic rate tax from any rent collected. The Landlord is considered to be non-resident if the Landlord's usual place of abode is outside the UK, or the Landlord is absent from the UK for a period of more than six months in any financial year (April 6th to April 5th in the following year).

The Landlord can apply to HMRC for approval to receive rent with no tax deducted. If the Landlord's application is successful then once Fields of Shifnal has received written confirmation of the exemption in the form of an NRL8 letter, Fields of Shifnal will pay the Landlord the rent without deducting tax. Even though the rent may be paid to the Landlord with no tax deducted, it remains liable to UK tax and the Landlord must include it on their tax return. Where a non-resident Landlord has not provided Fields of Shifnal with the necessary approval from HMRC, Fields of Shifnal will charge £75.00 plus VAT (**£90.00 including VAT**) for each quarterly return that Fields of Shifnal submits to HMRC. Fields of Shifnal will also complete an annual return and send the Landlord a certificate showing the amount of tax that Fields of Shifnal has paid to HMRC on the Landlord's behalf. A fee of £100.00 plus VAT (**£120.00 including VAT**) will be charged for this service. No interest will be paid to Landlord's on tax retentions held by Fields of Shifnal. Where Fields of Shifnal does not deduct tax which should have been deducted under the scheme Fields of Shifnal is entitled to recover this money from the Landlord at a later date, along with any other costs that are imposed on Fields of Shifnal by HMRC as a consequence.

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

1.4.19 Arrangement of Works – Fields of Shifnal can, where instructed by a Landlord, arrange

works on properties not under the management service. These works will be subject to an administration charge of £50.00 plus VAT (**£60.00 including VAT**) or 10% plus VAT (**12% including VAT**) of the total cost of the work whichever is the greater in addition to the costs of the contractor.

2.0 LETTING AND RENT PROTECTION SERVICE

2.1 Fields of Shifnal commission fee is 14% plus VAT (**16.8% including VAT**) of the total rent payable or a minimum of £75.00 plus VAT (**£90.00 including VAT**) per calendar month whichever is greater.

For tenancies extending or renewing beyond the original term, including periodic tenancies, and whether or not Fields of Shifnal are involved in the negotiation of such renewal, Fields of Shifnal commission fee is 14% plus VAT (**16.8% including VAT**) of the rent payable. In the event of rent default at any time during the Tenancy, an invoice will be dispatched separately. Our fee will be paid in accordance with your preferred option.

2.2 In providing a Rent Protection Service, Fields of Shifnal will, in addition to the services outlined in paragraph 1.0 above carry out the following:

2.2.1 Rent Protection – In support of Fields of Shifnal service for vetting prospective tenants' financial and general credit worthiness, if it turns out that the Tenant falls into rent arrears for reasons outlined within the Rent Insurance policy provided by the affiliated insurer, Fields of Shifnal provides rent protection and assures the payment of certain limited rent for the Landlord and will procure that this rent is paid to the account of the Landlord. Fields of Shifnal commitment to the Landlord is that in the event that within 12 months of the start of the Tenancy being the date upon which the Tenancy Agreement is stated to commence and provided that the date is within 60 days of the effective date of the reference certificate, there is any default in payments of the Tenant's referenced share of the monthly rent or part thereof, we will pay monthly the following, in arrears:

- Rent up to a maximum amount of £5,000, and which the Tenant is referenced for, per calendar month;
- Total rent up to a maximum of £20,000, or the equivalent of 12 month's rent, or until vacant possession has been gained, whichever is earlier (after an excess deduction of one month's rent);

- Up to a maximum of £25,000 for legal costs and expenses for the repossession of the Property and rent recovery.
- Payments will be made subject to any outstanding charges due from the Landlord. In the event of payments being made under this warranty, all rights of the Landlord to receive such sums shall be, and by signing this Agreement authorised to be, subrogated to Fields of Shifnal in order to effect recovery of sums paid (in the name of the Landlord if necessary or expedient). Recovery of rents paid out shall be at the discretion of Fields of Shifnal. Where a deposit has been taken on Rent Protection instructions and the Tenant has fallen into rent arrears during the Tenancy, the Landlord must provide properly receipted invoices/receipts to show actual expenditure in respect of damage or losses due to breach of the Tenancy Agreement. The sum of the acceptable invoices will be allowed as a deduction from the deposit with any remaining money to be paid to Fields of Shifnal for any rental shortfall.

2.0 FULL LETTINGS AND COMPREHENSIVE PROPERTY MANAGEMENT SERVICE

3.1 Fields of Shifnal commission fee is 10% plus VAT of the total rent payable or a minimum of £105.00 plus VAT (**£126.00 including VAT**) per calendar month whichever is greater. For tenancies extending or renewing beyond the original term, including periodic tenancies, and whether or not Fields of Shifnal are involved in the negotiation of such renewal, Fields of Shifnal's commission fee is at 12% plus VAT (**20.4% including VAT**) of the rent payable. In the event of rent default at any time during the Tenancy, an invoice will be dispatched separately. Our fee will be paid in accordance with your preferred option.

