

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: HC08C00498

IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999

BEFORE MR JUSTICE MANN

BETWEEN:

THE OFFICE OF FAIR TRADING

- and -

FOXTONS LIMITED

Defendant



ORDER

TAKE NOTICE that if you the within-named Defendant do not comply with paragraph 2 of this Order you may be held to be in contempt of court and imprisoned or fined, or your assets may be seized.

UPON the trial of the issues of liability in these proceedings

AND UPON HEARING Counsel for the Claimant and Counsel for the Defendant at a hearing on 29, 30 April and 1 May 2009 and subsequent hearings on 9 November 2009 and 17 December 2009

AND UPON the Court having stated its conclusions on the issues of liability in its Judgment dated 10 July 2009 ("the Judgment")

AND UPON the Court having been asked to note the Claimant's statement to the Court that it will not contend that the terms (namely those in the form in Schedule 3 hereto) which the Defendant has used in contracts concluded since the date of the Judgment and may hereafter

use until 1 February 2010 are in breach of this Order (without prejudice to the view which it, the Court or any other court or competent body may take as to their fairness within the meaning of regulation 5(1) of the Unfair Terms in Consumer Contracts Regulations 1999 ("the 1999 Regulations"))

AND UPON the Court having been asked to note the Claimant's statement to the Court that it will not contend that the terms in the form in Schedule 4 hereto are in breach of this Order (without prejudice to the view which it, the Court or any other court or competent body may take as to their fairness within the meaning of regulation 5(1) of the 1999 Regulations)

AND WHEREAS for the purposes of this Order, the following phrases have the following definitions:

- A. The phrase "*old renewal commission clause*" refers to terms in the form set out in the terms and conditions contained at Schedule 1 to this Order concerning commission on renewals, extensions and hold-overs namely clauses 2.14.3, and 2.14.4 and the relevant parts of clauses 1.1, 1.2 and 1.5 of the terms set out in that Schedule.
- B. The phrase "*new renewal commission clause*" refers to terms in the form set out in the terms and conditions contained at Schedule 2 to this Order concerning commission on renewals, extensions and hold-overs, namely the relevant parts of clauses 1.1 and 1.2 of the terms set out in that Schedule.
- C. The phrase "*the Comprehensive Management Service*" refers to the property management services provided by the Defendant with the prior agreement of the landlord, and for which the landlord pays to the Defendant additional commission over and above that payable for the introduction of a tenant.

IT IS HEREBY ORDERED THAT:

- 1. It is declared that:
 - (A) In contracts concluded with consumers, the old renewal commission clause and the new renewal commission clause, and any term or terms having like effect, are

unfair within the meaning of regulation 5(1) of the 1999 Regulations.

- (B) In the terms contained in Schedule 1 to this Order ("the old terms"), the term concerning commission on the sale of a property to a tenant, namely clause 5.1 ("the sales commission clause"), and any term or terms having like effect, is unfair within the meaning of regulation 5(1) of the 1999 Regulations and accordingly pursuant to regulation 8(1) of the 1999 Regulations is not binding on the consumer in any contract concluded with a consumer prior to the date of this Order;
 - (C) In the old terms, the term concerning commission after the sale of a property by the landlord, namely clause 5.2 ("the third party renewal commission clause"), and any term or terms having like effect, is unfair within the meaning of regulation 5(1) of the 1999 Regulations and accordingly pursuant to regulation 8(1) of the 1999 Regulations is not binding on the consumer in any contract concluded with a consumer.
2. Save with the prior permission of the OFT (such permission not to be unreasonably withheld and the decision in respect of such permission to be provided within a reasonable time) or the Court, the Defendant may not (whether by itself, its agents or howsoever):
- (A) use or recommend for use or otherwise howsoever attempt to insert or rely on any of the terms comprising the old renewal commission clause or the new renewal commission clause, or any term or terms having like effect to the aforementioned clauses, in contracts with consumers not taking the Comprehensive Management Service, concluded on or after the date of this Order;
 - (B) use or recommend for use or otherwise howsoever attempt to insert or rely on any of the terms comprising the sales commission clause or the third party renewal commission clause, or any term or terms having like effect to the aforementioned clauses, in contracts concluded with consumers on or after the date of this Order;
 - (C) enforce or attempt to enforce or otherwise howsoever rely on the old renewal

commission clause or the new renewal commission clause, or any term or terms having like effect to the aforementioned clauses, in contracts with consumers not taking or no longer taking the Comprehensive Management Service concluded prior to the date of this Order;

- (D) enforce, attempt to enforce or otherwise howsoever rely on the sales commission clause, the third party renewal commission clause or any term or terms having like effect to the aforementioned clauses, in contracts concluded with consumers prior to the date of this Order.
3. For the avoidance of doubt, for contracts concluded with consumers taking the Comprehensive Management Service who later cease to take this service, the Defendant may not enforce, attempt to enforce or otherwise howsoever rely on any of the terms comprising the old renewal commission clause or the new renewal commission clause, or any term or terms having like effect to the aforementioned clauses in respect of any further renewal commission which first becomes due after the date of cessation of the Comprehensive Management Service.
4. Liberty to apply in respect of the above paragraphs. For the avoidance of doubt:
- (A) The Court upon any such application shall have the power to disapply any part of the above paragraphs of this Order with regard to specified contracts entered into by the Defendant with consumers;
 - (B) Paragraph 2(C) above shall not preclude the Defendant from enforcing or attempting to enforce or otherwise relying upon the old renewal commission clause and/or the new renewal commission clause or any term or terms having like effect to the aforementioned clauses:
 - (1) On the grounds that such terms are outside the scope of the 1999 Regulations; and/or
 - (2) On the grounds that the Comprehensive Management Service was being taken at the relevant time; and/or

- (3) In the case of any claim for repayment of renewal commission previously paid or deducted, on any ground open to the Defendant other than in reliance upon the binding effect of the aforementioned terms.
5. The Defendant shall pay the Claimant the agreed sum of £160,000.00 towards the Claimant's costs of and occasioned by the claim save as already ordered, to be paid by 4pm on 23 November 2009.
6. The time for the Defendant to apply for permission to appeal shall be further extended to 21 days after the delivery by the Supreme Court of the United Kingdom of the Judgment in the case of *Abbey National Plc v The Office of Fair Trading* (an appeal against the judgment [2009] EWCA Civ 116).
7. Upon the Defendant undertaking that it will not seek to reverse or vary the Order herein insofar as it affects the Defendant's ability to use or recommend for use or otherwise howsoever attempt to insert or rely on or enforce the old renewal commission clause in cases other than those where the original tenant remained in occupation, limited permission to the Defendant to appeal only in respect of the old renewal commission clause. Such permission to appeal does not extend to the findings in respect of whether clause 2.14.3 of the old renewal commission clause is in plain intelligible language.
8. The time for the Defendant to file its Appellant's Notice is extended to 4pm on 29 January 2010.

DATED: 22 December 2009

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: HC08C00498

IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999

BEFORE MR JUSTICE MANN

BETWEEN:

THE OFFICE OF FAIR TRADING

Claimant

- and -

FOXTONS LIMITED

Defendant

SCHEDULE 1

This is Schedule 1 to the Order of The Honourable Mr Justice Mann dated 22 December 2009

Foxtons



Thank you for instructing Foxtons to act on your behalf in marketing your property for rental. Our marketing includes a full colour brochure, floorplans, location map, aerial photography, 360° photography, colour advertising and promotion on Foxtons.co.uk. Accordingly, we confirm our terms and conditions as detailed on the following pages. Please sign where indicated, thereby accepting these terms, and return to Foxtons, retaining a copy for your records.

Property Address _____

 _____ Postcode _____

Name(s) of Landlord(s) _____

If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

Landlord's Correspondence Address (must be UK address for service)

 _____ Postcode _____

Landlord's Correspondence Address (overseas address if applicable)

 _____ Postcode _____

Daytime Tel. _____ Evening Tel. _____
 Mobile Tel. _____ Fax _____
 Email _____

Daytime Tel. _____ Evening Tel. _____
 Mobile Tel. _____ Fax _____
 Email _____

Which account would you like us to pay the rent to?
 Bank _____
 Branch _____
 Account No. _____
 Sort Code _____
 a.c. Name _____

Rent Statements
 Foxtons will send a copy of your rent statements, free of charge, to your accountants. If you would like us to do this please complete the following information.
 Name of Accountants _____
 Contact _____
 Address _____
 _____ Postcode _____

Please confirm that while Foxtons is letting your property, you will be resident:
 In the UK Overseas


If you are resident overseas, have you applied for self-assessment?
 Yes No

Foxtons is legally obliged to file a tax return stating names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually either NRL1 or NRL2) quoting Foxtons reference NA010178 and our registered office address (Building One, Chiswick Park, 566 Chiswick High Road, London, W4 5BE) and post it to Non-Resident Landlords Scheme, Financial Intermediaries and Claims Office, Unit 366B, St Johns House, Merton Road, Merseyside, L69 9BB. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

Is the property furnished? YES NO

Foxtons Fresh YES NO

Our Fees Long Term Lettings (including Rent Collection and Comprehensive Property Management) **17%** (Initial term greater than six months)
 Short Term Lettings (including Rent Collection and Comprehensive Property Management) **26%** (Initial term of six months or less)
 Unless otherwise instructed, Foxtons will offer your property to tenants looking for either a long or short term tenancy.

