

Terms & Conditions

1	Interpretations & Definitions	1.12	'Fees' shall mean the commission, fees, monies or costs payable by the Landlord to Cameron Pearson, details of which are set out in clause 4 of these Terms & Conditions and the LCI.
1.1	'Cameron Pearson' shall mean Cameron Pearson LLP (company number OC353101) whose registered office is First House, Altrincham Road, Style, Wilmslow, Cheshire, SK9 4JE.	1.13	'ICE' shall mean the Independent Case Examiner for a designated tenancy deposit protection scheme.
1.2	'Details' shall mean any information provided by the Landlord to Cameron Pearson in any documentation; including but not limited to name, contact and fax numbers, email address, postal address and details of payments.	1.14	'Contractor' shall mean a person or company who is appointed as a recommended service provider by Cameron Pearson.
1.3	'Services' shall mean any, some or all of letting, short letting or management services provided by Cameron Pearson under these Terms & Conditions.	1.15	'EPC' shall mean the Energy Performance Certificate as per the Energy Performance of Buildings Regulations 2007.
1.4	'Landlord' shall mean the owner(s) of the Property or the person(s) authorised to instruct Cameron Pearson to market and let the Property in line with the Terms & Conditions.	1.16	'Electrical Equipment Regulations' shall mean the Electrical Equipment (Safety) Regulations 1994.
1.5	'LCI' shall mean the Landlord Confirmation of Instruction document signed by the Landlord instructing Cameron Pearson to market the Property on behalf of the Landlord.	1.17	'Fire Regulations' shall mean the Furniture and Furnishings (Fire Safety) Regulations 1994.
1.6	'LIF' shall mean the Landlord Identification Form initialled and completed by the Landlord or purposes of identification.	1.18	'Gas Regulations' shall mean the Gas Safety (Installation and Use) Regulations 1998.
1.7	'Tenant' shall mean any individual(s), company, firm or partnership names as Tenant in the Tenancy Agreement.	1.19	'Fair Rent Applications' shall mean applications made under the Rent Acts (Maximum Fair Rent) Order 1999.
1.8	'Property' shall mean the residential property to be let by Cameron Pearson, on behalf of the Landlord, as stated in the LCI and LIF.	1.20	'Utility Service Providers' shall mean the respective providers of Gas, Water and Electricity to the Property.
1.9	'Rent' shall mean the sum agreed between the Landlord and the Tenant as payable by the Tenant for the letting of the Property under the terms of the Tenancy Agreement whether stated to be Rent, a premium or any other form of payment whether paid directly by the Tenant or from other means such as deduction from the deposit.	1.21	Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' includes any regulations or orders made under such statute or statutes.
1.10	'Tenancy' shall mean the entire term that the Tenant occupies the Property under the terms of the Tenancy Agreement; including any extension or renewal term as stated by future memorandum, agreement or otherwise.	2	Provision of Services
1.11	'Tenancy Agreement' shall mean the agreement made between the Landlord and the Tenant for the letting of the Property.	2.1	The Terms & Conditions together with the LCI outline the standard terms and conditions to which Cameron Pearson will provide Services to the Landlord. If in any doubt over the clause(s) detailed here in please notify a member of Cameron Pearson's staff and request an explanation.
		2.2	Upon completing the LCI the Landlord has confirmed that they wish to use Cameron Pearson Services in accordance with the Terms & Conditions and agrees to pay the Fees for the Services, as detailed in clause 4.
		2.3	Cameron Pearson will notify the Landlord in writing of the acceptance of the instruction upon receipt of the LCI.