3.2 It is the Landlord's duty to inform all the appropriate companies who provide services to the Property (insurance, utility providers, service charges etc.) of Fields of Shifnal standing. The word "management" shall be construed as those items, which Fields of Shifnal consider reasonably necessary to maintain the Property and the Landlord's fixtures, fittings and contents in good habitable condition as at the commencement of the Tenancy. Unless previously agreed, this word does not cover improvements to the Property or its contents or structural alterations.

3.3 In providing a Full Lettings and Comprehensive Property Management Service, Fields of Shifnal will, in addition to the services outlined in paragraphs 1.0 and 2.0 above:-

3.3.1 Payment of Contractors – Pay from rent received such outgoings as ground rent, insurance premiums, service charges, maintenance contracts etc. (on receipt of demand), where Fields of Shifnal hold sufficient funds on the Landlord's behalf. Fields of Shifnal can only make payments on the Landlord's behalf to a contractor who is registered with the HM Revenue and Customs and or to a limited company incorporated in the UK. Although Fields of Shifnal will use their best endeavours to query any obvious discrepancies as they are discovered, Fields of Shifnal must emphasise that Fields of Shifnal are entitled to accept and pay on the Landlord's behalf demands and accounts which appear to be correct. Whilst Fields of Shifnal will use a Landlord's nominated contractor Fields of Shifnal reserves the right to use Fields of Shifnal contractors in the event that Fields of Shifnal is unable to contact the Landlord's contractor or where the Landlord's contractor does not respond to Fields of Shifnal request within a reasonable timescale or in an emergency; or provide Fields of Shifnal with copies of their professional qualification and public liability insurance. When instructing contractors Fields of Shifnal instruct as agent of the Landlord; which means that the liability for the payment of the contractor remains with the Landlord. If Fields of Shifnal does not hold sufficient funds belonging to the Landlord to pay a contractor, the contractor will apply direct to the Landlord for payment. In many cases a call-out charge may be applied by contractors when visiting a Property to assess the required works, without any works necessarily being carried out. These charges can vary between contractors and the Landlord will be liable for these charges.

3.3.2 Purchase of Items for Property – Fields of Shifnal as access to suppliers who can deliver common household items to the Property. If, however, you require Fields of Shifnal to purchase items from a specific source then our time on this will be charged at £50.00 plus VAT (£60 including VAT) per hour or part thereof.

3.3.3 Transfer of Utilities – Endeavour to notify service companies at the commencement of the Tenancy of the change of occupier, provided we have been given the name and address of the supplier and the account number. Fields of Shifnal cannot be held responsible for any failure on the part of any of the services in complying with Fields of Shifnal request.

Fields of Shifnal is unable to arrange the transfer of the telephone service, as the direct instruction of the account holder is required. Fields of Shifnal recommends that the Landlord contact the telecommunications company at least fourteen days before the start of the Tenancy to close the account. The Flood and Water Management Act 2011 states that if a forwarding address of a Tenant is not provided to the water company at the end of the Tenancy the Landlord will have the liability for payment. Fields of Shifnal will use best endeavours to obtain an address if the Property is managed. However, the Landlord must obtain the forwarding address if the Management Service is not used. Fields of Shifnal has no liability if the Landlord has to make any payment.

3.3.4 Council Tax – Where practical we will notify the local authority of the change of occupant for the purposes of Council Tax liability or any charge which may replace it.

3.3.5 Property Visits – Fields of Shifnal will carry out an initial visit to the Property during the first three months of the Tenancy and then visits will take place at approximately six-monthly intervals thereafter provided the Tenant grants access. If the Tenant fails to grant access Fields of Shifnal will inform the Landlord who should take legal advice and inform Fields of Shifnal of any action to be taken. Additional visits incur charges of £50.00 plus VAT (**£60.00 including VAT**) for each visit. A visit to the Property is to investigate defects which come to Fields of Shifnal notice, or are brought to Fields of Shifnal 's attention by the Tenant. It should be appreciated that any such visits and assessments would be of a cursory nature and would only embrace obvious defects. A structural or other survey by a qualified body can be arranged subject to an additional fee. Fields of Shifnal does not accept any responsibility for latent or hidden defects or for failure to notice anything concealed from Fields of Shifnal representatives. Any written or other report is prepared solely for the Landlord's benefit and is not a warranty as to the state or condition of the Property.

3.3.6 Access for Contractors – Where Fields of Shifnal is required to accompany non-Fields of Shifnal contractors, utility companies etc. to a Property a charge of £50.00 plus VAT (**£60.00 including VAT**) per hour will be charged to the Landlord.

3.3.7 Routine Works and Working Floats – Fields of Shifnal will deal with routine management matters including minor works up to £400.00 including VAT for any one item without further instruction from the Landlord.

