



Terms & Conditions



TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

This document sets out the standard Terms and Conditions under “the agreement” which Townends will act for clients as agents in the letting and management of residential properties. The terms are, necessarily, quite detailed and precise. However, if any further clarification is required, the client is requested to contact a member of Townends staff.

This contract constitutes an agreement between Townends and the landlord and both parties should ensure that any spoken or prior agreements have been incorporated. These terms will be legally binding on both parties. By instructing Townends to act you will be bound by the agreement even if a signed contract is not returned.

SOLE AGENCY

Where Townends are appointed to act on a sole agency basis, Townends will do so for a period of four weeks, unless otherwise agreed in writing. This means that the client will be liable to pay commission to Townends, in addition to any other costs or charges agreed, if at any time, unconditional contracts for the letting of the property have been signed:

- with a tenant introduced by us during the period of sole agency; or
- with a tenant with whom we had negotiations about the property during that period; or
- with a tenant introduced by another agent or any other person, including you, during that period

It is important to note that if you instruct another agent to act for you as well as us you will have to pay the commission due under this agreement to us regardless of whether or not you also owe a fee to the other agent. If we are unable to let your property you may withdraw your instructions by giving Townends 14 days written notice to expire at the end of the four weeks of sole agency or any time thereafter.

SUB-AGENCY

Unless Townends receive your specific instructions to the contrary, details of your property may be given on a commission sharing basis to other agents. This involves you in no additional expense and increases the chance of letting the property.

1.COMMISSION AND FEES

The landlord should read the Terms and Conditions carefully and in particular this section which clearly sets out the commission, fees and other charges including any renewal, extension or continuation of the tenancy either as a fixed term or a periodic tenancy which will be payable by a landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

The following commission is payable by the landlord to us following the introduction of a tenant who enters into a tenancy either directly, indirectly or by way of an introduction from an existing tenant found by us for the period of time any person forming the tenant resides in the property whether or not we negotiate or are instructed to act on the landlord's behalf.

Value Added Tax will be chargeable on all commission at the prevailing rate. This rate may change from time to time and the total cost will change accordingly. All fees apart from commission contained within this agreement are shown inclusive of VAT.

1.1. LET ONLY SERVICE INCLUDING ANY RENEWAL

1.1.1. **Our commission is calculated at 10% + VAT of the gross rent, premium or other money payable throughout the initial fixed term and at reduced rate as shown below for any renewal, extension or continuation of it whether as a fixed term or periodic whether or not we are instructed to act on your behalf.**

1.1.2. Payment is due in full at the start of the tenancy. Fees will be deducted from the initial rent received from the tenant at the commencement of the tenancy. If the letting fee is more than the initial rent the balance must be paid to us at the commencement of the tenancy. The tenancy agreement will be retained until any outstanding fees and expenses have been paid to us.

After the initial fixed term we will charge renewal commission at a sliding scale for renewal years one, two and three if the tenancy is renewed or extended as either a fixed term or periodic tenancy whether or not we are instructed to act for the landlord if the tenant remains in occupation for a period of three years. After which there will be no further renewal fee payable.

- 1.1.3. If the tenancy terminates before the due date there is a minimum non-refundable fee of £885.00 (inclusive of VAT) or the equivalent of six months' rent premium or other monies payable, whichever is the greater, unless the tenant vacates the property early due to the action or lack of action of the landlord when no refund will be made.
- 1.1.4. If our fees are not paid within seven days of the commencement of the tenancy, interest shall accrue on a day to day basis on the sum due at the rate of 4% above the base rate of the Bank of England.

1.2. RENT DEMAND SERVICE

- 1.2.1. Our commission is calculated at 12.5% + VAT including the commission for the Let Only Service of the gross rent premium or other money payable throughout the term and any extension of it whether fixed term or periodic even if we are not instructed to act on your behalf for as long as one person forming the tenant remains in the property.

If our instructions to demand the rent are terminated our fees remain payable as per the Let Only Service shown at 1.1.1 and 1.1.2 above, whether or not we are instructed to act on your behalf for the whole period that one person forming the tenant introduced by us resides at the property.

1.3. MANAGED SERVICE

- 1.3.1. Our commission is calculated at 15% + VAT for management, subject to a minimum management fee of £1000.00 (inclusive of VAT) including the commission due for the Let Only and Rent Demand Service of the gross rent premium or other money payable throughout the term and any extension of it whether fixed term or periodic if we are instructed to act on your behalf. If our instructions to manage are terminated our fees remain payable as per the Let Only Service shown at 1.1.3 above whether or not we are instructed to act on your behalf for the whole period that one person forming the tenant introduced by us resides at the property.
- 1.3.2. The commission will be deducted from the rent payment being monthly or quarterly.

1.4. SALES COMMISSION

Townends do not charge sales commission if the tenant purchases the property from the landlord; or if the landlord sells to a third party.

2. LET ONLY SERVICE

The services included in our commission are:-

- (a) Provision of a lettings appraisal of your property and advice on letting, rent achievable and types of tenancy.
- (b) Marketing the property through our network of offices, the internet and other advertising mediums as appropriate, including reviewing our existing database of applicants.
- (c) Erect an advertising board, unless specifically instructed otherwise, which shall be maintained for the duration of the marketing period and at least until the commencement of the tenancy. It is the landlord's responsibility to advise whether boards are forbidden at a leasehold property, due to local by-laws or if it is a conservation area.
- (d) Accompanying applicants interested in viewing your property provided you have supplied Townends with keys or arranging to meet you at the property with any applicants.
- (e) Negotiating any offers on your behalf with applicants and obtaining consent from both parties to all the terms of the offer.
- (f) Taking up references at the inception of the initial tenancy, via a credit referencing company. A company search can be undertaken if required and would be charged separately. If a credit reference company is used we give no warranty as to either the accuracy or reliability of such references. If the references are not satisfactory but you decide to accept the tenant, we will require an indemnity stating we have no liability for any default and this clause cannot be relied upon by a landlord at any future date.
- (g) Providing the applicant with a copy of our standard tenancy agreement to enable the applicant to take independent legal advice regarding the contents of the document.
- (h) Arranging a "Gas Safe" engineer to provide a gas safety report if required prior to any letting, the cost to be met by the client at the time of the contractor being instructed.
- (i) Arranging for the tenant to sign standing orders for the payment of rent direct to the client's account from month two. We cannot ensure that the bank sets up the order.
- (j) Collecting the first month's rent paid by the tenant (subject to the tenancy agreement agreed between both parties) on commencement of the tenancy.