 We are members of the OEA and abide by the OEA Code of Practice. You agree that we may disclose information relating to the rental of your property to the Ombudsman, if you have registered a complaint and he asks for it. You also agree that we may disclose your contact details to OEA Ltd if they ask for it, to assist in their monitoring of our compliance with the Code of Practice.

Signature _____

Date _____



Information about your property

In order for Foxtons to manage your property effectively please provide the following information in as much detail as possible.

If you wish Foxtons to transfer your utility accounts please provide the following information

	Name of Service Provider	Account number
Gas		
Electricity		
Water		
Council Tax		

Please give details below of your domestic appliances. We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

	Make and Model	Approx. age	Warranty expiry date	Warranty or service cover details
Boiler/Central Heating System				
Fridge/Freezer				
Washing machine/Tumble dryer				
Dishwasher				
Burglar Alarm				

Is the property **FREEHOLD** **LEASEHOLD** If the property is Leasehold please complete the following:

	Name	Address	Telephone
Managing Agents			
Superior Landlords			

Do you want Foxtons to pay your ground rent? YES NO Do you want Foxtons to pay your service charge? YES NO

Who should these payments be made to? MANAGING AGENT SUPERIOR LANDLORD Frequency of payments? MONTHLY QUARTERLY

Approximate annual amount £ _____

Opting out of long let Comprehensive Management service

Landlords who do not wish to take up Foxtons' Comprehensive Property Management service must tick below and complete the following information. Please note that Foxtons is required to provide this information to your tenant. Our fee for the letting service only (including rent collection) is 11%.

I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Foxtons
Transfer of utilities, key-holding service, two management inspections per year, payment of outgoings, arranging repairs & maintenance, 24-hour call-out service.

My 24 hour emergency contact number is _____

On occasions when I am/we are unavailable (e.g. on holiday or abroad), the following person should be contacted

Name _____ 24 hour emergency contact number _____

Signature _____

Date _____



Terms & Conditions

1.0 Introduction of Tenant

- 1.1 In the event that Foxtons introduces a tenant who enters into an agreement to rent the landlord's property, commission becomes payable to Foxtons Ltd. (Please see 6.3 regarding outstanding fees.) The commission fee is payable on or before the commencement of the tenancy and upon any extension(s), renewal(s) or hold-over(s) thereof, and for any further periods for which rental income is received (hereafter referred to as renewal commission, see 2.14 below), whether or not negotiated by Foxtons. The scale of commission fees charged is as set out on pages 1 and 2.
- 1.2 The commission fee is payable for any tenant introduced to the property by Foxtons, whether or not the tenancy is finalised by Foxtons. The commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, or where the tenant extends and/or holds over indefinitely, commission will be payable for the same period as the initial agreement subject to clause 1.5 below.
- 1.3 Foxtons will deduct the commission fee from the first rental payment. Where we collect the rent, if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.4 Where Foxtons does not collect the rent the commission must be paid prior to the start of the tenancy.
- 1.5 If the landlord or tenant terminates the tenancy agreement prior to the end of the tenancy term, and if in accordance with any break clause contained in the tenancy agreement at the time the agreement was executed, Foxtons will refund the commission for the remaining period of the tenancy. The commission will be refunded within 14 days of the tenant vacating the property.

2.0 Lettings service

2.1 Collection of Rent

- 2.1.1 Foxtons will collect rent in accordance with the terms of the tenancy agreement.
- 2.1.2 If the rent has not been paid five days after it falls due, Foxtons will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices. We will also offer advice regarding legal proceedings for the recovery of the rent and repossession of the property where appropriate.

Transfer of money to the landlord

- 2.1.1 Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.

- 2.2.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above HSBC's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

- 2.2.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this.

2.3 Tenancy agreement

- The charge to the landlord for the tenancy agreement is £320. In the event of the landlord instructing Foxtons to proceed with an offer and subsequently withdrawing his instruction, this charge is non-refundable.

2.4 References

- Where the initial term of the letting is for a period of six months or less, Foxtons will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period greater than six months, Foxtons will obtain references on prospective tenants. By signing the tenancy agreement or otherwise instructing Foxtons to proceed with a letting, the landlord, or landlord's agent, is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Foxtons to obtain these.

2.5 Agency

- 2.5.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.
- 2.5.2 However by instructing Foxtons as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Foxtons to sign any of the necessary documentation on your behalf.
- 2.5.3 By instructing Foxtons to hold a Foxtons Fresh, you are appointing us as your sole agent for a period of 4 weeks from the date of this instruction. Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in clause 1 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Foxtons, by you, or by any other agent or third party.

Electronic documentation

- Contracts which have been signed electronically (whether by fax, e-mail or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

2.7 Inventory & check-in

- 2.7.1 Where instructed, Foxtons will draw up an inventory of your property's fixtures, fitting and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be given on request.

- 2.7.2 Foxtons does not accept liability for losses resulting from any errors or omissions within inventory, check-in or check-out documents.

2.8 Check-out

- Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.

2.9 Deposit

- 2.9.1 Foxtons will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.

- 2.9.2 The deposit will be held in accordance with the terms of the tenancy agreement.

- 2.9.3 Any interest earned on the deposit will be retained by Foxtons.

- 2.9.4 Under the terms of our standard Assured Shorthold Tenancy agreement, the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Scheme Limited (TDSL) where applicable. All deposit deductions must be agreed in writing by both landlord and tenant upon the termination of the tenancy. Foxtons takes no responsibility for the failure of a deposit being registered where held by the Landlord or an alternative appointed agent.

2.10 The Gas Safety (Installation & Use) Regulations 1998

- 2.10.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and

the fixed installation are maintained in good order and checked for safety at least every 12 months by a CORGI registered engineer.

- 2.10.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45, will be debited from the landlord's account.
- 2.10.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a CORGI Registered Engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45, will be debited from the landlord's account.

2.11 The Electrical Equipment (Safety) Regulations 1994

- 2.11.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

- 2.11.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45, will be debited from the landlord's account.

- 2.11.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons have not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45, will be debited from the landlord's account.

2.12 The Fire and Furnishings (Fire) (Safety) Regulations 1988 & (Amendment) 1993

- 2.12.1 The landlord warrants that he is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

- 2.12.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy.

2.13 Indemnity

- The landlord undertakes to keep Foxtons fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

2.14 Renewals and Extensions

- 2.14.1 Foxtons will endeavour to contact both landlord and tenant before the end of the tenancy to negotiate an extension of the tenancy, if so required.

- 2.14.2 We will also draw up the appropriate documents for the renewal of the tenancy for signature by both parties. The charge to the landlord for this is £60.

- 2.14.3 Renewal commission will become due in respect of renewals, extensions and hold-overs or new agreements where the original tenant remains in occupation. It will also become due where the incoming tenant is a person, company or other entity associated or connected with the original tenant, either personally, or by involvement or connection with any company or other entity with whom the original tenant is or was involved or connected. Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation. Commission is due whether or not the renewal is negotiated by Foxtons.

- 2.14.4 Renewal commission is charged in advance, either as a percentage of the rental value of the new agreed term or where the tenant extends and/or holds over indefinitely, commission will be payable for the same period as the initial agreement subject to clause 1.5 above. The scale of commission fees charged is as set out on page 1.

3.0 Landlords resident outside the UK

- 3.1 The Non-resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

- 3.2.1 You can apply to HMRC for approval to receive rents with no tax deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you with no tax deducted, it remains liable to UK tax and you must include it on your tax return.

- 3.2.2 Where a non-resident landlord does not have approval from HMRC, we charge £75 for each quarterly return that we submit. We also complete an annual return and send you a certificate showing the amount of tax that we have paid on your behalf. A charge of £100 is levied for this service. No interest is paid to landlords on tax retentions held by Foxtons.

- 3.2.3 Foxtons must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Foxtons will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Foxtons registered head office address.

- 3.2.4 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

4.0 Comprehensive Property Management

- 4.1 The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below. Our fee for the Management Service is 6% which is taken monthly in advance. The minimum period of our appointment to manage the property is three months. The management agreement can be terminated after this period by either party giving one month's notice to the other. On the expiry of such notice we will revert to the lettings service only.