In order to provide such service, Fields of Shifnal will set up a float (not less than £500.00 when monthly rental payments are received, not less than £600.00 when quarterly rental payments are received and not less than £800.00 when rent is paid six months in advance) from the initial payment of rent and maintain it at the agreed level from subsequent net rents passing from the Tenant to the Landlord. Fields of Shifnal reserves the right to instruct any works for repairs or lack of repair which are the Landlord's obligation under the terms of the Tenancy Agreement. Any costs will be recouped out of rent collected on the Landlord's behalf.

3.3.8 Works Requiring Authority – Fields of Shifnal will deal with matters of redecoration, renewal, replacement or repair between £300.00 and £500.00 with the Landlord's written authority (save in the case of emergency and/or when it is impractical to do so). Following the Landlord's written approval of written estimates, Fields of Shifnal will organise and inspect works in excess of £500.00 for an additional administration and arrangement fee of 10% plus VAT (**12% including VAT**) of the invoiced costs of works, such charges to be deducted from any monies received by us on the Landlord's behalf unless payment is received from the Landlord direct. In certain circumstances Fields of Shifnal may advise that a surveyor is appointed to supervise or inspect works. The costs are payable by the Landlord.

3.3.9 Insurance Claims – Fields of Shifnal will progress any insurance claim relating to the Property on the Landlord's behalf providing the Landlord has already lodged the claim with the insurance provider. If supervision of repairs or redecoration is required an additional fee of 15% plus VAT (**18% including VAT**) of the cost of the works would be applicable as outlined in 3.3.8 above.

3.3.10 Commission & Interest – Any commission, interest or other income earned by Fields of Shifnal while carrying out our duties as agent for the letting and/or management of the Property, for example, by referrals to contractors or inventory clerks, will be retained by Fields of Shifnal. Fields of Shifnal normally receives commission of **12% including VAT** from all and any contractor invoices presented to us for payment (where the works have been arranged by and/or the contractor has been introduced by Fields of Shifnal).

3.3.11 Damages and Reimbursement Deposit – Put in hand any cleaning and repair works arising out of the schedule of damages and reimbursement in 3.3.5 above (subject to availability of funds held on the Landlord's behalf) and obtain estimates for major works if appropriate. Fields of Shifnal will submit them to the Landlord and Tenant, requesting agreement on what amount is to be deducted from the damages and reimbursement deposit.

If Fields of Shifnal has been unable to reach agreement with both parties and where Fields of Shifnal hold a monetary deposit, within two months of this submission to either party Fields of Shifnal has the right to refer the matter to My Deposits for adjudication.

3.3.12 Appointment as Managing Agents – Fields of Shifnal are appointed as Managing Agent by the Landlord for the Management of the Property, unless otherwise agreed in advance in writing, for the duration of the Tenancy as defined in these Terms & Conditions of Business, subject to a minimum three-month instruction period and giving two months' written notice to terminate from either side. In the event of such notice being given, Fields of Shifnal will remain entitled to commission, including renewals for the Rent Protection Service as defined above.

3.3.13 Change of Tenancy – Fields of Shifnal will pay from rent received any cleaning or minor repairs on a change of Tenancy during Fields of Shifnal continued appointment as Managing Agent.

3.3.14 Rents and Taxes – Pay current outgoings out of rent received such as ground rent, council tax, and any service charge and/or maintenance charge or similar contribution to a shared expense, and account to the Landlord regularly, provided that Fields of Shifnal are notified in advance and the demands or invoices are subsequently forwarded to Fields of Shifnal. Fields of Shifnal can only make payments if Fields of Shifnal hold cleared funds on the Landlord's behalf. Fields of Shifnal cannot be held liable for any loss if Fields of Shifnal is not in receipt of cleared funds unless it is due to Fields of Shifnal negligence or breach of contract.

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

3.3.16 Major Problems – If any major problems occur Fields of Shifnal will arrange at the Landlord's expense, for a surveyor to inspect and submit a report and thereafter, if authorised, supervise any work considered necessary and approved by the Landlord in line with 3.3.8 above or advise the Landlord to instruct the surveyor or other relevant professional to supervise. The Landlord will be liable for all professional fees incurred.

3.3.17 Correspondence – Fields of Shifnal will handle all necessary and normal correspondence with the Landlord’s Tenant and also third parties on matters relating to the Management of the Property. It will not include the active prosecution on the Landlord ’s behalf of any issue which for whatever reason has developed beyond a mere difference of opinion into what Fields of Shifnal regards as a dispute with the Tenant or any third party which will be referred to the Landlord for instructions and any necessary action taken by the Landlord.

3.3.18 Deposit Disbursement – In accordance with My Deposits negotiate the cost of damage and losses for breach of contract (if any) between the Landlord and the Tenant. This service is dependent on the Landlord having a professional inventory check-in and check-out of the Property, which has been accepted by Fields of Shifnal.

3.3.19 Legal Instruction - Should it become necessary to take legal action in respect of the Tenancy, the Landlord will be responsible for instructing a solicitor and for all fees arising.