- (k) Collect and hold any security deposit paid by the tenant in a tenancy deposit scheme, if so required, subject to the tenancy agreement agreed between both parties and subject to there being an inventory and check-in. Should you require Townends to deal with deductions from the deposit on your behalf at the end of the tenancy, this can be arranged subject to a professional inventory being in place and payment of our fee of £500 plus VAT unless we manage the property.
- (l) Notifying service companies of a user change at the commencement and termination of a tenancy subject to you notifying Townends of the suppliers' names and the account number in each case. It should be noted that these bodies increasingly require such instructions direct from the owner or tenant as appropriate, not from an agent and therefore Townends cannot accept any responsibility should their instructions not be acted upon. Townends are unable to change the telephone account, as instructions will only be accepted from the new account holder, therefore the landlord should arrange termination of the account direct with the telephone provider.
- (m) Notifying the local authority of the change of occupant for council tax purposes (or any charge which should replace it) at the commencement of the tenancy.
- (n) Require you to provide Townends with a minimum of three sets of keys prior to the tenancy commencing, but ensuring that a set is provided for each tenant and if Townends manage the property a set for retention by the property management department.
- (o) Operate a secure tag system which ensures that third parties cannot identify to which property a set of keys belong. In the unlikely event that the keys are lost or unaccounted for, Townends' liability is strictly limited to the cost of cutting a new set of keys, unless any loss is due to the negligence or breach of contract by Townends.
- (p) Upon request arrange provision of or the renewal of the annual Gas Safety Certificate at a separate cost.
Please note that we require a copy of a valid gas safety certificate (GSC) at least two working days prior to commencement of a tenancy. Townends reserves the right to organise for a GSC to be carried out if a copy hasn't been received within sufficient time prior to commencement of a tenancy, the cost of which will be deducted from the first months rent.
- (q) Arrange a check-out of the inventory if Townends manage the property. If Townends do not manage the property a check-out can be arranged subject to an administration charge of £25 plus the cost of the check-out charged by the inventory clerk, payable in advance.
- (r) Advise you that if a formal offer has been made by a prospective tenant and you then inform Townends that you wish to withdraw from the proposed tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the tenant could take legal action against you for any losses suffered. If a prospective tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.
- (s) Advise you that if you instruct us to proceed with a proposed tenancy and subsequently withdraw your instructions you agree by signing this agreement to meet some of the costs and the expenses incurred up to the sum of £885 including VAT.
- (t) Inform you that as a landlord you must notify Townends of any change in your residency.
- (u) Warn that Townends will not arrange works prior to a letting (whether requested by you or the intended tenant) unless sufficient funds are held to cover the cost and the landlord has requested us to do the work in writing.
- (v) Notify you that it is not part of our normal function to forward the client's mail. Therefore no responsibility can be taken for mail sent to you at the property. Townends recommend that you arrange for it to be redirected via the post office.
- (w) Advise that if you use the Let Only Service or the Rent Demand Service it will be your responsibility to arrange repairs and to provide the tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur costs and the tenant may be entitled to compensation.

3. RENT DEMAND SERVICE

We can also undertake the following Rent Demand Service which includes all of the points listed under Let Only Service plus:

- (a) Arranging for tenants to sign standing orders for the payment of rent to Townends' client account. Monitoring payments received and advising the client of any non-payment within 14 days of the due date.
- (b) Collect the rent for the period of the tenancy and forward it to you less any deductions for our fees and expenses. The client should be aware that Townends will only forward monies when Townends are in receipt of cleared funds. Clients should arrange a facility with their bank to account for changes in rent payment date or non-payment of the rent.

- (c) Contact the tenant by telephone or letter at regular intervals if there is non-payment of the rent; the first contact will not be made until after seven days from the date upon which the rent becomes due. Should legal action be required for the recovery of rent, the client will become responsible for instructing their solicitor as necessary and for any fees and/or charges made by them. Townends cannot take legal action for the client as the tenancy contract is between the client and the client's tenant, nor can Townends accept liability for arrears or breaches of covenant. Townends reserves the right to make a separate charge for time spent in connection with, preparation for, and attendance at, any court proceedings resulting from action taken against the tenant.
- (d) Submitting statements of account whenever money is remitted. If further copies are subsequently requested they will be forwarded at a separate cost.

4. MANAGED SERVICE

We can also undertake the following Managed Service which includes all of the points listed under the Let Only and Rent Demand Service plus:

4.1. OUTGOINGS

- 4.1.1. Arrange to pay on your behalf current outgoings such as insurance premiums, service charges, etc, that we are made aware of, but it is the client's duty to inform all the appropriate companies and request that invoices are sent direct to Townends. We cannot accept responsibility for the adequacy or otherwise of any insurance cover, nor can we verify service or maintenance charges, demands or estimates. Although we use our best endeavours and query any obvious discrepancies as we discover them, we must emphasise that we are entitled to accept and pay on your behalf demands and accounts, which appear to be correct at the time of such payments.
- 4.1.2. Townends will not be liable for any rent or other liabilities payable by the tenant or for any outgoings payable by Townends on behalf of the client if there are insufficient funds from rent income to cover such expenses unless the loss is due to negligence or breach of contract of Townends.
- 4.1.3. The client agrees to reimburse and compensate Townends as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the client's behalf in pursuit of our normal duties.