4.2 Transfer of utilities

- 4.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Foxtons will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.

- 4.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Foxtons cannot be held liable if services are disconnected or are not transferred by the utility companies.

- 4.2.3 At the end of the tenancy, we will contact the service companies and request transfer of

Signature _____

Date _____

Foxtons



responsibility for the service accounts to the landlord. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Foxtons cannot be held liable should the service companies cut off the services for whatever reason.

4.3 Key holding service

We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

4.4 Repairs and maintenance

4.4.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.
4.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).

4.4.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

4.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

4.4.5 If the cost of any work exceeds £500 an administration charge of 10% of the invoice will be made.

4.5 Payment of outgoings

4.5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

4.5.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

4.5.3 Where instructed by the landlord, and where we hold sufficient funds, Foxtons will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

4.6 Management inspections

We will undertake two inspections of the property each year. It must be understood that these inspections can only provide a superficial examination and are not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 will be charged for any additional visits or inspections requested.

4.7 Check-out and deposit

4.7.1 We will send you a copy of the check out report together with recommendations for deductions that should be made from the deposit. We require that you confirm in writing the deductions you wish to make within 10 days of the end of the tenancy. If we do not receive an alternative instruction, we reserve the right to release the deposit to the tenant in line with our recommendations and the landlord will have to liaise directly with the tenant to recover any unclaimed deductions. If there is a dispute over deposit deductions, the disputed amount will be automatically forwarded to the TDSL in accordance with the tenancy agreement.

4.7.2 In the event of the disputed proportion of the tenant's deposit going before an arbitration panel, Foxtons will attend the hearing by special arrangement. The fee for any such appearance will be £350 + VAT per day, or part thereof. Foxtons will not accept any responsibility for the failure of any such claim made by the landlord.

4.8 Management while the property is vacant

During void periods we charge a fee of £50 per month. We will continue to manage the property during this period, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Foxtons must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his insurance company should the property be empty for longer than thirty days.

4.9 Purchase of items for property

Foxtons has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £50 per hour or part thereof.

4.10 Dealing with third parties

Foxtons will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

4.11 Insurance

4.11.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

5.0 Sales provisions

5.1 Sale of property to tenant

In the event that the tenant, occupant or licensee of the property enters into an agreement with the owner/landlord to purchase the property, a commission of 2.5% of the purchase price becomes payable by the owner/landlord to Foxtons when contracts for the sale of the property are exchanged. Foxtons reserves the right to defer payment of this commission until completion.

5.2 Sale of property by landlord

Where a property is sold, transferred or otherwise dealt with, with the benefit of a tenancy, Foxtons' fees remain the responsibility of the original landlord for the duration of the tenancy and for any extensions, renewals or periods of holding-over, irrespective of whether negotiations were carried out by Foxtons. The landlord should instruct his solicitor to assign responsibility for Foxtons' fees to the purchaser.

Declaration

I/we declare that I am/we are the sole/joint owner(s) of the freehold/leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Fire and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I have read and understood the terms and conditions as set out above and overleaf in clauses 1-6, in particular clauses 5.1 and 5.2. I accept that in signing this document I am bound by its entire contents.

6.0 General notices

6.1 Permissions and consents

6.1.1 The landlord warrants that consent to let from his mortgagees has been obtained, and
6.1.2 Where he is a lessee, the lease extends beyond the term that he proposes to let and that any necessary consents have been obtained, and

6.1.3 He has notified his insurance company of his intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and

6.1.4 Where he is a joint owner, he has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

6.2 Commission & Interest

Any commission, interest or other income earned by Foxtons while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to contractors or inventory clerks, will be retained by Foxtons.

6.3 Outstanding Fees

The landlord agrees that, where any of Foxtons' fees, commission charges and/or renewal commission charges remain outstanding for more than seven days, Foxtons may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Foxtons is instructed.

6.4 Keys

6.4.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.

6.4.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

6.4.3 Foxtons' secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Foxtons' liability is strictly limited to the cost of cutting a new set of keys.

6.5 Duplicate Documents

In the event of Foxtons having to send duplicate documents or statements, a charge of £2.50 per document or statement will be made, subject to a minimum charge of £10.

6.6 Disclaimer

Foxtons will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

6.7 Legal Proceedings

Foxtons is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 per day, or part thereof. Foxtons will not accept service of legal proceedings on the landlord's behalf.

6.8 Indemnity

The landlord agrees to indemnify Foxtons as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

6.9 Amendments/Variations

This contract constitutes the entire agreement between Foxtons and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Foxtons.

6.10 Interest

Foxtons fees are payable on demand, as and when they fall due. Foxtons reserves the right to charge interest on any amounts outstanding twenty eight days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above HSBC's base rate.

6.11 VAT

All Foxtons commission fees and any other charges are subject to VAT at the prevailing rate.

6.11.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

6.11.2 Foxtons reserves the right to change the schedule of fees and these terms of business.

6.12 Data Protection & Privacy Policy

Foxtons is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Foxtons Limited, Building One, Chiswick Business Park, 566 Chiswick High Road, London W4 5BE.

7.0 Complaints Procedure

Should you have any problems with Foxtons' service which you are unable to resolve with the negotiator involved or the branch/department manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Chief Executive Officer of Foxtons (CEO). The same time limits will apply. Following the CEO's investigation, a written statement expressing Foxtons' final view will be sent to you. This will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsman for a review.

Signature _____

Date _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: HC08C00498

IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999

BEFORE MR JUSTICE MANN

BETWEEN:

THE OFFICE OF FAIR TRADING

Claimant

- and -

FOXTONS LIMITED

Defendant

SCHEDULE 2

This is Schedule 2 to the Order of The Honourable Mr Justice Mann dated 22 December 2009

NOTE:

The reference in paragraph 14 of the Judgment of The Honourable Mr Justice Mann dated 10 July 2009 to clause 3.10 of the 'new terms' is to be read as a reference to clause 3.9 in the terms exhibited in this Schedule.

Foxtons



Lettings Terms and Conditions

Property address: _____

Postcode: _____

Landlord's correspondence address (must be UK address for service):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Which account would you like us to pay the rent to?

Bank: _____

Branch: _____

Account no: _____

Sort code: _____

Account name: _____

Name(s) of landlord(s)

If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

Landlord's correspondence address (overseas address if applicable):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Rent statements

Foxtons will send a copy of your rent statements, free of charge, to your accountants. If you would like us to do this please complete the following information.

Name of accountants: _____

Contact: _____

Address: _____

Postcode: _____

Please confirm that while Foxtons is letting your property, you will be resident:

In the UK Overseas

If you are resident overseas, have you applied for self-assessment?

Yes No

Foxtons is legally obliged to file a tax return stating the names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually either NRL1 or NRL2) quoting Foxtons reference NAO10178 and our registered office address (Building One, Chiswick Park, 566 Chiswick High Road, London, W4 5BE) and post it to Non-Resident Landlords Scheme, Financial Intermediaries and Claims Office, Unit 366B, St Johns House, Merton Road, Merseyside, L69 9BB. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

Is the property furnished? Yes No

Foxtons Fresh: Yes No

Our fees	Long term lettings (including rent collection and comprehensive property management)	17% + VAT (Initial term greater than six months)
	Short term lettings (including rent collection and comprehensive property management)	26% + VAT (Initial term of six months or less)
Unless otherwise instructed, Foxtons will offer your property to tenants looking for either a long or short term tenancy.		

I confirm that the above information is accurate.

Signature: _____ Date: _____



We are members of the The Property Ombudsman and abide by the The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of your property to The Property Ombudsman, if you or the tenant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

1.0 Lettings service

1.1 Payment of commission

- 1.1.1 In the event that Foxtons introduces a tenant who enters into occupation of the landlord's property, commission becomes payable to Foxtons.
- 1.1.2 The commission is calculated as a percentage of the rental income payable to the landlord for the period during which the tenant introduced by Foxtons remains in occupation of the property. The scale of commission charged is as set out on pages one and four.
- 1.1.3 Where there is more than one tenant introduced by Foxtons the commission will be payable when any of them remain in occupation.
- 1.1.4 Where a tenant introduced by Foxtons is replaced as tenant (whether or not under a formal tenancy agreement) by his/her nominee (whether a natural or legal person) the commission will remain payable for as long as the nominee remains in occupation.
- 1.1.5 The commission is payable whether or not any tenancy agreement is finalised by Foxtons.
- 1.1.6 For the purposes of these terms and conditions, "occupy", "occupies", "occupier" and "occupation" include the right as against the landlord to occupy the property whether or not the occupier in fact resides at the property.