- 2.4 The Accommodation Agencies Act 1953, Section 1(c), prohibits Cameron Pearson from producing, 'any advertisement, list or other document describing any house (or flat) as being to let without the authority of the owner of the house (flat) or his agent.' Thus Cameron Pearson will not accept any instructions unless the Landlord has the power to grant a lease of that Property. It is the Landlord's responsibility to confirm that they have the legal authority to grant a lease of the Property and to notify Cameron Pearson of this.
- 2.5 All amendments, changes, additions or reviews of the Services must be agreed in writing by all parties.
- 2.6 Cameron Pearson requests that the Landlord upon signing these Terms & Conditions notes the Limitation of Liability contained in clause 7.
- 3 **Cameron Pearson Services**
- 3.1 **Letting Service**
- 3.1.1 **Commission**
- 3.1.1.1 Upon receipt of the invoice the Landlord shall pay the Commission due to Cameron Pearson as detailed in the invoice and under the conditions of Clause 4 of these Terms & Conditions.
- 3.1.2 **Tenant Introduction**
- 3.1.2.1 Cameron Pearson shall use all reasonable and feasible methods to let the Property, on behalf of the Landlord, to a Tenant under the terms of a Tenancy Agreement.
- 3.1.2.1 Upon introducing a Tenant to the Property Cameron Pearson shall be due any commission in relation to any Tenancy agreed between that Tenant and that Landlord at that Property.
- 3.1.3 **Rent**
- 3.1.3.1 Cameron Pearson shall agree the Rent with the Landlord in advance of marketing the Property.
- 3.1.3.2 Cameron Pearson shall Rent collect and process the Rent received from the Tenant and submit a statement of account to the Landlord. Where necessary relevant invoice, vouchers and receipts can be requested by the Landlord.
- 3.1.3.3 Unless otherwise agreed the Rent shall include payments liable to the Landlord such as ground rent and service charges but exclude payments usually liable to the Tenant such as gas, electricity, telephone, internet, water, council tax, but not limited to.
- 3.1.3.4 Upon receipt of the monthly rent from the Tenant Cameron Pearson shall transfer the Rent, minus any deductions for Commission due as per Clause 4, directly into the Landlord's chosen bank account, as detailed in the Property Details Form, by wire transfer, within 5 working days.
- 3.1.3.5 Cameron Pearson shall notify the Landlord as soon as reasonably possible of any late payment of the Rent by the Tenant. Cameron Pearson makes all reasonable efforts to contact the Tenant by telephone or post in the event that the Rent is overdue by 5 working days or more.
- 3.1.4 **Tenant References**
- 3.1.4.1 Cameron Pearson shall request references for the Tenant to assess their financial, professional and historic standing in relation to their respective credit history, employment details and previous rentings.
- 3.1.4.2 Cameron Pearson will forward these references to the Landlord for their approval.
- 3.1.4.3 Cameron Pearson does not accept any responsibility or liability for the accuracy or the information contained in the references nor shall Cameron Pearson be held to warrant the suitability of any Tenant.
- 3.1.5 **Tenancy Agreement**
- 3.1.5.1 Upon receipt of reference approval pursuant of Clause 3.1.4 from the Landlord Cameron Pearson Properties shall draw up the Tenancy Agreement together with any relevant additional documentation.
- 3.1.5.2 It is the Landlord's duty to notify Cameron Pearson of any notices, consents or licenses required as detailed in Clause 6 prior to the producing of the Tenancy Agreement.
- 3.1.5.3 Cameron Pearson will not provide advice on any Tenancy Agreement other than Cameron Pearson's Tenancy Agreement and Cameron Pearson strongly recommends that the Landlord seeks independent legal counsel before executing any agreement.
- 3.1.5.4 Cameron Pearson advises that the Tenancy Agreement be stamped otherwise it may not be submitted as evidence in any legal proceedings.
- 3.1.6 **Inventory**
- 3.1.6.1 To prevent complications with damage claims during the Tenancy Cameron Pearson advises that an Inventory and Schedule of Condition is a necessity.