4.2. REPAIRS REPLACEMENTS ETC

- 4.2.1. Investigation of defects which may come to our notice during our property Managed Service, or any defect, which is properly brought to our attention by the tenant. Work costing up to £200 including VAT on any one item will be dealt with as they arise by our property managers without further instruction from you. If you wish Townends to obtain quotes for works less than £200 including VAT, you must inform us in writing. Obtaining quotes will be subject to a separate charge. Where works are likely to exceed £200, as advised by the contractor, we will contact you prior to instructing works, except in the case of an emergency. When instructing contractors Townends instruct as agent of the landlord. This means the landlord is liable for all invoices and costs of the contractor. Townends will pay the contractor if cleared funds are held. If Townends do not hold sufficient money to pay the contractor then the liability for payment remains with the landlord and full payment must be made direct to the contractor. By signing the Terms and Conditions the landlord acknowledges this obligation. Townends enlist the services of Inex Property Solutions, who also form part of the Badger Holdings Group of companies. INEX will be used as Townends preferred contractor for all managed maintenance issues reported to us by your tenant and that are within the spend limit as noted above unless there is an emergency out of hours that requires us to ensure your property is safeguarded.
- 4.2.2. Where repairs/renewals, replacements, necessary decorations etc are liable to cost more than £500 we will wherever practical, submit to you two estimates, the exception being in the case of an emergency. Upon your acceptance of any estimates, providing that we are in funds, we would then instruct the works to commence. If works are subject to quotation INEX and one other contractor will be enlisted to provide this.
- 4.2.3. Townends reserves the right to instruct any works for repairs or wants of repair which are the client's contractual or statutory obligation under the terms of the tenancy agreement.
- 4.2.4. Endeavour to use any contractors that you have specifically nominated for repair work at the property but cannot guarantee to do so, provided the contractor provides us with a current copy of their professional qualification and public liability insurance. We reserve the right to use our own contractors if we are unable to contact the client's contractor or where the contractor does not respond to our request within a reasonable timescale or in an emergency. Any landlord that wishes to use contractors that are not recommended by Townends, may do so by confirmation in writing to us. All contractors are instructed on behalf of the client, the cost of which you remain liable for.
- 4.2.5. Arranging access for contractors where Townends are required to accompany non-Townends contractors, utility companies etc or when the tenant is unable to meet a contractor at a mutually convenient time at the property, incur a separate hourly charge which will be inclusive of travelling time and which will be advised to the client in advance.

4.3. MAINTENANCE RESERVE

- 4.3.1. From the moment of instructions and during the full term of management, Townends will hold a maintenance reserve of £300 from the rent received, to enable us to instruct works to be carried out at the property, both in an emergency and in the normal course of management. This reserve will be subject to increase should rent be received on either a quarterly, six monthly or annual basis. We reserve the right to reimburse this working balance out of net rent received from the tenant. Such funds are held in our client account and as the balance will fluctuate frequently no interest is payable. This working balance must be maintained, as Townends cannot service any outgoings exceeding the amount held by us on your account.
- 4.3.2. Works undertaken that will require Townends to make visits to the property shall be subject to a fee of 10% + VAT of the total cost. Works of this type will be discussed and agreed with the client prior to the commencement of such works. Townends cannot arrange any major works until we are in receipt of cleared funds to cover the full cost of the work and our fees.
- 4.3.3. If at any time Townends do not hold sufficient funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

4.4. INSTRUCTION BOOKS ETC

The landlord must provide Townends with copies of all instruction books, maintenance agreements and guarantees for all the appliances in the property. If the landlord fails to do so and Townends instruct another contractor the landlord is liable for the costs incurred.

4.5. LENGTH OF APPOINTMENT

Unless otherwise agreed in writing in advance Townends appointment as the managing agent is for the duration of the tenancy and any renewal or extension of it to the same tenant. The Managed Service can be terminated by giving three months' written notice from either party subject to a minimum appointment of six months. The Let Only and Rent Demand fees will remain payable while the tenancy or any extension of it continues.

5. RENEWAL

Towards the end of the initial fixed term we will do the following:

- a) Contact you to find out if the tenancy should be renewed and to agree any renewal instructions. We will review the rent and advise you if a rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the tenancy to be renewed, extended or notice served. We do not serve notice on the tenant unless you instruct us to do so in writing. If you prefer to negotiate direct with the tenant our fees as shown at clause 1.1.3 of Section 1 continue to be payable for the duration of the time that any person forming the tenant introduced by Townends resides in the property.
- b) Negotiate between the two parties if requested.
- c) Prepare the extension document for both parties at a cost of half the standard administration fee where requested, including drafting any clauses agreed between the parties varying the terms of the original tenancy. The extension documents will be sent to both parties for signature.
- d) Try to ensure both parties sign the documentation by the start date of the new period of the tenancy. However if the tenant fails to return the extension documents the tenancy will continue as a periodic tenancy until either party gives notice in writing. Our commission will be payable whether the tenancy continues as a fixed term or a periodic tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the tenant fails to return them.
- e) Date the signed documents once they are received to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the tenant and the tenant receives the copy signed by you.
- f) Arrange for the tenant to sign a new standing order for payment of the revised rent if applicable.

If our fees are not paid within seven days of the commencement of the renewed tenancy, interest shall accrue on a day to day basis on the sum due at the rate of 4% above the base rate of the Bank of England.

If the tenant has an Assured Shorthold Tenancy and this continues to roll on, on a monthly basis, (i.e. a periodic tenancy) then the rent can only be lawfully increased on an annual basis if we serve the tenant with a valid notice under Section 13(2) of the Housing Act 1988. This notice advises the tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

6. END OF THE TENANCY

6.1 SCHEDULE OF DEDUCTIONS

At the termination of a tenancy, the appropriate inventory company will prepare a Schedule of Condition of the property.