3.3.20 Marketing at the End of the Tenancy – By appointing Fields of Shifnal as the Managing Agent the Landlord agrees that during the last two months of the Tenancy Fields of Shifnal will be the sole agent for re-letting the Property. The Landlord cannot instruct any other agent during this period. If another agent is instructed who subsequently lets the Property, the Landlord may be liable for two sets of fees.

SECTION B

ADDITIONAL SERVICES

4.0 Transfer of Utilities - Fields of Shifnal work in Partnership with Utility supply companies. When the Property is let gas and electricity will be provided or will be in the process of being provided by one of the suppliers recommended to us. However, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that the letting agent may pass the Landlord's name and contact details to one of these suppliers for the purposes of:

- Registering the gas and electricity meters at the Property in the Landlord's name; providing gas and electricity to the Landlord; and administering the Landlord's account;
- Registering the Landlord with the relevant local authority for the payment of council tax; and
- Registering the Landlord with the incumbent water supplier to the Property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

These suppliers may use the Landlord's details only for the purposes set out above and not in any other way. These suppliers will comply with its obligations as a data controller under the Data Protection Act 1998 and will handle the Landlord's data in the manner set out in their standard terms and conditions and/or privacy notice. If the Landlord has any questions regarding details or use of the Landlord's data held by one of these companies, we can supply contact details as appropriate.

Should a Landlord not wish to use a separate supplier, and they have provided the necessary information, such as name of suppliers and utility account numbers, Fields of Shifnal will notify, in writing, the existing service providers and the local authority of the Tenant's or Landlord's liability (where appropriate) for payment of the services and council tax at either the start or end of the Tenancy.

A fee of £50.00 plus VAT (**£60.00 including VAT**) per utility provider contacted will be charged by Fields of Shifnal. This service is free to Landlord's instructing Fields of Shifnal on our Comprehensive Property Management service.

The Landlord should note clause 3.3.3 and the liability for payment of the final water bill if a forwarding address for the Tenant is not provided to the water supplier. Fields of Shifnal accepts no liability for charges incurred where the local authority or service provider has not acted upon Fields of Shifnal instruction. The water companies have now provided a website called Landlords TAP for registration of the name and address of the current account holder for the water at the Property. It is the Landlord's responsibility to ensure the information is current to prevent any liability arising relating to water charges.

4.1 Refurbishment - Fields of Shifnal can arrange and supervise redecoration and/or refurbishing of a Property. If Fields of Shifnal undertakes this work, a fee of 15% plus VAT (**18% including VAT**) of the total cost of the work will be charged by Fields of Shifnal. Fields of Shifnal must hold cleared funds including fees before the work can be arranged.

4.2 Redirection of Mail - Redirection of mail can be arranged officially through the Post Office's website at www.royalmail.com for a fee. Due to Post Office regulations (Postal Services Act 2011), Fields of Shifnal is unable to provide a mail forwarding service. Neither Fields of Shifnal nor any Tenant can be held liable for any mail addressed to the Landlord that may be sent to the Property, or for any costs or charges incurred by the Landlord due to the none receipt of the aforementioned mail.

4.3 Consent to Let - It may be necessary to obtain the consent to the letting of the Property from the mortgage lender or superior Landlord of the Property. Fields of Shifnal is happy to apply for such consent on the Landlord's behalf, at a charge per application of £30.00 plus VAT (**£36.00 including VAT**). This is in addition to any fee the mortgage lender or superior Landlord of the Property may charge. The Landlord must provide Fields of Shifnal with any special conditions of the lender prior to Tenancy commencing. Conditions and special clauses cannot be added at a later date.

4.4 Proof of Ownership - Under the Money Laundering Regulations 2007, Proceeds of Crime Act 2002 and the Serious Crime Act 2015 Fields of Shifnal are required to 'know your client'. If the Landlord is unable to provide proof of the Landlord's ownership of the Property Fields of Shifnal will be happy to contact the Land Registry for the information on the Landlord's behalf, at a charge of £10.00 plus VAT (**£12.00 including VAT**) per application. Fields of Shifnal also needs to see 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 which must be less than three months' old.

4.5 Vacant Management Service - It should be noted that Fields of Shifnal Comprehensive Property Management service does not apply when the Landlord's Property is vacant. During void periods between tenancies, while the Property is being re marketed and if instructed by the Landlord in writing to the Property Management department a minimum of 28 days prior, Fields of Shifnal will continue to manage the Property at a charge of £50.00 plus VAT (**£85.00 including VAT**) or 6% plus VAT (**7.2% including VAT**) of the previous rent achieved whichever is the greater, payable in advance. In addition, Fields of Shifnal can manage the Landlord's Property before it is let or if the Landlord merely wishes to leave it unoccupied for a monthly fee of £50.00 plus VAT (**£85.00 including VAT**) or 6% plus VAT (**7.2% including VAT**) of the previous rent achieved or rent quoted whichever is the greater. This service does not include property visits which will be charged at the rate detailed in clause 3.3.5 above and conducted only upon written instruction from the Landlord.

