



North Property Group

# Landlord Terms of Business

✓ Fully Managed

For



# Landlord Terms of Business - Fully Managed

## BACKGROUND

You (being the landlord(s) of the Property and the “**Client**” below) would like to let a property and North Property Group (the “**Agent**” below) is in the business of managing rental properties. You would like to instruct the Agent, and the Agent would like to be appointed as your agent, to market the Property for let on a sole agency basis on the terms of this agreement.

## PART 1: COMMERCIAL DETAILS

### CLIENT DETAILS

Client(s):	
Client Correspondence Address:	
Contact Email Address:	
Contact Number:	
Overseas Landlord:	<input type="checkbox"/> Yes <input type="checkbox"/> No
NRL Number (if applicable):	

### SEND MY RENT TO THE FOLLOWING BANK DETAILS

Name:	Account No.	Sort Code:
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### AGENCY APPOINTMENT DETAILS

Agent:	North Property Group Ltd, One, Brewery Wharf, Leeds, England, LS10 1GX (company number: 10761978) (“we”, “our”, “us”)
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### PROPERTY ADDRESS DETAILS (THE “PROPERTY”)

Name / Number:	
Street Address:	
City:	
Postcode:	
Country:	
Name of Property Owner:	

## PROPERTY PARTICULARS

Bedroom(s):		Bathroom(s):	
Parking:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Balcony:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gas:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Garden:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Leasehold or Freehold:	<input type="checkbox"/> Leasehold <input type="checkbox"/> Freehold	Block Management:	
Furnished or Unfurnished:	<input type="checkbox"/> Furnished <input type="checkbox"/> Unfurnished	Available From:	/ /
Additional Comments:			

## COMPLIANCE DOCUMENTS

Will you be providing your own compliance documents?

EPC  EICR  Annual Cylinder Service (if applicable)  Gas Cert (if applicable)  HMO License (if applicable)

If you are unable to provide the required compliance documents the team will arrange these on your behalf.

## FEES, EXTRAS AND EXPENSES

In consideration for our marketing the Property on a management agency basis in accordance with this agreement, the following fees, extras and expenses (if any) described below will be payable. The fees, extras and expenses outlined in this section are together known as the "Fees".

If you have not selected a service below, it is marked as N/A.

### MANAGED CORE SERVICES

	Fee excluding VAT	Fee including VAT @ 20%
Monthly Management Charge:	_____ % of the rental income	_____ % of the rental income

### TENANCY SET UP FEE

	Fee excluding VAT	Fee including VAT @ 20%
Letting Fee:	£250	£300
Inventory Report:	Up to £170	Up to £204
Deposit Registration:	£25	£30
Reference Check (per tenant or guarantor):	£50	£60
Mid-Term Inspections:	£45	£54
Check Out:	£100	£120

**ADDITIONAL OPTIONAL SERVICES**

	Fee excluding VAT	Fee including VAT @ 20%
Additional Inspection Charge:	£45	£54
Renewal of Fixed Term:	£145	£174
Reregistration of Deposit at Renewal:	£25	£30
Enhanced Marketing Pack:	£170	£204
360-degree Virtual Tour:	£75	£90
Floorplan (one off cost):	£50	£60
Photo Enhancement (one off cost):	£75	£90
Energy Performance Certificate:	£95	£114
Gas Certificate:	£85	£102
Annual Cylinder Service :	£110	£132
EICR (property size dependant):	To Quote	To Quote
Legionnaires Assessment:	£75	£90
New Build Snagging Inspection:	£250	£300
Key Cutting (standard key, per key):	£7	£8.40
Hourly Rate for Additional Services:	£50	£60
Additional Comments:		

Expenses: We may also incur additional expenses and or costs while marketing the Property and its subsequent let. We will notify you of these additional expenses and will require payment of the same within 7 days of the date of the invoice without set-off withholding deduction or counterclaim.

**SIGNATURES**

**IMPORTANT: By signing this document, you confirm that you have read this agreement and understand its terms and the amounts that will be payable. You hereby agree that to the extent permitted by law, you shall be jointly and severally liable for both the payment of all amounts due under this agreement, and the taking of any actions required by this agreement**

Signed for and on behalf of  
**NORTH PROPERTY GROUP LTD**

	Print Name:	
	Position:	
	Date:	

Signed for and on behalf of  
**Client(s)**

	Client 1 Print Name:	
	Client 2 Print Name:	
	Date:	

## **PART 2: AGREED TERMS**

### **INITIAL TENANCY**

Throughout this Agreement;

“we/us” refers to North Property Group Limited, a company incorporated in England with number 10761978 and having its registered office One Brewery Wharf, Leeds, West Yorkshire, LS10 1GX.