- 3.1.6.2 Where necessary Inventories should show that furnishings, soft furnishings and electricals comply with current health and safety legislation.
- 3.1.6.3 Cameron Pearson can provide the compilation of a professional independent Inventory, on behalf of the Landlord, prior to the commencement of the tenancy that will include a Schedule of Condition and Check-In Report. This can be organised at the cost of a pre-arranged charge to the Landlord.
- 3.1.6.4 The cost of the compilation of an Inventory and Check-In shall be dependant on the size, nature and contents of the Property.
- 3.1.6.5 The Landlord shall be responsible for the Inventory and Check-In at the commencement of the Tenancy.
- 3.1.6.6 Cameron Pearson can not accept liability for any errors or omissions made by any Inventory Clerk.
- 3.1.7 **Deposit**
- 3.1.7.1 Unless otherwise agreed between the Landlord and the Tenant the Tenant shall pay a deposit equal to six weeks Rent. Please refer to Clause 11 for how the deposit shall be held.
- 3.1.8 **Keys**
- 3.1.8.1 The Landlord shall entrust one full set of keys/fobs for the Property to Cameron Pearson for the purpose of access to the Property for marketing and viewings.
- 3.1.8.2 In the event that keys are held by a Porter then it is the Landlord's responsibility to notify the Porter of Cameron Pearson's right to view and to provide Cameron Pearson with the full details for viewing arrangements.
- 3.1.8.3 Where there is an alarm system in the Property then it is the Landlord's responsibility to notify Cameron Pearson of all details required to arm and disarm the relevant alarm(s).
- 3.1.8.4 The number of keys/fobs required for any Tenancy shall be agreed prior to the commencement of any Tenancy between the Landlord and the Tenant. All costs for producing additional keys/fobs shall fall solely to the Landlord.
- 3.1.8.5 Where Cameron Pearson are appointed to Manage the Property an additional set of keys/fobs shall be given to Cameron Pearson to be held in the office for Management access use.
- 3.1.8.6 In the event that any keys/fobs to the Property are lost, stolen, or otherwise misplaced, Cameron Pearson recommends that the Landlord arrange for the replacement of the relevant lock.
- 3.1.9 **Transferring of Utilities**
- 3.1.9.1 It is the Landlord's responsibility to close all of their own accounts with the Utility Service Providers prior to the commencement of any Tenancy and to provide the Utility Service Providers with the relevant meter readings on the date of the commencement of the Tenancy.
- 3.1.9.2 It is the Landlord's responsibility to notify their local authority the date that the Tenancy commences and thus the date that they are no longer liable for the Council Tax due on the Property.
- 3.1.9.3 It is the Landlord's responsibility to provide an active working telephone line at the Property. The Landlord will be responsible for all set up costs regarding the installation and/or activation of a telephone line in the Property.
- 3.1.9.4 It is the Landlord's responsibility to reinstate all accounts with Utility Providers, local authorities and any other relevant service providers into the Landlord's name at the end of the Tenancy and ensure that there are no lapses in payments during any vacant periods.
- 3.1.10 **Advertising**
- 3.1.10.1 Upon signing the LCI and Terms & Conditions the Landlord permits Cameron Pearson to advertise the Property on www.cameronpearson.co.uk and in any other relevant advertising documentation that Cameron Pearson deems suitable.
- 3.1.10.2 All photographs, floorplans and documentation relating to Cameron Pearson's marketing of the Property shall remain the property of Cameron Pearson during and after the marketing of the Property and shall not be passed to or used by any other agents, affiliates, associates or similar parties known to the Landlord.
- 3.1.10.3 Upon instructing Cameron Pearson to market the Property, the Landlord gives Cameron Pearson permission to erect an agency board outside the Property; where the agency board complies with the Local Authorities guidelines.
- 3.1.11 **Sale of the Property**
- 3.1.11.1 In the event that any sale of, or acquisition of any interest in the Property, is agreed between the Landlord and the Tenant or any other person directly related to either party or any person introduced to the