The Landlord should be aware that most insurance policies contain stipulations and conditions concerning vacant and empty properties. A copy of any special conditions relating to vacant property should be given by the Landlord to Fields of Shifnal prior to the start of the Tenancy to ensure that they are given to the Tenant or the relevant clause within the Tenancy Agreement amended to take account of the actions or prohibitions specified within the policy.

Fields of Shifnal does not accept any responsibility for damage caused to the Property by fire, flood or theft whilst the Property is vacant, unless it is due to Fields of Shifnal's negligence or breach of contract. Should the Landlord wish Fields of Shifnal to arrange supplies of services to be disconnected or switched off during the period, the Landlord must give Fields of Shifnal a written request to do so. A float will also be required for the repair and maintenance of the vacant Property; the amount of such float will be separately negotiated upon instruction. The Landlord should check the conditions of insurance policies held regarding vacant premises.

4.6 Non Fields of Shifnal Introductions - Fields of Shifnal is happy to manage properties let by other agents at a fee of 6% plus VAT (**7.2% including VAT**) of the rent. Fields of Shifnal will require copies of the Tenancy Agreements, a set of keys for the Property, a professionally compiled inventory, a copy of the deposit protection certificate if applicable and other relevant documents concerning the Property and to be instructed on the collection of the rent and holding of the deposit. However, Fields of Shifnal can only offer the Rent Protection Service where Fields of Shifnal has vetted the Tenant.

4.7 Damage & Dilapidation Disbursement - Where the Property is not managed by Fields of Shifnal, in accordance with My Deposits Fields of Shifnal will negotiate the cost of damage and losses due to breach of the Tenancy Agreement (if any) between the Landlord and Tenant. The charge to the Landlord for this service is £250.00 plus VAT (**£300.00 including VAT**). This service is dependent on the Landlord having a professional inventory of the Property, which has been accepted by Fields of Shifnal and the deposit being held by Fields of Shifnal under My Deposits.

SECTION C

SECTION C - GENERAL CONDITIONS

5.0 The following conditions are applicable to all Fields of Shifnal services:

5.1 Boards - Unless the Landlord instructs otherwise, Fields of Shifnal will erect a 'To Let' board at the Property as soon as reasonably possible from the date of instruction. In the case of a multiple agency and in order to meet the requirements of the Town & Country Planning Regulations, which permit the display of only one 'To Let' board, the Landlord will agree not to allow the display of any other 'To Let' board whilst the Fields of Shifnal is displayed. A 'Let by' or 'Let and Managed By' board will replace any board at the time of an offer being agreed or upon a Tenancy being arranged or on renewal. Fields of Shifnal cannot be held responsible for any damage the erection of a board might have on the Property. It is the responsibility of the Landlord to inform Fields of Shifnal of any restrictions in a head lease, local bye-laws or a conservation area which affect the erection of a board. Fields of Shifnal have no liability if such instructions are not given.

5.2 Keys - Upon instruction the Landlord will provide Fields of Shifnal with a set of keys in order to conduct viewings at the Property. Where a Landlord has authorised Fields of Shifnal to use keys held by another agent then Fields of Shifnal may make further copies to facilitate viewings. This charge will be at the cost of the Landlord. Once an offer has been agreed the Landlord will provide Fields of Shifnal with a set of keys for each named person forming the Tenant (with a minimum of two sets). If instructing our Property Management service, the Landlord will provide Fields of Shifnal with an additional set of keys. Where Fields of Shifnal is not provided with sufficient sets, Fields of Shifnal may have additional sets cut and will make a charge for this service based on the type of keys required. Fields of Shifnal secure key tag system ensures that third parties cannot identify to which Property a set of keys belongs. Therefore, in the event that keys are lost or unaccounted for, Fields of Shifnal liability is strictly limited to the cost of cutting a new set of keys.

5.3 Services to and Fees paid by the Tenant - Fields of Shifnal may offer to arrange insurance, banking and other financial services, mortgages, removal services and estate agency and other related services for the prospective Tenant and shall be entitled to receive commission in respect of any such services arranged. The Landlord shall not be entitled to any reduction in the fees the Landlord is obliged to pay hereunder by reason thereof.

Fields of Shifnal charge fees to the Tenant for referencing, part of the cost of drafting the Tenancy Agreement and arrangement of the check-out at the end of the Tenancy. Full details can be found on the website under "Tenant Fees".

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

5.5 General Data Protection Regulations - By entering into this agreement with us you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require, to ultimately facilitate the successful rental and/or property management services.

5.5.1 The information required by us will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this information: -

i. Names and addresses

ii. Contact telephone numbers

iii. Email addresses

iv. Personal identification information and documentation

v. Bank details

vi. Information about the property

5.5.2 In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.

5.5.3 We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes.

5.5.4 Your information will not be passed to a third party not listed in clause 1.6 without obtaining your consent.

5.5.5 Specifically, we will hold and use your information in the following manner: -

Identification Details – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

Prospective Tenants – Basic information about your property will be held. This information will include the property details we produced and any information you provide to us in a property information questionnaire. It will be provided to anyone who makes an enquiry about potentially viewing or letting your property.