“you” refers to Landlord/owner of the property subject to the terms of this Agreement.

This Agreement shall commence on the date it is been signed by you and shall continue for the entire period of occupancy of the tenant in the property, including where the tenancy has become periodic, unless terminated earlier in accordance with clause 13.

### **WHAT WE WILL DO**

1. We will coordinate a rental valuation and advise you on its potential rental value. If you wish to proceed, we will market the Property to potential tenants.

1.1 If you accept an offer to enter into a tenancy agreement, we will sign the tenancy agreement and any other documents relating to a tenancy on your behalf. Unless otherwise agreed, we will provide the Included Services set out in Clause 5 below.

### **FEE**

2. What you will pay upon the signing of a tenancy agreement with a person or company introduced to you by us, is;

2.1 The Fee set out against the appropriate Service on the first page of this Agreement. This Fee is payable on the first day of the tenancy, whether or not the tenancy is concluded by us and it is calculated as the relevant percentage of the total rent for the duration of the tenancy period (“the Initial Period”).

2.2. The cost of the preparation and completion of the tenancy agreement is included within the initial let fee.

### **RENEWALS AND EXTENSIONS**

3. What we will do;

3.1. We will endeavour to contact the tenant(s) towards the end of the Initial Period and, if relevant, the subsequent period, to confirm if they wish to renew the tenancy. If you agree a new tenancy, we shall prepare the appropriate documents.

## RENEWALS AND EXTENSION FEES

4. What you will pay;

4.1. If a tenant (or any one of a number of tenants): renews a tenancy; has a tenancy extended; enters into a new agreement or is otherwise allowed to hold over for any reason then you will pay further fees ("Renewal Fees").

4.2. Renewal Fees are payable on the first day of the renewal, extension or continuation period and are calculated as the relevant percentage of the total rent for the duration of the subsequent period(s). If no fixed period is agreed, then the Renewal Fees are calculated as the relevant percentage of the total rent that would be payable for a period equal to the duration of the Initial Period.

4.3. Renewal fees are applicable once a renewal of a fixed term tenancy, a periodic tenancy or an extension is agreed on your behalf. Such fees are set out on our summary fees page.

4.4. Renewal Fees are payable whether or not we negotiate the renewal etc or act on your behalf and they remain payable (a) if a third party connected or associated with a tenant introduced by us takes on or continues a tenancy or (b) if a tenant introduced by us becomes a tenant of another property owned or managed by you.

## INCLUDED SERVICE (FULLY MANAGED ONLY)

5. Included Services as your agent, we offer all or any of the services below at no additional charge to you unless otherwise stated.

### References

5.1. We will obtain such references or information about the tenant as reasonably possible in order to assist you in making a decision to sign the tenancy agreement. We cannot accept any liability for the references or the absence of references and by entering into the tenancy, you accept the references or other information without the need for any representations from us.

### Deposits

5.2. Unless otherwise agreed with you, we will obtain and hold a deposit as stakeholder in accordance with the tenancy agreement, and any interest earned will be retained by us.

5.3. Where required, the deposit shall be held in accordance with the Housing Act 2004 and the provisions of a deposit protection scheme.

5.4. If the deposit is to be held by us, it will be held in our client deposit account until the Tenant has vacated and the move out inspection is concluded.

5.5. At the end of the tenancy we will endeavour to agree any deductions with you and the tenant within 20 days and if necessary, we will refer any dispute to the administrator of the Tenancy Deposit Scheme, who will then determine matters in accordance with their regulations. You acknowledge and agree that no deductions can be made from the deposit unless consent is granted from the tenant or there is a determination from the Tenancy Deposit Scheme or an appropriate court. You are responsible for any costs incurred in disputing the return of any part of the deposit.

### Dispute

5.6 In the event of a dispute we will try to assist.

5.7 During a dispute the liability to pay for cleaning, repairs etc will remain with you. Any award made to you post-adjudication will be paid over once received.

5.8 If the deposit is required to be protected by the Housing Act 2004 then we will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.