1.2 Timing and mechanism of payment of commission

- 1.2.1 The commission becomes due to Foxtons as follows:
- (a) where the tenant occupies the property under a tenancy agreement with a defined period, the commission due on the whole of the rental income payable throughout the term of the tenancy agreement shall become due at the date that the first rental payment is due from the tenant;
- (b) otherwise, the commission calculated on each rental payment shall become due from the landlord on the due date for each further payment of rent to the landlord.
- 1.2.2 Where Foxtons collects the rent, Foxtons will deduct the commission from the first rental payment. If the commission exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- Where Foxtons does not collect the rent, the commission must be paid in accordance with Clause 1.2.1.
- 1.2.4 Where the landlord or tenant terminates a tenancy agreement prior to the end of the tenancy term in accordance with any break clause contained in the tenancy agreement at the time the agreement was executed, Foxtons will refund the commission for the remaining period of the tenancy. The commission will be refunded within 14 days of the tenant vacating the property.

1.3 Collection of rent

- 1.3.1 Foxtons will collect rent in accordance with the terms of the tenancy agreement.
- 1.3.2 The landlord may direct Foxtons to stop collecting the rent by giving one month's notice in writing to Foxtons.
- 1.3.3 Where Foxtons collects the rent, if the rent has not been paid five days after it falls due, Foxtons will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.
- 1.3.4 Foxtons will offer advice regarding legal proceedings for the recovery of the rent and repossession of the property where appropriate.
- 1.4 Transfer of money to the landlord
- 1.4.1 Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 1.4.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above HSBC's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.
- 1.4.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this.

1.5 Tenancy agreement

- 1.5.1 The charge to the landlord for the tenancy agreement is £320 + VAT.

1.6 References

- 1.6.1 Where the initial term of the letting is for a period of six months or less, Foxtons will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period greater than six months, Foxtons will obtain references on prospective tenants. By signing the tenancy agreement or otherwise instructing Foxtons to proceed with a letting, the landlord, or landlord's agent, is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Foxtons to obtain these.

1.7 Agency

- 1.7.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.
- 1.7.2 However by instructing Foxtons as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Foxtons to sign any of the necessary documentation on your behalf.
- 1.7.3 By instructing Foxtons to hold a Foxtons Fresh, you are appointing us as your sole agent for a period of four weeks from the date of this instruction. Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in clause 1.1 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Foxtons, or by any other agent or third party.

1.8 Electronic documentation

- 1.8.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

1.9 Inventory and check-in

- 1.9.1 Where instructed, Foxtons will draw up an inventory of your property's fixtures, fitting and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be given on request.
- 1.9.2 Foxtons does not accept liability for losses resulting from any errors or omissions within inventory, check-in or check-out documents.

1.10 Check-out

- 1.10.1 Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.

1.11 Deposit

- 1.11.1 For all non Assured Shorthold Tenancies, Foxtons will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.
- 1.11.2 The deposit will be held in accordance with the terms of the tenancy agreement.
- 1.11.3 Any interest earned on the deposit will be retained by Foxtons.

- 1.11.4 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as mydeposits). Under this scheme, undisputed deposits must be released to the tenant within ten days of termination of the tenancy. Full details of the scheme may be found at www.mydeposits.co.uk. Foxtons takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.12 The Gas Safety (Installation & Use) Regulations 1998

- 1.12.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.12.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.12.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons administration charge of £45 + VAT, will be debited from the landlord's account.

1.13 The Electrical Equipment (Safety) Regulations 1994

- 1.13.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.13.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.13.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons administration charge of £45 + VAT, will be debited from the landlord's account.

1.14 Furniture and Furnishings (Fire) (Safety) Regulations 1988 & (Amendment) 1993

- 1.14.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.
- 1.14.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy.

1.15 Energy Performance Certificate (EPC)

- 1.15.1 All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Foxtons can organise an EPC from an approved supplier at the competitive rate of £115 + VAT.

1.16 Indemnity

- 1.16.1 The landlord undertakes to keep Foxtons fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.
- 1.17 Alterations and amendments to tenancy documents
- 1.17.1 Foxtons will endeavour to contact both landlord and tenant before the end of the tenancy to negotiate an extension of the tenancy, if so required. Foxtons will also draw up any appropriate alterations or amendments requested by the landlord to tenancy agreement documents for signature by the parties. The charge to the landlord for this is £60 + VAT.

1.18 Short lets

- 1.18.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

1.19 Landlords resident outside the UK

- 1.19.1 The Non-resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.
- 1.19.2 You can apply to HMRC for approval to receive rents with no tax deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you with no tax deducted, it remains liable to UK tax and you must include it on your tax return.
- 1.19.3 Where a non-resident landlord does not have approval from HMRC, we charge £100 + VAT for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Foxtons.
- 1.19.4 Foxtons must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Foxtons will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Foxtons registered head office address.
- 1.19.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

2.0 Comprehensive property management service

2.1 Comprehensive property management

- 2.1.1 The management service includes all the provisions and terms of the lettings service in addition to those set out below. Our fee for the management service is 6% + VAT which is taken monthly in advance. The minimum period of our appointment to manage the property is three months. The management agreement can be terminated after this period by either party giving one month's notice to the other. On the expiry of such notice we will revert to the lettings service only.

2.2 Transfer of utilities

- 2.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Foxtons will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.
- 2.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Foxtons cannot be held liable if services are disconnected or are not transferred by the utility companies.



- 2.2.3 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts to the landlord. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Foxtons cannot be held liable should the service companies cut off the services for whatever reason.
- 2.3 Key holding service**
- 2.3.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.
- 2.4 Repairs and maintenance**
- 2.4.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.
- 2.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).
- 2.4.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.
- 2.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.
- 2.4.5 If the cost of any work exceeds £500 an administration charge of 10% of the invoice will be made.
- 2.5 Payment of outgoings**
- 2.5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.
- 2.5.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
- 2.5.3 Where instructed by the landlord and where we hold sufficient funds, Foxtons will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.
- 2.6 Management inspections**
- 2.6.1 We will undertake one inspection of the property each year. It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 + VAT will be charged for any additional visits or inspections requested.
- 2.7 Check-out and deposit**
- 2.7.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by mydeposits with us regarding deductions made from the deposit you agree to place the disputed funds with mydeposits within ten days of being asked to do so.
- 2.7.2 Foxtons will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.
- 2.8 Management while the property is vacant**
- 2.8.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Foxtons must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.
- 2.9 Purchase of items for property**
- 2.9.1 Foxtons has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £50 + VAT per hour or part thereof.
- 2.10 Dealing with third parties**
- 2.10.1 Foxtons will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.
- Insurance**
- 2.11.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.
- 2.11.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.
- 3.0 General notices**
- 3.1 Permissions and consents**
- 3.1.1 The landlord warrants that consent to let from his/her mortgagee has been obtained, and
- 3.1.2 Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and
- 3.1.3 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and
- 3.1.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.
- 3.2 Commission & interest**
- 3.2.1 Any commission, interest or other income earned by Foxtons while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, EPC providers, contractors or inventory clerks, will be retained by Foxtons.
- 3.3 Outstanding fees**
- 3.3.1 The landlord agrees that, where any of Foxtons' fees and/or commission charges remain outstanding for more than seven days, Foxtons may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Foxtons is instructed.
- 3.4 Connected persons**
- 3.4.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Foxtons immediately.
- 3.5 Keys**
- 3.5.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.
- 3.5.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.
- 3.5.3 Foxtons secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Foxtons' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.
- 3.6 Disclaimer**
- 3.6.1 Foxtons will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.
- 3.7 Legal proceedings**
- 3.7.1 Foxtons is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 + VAT per day, or part thereof. Foxtons will not accept service of legal proceedings on the landlord's behalf.
- 3.8 Indemnity**
- 3.8.1 The landlord agrees to indemnify Foxtons as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.
- 3.9 Entire agreement and variations**
- 3.9.1 Foxtons intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Foxtons and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the Manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.
- 3.10 Interest**
- 3.10.1 Foxtons fees are payable on demand, as and when they fall due. Foxtons reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above HSBC's base rate.
- 3.11 Magazines/newspapers/publications**
- 3.11.1 Most properties marketed by ourselves are included in the Foxtons magazine. However, we reserve the right not to produce details of or include any property in our magazine or any other publication.
- 3.12 VAT**
- 3.12.1 All Foxtons commission fees and any other charges are subject to VAT at the prevailing rate.
- 3.13 Jurisdiction**
- 3.13.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.
- 3.14 Amendments**
- 3.14.1 Foxtons may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.
- 3.15 Data protection and privacy policy**
- 3.15.1 Foxtons is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Foxtons Limited, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE.
- 4.0 Complaints procedure**
- 4.1 Complaints procedure**
- 4.1.1 Should you have any problems with Foxtons service which you are unable to resolve with the negotiator involved or the branch/department Manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Chief Operating Officer of Foxtons (COO). The same time limits will apply. Following the COO's investigation, a written statement expressing Foxtons final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Ombudsman within six months for a review.
- 5.0 Miscellaneous**
- 5.1 Headings**
- 5.1.1 The headings in this document do not form part of these terms and conditions and shall not be taken into consideration in the interpretation or construction of these terms and conditions.

Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

Signature: _____

Date: _____

Foxtons



Lettings Terms and Conditions

In order for Foxtons to manage your property effectively please provide the following information in as much detail as possible.

Utility providers:

	Name of service provider	Account number
Gas		
Electricity		
Water		
Council tax		

Domestic appliances:

	Make and model	Age (approx)	Warranty or service cover details	Warranty expiry date
Boiler/central heating system				
Fridge/freezer				
Washing machine/tumble dryer				
Dishwasher				
Burglar alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property: Freehold Leasehold If the property is Leasehold, please complete the following:

	Name	Address	Telephone
Managing agents			
Superior landlords			

Do you want Foxtons to pay your ground rent? Yes No Do you want Foxtons to pay your service charge? Yes No

Who should these payments be made to? Managing agent Superior landlord Frequency of payments: Monthly Quarterly

Approximate annual amount: £ _____

Opting out of long let comprehensive management service

Landlords who do not wish to take up Foxtons comprehensive property management service must tick below and complete the following information. Please note that Foxtons is required to provide this information to your tenant. Our fee for the letting service only (including rent collection) is 11% + VAT.

I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Foxtons: transfer of utilities, key-holding service, one management inspection per year, payment of outgoings, arranging repairs and maintenance and a 24-hour call-out service.

My 24-hour emergency contact number is: _____

On occasions when I am/we are unavailable (eg: on holiday or abroad), the following person should be contacted:

Name: _____ 24-hour emergency contact number: _____

Signature: _____ Date: _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: HC08C00498

IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999

BEFORE MR JUSTICE MANN

BETWEEN:

THE OFFICE OF FAIR TRADING

Claimant

- and -

FOXTONS LIMITED

Defendant

SCHEDULE 3

This is Schedule 3 to the Order of The Honourable Mr Justice Mann dated 22 December 2009

Foxtons



Lettings Terms and Conditions of Business, Fees and Expenses

Property address: _____

Name(s) of landlord(s)

If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

Postcode: _____

Landlord's correspondence address (must be UK address for service):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Landlord's correspondence address (overseas address if applicable):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Which account would you like us to pay the rent to?

Bank: _____

Branch: _____

Account no: _____

Sort code: _____

Account name: _____

Rent statements

Foxtons will send a copy of your rent statements, free of charge, to your accountants. If you would like us to do this please complete the following information.

Name of accountants: _____

Contact: _____

Address: _____

Postcode: _____

Please confirm that while Foxtons is letting your property, you will be resident:

In the UK Overseas

If you are resident overseas, have you applied for self-assessment?

Yes No

Foxtons is legally obliged to file a tax return stating the names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually either NRL1 or NRL2) quoting Foxtons reference NA010178 and our registered office address (Building One, Chiswick Park, 566 Chiswick High Road, London, W4 5BE) and post it to Non-Resident Landlords Scheme, Financial Intermediaries and Claims Office, Unit 366B, St Johns House, Merton Road, Merseyside, L69 9BB. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

Is the property furnished? Yes No

Foxtons Fresh: Yes No

I confirm that the above information is accurate.

Signature: _____ Date: _____



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of your property to The Property Ombudsman, if you or the tenant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Foxtons Limited Registered Office Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE Registration No. 1680058 (England)

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

Foxtons' Commission Fees

Foxtons' fees are set out in detail in the agreement below and you are reminded to read the terms very carefully.

Under the Terms and Conditions below, you will be liable to pay Foxtons' commission fees for the initial period of the tenancy **AND ALSO** in respect of any renewals, extensions, hold-overs and/or new agreements which come after the initial period.

Foxtons' commission fees (see clauses 1.1 and 1.2) are set out below.

Scale of Fees for Long Term Lettings (initial term greater than six months) (please tick the applicable box)

Fees for period of initial tenancy agreement	
Lettings service	11% + VAT <input type="checkbox"/>
Lettings and management service	17% + VAT <input type="checkbox"/>
Fees on any renewal, extension, hold-over or new agreement	
Lettings service	7% + VAT
Lettings and management service	10% + VAT

Scale of Fees for Short Term Lettings (initial term of six months or less) (please tick the applicable box)

Fees for period of initial tenancy agreement (including management service)	26% + VAT <input type="checkbox"/>
Fees on any renewal, extension, hold-over or new agreement (including management service)	26% + VAT

Signature: _____

Date: _____

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

1.0 Lettings Service

1.1 Initial Commission

1.1.1 In the event that Foxtons introduces a tenant who enters into an agreement to rent the landlord's property, commission becomes payable to Foxtons ("Initial Commission"). (Please see clause 3.3 regarding outstanding fees.)

1.1.2 The Initial Commission fee is payable on the commencement of the tenancy.

1.1.3 The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The scale of Initial Commission fees charged is set out above.

1.1.4 The Initial Commission fee is payable for any tenant introduced to the property by Foxtons, whether or not the tenancy is finalised by Foxtons.

1.5 If the tenant terminates the tenancy agreement prior to the end of the tenancy term and vacates the property, Foxtons will refund the commission for the remaining period of the tenancy to the Landlord to the extent that this is not recoverable from the tenant's deposit.

1.1.6 If the tenancy agreement is terminated in accordance with a break clause, Foxtons will refund any commission already received for the remaining period of the tenancy.

1.2 Renewal Commission

1.2.1 Foxtons will endeavour to contact both the landlord and tenant before the end of the tenancy to negotiate an extension of the tenancy, if so required.

1.2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Foxtons ("Renewal Commission").

1.2.3 The Renewal Commission fee is payable on the commencement of the renewal, extension, hold-over or new agreement.

1.2.4 The Renewal Commission fee is charged as a percentage of the total rental value of the agreed term of the renewal, extension, hold-over or new agreement, or where the tenant extends and/or holds over indefinitely, commission will be payable for the same period as the initial agreement, subject to clause 1.2.5 below. The scale of Renewal Commission fees charged is as set out above.

1.2.5 If the tenant vacates the property more than one month prior to the end of the period for which Renewal Commission has been paid in accordance with clause 1.2.4 above, Foxtons will refund the commission for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.

1.2.6 Renewal Commission will be due in respect of renewals, extensions, hold-overs and new agreements where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

1.2.7 Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement is negotiated by Foxtons.