Viewings – We will organise viewings on your behalf, to suit you, the viewer and any tenant who may be residing at the property. Where we are conducting the viewing for you, it is important that you check your property prior to the viewing to ensure that any personal information you would not wish a viewer to see is removed.

Negotiating with prospective tenants – We will negotiate with prospective tenants. This process will involve providing potential tenants with relevant personal information to facilitate a successful negotiation.

Tenancy Applicants – We will deal with applicants to ensure we provide you with appropriate information to decide on the acceptability of the applicant. This will involve providing you with relevant and necessary personal information about the applicant. You should ensure that you treat any information we provide to you as confidential and it must not be passed on or shared with any other person or business.

Tenants – Once a tenancy is agreed we will provide the tenant with your personal contact information, as there is a legal requirement to do this.

Sub-Contractors – We may sub-contract out some of the services we provide to you under this agreement, such as photography, accompanied viewings, erection of TO LET boards, inventory checks and property inspections during tenancies. A list of the third party sub-contractors is available on request.

Contractors – We hold a list of preferred contractors who we may use to provide services to you at the property we are marketing and/or managing.

We may obtain estimates / quotes for work from these contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A full list of these contractors is available upon request.

Utility suppliers – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

5.5.6 Your details may be added to our mailing list and we may send you information regarding other relevant services we can provide to you. You will be able to unsubscribe to these emails at any time.

5.5.7 Time periods – We will retain the personal information we hold for up to 6 years, because the time limit for any party to initiate civil action against us, should they believe they have a claim, is 6 years.

5.5.8 If you would like to contact us regarding any data issue, please contact adam@fieldsofshifnal.co.uk

5.5.9 You have the following rights relating to the information we hold on you: -

- i. The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- ii. The right to be informed;
- iii. The right of access;
- iv. The right to rectification;
- v. The right to erasure (also known as the ‘right to be forgotten’);
- vi. The right to restrict processing;
- vii. The right to data portability;
- viii. The right to object.

More information on how we hold and process your data is available on our website www.fieldsofshifnal.co.uk

More information on your rights is available at www.ico.org.uk.

5.6 Change of Ownership - In the event of a Property being sold or passed on with the benefit of a Tenancy, Fields of Shifnal fees will remain due and payable by the original Landlord for the duration of the Tenancy and for any extensions, renewals or period of holding over thereof, regardless of whether negotiations have been carried out by Fields of Shifnal. All such responsibilities will fall to the new owner subject to Fields of Shifnal being in receipt of the new owners signed Agency Agreement.

5.7 Purchases by Party Introduced by Fields of Shifnal - In the event that a party directly or indirectly introduced by Fields of Shifnal purchases the Property (either after entering into a Tenancy agreement or otherwise), Fields of Shifnal will be entitled to commission at 1.25% plus VAT, of the negotiated purchase price. The fee is payable upon completion, whether or not negotiations have been carried out by Fields of Shifnal

5.8 Rent Remittances - Fields of Shifnal will make every effort to ensure that rent received is paid over within 10 working days of the funds being cleared in Fields of Shifnal bank account. Unless agreed otherwise, all Landlord's payments are made through the Bank Automation Clearing System (BACS) which should reduce the bank clearing time to 3 working days. However, Fields of Shifnal is unable to guarantee payment within these times since delays may occur due to circumstances beyond Fields of Shifnal control. The Landlord undertakes to return any payments made to him/her in error. The Landlord should arrange a bank facility to cover void periods, change in rent payment dates or default by a Tenant.

5.9 Instruction of Solicitors - The Landlord will be informed of any rent arrears or breaches of covenant brought to Fields of Shifnal attention. However, if legal action is required the Landlord will be responsible for instructing his/her own solicitor and for all fees arising. Fields of Shifnal fee for attending court at the Landlord's request is £350.00 plus VAT (**£420.00 including VAT**) per day or any part thereof.

5.10 Landlord and Tenant Act 1987 - Fields of Shifnal is obliged to include the Landlord's full name and address on all rent demands. If the Landlord's address is outside England and Wales,

then Fields of Shifnal must provide the Tenant with an address within England and Wales to which notices (including notices in proceedings), may be served on the Landlord.

5.11 Sub-Letting - If the Landlord is a Tenant or lessee the Landlord must ensure that the intended letting is permitted by the lease and that the letting is for a period expiring prior to the expiry of the lease. It may also be necessary to obtain the written permission from the superior Landlord prior to sub-letting.