Any missing items or damage which may have occurred during the tenancy is recorded on the schedule, copies of which are sent to both the landlord and tenant who will endeavour to mutually agree what amount, if any, is to be deducted from the security deposit. If the landlord is using the Let Only Service or the Rent Demand Service it is up to the client to negotiate with the former tenant and agree any deductions which are to be made from the deposit. Both parties will then have to inform Townends in writing of the agreed deductions. Townends will then make deductions if applicable and forward the balance of the deposit to the tenant. However if the landlord requests Townends in writing to negotiate with the former tenant and pays our fee of £500 including VAT in advance we will negotiate with the former tenant on the client's behalf, agree deductions and forward the balance of the deposit to the tenant. If deductions cannot be agreed the Alternative Dispute Resolution procedure shown overleaf will be followed.

When the client uses Townends' Managed Service we will carry out the following on the client's behalf:

- a) On receipt of the check-out report we obtain costings and estimates, if appropriate, and distribute them to the parties concerned. We will then submit the proposed deductions to both client and tenant requesting agreement in writing for the deposit to be apportioned as per the schedule.
- b) Your tenant is entitled by law to expect their deposit to be returned within 10 days beginning with the date on which the request was received. If the tenant does not agree with the proposed deductions or requests their deposit to be returned, they should do this in writing. If after 10 days they have not received the tenant may refer the matter to myldeposits as a potential dispute. Neither the client or Townends are required to raise a dispute if the tenant has not done so.
- c) If the tenant intends to raise a dispute, they must be informed that they should do this within three months of the agreed end of the tenancy. If they fail to do this, they will be unable to raise the dispute unless they can demonstrate that there was unreasonable delay on the part of the client, Townends or any third party engaged in the determination of the deposit. Delay will include failure to inform the tenant of this time limit.
- d) In the event of either a dispute being notified to the client or Townends or where no agreement has been received in writing, Townends will retain the deposit in their client account until 95 days have elapsed after the actual date of the tenancy, unless a request by myldeposits that they lodge the monies with them. After this time Townends can release the monies claimed by the client at their discretion, subject to them being satisfied that all attempts to seek agreement have been made and that the tenant has been given every opportunity to raise a dispute with myldeposits.
- e) If works or cleaning is required for any new tenant, prior to receiving agreement on the dispersal of the deposit from the outgoing tenant, these will only be arranged if we are in receipt of funds held on the client's behalf. This is due to the fact that if the matter goes to adjudication the deposit in full or the balance in dispute has to be sent with the application. If the tenant requests the return of the deposit in writing the client should ensure it is returned or if they wish to retain a proportion must ensure that Townends hold the monies in the event of a dispute being raised through myldeposits.

6.2 ALTERNATIVE DISPUTE RESOLUTION FOR DEPOSIT DISPUTES (ADR)

As a regulated and bonded agent we endeavour to provide a fair and equitable tenancy agreement and service to both our client and the tenant. With this in mind all our tenancy agreements, where we are to hold the deposit during the term of the tenancy, are included in the approved myldeposits Tenancy Deposit Protection Scheme. A certificate is available showing details of the deposit protection a copy of which must be given to your tenant. If the deposit was protected through any alternative approved scheme, myldeposits terms and conditions replace and amend any clauses in your tenancy agreement. You do not need to change anything in your AST, however you should inform your tenant that the details of the TDP provider have changed and provide them with the alternative details below.

myldeposits, Ground Floor Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ. www.myldeposits.co.uk

We hold the deposit under the terms of myldeposits.

At the end of the tenancy covered by myldeposits Townends will do the following:

- a) If there is no dispute we 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.
- b) If the tenant notifies a dispute to the agent and reasonable attempts have been made to resolve any differences of opinion the tenant should be advised to raise a dispute with myldeposits. In the event no dispute is notified to the agent by myldeposits, the agent will retain the disputed amount for 95 days following the actual end date of the tenancy. On notification of a dispute with myldeposits the agent will lodge the dispute amount with the scheme and then provide an explanation and supporting evidence to the scheme. If the client wishes to provide any evidence they should do so through the agent within the timescales provided by the scheme.
- c) The statutory rights of either the landlord or the tenant to take legal action against the other party remain unaffected.
- d) It is not compulsory for the parties to refer the dispute to myldeposits 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 myldeposits for adjudication. If the parties do agree that the dispute should be resolved by myldeposits, they must accept the decision of myldeposits as final and binding.

- e) If there is a dispute Townends must remit to myldeposits the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but myldeposits will take appropriate action to recover the deposit and discipline us.
- f) Townends must co-operate with myldeposits in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- g) By signing the Terms and Conditions the landlord agrees to abide by the regulations of myldeposits of which Townends are a member. We will charge an administration fee including VAT for that service.
- h) If we do not manage the property we will charge an administration fee of £200 including VAT to cover costs for the deposit at the end of the tenancy if the landlord and the tenant do not agree deductions. The deposit will be released when Townends receive written confirmation from both parties. Unless Townends manage the property we will not negotiate on your behalf to resolve any dispute.
- i) If Townends have to attend court on your behalf as a witness we will charge a fee of £250 including VAT.

7. GENERAL

7.1. RENT AND RENT REMITTANCES

Townends will agree with you a rent to be quoted to a potential tenant. Unless specifically agreed otherwise this will include all payments for which you are responsible, such as ground rent and service charges. It is normal for the tenant to take over responsibility for the gas and electricity, council tax, telephone accounts, charges for water, including sewage disposal and environmental services; and to pay for any other fuel used.

Should a cheque be dishonoured after funds have been remitted to the client then the client agrees to reimburse Townends within 10 days. Should rent be paid to Townends from the local authority as Housing Benefit, the client agrees to reimburse Townends for any monies paid out by us as a result of 'claw back' of the Housing Benefit.

Rent is usually paid to us by cheque or standing order. Townends undertake to forward the balance of the rent, less any deductions for commission, expenses, contractors' invoices etc within ten working days of the receipt of cleared funds into our account. However Townends are not liable for any loss which may occur as a result of any delay in making payment to you. We strongly advise that you arrange a facility with your bank to take account of different rent payment dates or late payment or non-payment of the rent.