- Landlord by Cameron Pearson leading to an exchange of contracts then Cameron Pearson shall be due Commission on the sale at 2% of the price upon sale. The commission shall be due and paid within 5 working days of the date of the completion of the sale.
- 3.1.11.2 In the event that Property is sold or passed onto another party with the benefit of the Tenancy then the Commission due for any current Tenancy, extensions or renewals will remain the responsibility of the Landlord until the new owner(s) has completed and signed the relevant Cameron Pearson documentation thus taking over responsibility of the Tenancy.
- 3.1.12 **Termination of Services**
- 3.1.12.1 The Landlord may terminate Cameron Pearson Services at any point with 90 days written notice.
- 3.1.12.2 In the event that the Landlord wishes to terminate the Services after Cameron Pearson has found a suitable Tenant for the Property and a Tenancy Agreement has been signed by the Landlord and Tenant, Cameron Pearson will be due all Commission payable for the Tenancy Term whether or not the Tenancy Term is completed.
- 3.2 **Management Services**
- 3.2.1 Statement of Management Services
- 3.2.1.1 In the event of the Landlord using Cameron Pearson's Management Services the following conditions of Clause 3.2 shall apply in addition to the conditions stated in Clause 3.1.
- 3.2.2 **Commission**
- 3.2.2.1 Upon receipt of the invoice the Landlord shall pay the Commission due to Cameron Pearson as detailed in the invoice and under the conditions of Clause 4 of these Terms & Conditions.
- 3.2.3 **Management Inspections**
- 3.2.3.1 Cameron Pearson will conduct four quarterly inspections of the Property per year for each year of the Tenancy.
- 3.2.3.2 Cameron Pearson will submit a report of each inspection to the Landlord.
- 3.2.3.3 If the report should indicate any damages, poor condition or breaches of the Tenancy Agreement then Cameron Pearson will consult with the Landlord and organise the necessary works, not limited to but including quotes for any works, booking of trusted contractors, notifying the Tenant(s) of any works that they or the Landlord are required to perform and advice on whether any professional legal advice is required or not.
- 3.2.3.4 Cameron Pearson will not accept any liability for any omissions or errors made in the Management Inspection Reports nor should the Landlord act in reliance on them without taking independent professional advice.
- 3.2.4 **Float**
- 3.2.4.1 Cameron Pearson require a float to be placed in a designated Cameron Pearson account prior to the commencement of any Managed Tenancy in order that Cameron Pearson can perform any necessary works to the Property to ensure that it meets the standards required by the Tenancy Agreement.
- 3.2.4.2 The operating float of no less than £350.00 must be maintained throughout the Term of the Managed Tenancy and in the event that it falls below this amount the Landlord is required to balance it back to a minimum of £350.00 immediately.
- 3.2.4.3 The Landlord shall not receive any interest from the holding of the Float by Cameron Pearson. At the end of the Tenancy the sum of the Float shall be returned to the Landlord.
- 3.2.5 **Authorisation of Works**
- 3.2.5.1 Cameron Pearson will accept verbal confirmation from the Landlord to carry out any works on the Landlord's behalf to the Property up to a value of £350.00.
- 3.2.5.2 In the case of emergency or if Cameron Pearson decides that it is impractical or unreasonable to obtain the Landlord's approval Cameron Pearson will carry out any necessary works up to a value of £350.00 without the Landlord's verbal approval.
- 3.2.5.3 For any Works that are to cost in excess of £350.00 then Cameron Pearson will seek written approval from the Landlord following any estimates for Works. Cameron Pearson will then at further written request by the Landlord organise any Works.
- 3.2.5.4 Cameron Pearson will not perform any works without the necessary funds being cleared in the Float.
4. **Payment of fees**
- 4.1 The Landlord shall pay the fees specified for the Services in the Terms and Conditions as stated below:
- Letting Service
- 10% of total Rent payable under the initial Tenancy Term.