5.9 If the deposit is not required to be protected under the Housing Act 2004 then we will retain the deposit during negotiations on the refund pending agreement or a court order.

## **Rent Collection**

5.10. Save as otherwise agreed with you, we will collect rental payments in accordance with the tenancy agreement and transfer any rental funds, less any deductions, to your UK bank account as soon as reasonably practical. Transactions for overseas payments may incur a charge.

5.11. We will advise you of any rental arrears and advise the tenant of such arrears by telephone, email or post as we consider appropriate. We will report to you the tenant's response, or failure to respond. You are then responsible for any legal steps you may wish to take for the recovery of rent or possession of the Property.

## **Keys**

5.12. We will hold one-two set of management keys securely at our business premises in case of emergency or to show the Property to prospective tenants. Should extra sets of keys be reasonably required we reserve the right to take copies and charge you accordingly.

5.13. If keys are lost or misplaced our liability is limited to the cost of replacement keys.

## **Testing**

5.14. We will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. You agree to refund the cost of such testing.

## **Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 Compliance**

5.15 We agree under Part 3 Chapter 1 of the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. For LET ONLY Landlords you will be responsible for any further work needed under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.

5.16 For Full Management Services we agree to accept responsibility for the ongoing Immigration Act checks that may be needed during the term of the tenancy.

## **Possession of the Property**

5.17 We will notify you of any notices we receive in relation to the Property.

5.18 We will use our best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of you to instruct solicitors with whom we will liaise. We will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on your instructions.

5.19 We may, at our discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested. The cost of such will be discussed and agreed.

5.20 We may delegate any of the services we provide to you, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice you by doing so.

## **ITEMS WE ARE NOT RESPONSIBLE FOR**

6.1 We will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between you and us in writing prior to the commencement of the project and upon terms to be agreed.

6.2 We are not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by us, unless there has been any negligent act by us in relation to the selection or management of the contractor or the repair work.

6.3 We are not responsible for redirecting your post delivered to the Property.

6.4 It is not our responsibility to manage the Property when it is not let.

6.5 We are not responsible for any hidden defects in the Property.

6.6 We will not be liable for any loss or damage suffered by you via the act, negligence, and omission of any third party which may arise, otherwise than through our negligence.

6.7 We will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agree between us and you beforehand or unless as a matter of law we are required to attend. Prices for such work are to be discussed and agreed.

## **MANAGEMENT SERVICE (FULLY MANAGED ONLY)**

7.1. Upon receipt from you of your relevant utility and council tax account information we will advise the suppliers and the council of the tenant's liability as from the start of the tenancy and inform them at the end of the tenancy. It is for you or the tenant to make the appropriate payments and we shall not be liable if you or the tenant fail to do so or if any services are cut out. Unless otherwise agreed you will remain liable for all such payments in relation to a short let.

7.2. We will carry out mid-term inspections of the Property throughout tenancies, where possible these will be coordinated in the 3rd month for 6-month tenancies, and on the 4th and 8th month for 12-month tenancies. This inspection will determine the cleanliness and general order of the Property, but it will not be a structural or inventory check.

7.3. We will attempt to contact you should we become aware of any repairs or maintenance issues and obtain quotes for such works where they are likely to exceed £250. If we cannot reach you within 24 hours or if the issue is deemed by us to be an emergency, you hereby authorise us to deal with such issues on your behalf (without any liability upon us to do so as it is your responsibility to remain in contact with us) and you agree to pay the cost of so dealing forthwith upon demand.

7.4 We will not be held responsible for damage or loss incurred to the Property or you in the event of the tenant reporting a leak at the Property or in the event of repairs, general maintenance or replacements not being carried out.

7.5. We will conduct works and charge the expense back to you.

7.6. We will deal with third parties carrying out works at the Property where possible. You agree that should such dealing require our attendance at the Property for more than one hour in any period of one month, or relate to works costing over £500, then we are entitled to make an additional charge for such services as agreed with you in advance.

7.7. upon receipt from you of the relevant details, and where we hold sufficient funds on your behalf (excluding the deposit and any funds held pursuant to clause 5 or otherwise on account of works), we shall pay any ground rent and service charges in respect of the Property. We are not liable to provide any management services while the Property is vacant. However, we will consider a request to do so upon terms and at a cost to be agreed at that time.