7.2. SECURITY DEPOSIT

Unless otherwise instructed this amount will be equivalent to a minimum of one month's rent and more commonly, six weeks' rent. Townends hold the deposit as stakeholder which means we will not release the security deposit to either party without the written agreement of both parties. Townends are not permitted to pay out the deposit at the end of the tenancy if there is any dispute between client and tenant. It must either be resolved by agreement between the parties, by myldeposits or by the court.

Should you require Townends to deal with the deposit on your behalf at the end of the tenancy, when not using the Managed Service this can be arranged subject to a professional inventory being in place at a cost of £500 including VAT.

7.3. INVENTORIES

Unless instructed to the contrary we will employ on your behalf an independent inventory company to produce and check the inventory at the commencement and termination of the tenancy. This is a compulsory requirement if we are providing our Rent Demand and Managed Service. Townends cannot be held responsible for any error or omission on the part of the inventory company unless it is due to our negligence or breach of contract. The fee for the check-in of the inventory at the start of the tenancy is payable by the tenant. The fee for compiling the inventory itself and for the check-out of the inventory at the end of the tenancy is the responsibility of the landlord. The appropriate sums will be charged to both parties at the commencement of the let.

7.4. TENANCY AGREEMENT AND CHARGES

Unless instructed to the contrary, our standard tenancy agreement is used, the charge for which is shared equally between the client and the tenant. The amount may vary according to the type of tenancy and our staff will advise you of the cost before preparing the tenancy agreement. For a renewal of a tenancy to an existing tenant, a replacement tenancy agreement will be drawn up, the charge for which is half the original agreement fee, shared equally between the client and the tenant. Although our documents are constantly reviewed and updated by our legal advisers, we must point out that we are not solicitors. Townends cannot advise you on legal technicalities; you should consult your own solicitor if you require further information about your rights and obligations as a landlord.

If the tenancy agreement is not a Townends agreement and is put forward by the tenant, Townends reserves the right to charge a fee to review and familiarise ourselves with the agreement on the client's behalf, although Townends are not solicitors so cannot advise you if the agreement will contain any clauses that you may not want. The best advice for our clients is to consult their own legal adviser. If you wish to use your own tenancy agreement there will be a fee for completing this documentation.

7.5. FINANCE ACT 2003

From 1st December 2003 the liability for landlords to pay Stamp Duty was abolished. The liability is purely that of the tenant if the rent after deduction of the discount exceeds £125,000.

7.6. DEFECTIVE PREMISES ACT 1972

Under the Defective Premises Act 1972 the landlord is liable as owner for any occurrence originating from a defect or lack of repair that the landlord knows of or should have been aware of. If the tenant suffers loss due to the defect the landlord will be liable to compensate the tenant. Townends assume that the property has no defect unless advised to the contrary. If you require a survey to be carried out please advise. Many building insurance policies provide cover against claims under this act, but you should check your own policy to ensure you are covered.

7.7. SAFETY REGULATIONS RELATING TO LET PROPERTIES

The Electrical Equipment (Safety) Regulations 1994

State that all portable electrical appliances supplied in rented accommodation must be safe. Cabling, fuses and plugs must also be inspected and replaced where necessary to the correct rating for the particular appliance. This applies to both new and second hand appliances and covers all electrical items supplied for the intended use of the tenant. All new appliances must be CE marked and instruction booklets for all appliances must be given to the tenant at the commencement of the tenancy. Any appliance without written instructions must be removed from the property as unsafe. The only safe method of ensuring that these appliances comply with the regulations is to have them tested by a qualified electrical engineer.

The regulations do cover fixed appliances such as cookers, showers and immersion heaters. However the Consumer Protection Act 1987 specifies that all items supplied in a rental property need to be safe. If the tenant suffered personal injury due to an unsafe appliance the landlord could have to pay substantial compensation.

A new part of the Building Regulations, Part 'P' Electrical Safety came into force from 1st January 2005 which requires certain electrical works to be carried out by an electrician who is part of an approved scheme. Townends only use electricians who have provided us with proof of a scheme membership. We will ensure that all electricians comply with Part 'P' regulations when carrying out certain works that fall within the regulation. We will only use the landlord's contractor as long as that person complies with the regulations.

Please note that electrical testing of portable appliances is mandatory if we are providing our Managed or Rent Demand Service. In these instances Townends will arrange for an inspection by a qualified electrician and deduct the relevant amount from your account.

The Gas Safety (Installation and Use) Regulations 1998

These regulations came into effect to ensure that gas appliances are properly maintained in a safe condition to avoid the risks of carbon monoxide poisoning. It is the responsibility of landlords of domestic properties that all "Gas Appliances" and "Gas installations and pipework" are checked for safety once a year by a "Gas Safe" registered engineer and that accurate records are kept of those safety inspections and any work carried out. A copy of the Gas Safety Record (GSR) must be given to each tenant at the start of the tenancy and within 28 days of the renewal of the GSR. "Gas installation pipework" includes Gas Pipework, Valves, Regulators and Meters. If Townends are managing your property we will arrange for an annual inspection by a qualified engineer and deduct the relevant amount from your account. Any works required as a result of such an inspection must be carried out straight away. Townends will not start a tenancy until we are in receipt of a current GSR.

Furniture and Furnishings (Fire) (Safety) Regulations 1988 as Amended

The above regulations were amended in 1993 and have set new levels of fire resistance for domestic upholstered furniture and furnishings. It is now an offence to 'supply' in the course of a business any furniture, which does not comply with the regulations. This includes supplying furniture as part of a let residential property. The regulations apply to sofas, beds, bed-heads, children's furniture, garden furniture suitable for use in a dwelling, scatter cushions, and pillows, and other similar upholstered items. All furnished property available for rental must contain furniture that complies with the regulations.

Any additional or replacement furniture supplied must comply with the regulations. Any furniture manufactured after March 1990 is likely to comply but if the appropriate labels are not affixed to the furniture, compliance is in doubt and checks should be made with the manufacturer. By signing the Terms and Conditions the client confirms that the property complies with the above regulations.