○	10% of total Rent payable under the Term of any renewal or extension of the Tenancy.	6.2	It is the Landlords responsibility to ensure that all consents, notifications and licenses relating to the Tenancy Agreement have been obtained prior to the commencement of any Tenancy. The restrictions may include but are not limited to; terms of a head lease, mortgage, loan, joint ownership and insurance policy terms of the Property.
Short Letting Service			
○	18% of total Rent payable under the Tenancy Term		
○	18% of total Rent payable under the Term of any renewal or extension of the Tenancy.		
Management Service			
○	5% of total Rent payable under the Tenancy Term	6.3	It is the Landlord's responsibility to ensure that the Property and the Landlord's contents therein are covered under a valid and current insurance policy. The policy should include occupier's and third party liability risks.
○	5% of total Rent payable under the Term of any renewal or extension of the Tenancy.		
○	A minimum of £350.00 to be held as a float against any management works.		
4.2	All charges are exclusive of V.A.T.	6.4	The Landlord confirms that all Details supplied to Cameron Pearson are true and correct and any necessary alterations, additions or amendments will be true and correct and submitted as soon as the Landlord is aware of them.
4.3	Unless otherwise agreed, all fees must be paid in full within 10 days of invoice date, or prior to the commencement of the Tenancy, whichever is sooner.	6.5	The Landlord shall supply an address in England & Wales to where notices served under the Tenancy Agreement may be served in line with Clause 48 of the Landlord and Tenant Act 1987.
4.4	If payments are not paid by the due date, Cameron Pearson, without limiting any of its rights, will charge interest on the outstanding amount, before, during and after judgement, at a rate of 5% above base rate of Royal Bank of Scotland plc, from the due date until the outstanding amount is paid in full.	6.6	It is the Landlords responsibility to ensure that the Property meets all relevant regulations, including but not limited to; fire regulations, gas regulations, electrical regulations, energy performance of buildings regulations 2007 and any additional health & safety regulations.
4.5	Cameron Pearson reserves the right to suspend any services in the event that any payment is outstanding, until a time when the outstanding amount is paid.		
5.	Contractors	7	Cameron Pearson Obligations, Warranties and Liabilities
5.1	Unless otherwise instructed by the Landlord, Cameron Pearson shall use the Contractors to carry out any Works.	7.1	Cameron Pearson shall not offer any warranty or guarantee for any Service provided by a third party. Where applicable Cameron Pearson shall offer to the Landlord the benefits of any warranty or guarantee offered by the third party.
5.2	Cameron Pearson shall use a contractor specified by the Landlord given that the Landlord provides the necessary contact details. In the event that Cameron Pearson is unable to contact the specified contractor within a given time frame or an emergency then Cameron Pearson shall use one of the Contractors.	7.2	Cameron Pearson will not accept any responsibility for any loss arising from the Landlord supplying Details that are incorrect, untrue, illegible or of a nature that is outside the boundaries set by these Terms & Conditions.
5.3	Cameron Pearson will not action any works without payment for the Works in advance of any Works being started.	7.3	Cameron Pearson will not be liable for any Tenant whom fails to abide by the obligations and restrictions o the Tenancy Agreement.
5.4	Cameron Pearson accepts no responsibility or liability for any damages caused by contractors specified by the Landlord.	7.4	The advice given by Cameron Pearson does not constitute legal advice. It is the Landlord's responsibility to seek independent professional legal advice in order to obtain further information on any documentation or legal matter arising from the Landlord's dealings with Cameron Pearson.
6.	Landlord Warranties		
6.1	The Landlord warrants that the Landlord is the sole or joint owner of the Property, as defined in the Accommodation Agencies Act 1953, and they have the legal right to let out the Property under the terms and restrictions of any mortgage or head lease.	7.5	In the event that Cameron Pearson Services are delayed or fail due to any reason beyond Cameron Pearson