7.8 Where you have agreed for us to provide annual and/or repeat maintenance services, you acknowledge and provide authority for us to continue to provide such services as and when required. Such services will include ensuring your property has up to date EICRs and EPCs. Such services shall be conducted as and when required, you will be informed once completed and invoiced accordingly.

## **YOUR OBLIGATIONS**

### **General**

8.1 You agree and confirm that:

- a. You are the legal owner of the Property or that you are authorised by the owner to enter into this Agreement and is entitled to receive rental income;
- b. We are appointed as the agent for you on the Property;
- c. You give us authority to act on your behalf and to do anything which you could do and that you will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract;
- d. You will compensate and reimburse us for all costs and expenses, claims and liabilities incurred or imposed upon us under this Agreement, unless the loss or liability arises through our negligence or breach of contract;



- e. The Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use;
- f. Where the Property is subject to a mortgage, you have consent to let the Property and that you will supply a written copy of the consent to us prior to letting;
- g. If the Property is leasehold, you will obtain any necessary consent from the freeholder and/or the property management company for letting and supply us with a copy of the lease and the lessor's consent prior to the letting;
- h. We or any of our employees may sign the tenancy agreement, notices and any relevant documentation for and on behalf of you;
- i. The Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room with a solid fuel burning appliance, and if this is not present, we can arrange for the fitting of appropriate alarms at your expense. Some properties may need more than simple smoke alarms, where applicable we will let you know;
- j. You confirm that you are not subject to a Banning Order and have not been entered onto the database established by the Housing and Planning Act 2016;
- k. You will pay our fees, commission and expenses appropriate to the level of service required by you and in accordance with this Agreement;
- l. You agree to pay to us, upon demand, any shortfall for the cost of any repairs that we have instructed a third party to carry out where the rent money does not cover the cost of the repairs;
- m. You will comply with all requirements of HM Revenue and Customs;
- n. Where the Tenant is in receipt of Housing Benefit, you will pay and indemnify us for any requirement to refund Housing Benefit to the local authority;
- o. Where there is a claim on your insurance, we will, as far as the law permits, assist with the claim where necessary and you will pay our fees for this service in accordance with the fees agreed at the time this clause becomes applicable;
- p. You will pay, reimburse and indemnify us for all costs incurred however arising or incurred in order to keep the Property compliant with the law;
- q. You agree that where a holding deposit is held by us, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained by us;
- r. You agree that the tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection. We will choose a suitable scheme where applicable and comply with the initial requirements of that scheme;
- s. You understand that deposit monies shall be paid out upon agreement between you and the Tenant, the decision of an adjudicator or an order of the court;
- t. You will repay any overpaid rent paid following the expiry of a section 21 notice served by you which does not expire at the end of a rent period in accordance with Section 40 of the Deregulation Act 2015; and
- u. Rent received during the two months' notice period and during any continuing periodic tenancy, will be subject to the Management Charge.

## **CONSENTS/INSURANCE**

- 9.1. You warrant to us that you have the appropriate authority from any landlord, mortgagee, insurer or any other relevant person, to enter into this Agreement, and any tenancy agreement as contemplated by this Agreement.
- 9.2. You warrant that the Property and its contents are adequately insured and that the insurance company is aware of and consents to the letting of the Property. We cannot arrange insurance on your behalf.

9.3 You shall inform us immediately of any substantial change affecting the Property and/or our management of it. You accept that we can best carry out our management function if we are aware of possible problems arising.

9.4 You agree to indemnify us for (refund to us) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and complaint equipment and/or furnishings.

9.5. You agree to indemnify us as your agent or otherwise against:

a. any costs, -fines, claims, damages, liabilities or expenses incurred or imposed on us in relation to you, the Property or any tenancy so long as they were incurred or imposed as a result of us carrying out our normal duties in good faith;

b. any claim, damage or liability suffered by us as a result of acting on your behalf unless this arises through our negligence or breach of contract; and

c. tenant rent arrears should these still be present at the end of the tenancy. We reserve the right to charge you any outstanding management fees on the outstanding rent balance.

9.6 if we feel it will provide better service we can arrange to instruct other agents to assist in the marketing of the Property. This will be at no additional cost to you unless specifically agreed and confirmed in writing.