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

5.13 Superior Lease - If the Property is subject to a superior lease, the Landlord is obliged to obtain the superior Landlord's consent to the letting. Fields of Shifnal requires the Landlord to confirm that they have obtained the superior Landlord's permission in writing and the Landlord warrants that no such permission is required if confirmation in writing of the same is not provided to Fields of Shifnal within 14 days of any Tenancy Agreement with respect to which Fields of Shifnal provides any of the above Services. The Landlord should provide Fields of Shifnal with a copy of the relevant sections of the Head Lease to attach to the Tenancy Agreement ensuring compliance by the Tenant with all the conditions of that document.

5.14 Insurance - The Landlord is responsible for the insurance of the building and his/her own contents during the Tenancy including third party cover. The Landlord must advise his/her insurance company in writing that the Property is let to ensure that he/she is still covered for all the usual risks.

5.15 Fittings and Equipment - The Landlord must ensure that all equipment, electrical or otherwise provided with the Property is fully operational and recently serviced prior to the commencement of a Tenancy; and provide copies of instruction manuals, guarantees and maintenance contracts are in the Property prior to the start of the Tenancy. In addition, the Landlord should provide written instructions for the maintenance of special surfaces to prevent damage. The Landlord warrants that the above statement is correct prior to the making of any Tenancy Agreement with respect to which Fields of Shifnal provides any of the above services.

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

5.17 The Electrical Equipment (Safety) Regulations 1994 - These regulations require that all Landlords supplying electrical equipment must ensure that they are safe have the "CE" mark" and a moulded plug; will not cause danger and that they satisfy the safety requirements of the 1994 Regulations. The Landlord warrants that this statement is correct prior to the making of any Tenancy Agreement with respect to which Fields of Shifnal

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

Fields of Shifnal can arrange for properties to be checked at the commencement of each Tenancy for a cost of **£38.00 including VAT**. This check will test all fitted alarms, with batteries replaced if necessary. Any fitting of alarms will incur additional charges.

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

Fields of Shifnal are unable to apply for HMO licenses on behalf of the Landlord, and it is the Landlord's responsibility to ensure compliance with the relevant legislation and the subsequent terms of their HMO license.

The Landlord may also require planning consent for a change of use, to a HMO, in advance of the letting commencing. It is the Landlord's responsibility to investigate whether consent is required, and to obtain such consent from the local planning authority. The Agent will not be responsible for any consequences of the Landlord's failure to obtain planning consent. The Landlord agrees to compensate the Agent for any loss or damage it might suffer due to the Landlord's failure to obtain the proper planning consent.

5.21 Sole Agency - If the Landlord instructs Fields of Shifnal on a Sole Agency basis, Fields of Shifnal will be sole agent for a period of eight weeks from the date of this agreement. The Sole Agency will continue after this period unless terminated by either party giving fourteen days written notice. During the period of Sole Agency and notice period, the Landlord will not instruct any other agent to let the Property. If another agent is instructed during this period, the Landlord may incur liability for two sets of fees.

5.22 Marketing at the End of the Tenancy – By appointing Fields of Shifnal the Landlord agrees that during the last two months of the Tenancy Fields of Shifnal will be the sole agent for re-letting the Property. The Landlord cannot instruct any other agent during this period.

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

5.24 Outstanding Fees - The Landlord agrees that, where Fields of Shifnal fees, commission charges and/or renewal commission charges remain outstanding for more than seven days, Fields of Shifnal may use any sums obtained or held on the Landlord's behalf to pay the outstanding sums, including rent payments on this or any other Property on which Fields of Shifnal is instructed; or from sums that a former tenant has agreed should be deducted from the deposit to compensate the Landlord.

5.25 Interest - Fields of Shifnal fees are payable on demand, as and when they fall due. Fields of Shifnal reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees became due at the annual rate of 2% above Barclays base rate.

5.26 VAT - All Fields of Shifnal commission fees and any other charges are subject to VAT at the prevailing rate. 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. Fields of Shifnal reserves the right to change the schedule of fees and these Terms of Business.

5.27 Anti-Money Laundering - Under the Money Laundering Regulations 2007 we are legally obliged to verify the identity of all clients through sight of legally recognised photographic identification (e.g. passport, photographic driving licence) and documentary proof of address. Copies may be taken and will be stored securely.

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

5.29 Property Ombudsman - We are members of The Property Ombudsman Scheme for letting agents (TPO) and follow their Code of Practice. In line with this we have a formal complaints procedure. Written details will be supplied upon request.

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

The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays; or of documents are sent by

e mail to the address of the Fields of Shifnal or the Landlord provided from time to time then the documents will be deemed served when sent from the e mail address. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for Fields of Shifnal, 4 Broadway, Shifnal, Shropshire, TF11 8AZ.

5.31 Service Information – Fields of Shifnal trades as a Limited company registered at Companies House registration number 862 0899 96

5.32 Acts of Third Parties – Fields of Shifnal will not be responsible for any loss or damage that suffered by the Landlord through the act, default or negligence of any third party which may arise other than through the negligence, omission or failure of Fields of Shifnal or their employees. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with these Terms of Business against any individual director, partner, consultant, employee or agent of Fields of Shifnal 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 Fields of Shifnal for the acts or omissions of any of their directors, partners, consultants, employees or agents.