- reasonable control, Cameron Pearson shall not be liable and shall not be in breach of these Terms and Conditions.
- 7.6 No clause within these Terms & Conditions shall exclude or limit either party's liabilities with regards to personal injury or death caused by their own negligence.
- 8 **Privacy and Data Protection**
- 8.1 Cameron Pearson shall use the Landlord's personal information for purposes of administration, marketing, vetting and customer services relevant to supplying the Services. Cameron Pearson will disclose the Landlord's Details to Contractors for this purpose.
- 8.2 Cameron Pearson will archive the Landlord's details to enable future contact with regards to future use of the Services.
- 8.3 Cameron Pearson may search credit reference agency reports on the Landlord in order to prevent fraud, money laundering and to confirm the Landlord's identity.
- 8.4 Upon acceptance of the Terms & Conditions the Landlord agrees and confirms that Cameron Pearson may archive, host and otherwise process the Details in accordance with data protection legislation.
- 9 **Income Tax**
- 9.1 Income from letting property in the United Kingdom is subject to income tax, even if the Landlord is a resident abroad and whether or not the Landlord is an individual, an overseas-registered company or an overseas-resident trust.
- 9.2 If a Landlord is not a resident in the United Kingdom then section 42A of the Income Tax and Corporation Taxes Act 1998 obliges Cameron Pearson as the agent of the Landlord to account for tax at the basic rate on rental income in the United Kingdom if the Landlord's usual place of residence is outside the United Kingdom. From 6th April 1996 any Landlord who is resident outside the United Kingdom can apply directly, through Cameron Pearson as managing agent or through their accountant, to the Inland Revenue for exemption at deduction of tax at source from rental income. If approval is granted by the Inland Revenue, as from the date of such approval, Cameron Pearson, as the Landlord's agent, may be entitled to pay over the Rents to the Landlord without making tax deductions. If approval is not obtained or granted then Cameron Pearson must pay the basic rate of income tax on the net value of Rent to the Inland Revenue on a quarterly basis.
- 9.3 The calculation of income tax by Cameron Pearson will not take into account mortgage interest, wear and tear allowance or other tax deductible items which Cameron Pearson do not pay on the Landlord's behalf. Any overpayment of tax will have to be reclaimed by the Landlord at the end of each tax year by the submission of a self-assessment tax return to the Inland Revenue. Indemnities held against tax retentions are not valid for Rent received after 5th April 1996.
- 10 **Money Laundering**
- 10.1 Cameron Pearson is required to undertake due diligence investigations with regards to the Landlord in compliance with The Money Laundering Regulations 2003, Proceeds of Crime Act 2002 and Terrorism Act 2000 as amended by the Anti-Terrorism, Crime and Corruption Act 2001.
- 10.2 The Landlord undertakes to promptly provide all Details requested by Cameron Pearson, including but not limited to; details required to complete the LIF, confirmation from the Landlord of the source of any funds, confirmation that all necessary tax has been paid and returns made in relation to any funds that may be an issue.
- 10.3 As part of its instructions it is necessary for Cameron Pearson to hold money on behalf of the Landlord whilst Cameron Pearson is required to carry out further due diligence checks. In this respect the Landlord shall provide evidence that the Landlord has an active UK bank account. If the Landlord does not bank in the UK, it shall provide a reference from an internationally recognised foreign bank confirming they hold accounts in the Landlord's name and the length of time they have held them.
- 10.4 Cameron Pearson is not obliged to proceed or continue to carry out any instructions of or Services for the Landlord until requests for Details and/or documents by Cameron Pearson have been complied with in full.
- 11 **Tenancy Deposits for Assured Shorthold Tenancies**
- 11.1 Cameron Pearson requires the Landlord to be a registered member of a recognised tenancy deposit protection scheme. The Landlord shall provide documentation to this effect prior to the commencement of the Tenancy and prior to receiving any Deposit monies.
- 11.2 At the end of the Tenancy if there is no dispute between the Landlord and the Tenant then the Landlord shall return the Deposit, minus any agreed costs or

deductions, to the Tenant's nominated account, as per the conditions of the Tenancy Agreement.

11.3 Following written consent from the Landlord and the Tenant, the Deposit monies should be returned to the Tenant within 10 working days.

11.4 In the event of a dispute that can not be resolved within 10 working days of the initial dispute notification, the dispute shall be submitted to the ICE for adjudication which all parties will to cooperate with.

12 **Final Statement**

12.1 The Terms & Conditions shall be governed in accordance with the laws of England of Wales and each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

12.2 The Terms & Conditions and LCI form the agreement between Cameron Pearson and the Landlord and supersede any previous agreements made between Cameron Pearson and the Landlord.