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

- 1.3 Payment of Commission**
- 1.3.1 Where Foxtons collects the rent, we will deduct the commission fee as follows:-
 (a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and
 (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement.
 If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.3.2 Where Foxtons does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.3 above.
- 1.4 Collection of rent**
- 1.4.1 Foxtons will collect rent in accordance with the terms of the tenancy agreement.
- 1.4.2 The landlord may direct Foxtons to stop collecting the rent by giving one month's notice in writing to Foxtons.
- 1.4.3 Where Foxtons collects the rent, if the rent has not been paid five days after it falls due, Foxtons will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.
- 1.4.4 Foxtons will offer advice regarding legal proceedings for the recovery of the rent and repossession of the property where appropriate.
- 1.5 Transfer of money to the landlord**
- 1.5.1 Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.
- 1.5.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this.
- 1.6 Tenancy agreement**
- 1.6.1 The charge to the landlord for the tenancy agreement is £320 + VAT.
- 1.7 References**
- 1.7.1 Where the initial term of the letting is for a period of six months or less, Foxtons will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period greater than six months, Foxtons will obtain references on prospective tenants. By signing the tenancy agreement or otherwise instructing Foxtons to proceed with a letting, the landlord, or the landlord's agent, is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Foxtons to obtain these.
- 1.8 Agency**
- 1.8.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.
- 1.8.2 However, by instructing Foxtons as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Foxtons to sign any of the necessary documentation on your behalf.
- 1.8.3 By instructing Foxtons to hold a Foxtons Fresh, you are appointing us as your sole agent for a period of four weeks from the date of this instruction. Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in clause 1.1 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Foxtons, or by any other agent or third party.
- 1.9 Electronic documentation**
- 1.9.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.
- Inventory and check-in**
- 1.10.1 Where instructed, Foxtons will draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be given on request.
- 1.10.2 Foxtons does not accept liability for losses resulting from any errors or omissions within inventory, check-in or check-out documents.
- 1.11 Check-out**
- 1.11.1 Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.
- 1.12 Deposit**
- 1.12.1 For all non Assured Shorthold Tenancies (AST), Foxtons will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.
 The deposit will be held in accordance with the terms of the tenancy agreement.
 Any interest earned on the deposit will be retained by Foxtons.
- 1.12.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as mydeposits). Under this scheme, undisputed deposits must be released to the tenant within ten days of termination of the tenancy. Full details of the scheme may be found at www.mydeposits.co.uk. Foxtons takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.
- 1.13 **The Gas Safety (Installation & Use) Regulations 1998**
- 1.13.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.13.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.13.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.14 The Electrical Equipment (Safety) Regulations 1994**
- 1.14.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.14.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.14.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.
- 1.15 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993**
- 1.15.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.
- 1.15.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy.
- 1.16 Energy Performance Certificate (EPC)**
- 1.16.1 All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Foxtons can organise an EPC from an approved supplier at the competitive rate of £115 + VAT.
- 1.17 Indemnity**
- 1.17.1 The landlord undertakes to keep Foxtons fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.
- 1.18 Short lets**
- 1.18.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.
- 1.19 Landlords resident outside the UK**
- 1.19.1 The Non-resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months. You can apply to HMRC for approval to receive rents with no tax deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you with no tax deducted, it remains liable to UK tax and you must include it on your tax return.
- 1.19.2 Where a non-resident landlord does not have approval from HMRC, we charge £100 + VAT for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Foxtons.
- 1.19.4 Foxtons must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Foxtons will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Foxtons registered head office address.
- 1.19.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.
- 2.0 Comprehensive Property Management Service**
- 2.1 Comprehensive property management**
- 2.1.1 The management service includes all the provisions and terms of the lettings service in addition to those set out below. Our fee for the management service during the period of the initial tenancy agreement is 6% + VAT. Our fee for the management service fee on any renewal, extension, hold-over or new agreement is 3% + VAT. The management service fee is taken monthly in advance. The minimum period of our appointment to manage the property is three months. The management agreement can be terminated after this period by either party giving one month's notice to the other. On the expiry of such notice we will revert to the lettings service only.
- 2.2 Transfer of utilities**
- 2.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Foxtons will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.
 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Foxtons cannot be held liable if services are disconnected or are not transferred by the utility companies.
- 2.2.2 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts to the landlord. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Foxtons cannot be held liable should the service companies cut off the services for whatever reason.
- 2.3 Key-holding service**
- 2.3.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.
- 2.4 Repairs and maintenance**
- 2.4.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.

Signature: _____

Date: _____

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

- 2.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).
- 2.4.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.
- 2.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.
- 2.4.5 If the cost of any work exceeds £500 an administration charge of 10% of the invoice will be made.
- 2.5 Payment of outgoings**
- 2.5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.
- 2.5.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
- 2.5.3 Where instructed by the landlord and where we hold sufficient funds, Foxtons will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.
- 2.6 Management inspections**
- 2.6.1 We will undertake one inspection of the property each year. It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 + VAT will be charged for any additional visits or inspections requested.
- Check-out and deposit**
- We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by mydeposits with us regarding deductions made from the deposit, you agree to place the disputed funds with mydeposits within ten days of being asked to do so.
- 2.7.2 Foxtons will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.
- 2.8 Management while the property is vacant**
- 2.8.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Foxtons must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.
- 2.9 Purchase of items for property**
- 2.9.1 Foxtons has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £50 + VAT per hour or part thereof.
- 2.10 Dealing with third parties**
- 2.10.1 Foxtons will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.
- 2.11 Insurance**
- 2.11.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.
- 2.11.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.
- 3.0 General Notices**
- 3.1 Permissions and consents**
- 3.1.1 The landlord warrants that consent to let from his/her mortgagees has been obtained, and where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and
- 3.1.2 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and
- 3.1.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.
- 3.2 Commission and interest**
- 3.2.1 Any commission, interest or other income earned by Foxtons while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, EPC providers, contractors or inventory clerks, will be retained by Foxtons.
- 3.3 Outstanding fees**
- 3.3.1 The landlord agrees that, where any of Foxtons' fees and/or commission charges remain outstanding for more than seven days, Foxtons may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Foxtons is instructed.
- 3.4 Connected persons**
- 3.4.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Foxtons immediately.
- 3.5 Keys**
- 3.5.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.
- 3.5.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.
- 3.5.3 Foxtons' secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Foxtons' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.
- 3.6 Disclaimer**
- 3.6.1 Foxtons will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.
- 3.7 Legal proceedings**
- 3.7.1 Foxtons is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 + VAT per day, or part thereof. Foxtons will not accept service of legal proceedings on the landlord's behalf.
- 3.8 Indemnity**
- 3.8.1 The landlord agrees to indemnify Foxtons as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.
- 3.9 Entire agreement and variations**
- 3.9.1 Foxtons intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Foxtons and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.
- 3.10 Interest**
- 3.10.1 Foxtons' fees are payable on demand, as and when they fall due. Foxtons reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.
- 3.11 Magazines/newspapers/publications**
- 3.11.1 Most properties marketed by ourselves are included in the Foxtons' magazine. However, we reserve the right not to produce details of or include any property in our magazine or any other publication.
- 3.12 VAT**
- 3.12.1 All Foxtons' commission fees and any other charges are subject to VAT at the prevailing rate.
- 3.13 Jurisdiction**
- 3.13.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.
- 3.14 Amendments**
- 3.14.1 Foxtons may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.
- 3.15 Data protection and privacy policy**
- 3.15.1 Foxtons is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Foxtons Limited, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE.
- 4.0 Complaints Procedure**
- 4.1 Complaints procedure**
- 4.1.1 Should you have any problems with Foxtons' service which you are unable to resolve with the negotiator involved or the branch/department manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the Chief Operating Officer of Foxtons (COO). The same time limits will apply. Following the COO's investigation, a written statement expressing Foxtons' final view will be sent to you. This will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsman within six months for a review.
- 5.0 Miscellaneous**
- 5.1 Headings**
- 5.1.1 The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

Signature: _____

Date: _____

Foxtons



Lettings Terms and Conditions of Business, Fees and Expenses

In order for Foxtons to manage your property effectively please provide the following information in as much detail as possible.

Utility providers:

	Name of service provider	Account number
Gas		
Electricity		
Water		
Council tax		

Domestic appliances:

	Make and model	Age (approx)	Warranty or service cover details	Warranty expiry date
Boiler/central heating system				
Fridge/freezer				
Washing machine/tumble dryer				
Dishwasher				
Burglar alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property: Freehold Leasehold If the property is Leasehold, please complete the following:

	Name	Address	Telephone
Managing agents			
Superior landlords			

Do you want Foxtons to pay your ground rent? Yes No Do you want Foxtons to pay your service charge? Yes No

Who should these payments be made to? Managing agent Superior landlord Frequency of payments: Monthly Quarterly

Approximate annual amount: £ _____

Opting out of long let comprehensive management service

Landlords who do not wish to take up Foxtons comprehensive property management service must tick below and complete the following information. Please note that Foxtons is required to provide this information to your tenant.

I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Foxtons: transfer of utilities, key-holding service, one management inspection per year, payment of outgoings, arranging repairs and maintenance and a 24-hour call-out service.

My 24-hour emergency contact number is: _____

On occasions when I am/we are unavailable (eg: on holiday or abroad), the following person should be contacted:

Name: _____ 24-hour emergency contact number: _____

Signature: _____ Date: _____

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

CLAIM NO: HC08C00498

IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999

BEFORE MR JUSTICE MANN

BETWEEN:

THE OFFICE OF FAIR TRADING

Claimant

- and -

FOXTONS LIMITED

Defendant

SCHEDULE 4

This is Schedule 4 to the Order of The Honourable Mr Justice Mann dated 22 December 2009

Foxtons



Lettings Terms and Conditions of Business, Fees and Expenses

Property address: _____

Postcode: _____

Landlord's correspondence address (must be UK address for service):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Which account would you like us to pay the rent to?

Bank: _____

Branch: _____

Account no: _____

Sort code: _____

Account name: _____

Please confirm that while Foxtons is letting your property, you will be resident:

In the UK Overseas

Name(s) of landlord(s)

If the property is jointly owned please state the names of all owners. If the property is corporately owned the full name of the company, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.

Landlord's correspondence address (overseas address if applicable):

Postcode: _____

Daytime tel: _____ Home tel: _____

Mobile: _____ Fax: _____

Email: _____

Rent statements

Foxtons will send a copy of your rent statements, free of charge, to your accountants. If you would like us to do this please complete the following information.

Name of accountants: _____

Contact: _____

Address: _____

Postcode: _____

If you are resident overseas, have you applied for self-assessment?