Smoke Alarms and Carbon Monoxide Alarms

Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. The same criteria apply to a house in multiple occupation.

Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the property the landlord must ensure that the alarms are in working order at the start of a tenancy. If a member of Townends' staff or the inventory clerk is unable to reach the alarm to test it Townends will arrange for a contractor to visit the property and test the alarm. The cost of the visit is the responsibility of the client and will be deducted from the initial rent payment.

It is not the law that carbon monoxide alarms are fitted to a property. However we advise all landlords to consider the installation of alarms to protect the tenant and help prevent any legal action being taken against a landlord if a tragedy occurs. If you wish us to arrange the fitting of alarms you must advise us in writing. The cost will be deducted from the rent.

7.8. WATER ACT 2003

The Water Act allows tenants renting a property for longer than six months to apply for a water meter without permission from a landlord.

7.9. ENERGY PERFORMANCE CERTIFICATES

As from October 1st 2008 all properties being rented out must have an Energy Performance Certificate (EPC) which must be given to the applicant prior to the first viewing or with any written details. An EPC will last for 10 years. Townends cannot commence marketing the property until we are in receipt of an EPC. We can arrange an EPC prior to marketing the property. Please speak to a member of staff for further details and costs.

7.10. HOUSING ACT 2004

The regulations in the above act concerning houses in multiple occupation (HMOs) became law on April 6th 2006 and were enforceable from July 2006. There is a general wide definition of the regulations which state that the following are HMOs:

- Student accommodation during term time;
- Properties inhabited by three or more people who are not a household and share kitchen and bathroom facilities. A household is defined as parents, grandparents, children, aunts, uncles, cousins, step parents and step children.
- A building converted into flats pre June 1992 which does not comply with the Building Regulations 1991, has not been subsequently up-dated to the relevant fire safety standard and where a third or more of the properties are rented on short term tenancies.

The landlord may not have to carry out any action to ensure compliance. The above properties like all private dwellings must comply with the Housing Health and Safety Rating System (HHSRS) which is the new statistical means of measuring hazards and risk of injury at a property. This system applies to all properties but those falling into the above category are subject to inspection by the environmental health officer. The responsibility for ensuring the property complies is that of the landlord. If Townends accepts an instruction to let the property and subsequently an order is served to comply with the HHSRS, any costs incurred by Townends for compliance due to an order being served upon us the landlord will be liable for and agrees to reimburse us within fourteen days of written demand or agrees by signing this document that the costs may be deducted from the rent or other money received.

Mandatory Licensing

Under the Housing Act 2004 landlords of certain properties where individuals are living as more than one household will need to be licensed by their local authority. If the property potentially requires a licence you will either need to obtain a licence from the relevant local authority or Townends will only be able to let the property to a single family group. The property will require a licence if it falls into the following definition. If the property is three storeys or more and has five or more occupiers who do not form one household and share kitchen or bathroom facilities it is subject to mandatory licensing. It is the responsibility of the landlord to apply and pay for the licence.

7.11. OWNERSHIP

By signing these Terms and Conditions you warrant to us that you are the owner of the property, or otherwise are lawfully entitled to enter into the tenancy agreement.

7.12. MORTGAGE

If the property is subject to a mortgage, you will need your mortgagee's written consent for the proposed letting. The mortgagee may charge you a fee for giving their permission. The mortgagee may want to see a copy of the draft tenancy agreement which can be supplied upon their written request. If your mortgagee has any special conditions relating to the tenancy or type of tenant, you must provide them to us prior to the start of the tenancy to be included within the tenancy agreement. Conditions cannot be imposed upon a tenant at a later date.

7.13. LEASEHOLD

If you are a leaseholder, you will normally require the consent from your superior landlord, freeholder or their managing agent before you can sub-let the property to a tenant. In giving consent the superior landlord or their managing agent may require you to provide references for the tenant, as well as for you and the tenant to enter into an agreement to observe the covenants contained in your head lease known as a licence. A fee may be charged for granting consent to sub-let which will be your liability. Townends will need a copy of the relevant sections of the head lease together with any

schedules referred to therein so that we can attach a copy of this to the tenancy agreement. If the tenant is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon the tenant. This could lead you to breach the terms of your head lease.

7.14. INSURANCE

Your property and the contents must be comprehensively insured to include third party liability. You must inform your insurers of your intention to let the property as failure to do so may mean rejection of any future claim, because if a material point is not disclosed to the insurer the insurance contract may be void. Townends must have a copy of the relevant schedules of the policy including any conditions imposed by the insurer for empty property to give to the tenant at the start of the tenancy, otherwise any conditions contained therein, the tenant will not have to comply with which may render the policy void.

7.15. VOID PERIODS

It must be noted that Townends' standard Managed Service as set out above does not apply when the property is not let, but we shall be pleased to discuss your requirements for management during void periods, which is subject to a separate charge. Your insurance company may have a requirement, that for cover to be maintained, the property has to be visited at certain intervals.

Where it is in the client's best interests and in the absence of a tenant, Townends are obliged to carry out remedial emergency repair work to a property. Where we have not been instructed to manage, the client agrees to pay the invoiced costs on demand together with an administration fee. Any such works will only be to ensure the vacant property is left safe and secure and Townends will take no responsibility nor accept any liability for any consequential loss or damage.

7.16. LEGAL SERVICES

Should any rent arrears or breaches of covenant be brought to our attention you will be informed. Thereafter should legal action be thought necessary, you will be responsible for instructing your own solicitor and for any fees or charges incurred. Townends can attend court with your solicitor, for which an hourly charge will be made.

For our Managed clients Townends makes no charge for the serving of a Section 21(1)(b) Notice (two months' notice to vacate the property if it is an Assured Shorthold Tenancy) or Section 21(1)(4) Notice (a minimum two months' notice to vacate the property if a periodic tenancy has arisen which has to expire at the end of a rental period). However there would be a charge for our Rent Demand and Let Only clients. If requested to serve a Section 8 Notice (a Notice advising the tenant of a specific breach which needs to be remedied or legal proceedings will be taken) there would be an additional charge for Managed, Rent Demand and Let Only clients.