5.33 Termination - Either party has the right to terminate this Agreement in writing: -

- upon the Tenant's vacation of the Property;
- if one party breaks any important term or condition of this Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
- if the Landlord is in major breach of any of the terms contained in this Agreement or if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Fields of Shifnal to continue to perform their obligations under this Agreement;
- either party carries out or suggests that the other should carry out any form of unlawful discrimination.

If Fields of Shifnal terminates this Agreement for any reason the Landlord will remain liable for commission at the Letting and Rent Collection Service percentage as described in Section A and for any fees or costs incurred by Fields of Shifnal on the Landlord's behalf in transferring

obligations to the Landlord or to someone nominated by him.

5.34 Variation - These Lettings Terms and Conditions of Business may only be varied if agreed between the Landlord and Fields of Shifnal and confirmed in the Confirmation of Instruction form or in writing by both parties.

5.35 Amendments – Fields of Shifnal may change or add to the terms of this Agreement (except in relation to the level of any fees due under this Agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer.

5.36 Complaints Procedure - If you are dissatisfied with Fields of Shifnal service or handling of a transaction, and you are unable to resolve this with the member of staff involved, please report the matter to the Partner/Manager of the Fields of Shifnal office concerned in writing.

This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days.

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

5.37 Joint and Several Liability: Each person shown at the Land Registry as a joint owner of the Property, legally acting as an executor or through Power of Attorney is liable for the payment of all fees and expenses due to Fields of Shifnal as an individual until all fees costs and expenses are paid in full; and as a group forming the Landlord or his legal representative until all expenses are paid in full.

5.38 Consumer Protection from Unfair Trading Regulations 2008 - Fields of Shifnal and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and Fields of Shifnal must not give a potential tenant the wrong impression about the Property to be let. The details of the Property will not be sent to any prospective tenant until the Landlord has confirmed that the content is accurate and that all fixtures and fittings included with the Property are in full working order. If that is incorrect the Landlord must inform Fields of Shifnal in writing. If during the marketing of the Property the approved particulars become incorrect the Landlord must notify Fields of Shifnal immediately in writing. Prior to marketing the Landlord should disclose to Fields of Shifnal any material information that might affect a

prospective tenant's decision to rent, including details of any restrictive covenants, known proposed developments, planning applications or permissions in the immediate vicinity of the Property that might affect the enjoyment of the Property, or any maintenance or major repairs to be carried out the Property or to the building of which the Property forms part. Failure to do so could lead to a claim being made against the Landlord. Fields of Shifnal in turn are required under the above Regulations to disclose this information to interested parties.

5.39 Assignment – Fields of Shifnal reserve the right to assign our rights and or obligations under this Agreement upon giving the Landlord two months' written notice.

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

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

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

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

SECTION D

ADDITIONAL SERVICES

MY DEPOSITS

6.0 The Tenancy Deposit

6.0.1 Fields of Shifnal is a member of My Deposits Tenancy Deposit Scheme

6.0.2 If Fields of Shifnal is instructed by the Landlord to hold the deposit, Fields of Shifnal shall do so under the terms of My Deposits. We will only hold the deposit where a professional inventory has been conducted.

6.0.3 Fields of Shifnal holds Tenancy deposits as stakeholder (if not already specified within the Tenancy agreement).

6.1 At the End of Tenancy Covered by the My Deposits scheme

6.1.1 If there is no dispute Fields of Shifnal 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.

6.1.2 If, after 10 working days (these timescales can be changed by agreement with the Tenant in individual cases or by the contract used as standard by Fields of Shifnal) following notification of a dispute to Fields of Shifnal and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the deposit it will, subject to 6.1.3 below, be submitted to the Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

6.1.3 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 My Deposits (TDS) from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

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

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

6.1.6 If there is a dispute Fields of Shifnal must remit to My Deposits the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not the Landlord or Fields of Shifnal wants to contest it. Failure to do so will not delay the adjudication but My Deposits will take appropriate action to recover the deposit and discipline Fields of Shifnal.

6.1.7 Fields of Shifnal must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute.

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

6.3 Where the Landlord Holds the Deposit outside of The Dispute Service - If the Landlord decides to hold the deposit and the Tenancy is an Assured Shorthold Tenancy the Landlord must specify to Fields of Shifnal within 14 days prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the deposit is covered

by Tenancy Deposit Solutions the Landlord must provide proof of membership, together with a copy of the insurance policy before the deposit can be released. If the deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme then Fields of Shifnal will forward the Landlord a cheque for the amount of the deposit made payable to the Deposit Protection Scheme for then Landlord to forward within 9 days.

6.4 Fields of Shifnal - All tenancies for which Fields of Shifnal holds the security deposit as a 'Stakeholder' are included within My Deposits and for this we make a small administrative charge of £41.67 plus VAT (**£50.00 including VAT**). This charge is also applicable on all renewals or extensions whilst Fields of Shifnal still retains the deposit.

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

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