Yes No

Foxtons is legally obliged to file a tax return stating the names and addresses of our clients. If you are resident overseas and have not applied for self-assessment, you will need to complete the appropriate form (usually either NRL1 or NRL2) quoting Foxtons reference NAO1017B and our registered office address (Building One, Chiswick Park, 566 Chiswick High Road, London, W4 5BE) and post it to Non-Resident Landlords Scheme, Financial Intermediaries and Claims Office, Unit 366B, St Johns House, Merton Road, Merseyside, L69 9BB. If you have already received confirmation of self-assessment please attach a copy of your Exemption Certificate.

Is the property furnished? Yes No

Foxtons Fresh: Yes No

I confirm that the above information is accurate.

Signature: _____ Date: _____



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of your property to The Property Ombudsman, if you or the tenant have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Foxtons Limited Registered Office Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE Registration No. 1680058 (England)

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

Foxtons' Commission Fees

Foxtons' fees are set out in detail in the agreement below (and over the following pages) and you are reminded to read the terms very carefully.

Foxtons' commission fees are set out in clauses 1.1 and 1.2 below.

Under the Terms and Conditions below (and over the following pages), you will be liable to pay Foxtons' commission fees in respect of the initial period of the tenancy AND ALSO in respect of periods after the end of that initial period where the original tenant introduced by Foxtons remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation. Renewal Commission will be charged in advance and will only be payable for the first two years' of Renewals.

You will be liable to pay Foxtons' Renewal Commission fees whether or not any Renewal is negotiated by Foxtons; even if any Renewal is negotiated by another agent; and even if you do not require Foxtons to perform any additional services over and above the introduction of a tenant.

After the initial period of tenancy and two years' of Renewals, Foxtons' obligations under this agreement will cease. Foxtons will offer you the opportunity of continuing to receive the benefit of Foxtons' services. The charge for continuing with Foxtons' services is 7% of the rent received by the landlord, or 10% if you require Foxtons' Management Service.

Scale of Fees for Long Term Lettings (initial term of six months or longer)

(please tick the applicable box)

Fees for period of initial tenancy agreement	
Lettings and Management Service	17% + VAT <input type="checkbox"/>
Lettings Service	11% + VAT <input type="checkbox"/>
Fees on the first two years' Renewals	
Lettings and Management Service	10% + VAT
Lettings Service	7% + VAT

Scale of Fees for Short Term Lettings (initial term of less than six months)

(please tick the applicable box)

Fees for period of initial tenancy agreement (including obligatory Management Service)	26% + VAT <input type="checkbox"/>
Fees on the first two years' Renewals (including obligatory Management Service)	26% + VAT

Signature: _____

Date: _____

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

1.0 Lettings Service

1.1 Initial Commission

- 1.1.1 In the event that Foxtons introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Foxtons ("Initial Commission"). See clause 3.3 regarding outstanding fees.
- 1.1.2 The Initial Commission fee is payable on the commencement of the tenancy.
- 1.1.3 The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The scale of Initial Commission fees charged is set out on page 2.
- 1.1.4 The Initial Commission fee is payable for any tenant introduced to the property by Foxtons, whether or not the tenancy is finalised by Foxtons.
- 1.1.5 If the tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, Foxtons will refund the commission for the remaining period of the tenancy to the landlord to the extent that this is not recoverable from the tenant's deposit.
- 1.1.6 If the tenancy agreement is terminated in accordance with a break clause, Foxtons will refund any commission already received for the remaining period of the tenancy.

1.2 Renewal Commission

- 1.2.1 Foxtons will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy, if so required.
- 1.2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Foxtons ("Renewal Commission"), subject to the cap set out at clause 1.2.3 below.
- 1.2.3 You will not be liable for Renewal Commissions relating to any period beyond the end of the second year from the expiry of the Initial Agreement.
- 1.2.4 The Renewal Commission fee is due and payable on the commencement of each Renewal taking place within two years from the expiry of the Initial Agreement.
- 1.2.5 Where a Renewal is for an agreed term the Renewal Commission fee is charged as a percentage of the total rental value of that agreed term, subject to the limit under clause 1.2.3 where applicable.
- 1.2.6 Where there is no agreed term for a Renewal, the Renewal Commission fee is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement, subject to the limit in clause 1.2.3 if applicable. See also clause 1.2.8 in respect of rebates once the tenant leaves the property.
- 1.2.7 The scale of Renewal Commission fees charged is as set out on page 2.
- 1.2.8 If the tenant vacates the property more than one month prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.4 to 1.2.6 above, Foxtons will refund the commission for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.
- 1.2.9 Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 1.2.10 Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement is negotiated by Foxtons.
- 1.2.11 Liability for Renewal Commission will come to an end once the property has been sold.

Signature: _____

Date: _____

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

1.3 Lettings Service (Cont)

After the end of the second year from expiry of the Initial Agreement

- 1.3.1 We will endeavour to contact you prior to the end of the period set out in clause 1.2.3 on page 3 to offer you the option of continuing Foxtons' services after the expiry of the period in clause 1.2.3 ("the Continuation Period"). You are under no obligation to take Foxtons' services during the Continuation Period.
- 1.3.2 The charge for Foxtons' services during the Continuation Period ("Continuation Fee") is charged at 7% of the rent received by the landlord. If you require Foxtons' Management Service, the Continuation Fee is charged at 10% of the rent received by the landlord. Continuation Fees are due and payable on the commencement of the Continuation Period in respect of the first six months of the Continuation Period and will become due and payable every six months thereafter for the following six month period.
- 1.3.3 We will deduct the Continuation Fee from the first rental payment of the Continuation Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.3.4 Continuation Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below.
- 1.3.5 If the tenant vacates the property more than one month prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Foxtons will refund the fee for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.
- 1.3.6 Our obligations during the Continuation Period can be terminated by either side giving one month's written notice, such notice not to take effect before the start of the Continuation Period. If such notice takes effect more than one month prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Foxtons will refund the fee for the remaining period. The commission will be refunded within 14 days after the termination is effective.
- 1.3.7 The effect of the giving of valid notice pursuant to paragraph 1.3.6 is that all of Foxtons' obligations pursuant to this agreement shall come to an end with effect from the time when the notice is effective, save as is provided by clause 1.3.8
- 1.3.8 Within 14 days of effective termination under clause 1.3.6, Foxtons will transfer to you any balance held to your credit in the landlord's account and will return any keys Foxtons holds for the property. We will also return the tenant's deposit to you. You warrant that (1) you will protect the deposit in line with legal requirements and (2) that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself.

1.4 Payment of Commission

- 1.4.1 Where Foxtons collects the rent, we will deduct the commission fee as follows:-
- (a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and
- (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement.
- 1.4.2 If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s). Where Foxtons does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 on page 3.

1.5 Collection of rent

- 1.5.1 Foxtons will collect rent in accordance with the terms of the tenancy agreement.
- 1.5.2 The landlord may direct Foxtons to stop collecting the rent by giving one month's notice in writing to Foxtons.
- 1.5.3 Where Foxtons collects the rent, if the rent has not been paid five days after it falls due, Foxtons will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.
- 1.5.4 Foxtons will offer advice regarding legal proceedings for the recovery of the rent and repossession of the property where appropriate.

1.6 Transfer of money to the landlord

- 1.6.1 Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 1.6.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

1.7 Tenancy agreement

- 1.7.1 The charge to the landlord for the tenancy agreement is £320 + VAT.

1.8 References

- 1.8.1 Where the initial term of the letting is for a period of less than six months, Foxtons will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Foxtons will obtain references on prospective tenants. By signing the tenancy agreement or otherwise instructing Foxtons to proceed with a letting, the landlord, or landlord's agent, is deemed to have seen and accepted any such references or identity checks, or waived the requirement for Foxtons to obtain these.

1.9 Agency

- 1.9.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.
- 1.9.2 However, by instructing Foxtons as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Foxtons to sign any of the necessary documentation on your behalf.
- 1.9.3 By instructing Foxtons to hold a Foxtons Fresh, you are appointing us as your sole agent for a period of four weeks from the date of this instruction. Where we act as your sole agent you are agreeing to give us the sole and exclusive right to let your property. This means that you will be liable to pay us commission as set out in clause 1.1 and clause 1.2 if at any time a tenant who views or is otherwise introduced to your property during the period of the sole agency enters into an agreement to rent your property, whether the viewing or introduction was conducted by Foxtons, or by any other agent or third party.

1.10 Electronic documentation

- 1.10.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

1.11 Inventory and check-in

- 1.11.1 Where instructed, Foxtons will draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord. Charges vary depending on the size of the property, and an estimate of cost can be given on request.

- 1.11.2 Foxtons does not accept liability for losses resulting from any errors or omissions within inventory, check-in or check-out documents.

1.12 Check-out

- 1.12.1 Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the tenant unless the tenancy agreement states otherwise.

1.13 Deposit

- 1.13.1 For all non Assured Shorthold Tenancies, Foxtons will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.