9.7. You agree that if you fail to pay to us any monies due to us, we may use any sums received on your behalf by way of rent or otherwise to settle such amounts and that you will pay interest on such amounts at the rate of 3% per annum above the base rate of Barclays Bank plc (or such other bank as we may reasonably nominate) from the due date to the date of actual payment.

9.8. You acknowledge that from time to time we may receive commission, introductory or referral fees in relation to the Property or a tenancy (for example, from an inventory clerk or a tradesman) and you agree that all such monies will belong to us.

9.9 You acknowledge and agree that should interest be earned on deposit monies, that we hold as Stakeholder, we will be entitled to retain.

9.10. You acknowledge and agree that we may from time to time instruct sub agents if we consider that this would be in your best interests. You will not be liable for the fees of the sub agent and this will not affect your liability to pay our fees in full.

9.11. Unless specifically stated otherwise, we are not aware of any employee or associate having a personal interest in the letting of your Property. If you are or become aware of such an interest you must notify us immediately.

## **INVENTORIES**

10.1. The Tenancy Deposit Scheme limits your ability to deduct funds from the deposit if you do not commission a full independent inventory for each new tenancy. We are happy to organise this on your behalf and at your cost. We cannot be held responsible for any loss suffered whether or not an inventory has been organised by us.

10.2. Where you have an inventory, we will organise on your behalf and at your cost (or, if so agreed, at the cost of the tenant) a check out against the inventory at the end of the tenancy.

## **SAFETY REQUIREMENTS**

11.1 You warrant to us that you are aware of your legal obligations as a landlord and will indemnify us against your failure to comply with them at all times. In particular:

### **Gas:**

11.2 You must ensure that all gas appliances and fixed installations are kept in good order and checked for safety every 12 months by a properly qualified person in accordance with the relevant regulations. You must provide to us a copy of the gas safety certificate before a tenant can take occupation.

**Electricity:**

11.3 You must ensure that all electrical equipment and appliances are in good order and regularly safety checked by a properly qualified electrician to ensure you remain compliant. We will ensure the EICR is renewed, on your behalf, prior to the expiry date.

**Energy performance certificate (“EPC”)**

11.4 An EPC must be provided to all prospective purchasers when your Property is marketed prior to the first viewing and with any written details. We can prepare an EPC on your behalf but at your expense or you can provide us with an EPC before marketing commences. We will prepare the EPC/arrange for the preparation of an EPC on your behalf.

11.5 By signing this Agreement you become liable for and must pay us a fee of £85 exclusive of VAT for the provision of an EPC if one is not already in place upon signing the terms. On payment of our fee and the provision of the EPC, the ownership of the EPC will belong to you. We will send you an invoice for the cost of preparation of the EPC inclusive of VAT. The fee is payable within 7 days of the date of the invoice without set-off, deduction or counter-claim.

**TAXATION**

12.1. If you are resident outside the United Kingdom or if you are away from the UK for more than six months, we are legally obliged to deduct basic rate tax from rental payments and pay it to Her Majesty's Revenue and Customs unless you provide us with the relevant confirmation from HMRC that we may pay the gross amount of rent to you.

12.2. If we are obliged to deduct tax as above, we shall charge £75 plus VAT for submitting each quarterly return to HMRC and £75 plus VAT for preparing the annual return and certificate. We reserve the right to review these charges annually and to make a charge for any further forms or correspondence required by HMRC.

12.3. You will indemnify us against any failure by us to deduct the required amount of tax from your rental payments.

12.4. All commission fees and charges due to us are subject to Value Added Tax at the prevailing rate.

**TERMINATION**

13.1 If we consider that you are in breach of any regulations relating to the property (whether statutory or not) or you are failing to comply with your obligations contained within the tenancy Agreement, we may give you 7 days' written notice of termination.

13.2 If you wish to cancel this Agreement before a tenancy has commenced, you may do so by writing to us at our registered offices.

13.3 If we have committed expenditure or undertaken work, you agree to reimburse us with those costs and expenses.

13.4 If we have provided services in accordance with this Agreement prior to receiving notice from you to terminate this Agreement, such fees and expenses shall be due and payable.

13.5 In the event of termination, we will not be able to transfer the deposit held without the written Agreement of you and the Tenant. We will also need to be satisfied it will be properly re-protected after being handed over.

13.6 If we wish to terminate this Agreement at any stage, we will write to you giving reasonable notice to allow you to appoint another agent.