If a client wants to represent themselves at a possession hearing Townends cannot assist in the completion of the court papers on your behalf as we have no rights of audience and we cannot sign the Statement of Truth. We would however be happy to support you in court as a witness, although this would be at a separate charge.

7.17. INCOME TAX

You will be liable for tax on rental income and you must inform the Inland Revenue that you are letting the property. There are a number of allowances that you can claim against the rental income. You should seek advice on these allowances from your accountant or from the Inland Revenue website which can be accessed at www.hmrc.gov.uk. For tax purposes you must keep all your invoices for six years. You should also be aware that Townends forwards a form to the Inland Revenue annually detailing all landlords whose property Townends has let regardless of the country of residence of that landlord.

If the landlord is resident abroad for more than six months in the tax year or a company registered overseas, the Inland Revenue require Townends to deduct income tax at the basic rate from the payments received and account to the Inland Revenue for it under Section 42A of the Income Tax and Corporation Taxes Act 1988.

Overseas landlords can apply to the Inland Revenue to receive rent without the deduction of tax. Provided that the landlord's tax affairs are in order, the Inland Revenue will authorise Townends not to withhold tax from the rent received. Please ask for an application form. The Non-resident Landlord Scheme includes members of HM Armed Forces and other Crown Servants who are resident abroad for their employment, even though their employment duties, while performed overseas, are treated as performed in the UK for the purposes of charging their salaries to tax. Unless Townends are in receipt of a letter of authorisation from the Inland Revenue, we will withhold monies from rental received as advised by the Inland Revenue. No interest is payable on monies held. The appropriate form for applying for an approval number can be downloaded from www.hmrc.gov.uk/cnr/nr_Landlords.htm.

Should an approval number not be obtained for each person who owns the property and Townends have to retain tax at the basic rate, we will charge and deduct from your account an administration fee for preparation of the quarterly and annual returns required to be made by us to the Inland Revenue.

The client will be liable to reimburse Townends against all payments of interest on outstanding tax or penalties levied on or made by us and shall pay to us any shortfall of such monies upon written demand.

Should any client require an annual summary of income and expenditure for tax purposes this can be provided at an additional cost.

7.18. INCORRECT INFORMATION

The landlord warrants that all the information he has provided to Townends is correct to the best of his knowledge and belief. If the landlord provides incorrect information to Townends which causes Townends to suffer loss or causes legal proceedings to be taken against Townends the landlord agrees to reimburse and compensate Townends for all losses suffered.

7.19. INTEREST, COMMISSION AND REFERRAL FEES

Any interest accrued on clients' money which we hold will be retained by ourselves to cover bank and administration charges etc. Any commission earned while acting on behalf of the client will be retained by Townends. Any referral fees paid to Townends while acting on the landlord's behalf will be retained by Townends.

7.20. SALE

Should you decide to sell your property at a later date, Townends can arrange for an obligation free valuation. Any instruction to sell would be subject to separate Terms & Conditions negotiated at the time.

7.21. CHANGE OF OWNERSHIP

If during the first 12 months of the tenancy, the property is sold or passed on with the benefit of the tenant in occupation, Townends will look to the original landlord of the property for the minimum fee for finding a tenant, £885 inc VAT.

These fees do not apply if the new landlord signs our Terms and Conditions.

7.22. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) 1999 does not apply to this contract.

7.23. ACTS OF THIRD PARTIES

Townends will not be responsible for any loss or damage that the landlord suffers through the act, default, or negligence of any third party which may arise, other than through the negligence, omission or failure on the part of Townends.

7.24. COMPENSATION

The landlord agrees to compensate Townends against costs, expenses or liabilities incurred or imposed on them provided that they were incurred on the landlord's behalf in pursuit of our normal duties unless it is due to our negligence or breach of contract. We shall not be responsible for events outside our normal control.

7.25. LIABILITY

Townends will at all times endeavour to carry out all services with reasonable care and skill, but will accept no responsibility for any loss or damage suffered by you as a result of the following:

- a) Any delay, failure or overpayment by us in relation to the settlement of your accounts relating to the property;
- b) Any failure in carrying out any visit to the property or to notice any latent defects or matters concealed from our representative;
- c) Any failure of the tenant to observe the terms of the tenancy agreement or comply with any obligation imposed by statute;
- d) Any defective workmanship or problems associated with contractors instructed to do work on your behalf provided that Townends can show that they have used due diligence in the selection of their contractors;
- e) Any failure by you to comply with all relevant safety or other regulations;
- f) Any failure by you to comply with the terms of any relevant lease, mortgage, or insurance policy relating to the property;
- g) Any failure by you to maintain adequate insurance cover;
- h) Any agreement made directly between the landlord and tenant without Townends' knowledge.

Neither party shall at any time during or following the expiry or termination of this agreement, divulge or allow to be divulged to any person or make use of any confidential information relating to the business or affairs of the other party unless required by law or applicable to a regulatory body or competent authority.

7.26. VARIATION OF TERMS

These Terms and Conditions will apply to any re-letting by Townends of the property and/or any further period of instruction or management, subject to any notice period as shown in clause 7.29. Any variation to the Terms and Conditions will be provided to you in writing giving 30 days notice.

7.27. MONEY LAUNDERING

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence which can be selected from the list overleaf. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

List A: Proof of Identity

Full passport, national identity card, full driving licence.

List B: Proof of Residence

Council tax bill, utility bill, mortgage statement, bank statement, credit card statement.

If you are a company which is quoted on the London Stock Exchange we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of two of the following documents:

Memorandum and articles of association, certificate of incorporation, a set of the latest accounts, the last annual return.

In addition we need proof of identity and residence of two of the directors.

7.28. TERMINATION

Either party has the right to terminate this contract in writing:

- upon the tenant's vacating the property;
- if the other party breaks any important term or condition of this contract during a tenancy, the party has been notified in writing and has failed to remedy the breach within 30 days and monetary compensation is wholly inadequate.