- 1.13.2 The deposit will be held in accordance with the terms of the tenancy agreement.

- 1.13.3 Any interest earned on the deposit will be retained by Foxtons.

- 1.13.4 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as mydeposits). Under this scheme, undisputed deposits must be released to the tenant within ten days of termination of the tenancy. Full details of the scheme may be found at www.mydeposits.co.uk. Foxtons takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.14 The Gas Safety (Installation & Use) Regulations 1998

- 1.14.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

- 1.14.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.

- 1.14.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.

1.15 The Electrical Equipment (Safety) Regulations 1994

- 1.15.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

- 1.15.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.

- 1.15.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £45 + VAT, will be debited from the landlord's account.

1.16 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

- 1.16.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

- 1.16.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

1.17 Energy Performance Certificate (EPC)

- 1.17.1 All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Foxtons can organise an EPC from an approved supplier at the competitive rate of £115 + VAT.

1.18 Indemnity

- 1.18.1 The landlord undertakes to keep Foxtons fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

1.19 Short Lets

- 1.19.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

1.20 Landlords resident outside the UK

- 1.20.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

- 1.20.2 You can apply to HMRC for approval to receive rents with no tax deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you with no tax deducted, it remains liable to UK tax and you must include it on your tax return.

- 1.20.3 Where a non-resident landlord does not have approval from HMRC, we charge £100 + VAT for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Foxtons.

- 1.20.4 Foxtons must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Foxtons will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Foxtons registered head office address.

- 1.20.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

2.0 Comprehensive Property Management Service

2.1 Comprehensive Property Management Service

- 2.1.1 The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below.

- 2.1.2 Our fee for the Management Service during the period of the initial tenancy agreement is 6% + VAT.

- 2.1.3 Our fee for the Management Service on any renewal, extension, hold-over or new agreement is 3% + VAT.

- 2.1.4 The Management Service fee is taken monthly in advance. The minimum period of our appointment to manage the property is three months.

- 2.1.5 The management agreement can be terminated after this period by either party giving one month's notice to the other. On the expiry of such notice, we will revert to the Lettings Service only and the commission fees payable will revert to those payable for the Lettings Service or those payable during the Continuation Period, as appropriate.

Signature:

Date:

Foxtons

Lettings Terms and Conditions of Business, Fees and Expenses

- 2.2 Transfer of utilities**
2.2.1 Where provided with the necessary information, such as names of suppliers and utility account numbers, Foxtons will notify existing service providers and the local authority of the tenant's liability (if appropriate) for payment of the services and council tax during the tenancy.
2.2.2 The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that a new account is opened in their name. Foxtons cannot be held liable if services are disconnected or are not transferred by the utility companies.
2.2.3 At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts to the landlord. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Foxtons cannot be held liable should the service companies cut off the services for whatever reason.
- 2.3 Key-holding service**
2.3.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.
- 2.4 Repairs and maintenance**
2.4.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.
2.4.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).
2.4.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.
2.4.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.
2.4.5 If the cost of any work exceeds £500 an administration charge of 10% of the invoice will be made.
- 2.5 Payment of outgoing**
2.5.1 A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.
2.5.2 We cannot undertake to meet any outgoing beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.
2.5.3 Where instructed by the landlord and where we hold sufficient funds, Foxtons will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoing out of the rental income, as and when demands are received. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.
- 2.6 Management inspections**
2.6.1 We will undertake one inspection of the property each year. It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £100 + VAT will be charged for any additional visits or inspections requested.
- 2.7 Check-out and deposit**
2.7.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by mydeposits with us regarding deductions made from the deposit, you agree to place the disputed funds with mydeposits within ten days of being asked to do so.
2.7.2 Foxtons will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.
- 2.8 Management while the property is vacant**
2.8.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Foxtons must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.
- 2.9 Purchase of items for property**
2.9.1 Foxtons has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £50 + VAT per hour or part thereof.
- 2.10 Dealing with third parties**
2.10.1 Foxtons will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.
- 2.11 Insurance**
2.11.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.
2.11.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.
- 3.0 General Notices**
3.1 **Permissions and consents**
3.1.1 The landlord warrants that consent to let from his/her mortgagee has been obtained, and
3.1.2 Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and
3.1.3 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and
3.1.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.
- 3.2 Commission and interest**
3.2.1 Any commission, interest or other income earned by Foxtons while carrying out our duties as agent for the letting and/or management of the property, for example by referrals to solicitors, EPC providers, contractors or inventory clerks, will be retained by Foxtons.
- 3.3 Outstanding fees**
3.3.1 The landlord agrees that, where any of Foxtons' fees and/or commission charges remain outstanding for more than seven days, Foxtons may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Foxtons is instructed.
- 3.4 Connected persons**
3.4.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Foxtons immediately.
- 3.5 Keys**
3.5.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.
3.5.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.
3.5.3 Foxtons' secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Foxtons' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.
- 3.6 Disclaimer**
3.6.1 Foxtons will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.
- 3.7 Legal proceedings**
3.7.1 Foxtons is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £350 + VAT per day, or part thereof. Foxtons will not accept service of legal proceedings on the landlord's behalf.
- 3.8 Indemnity**
3.8.1 The landlord agrees to indemnify Foxtons as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.
- 3.9 Entire agreement and variations**
3.9.1 Foxtons intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Foxtons and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.
- 3.10 Interest**
3.10.1 Foxtons' fees are payable on demand, as and when they fall due. Foxtons reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.
- 3.11 Magazines/newspapers/publications**
3.11.1 Most properties marketed by ourselves are included in the Foxtons' magazine. However, we reserve the right not to produce details of or include any property in our magazine or any other publication.
- 3.12 VAT**
3.12.1 All Foxtons' commission fees and any other charges are subject to VAT at the prevailing rate.
- 3.13 Jurisdiction**
3.13.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.
- 3.14 Amendments**
3.14.1 Foxtons may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.
- 3.15 Data protection and privacy policy**
3.15.1 Foxtons is registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Manager of New Business, Foxtons Limited, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE.
- 4.0 Complaints Procedure**
4.1 **Complaints procedure**
4.1.1 Should you have any problems with Foxtons' service which you are unable to resolve with the negotiator involved or the branch/department manager you should write to the Director for the area/department in question. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied you should write to the Chief Operating Officer of Foxtons (COO). The same time limits will apply. Following the COO's investigation, a written statement expressing Foxtons' final view will be sent to you. This will include any offer made. This letter will confirm that you are entitled if dissatisfied to refer the matter to the Ombudsman within six months for a review.
- 5.0 Miscellaneous**
5.1 **Headings**
5.1.1 The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

Signature: _____

Date: _____

Foxtons



Lettings Terms and Conditions of Business, Fees and Expenses

In order for Foxtons to manage your property effectively please provide the following information in as much detail as possible.

Utility providers:

	Name of service provider	Account number
Gas		
Electricity		
Water		
Council tax		

Domestic appliances:

	Make and model	Age (approx)	Warranty or service cover details	Warranty expiry date
Boiler/central heating system				
Fridge/freezer				
Washing machine/tumble dryer				
Dishwasher				
Burglar alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property: Freehold Leasehold If the property is Leasehold, please complete the following:

	Name	Address	Telephone
Managing agents			
Superior landlords			

Do you want Foxtons to pay your ground rent? Yes No Do you want Foxtons to pay your service charge? Yes No

Who should these payments be made to? Managing agent Superior landlord Frequency of payments: Monthly Quarterly

Approximate annual amount: £ _____

Opting out of long let comprehensive management service

Landlords who do not wish to take up Foxtons' comprehensive property management service must tick below and complete the following information. Please note that Foxtons is required to provide this information to your tenant.

<input type="checkbox"/> I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Foxtons: transfer of utilities, key-holding service, one management inspection per year, payment of outgoings, arranging repairs and maintenance and a 24-hour call-out service. My 24-hour emergency contact number is: _____ On occasions when I am/we are unavailable (eg: on holiday or abroad), the following person should be contacted: Name: _____ 24-hour emergency contact number: _____
--

Signature: _____ Date: _____

CLAIM NO: HC08C00498

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

**IN THE MATTER OF THE UNFAIR TERMS IN CONSUMER
CONTRACTS REGULATIONS 1999**

B E T W E E N:

THE OFFICE OF FAIR TRADING

Claimant

- and -

FOXTONS LIMITED

Defendant

ORDER

Claimant's Solicitors

General Counsel's Office
Fleetbank House
Salisbury Square
London EC4Y 8JX
Contact: Malcolm Abraham
Tel: 0207 211 8474

Defendant's Solicitors

Mishcon de Reya
Summit House
12 Red Lion Square
London WC1R 4QD
Contact: Philippa Rees
Tel: 0207 440 7000