13.7 Should you wish to termination this Agreement and withdraw your property following the property being advertised for rent, we reserve the right to charge the letting fee to cover our marketing costs regardless of whether a tenant has been secured or not.

13.8 You may terminate this Agreement at any time provided two full months of notice is provided in line with the tenant's rent cycle. A termination fee equivalent to one month's rent is payable in all instances where the tenant we supplied is in occupation.

13.9 Notices should be posted first class, recorded delivery, or hand delivered to our offices for notices to us or the last known address of you for notices to you.

## GENERAL CONDITIONS

14.1. We will carry out our services and duties to the best of our ability, but we do not guarantee the suitability of any tenant, timely rental payments or vacant possession upon termination of tenancy. We will not be liable to you in such circumstances.

### Personal Data

14.2. You acknowledge that by instructing us, you will be providing us with personal information within the meaning of the Data Protection Act 2018. You consent to us processing such information for the purposes of performing our obligations under this Agreement or for our future marketing activities such as writing to you with details of our services and to our disclosing such information: (i) where we are required to by law and (ii) to such third parties as we deem reasonably necessary in order to prevent crime. You may amend your details at any time or ask us not to use your details for marketing activities by writing to us at One Brewery Wharf, Leeds, West Yorkshire, LS10 1GX, or emailing [hello@northpropertygroup.co.uk](mailto:hello@northpropertygroup.co.uk).

14.3. You hereby confirm that you have authorised us take the following actions on behalf of you in connection with the supply of gas and/or electricity to each Property;

a. to enter into contract with an energy supplier selected by s in connection with the supply of gas and/or electricity to each Property while that Property is vacant and to terminate any existing contracts with any other energy suppliers in respect of that Property;

b. to engage with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property; and

c. to provide your information (including any personal data relating to you and/or any of its officers, employees or agents) to and for use by any relevant energy supplier (and its agents) to and for use by any relevant energy supplier (and its agents, contractors and partners) for the purposes of processing any application that is made for the supply of gas and/or electricity to each Property and managing and administering any gas and/or electricity supply contract(s) in connection with each Property.

14.4 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement.

14.5 This Agreement will form the basis for us managing any other properties for you at whichever level of service you require for each property.

## ENTIRE AGREEMENT

15.1 This Agreement includes the entire understanding of the parties with respect to the subject matter hereof, instructions in respect of all properties which you have asked us to manage, and there are no statements representations promises terms or obligations oral or written express or implied or made before or at the signing hereof other than contained herein.

## VARIATION

16.1 It is agreed from time to time that we may vary the terms of this Agreement and our charges. It is agreed that such notifications or updates will be delivered electronically without the need for acknowledgement, and unless an objection is raised, will take affect within 14 days of such notice being provided.

## COMPLAINTS

17.1 Should you have a complaint which you cannot resolve with a member of staff, please write to The Directors, North Property Group Limited giving full details of your complaint and we undertake to let you have a prompt reply. A full copy of our complaints procedure is available upon request.

## COMPENSATION

18.1 In the event of a claim being brought by the tenant against you in respect of loss of enjoyment of the property, you, following a request from the tenant, may be required to offer a reduction in rent to the tenant to compensate for loss of enjoyment of the property.

18.2 From 1 April 2019 letting agents are required to have Client Money Protection. Our provider is Client Money Protect and their website is <https://www.clientmoneyprotect.co.uk/>. A copy of our Client Money Protection Certificate is available upon request.

## GOVERNING LAW AND JURISDICTION

19.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**North Property Group Ltd**

**Company number: 10761978**

**VAT Number: 270493303**

**Registered office address: One Brewery Wharf, Leeds, West Yorkshire, LS10 1GX**




North Property Group

 [www.northpropertygroup.co.uk](http://www.northpropertygroup.co.uk)


### Leeds - Sales

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 64 Call Lane,  
Leeds, LS1 6DT

### Leeds - Lettings

 +44 1134 265 881

 One Brewery Wharf,  
Leeds, LS10 1GX


### Manchester - Sales

 +44 1612 449 060

 59 Mosley Street,  
Manchester, M2 3HZ


### Manchester - Lettings

 +44 1615 528 378

 59 Mosley Street,  
Manchester, M2 3HZ


### London - Sales

 +44 2045 763 152

 3rd Floor Cairo Studios,  
4 Nile St, Shoreditch,  
London, N1 7RF

### London - Lettings

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