Either party may withdraw instructions for the Rent Demand Service or the Management Service for the property upon giving three months' written notice, but not earlier than the end of the first six months. Fees however will continue to be paid for the Let Only Service: The fee for finding a tenant is in accordance with clause 1.1, subject to a minimum fee of £885 including VAT.

Should there be a legitimate, fundamental and enforceable breach of any term of this contract by Townends, a landlord may terminate this contract immediately upon giving written notice and no further fees will be payable.

If Townends consider that the landlord is in breach of any regulation or obligation (whether statutory or not) relating to the property, we may give you seven days written notice of termination. However, if the breach relates to any form of discrimination such as under the Race Relations Act 1976, the Sex Discrimination Act 1975 or the Disability Discrimination Act 1995 (or any statutory amendments or re-enactment of these Acts) we may give you immediate written notice of termination.

7.29. ASSIGNMENT

Townends reserves the right to assign our rights and or obligations under this agreement upon giving you three months' written notice.

7.30. DATA PROTECTION ACT 1998

In order to comply with the Data Protection Act to prevent any unauthorised access to or use of personal data Townends has the responsibility to keep confidential. Townends will only use personal information if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if Townends is specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

Neither party shall at any time during or following the expiry of the Terms and Conditions, divulge or allow to be divulged to any person or make use of any confidential information relating to the business or affairs of the other party unless required by law or applicable to a regulatory body or competent authority or in compliance with the paragraph above.

7.31. SERVICE OF NOTICES

The provisions for the service of notices are that if either party delivers by hand any notices or documents which are necessary under the Terms and Conditions, or any Act of Parliament to the other party by 5pm at 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 at 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. The address for service for the landlord will be the contact address specified in the Terms and Conditions and the address for service for Townends will be Latour House, Chertsey Boulevard, Hanworth Lane, Chertsey, Surrey KT16 9JX.

7.32. VAT

Our fees and any other charges for services we provide are subject to VAT at the prevailing rate unless they are already shown as inclusive of VAT.

7.33. JOINT AND SEVERAL LIABILITY

Where the landlord is more than one person, each person forming the landlord will have joint and several liabilities for all the fees, commission, expenses and outgoings of Townends for any work or services carried out by Townends on behalf of the landlord.

7.34. DEFINITIONS

In the Terms and Conditions the following definitions apply:

- a. Use of the singular includes the plural;
- b. Use of the masculine includes the feminine.
- c. "landlord" or "client" or "you" or "yours" means anyone owning an interest in the property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the property.
- d. "tenant" means anyone entitled to possession of the property under a tenancy agreement.
- e. "property" means any part or parts of the building boundaries fences garden and outbuildings belonging to the landlord. When the property is part of a larger building the premises includes the use of common access ways and facilities.
- f. "inventory" or "inventory and/or schedule of condition" means the document drawn up prior to the commencement of the tenancy by the landlord or the inventory clerk, which includes the fixtures and fittings in the property.
- g. "term" or "tenancy" means the fixed term of the tenancy agreement and any extension or continuation of the tenancy whether fixed term or periodic arising after the expiry of the original term.
- h. "deposit" means the money held by Townends in a stakeholder capacity during the tenancy in case the tenant fails to comply with the terms of the tenancy agreement.
- i. "stakeholder" means that deductions can only be made by Townends from the deposit at the end of the tenancy with the written consent of both parties.
- j. "tenancy agreement" means the contract drawn up between the landlord and the tenant specifying the obligations of the two parties.
- k. "we" and "us" means Townends whose registered office address is Latour House, Chertsey Boulevard, Hanworth Lane, Chertsey, Surrey KT16 9JX:

7.35. PROPER LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and Wales.

I/We accept the stated Terms and Conditions and I/we instruct Townends to act on my/our behalf for the purpose of:.

- Let Only Service of my/our property 10% + VAT
(Renewal fee applicable for years one, two and three only. Payable on a sliding scale plus VAT)
- Let Only and Rent Demand Service 12.5% + VAT for my/our property
(Total fees plus VAT payable for the duration of the tenancy)
- Let Only, Rent Demand and Managed Service 15% + VAT of my/our property
(Total fees plus VAT payable for the duration of the tenancy)

Address of the property

.....

I/We acknowledge my/our obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, The Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and I/we accept and confirm that I/we have full responsibility to ensure that I/we comply with their requirements before and during the letting of the property.

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

I/We confirm that there are no major repairs, construction or maintenance works of which I am/we are aware due to be carried out to the property, any adjoining premises, or the building of which the property forms part of, except as noted below.

.....

I/we confirm that we will send the following documents to comply with the Money Laundering Regulations 2007 to Townends under a separate cover.

- 1.
- 2.

TO PROCEED PLEASE CONFIRM YOUR INSTRUCTIONS BY COMPLETING AND SIGNING BELOW:

The landlord is warned that by signing these Terms and Conditions he is liable for all our fees and charges for the chosen service including any renewal extension or continuation of the tenancy as a fixed term or a periodic tenancy whether or not Townends are instructed to act on the landlord's behalf.

Signed:

Name of the landlord:

Date:

Correspondence address

.....

Telephone number Fax number

Email address

NOTICE OF RIGHT TO CANCEL

The name of the trader is: Badger Holdings Limited trading as Townends Lettings & Management

Client name: Date:

If this agreement was concluded away from our business premises then you have the right to cancel this agreement if you wish. To exercise this right, you must deliver or send (including by email) a cancellation notice to Townends at any time within seven days starting from the date you received this notice. Notice of cancellation is deemed to be served as soon as it is posted, or in the case of electronic communication, the day is sent to us.

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (including by email) this to the person named below. You may wish to use this form if you want to but you do not have to.

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

✂-----

To:

(Townends to insert name and address of person to whom notice may be given)

I/We hereby give notice that I/we wish to cancel my/our agreement
 (insert the address of the property in question)

Signed:

Name(s):

Address:

Date: