

TERMS AND CONDITIONS OF BUSINESS SPECIFIC TO PROPERTY MANAGEMENT

MAKEURMOVE LIMITED

(website - www.makeurmove.co.uk)

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Introduction

The terms and conditions within this document set out the agreement between MakeUrMove Limited and any user of the website and/or services set out within the website.

MakeUrMove Limited (our/we) is a company registered in England. The registered number is 06466785 and registered address Office One, 1 Coldbath Square, Farringdon, London, EC1R 5HL. Reference to the company shall include the website address above.

These terms may be updated from time to time and the most up to date version will be displayed on the website and significant changes will be notified to you in writing.

The purpose of these terms is to clearly set out our obligations and explain your obligations within the bounds of our agreement. You may find it useful to view the section specific to the service or use you intend to make; however, you are directed to observe all details set out within this agreement as they will apply.

These terms are to be read in conjunction with the [Privacy Policy](#) and [Standard Terms of Business](#).

The Business

We are members or are registered with the following;

- The Property Ombudsman
- Information Commissioner's Office
- ARLA Propertymark
- Safe Agent
- National Residential Landlord Association (NRLA)

We have Client Money Protection and adhere to a code of practice for letting agents as set out by the various memberships listed above. We will maintain memberships with professional bodies and from time to time may change the bodies and associations that we may be members of.

Services

Services provided by MakeUrMove are related to the private letting of property and are set out on our website.

Our website may include links to third parties, either affiliated with us or not. We do not provide any guarantee or warranty as to the quality of any services offered by third parties.

When you instruct us to complete a service you will do so by the website only and accept these terms of business as part of that. Services will include access to software for the purpose of advertising, letting, and managing property dependent on the chosen service or subscription.

Full property management is a traditional service which is delivered by a qualified agent and these terms relate directly to that service. If you are instructing a different service, please review those terms specific to the service.

Full Property Management

Full property management is available on a per property per tenancy basis at the monthly fee set out on the website.

What we provide;

- Advertising with our Standard service whenever required
- Tenant reference checks (2 included per let)
- Contracts and tenancy document pack
- Renewals
- Annual gas safety inspection
- Regular inspections (completed at 3 months and then every 6 months thereafter)
- Rent collection and monthly statements
- Deposit collection and protection with custodial scheme
- Arrears management
- 24hr reporting tool for maintenance (tenants)
- Routine maintenance management
- Compliance reviews and safety management
- Licensing reviews and updates
- Collection and reporting of Overseas Landlord Tax to HMRC
- End of tenancy management
- Remote Right to Rent Check

Additional services and pricing;

- Out of hours contractor attendance – hourly rate dependent on service and location
- Contractor costs for repair or maintenance – as per quotation
- Administration fee for 2+ quotes - £20 per additional quotation
- Emergency maintenance management fees - £20 admin fee for out of hours management per incident
- Major renovation works management fees – 2% of overall cost

- Third party services such as EPC, electrical safety certificate, PAT testing, EICR and any other professional service related to statutory or regulatory requirements. Priced per service on the website or by application.
- Viewings and associated services – price per service as stated on the website
- Licensing applications and associated costs – £60 admin fee plus costs
- Rent protection and legal eviction cover – subject to approval
- Advertising extras such as photography, premium listings, floorplans and so on. See website for current pricing
- Property services – Inventory, Check In, Check Out and additional inspections. See website for current pricing.
- Section 21 Notice - £20 including postage
- Section 8 Notice - £20 including postage

Joint Obligations and Approvals

You will ensure that your property is fit for human habitation before instructing our services and agree to complete any work identified to comply with current standards and regulations within 28 days of instruction.

You agree to obtain all necessary permissions to let your property and provide these on request by either us the agent, the tenant, or any potential tenant within 7 days. This includes mortgage provider approval, head leaseholder, freeholder, building management company, insurance providers, local authority.

You agree to register with any bodies or groups as required and complete and necessary training to meet their requirements.

You authorise us to instruct qualified persons to carry out any safety inspection and produce documentation as required for the purpose of granting and maintaining a tenancy and pay the associated costs where they are not included. Where you wish to make your own arrangements you will do so and provide us with the certification before the expiry date or confirmation of the appointments.

Where you reside overseas you agree that we will withhold and report overseas landlord tax to HMRC providing you with annual statements. Should you wish to receive rent without tax deductions you will apply for approval and note our registration number is NA047752. We will require

written authorization from HMRC before releasing funds without tax deductions.

You authorise us to sign any notifications or documents on your behalf, where we are required to serve a Section 21 or Section 8 notice you agree to pay a fee of £20 per notice including postage.

We will complete remote right to rent check and can only verify the physical documents against occupiers where you instruct us to carry out a Check In service. You will continue to have responsibility for the right to rent checks.

Documents that we have on file or provide shall be served to the tenant within their online account at the start of the tenancy these include;

- Tenancy Agreement (digitally signed)
- How to Rent Guide
- Energy Performance Certificate
- Gas Safety Certificate
- Electrical Installation Condition Report (EICR) – where provided
- Electrical and PAT Certificates – where provided
- Deposit Protection Prescribed Information (digitally signed)

Additional documents such as warranties, insurance, manuals can be uploaded and shared online if provided or instructed where they relate to the tenancy or property.

We will make all reasonable efforts to collect rent on the due date each month and pay these over to you within one working day. A monthly statement will be provided detailing the collection and payout with any deductions noted. Where we have not received the rent we will notify you within 2 working days and activate an arrears chase process.

At the end of the tenancy we will handle deposit release as per your instructions. Where we have been instructed to carry out a Check Out service we will provide a list of dilapidations if identifiable against an original Inventory and obtain quotes for any works to assist in deductions. We will provide documentation and breakdown of charges to the tenant and manage the release process.

We shall contact the tenant within the last two months of their contract to obtain confirmation on their intention to vacate or renew. We will confirm with you whether any annual increase of rent is intended and notify the tenant before issuing updated contracts.

If you provide us with keys we will hold this using a secure key holding system in our head office. Should we need to send these out we will do so

in normal post without reference to the address. Should keys be lost then our liability will be limited to cost of key replacement only.

Where we are to arrange key holding locally additional fees will apply, dependent on location and requirements.

Maintenance

Where the tenant notifies us of a maintenance issue we will make any arrangements necessary to investigate and obtain repair/replacement advice unless otherwise agreed with you in writing. Depending on the maintenance issue or trade this may incur a call out fee.

We will notify you of maintenance reports within 48 hours of receipt.

Where a maintenance report has been determined as requiring emergency maintenance out of hours and you do not have a call out policy or preferred supplier you agree that we can arrange an out of hours call out which will incur a fee to the contractor subject to the trade and location. Additional fees may apply for us to manage this service capped at £20 per issue.

Emergency call outs will seek to make the issue safe and where possible carry out repairs whilst on site. If this is not possible a further call out will be necessary.

You authorise us to arrange any maintenance call outs or work required for repair and replacement up to the value of £300 for each month of the agreement. We do not charge any additional administration fees for routine or emergency maintenance.

In the case of quotations for work which is non urgent we will obtain one quote and, in some circumstances, may obtain a second comparable quote. You agree to cover any costs to quote charged by contractors which will include a 10% administration fee with a minimum of £12. Should additional quotes be required you agree to pay an administration fee of £20 per quotation.

Administration fees will cover the cost of sourcing and managing quotations and instructed works, follow ups, recording guarantees and payment to contractors plus the cost of collecting funds to cover the costs from rent or direct.

We will instruct contractors on your behalf and pay all invoices on due dates, a hold from your rent will be placed on all authorised works as soon as authorization is received. Where the rent does not cover the works quoted we will request an additional payment from you and you agree to pay this on request.

Should you instruct us to carry out major renovation works which costs more than £5000 we will charge an additional management fee equal to 2%.

Warranties

A warranty service product is provided in partnership with our network of contractors.

The range of services included will be included on our website, all warranties will require an annual gas safety certificate and boiler service, where this is not completed you may incur additional charges for any call outs or repairs.

Warranties are priced per month and will have minimum 12 month terms from instruction.

We offer a range of call out fees depending on the level of service added from £0 to £75 per callout.

Each warranty is delivered based on the property and particulars and you should refer to the specific details in the warranty confirmation for particulars on what is included and what is excluded.

Overseas Landlords

Where you reside overseas you will provide us with your non-resident landlord (NRL) scheme number and inform HMRC that we are instructed as your agents and request that they confirm to us in writing to release funds without tax deductions.

Our agent registration number for the non resident landlord scheme is NA047752.

If we do not receive this approval from HMRC alongside your NRL scheme number we will calculate tax at the current rate and pay this quarterly to HMRC providing you with a statement of deductions quarterly and annually.

Rent Protection

Rent protection is provided at our discretion and subject to satisfactory checks. The fee for this service is £15pcm additional per property and has a minimum term of 12 months associated which automatically renews each year unless terminated.

Change of tenancy details are permitted throughout the term subject to underwriters approval and additional reference checks may be required.

Upon instruction we will purchase an insurance policy through one of our partners who will note you as having an interest in this policy.

You will not have any rights under the policy but if a successful claim is made, any sums that are due will be paid to you by MakeUrMove. The policy includes the following;

- Cover for the total monthly rent up to a maximum of £2500pcm, no matter how many tenants are on the tenancy agreement
- 100% of the monthly rent paid for up to a maximum of six months from the date of the first arrears
- Legal expenses up to £50,000 to cover eviction costs if the tenant is in breach of their tenancy agreement
- The above features are provided subject to you adhering to your mandatory legal obligations under the Housing Act. You must also adhere to the standard MakeUrMove terms and conditions of business

If during a tenancy or an extension of a tenancy where Rent Protection is included, and Rent Protection charges have been paid by the landlord, then the following will happen:

- As soon as we believe the tenant to be materially in arrears of rent (usually 28 days) the legal action for possession of the property will be started and we will start action to regain the property
- Legal expenses up to £50,000 to cover eviction costs if the tenant is in breach of their tenancy agreement
- 50% of the rent paid for up to two months after vacant possession has been obtained, whilst new tenants are found

We do not pay:

The first month's rental payment to landlord's account on the first day of the tenancy due to initial administration, but monies due (if any) will be forwarded to the landlord in a timely manner following the completion of our initial administration.

Conditions:

The above sums will be paid provided that the following conditions are met:

- A deposit equal to a minimum one months rent must be taken in cleared funds by us prior to commencement of the tenancy. This must be held in an approved legal scheme
- A sum equal to at least one months rent, being the first months rent must be taken in cleared funds by us prior to commencement of the tenancy

- The Tenancy starts within 60 days after the date of approved references
- The first month's rent and deposit are held as cleared funds in MakeUrMove client bank account prior to commencement of the tenancy
- The tenancy must not start before references or a credit report acceptable to us have been received and a suitable tenancy agreement, inventory and notices (if applicable) have been drawn up and executed with the tenant
- The landlord, at his/her own expense, must attend any court hearing if required to do so
- If a Guarantor is required, the landlord must ensure that the Guarantor has entered a written legally binding guarantee with the Landlord in respect of the tenancy
- MakeUrMove and the third-party insurance provider shall have the right, at any time, under subrogation to pursue the recovery of any rent protection paid out, including if required court proceedings
- In the event of proceedings to bring the tenancy to an end due to non-payment of rent by the tenant before the fixed term has expired and vacant possession has been achieved the landlord must make the property available for re-letting for a period of not less than six months through our website
- If any of these terms, conditions, restrictions and limitations have not been adhered to MakeUrMove reserve the right not to make payment under the scheme
- MakeUrMove and the third-party insurance provider shall have absolute discretion as to whether to take any action to recover unpaid rent from a Tenant. Any sums recovered will be returned to the Landlord less any fees and costs incurred and any management fees and charges due
- At no time will MakeUrMove be responsible for repairs and maintenance to the property. This is the sole responsibility of the Landlord
- The Landlord must obtain all necessary safety certificates in respect of the property and ensure that all required documents have been provided to the Tenant at the start of the Tenancy including but not limited to How To Rent guide, Deposit Protection Scheme Prescribed

Information, EPC and Gas Certificate. The Landlord will obtain confirmation of serving these documents and retain copies.

- If the Tenant reasonably withholds rent due to repairs or Landlord's unfulfilled obligations then MakeUrMove is not obliged to compensate the Landlord for this sum

Minimum Term and Payment

All prices quoted include VAT unless otherwise stated.

Full Property Management has a minimum term of 12 months from instruction. Where Rent Protection has been taken out this will have a minimum term of 12 months from the start of the tenancy or policy interest start date whichever applies.

Payment is required by direct debit authorization and shall be collected monthly on a set date.

Additional fees shall be confirmed in writing each month and invoices or statements provide for the next collection.

Where collection has failed, we will attempt to collect again within 3 days. If this remains unpaid after 7 days a fee of £20 will apply. Where fees and charges remain due after 14 days of invoice you agree that we may collect from any rents collected across the portfolio.

Termination

Services will continue until notice to terminate is served by either party providing three months written notice and subject to the consequences of termination.

Either party may terminate the agreement by notice in writing without the need for three months' notice if;

- The other party commits a material breach of these Terms and in the case of any breach capable of being remedied, they have failed to remedy this in a reasonable timeframe of being notified; or
- The other party commits a material breach of these Terms which cannot be remedied; or
- The other party ceases to carry on it's business; or
- The other party is declared insolvent or passes a resolution for winding up

You may terminate the agreement with us if we fail to comply with any aspect of the Terms and this failure continues for a period of at least 4 weeks after notification.

We may terminate this agreement with you where you have failed to make payment on a legitimate demand or invoice within 28 days of being requested to do so.

Consequences of termination

Upon termination all charges remaining for the term of the contract outstanding and any minimum term for additional services will become due immediately.

Any outstanding fees or charges for work completed but not yet invoiced shall become due upon invoice.

All fees already invoiced shall be due on termination regardless of the due date on that invoice.

Where termination occurs within 12 months of a new/renewed tenancy and outside the initial term a fee of £300 shall be due.

You agree to pay all of these fees on request and within 14 days.

Both parties agree to continue to observe the Terms during any notice period and act in a professional manner. We will provide a handover of any documentation that you do not already have access to for your records.

You will notify the tenant in writing of the new contact details for management, maintenance and rent collection. Where the tenant continues to pay rent to us after termination we will pay these over to the stored bank details less a fee of £20 for the transfer.

Complaints

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Ombudsman to consider without our final viewpoint on the matter).

What will happen next?

- We will send you a letter acknowledging receipt of your complaint within three working days of receiving it, enclosing a copy of this procedure.

- We will then investigate your complaint. This will normally be dealt with by the office manager who will review your file and speak to the member of staff who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgement letter.
- If, at this stage, you are still not satisfied, you should contact us again and we will arrange for a separate review to take place by a senior member of staff.
- We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

If you remain dissatisfied, you can then contact The Property Ombudsman to request an independent review:

**The Property Ombudsman Ltd
Milford House
43-45 Milford Street
Salisbury
Wiltshire
SP1 2BP**

01722 333 306

www.tpos.co.uk

Please note the following:

You will need to submit your complaint to The Property Ombudsman within 12 months of receiving our final viewpoint letter, including any evidence to support your case.

The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

Mediation

Any dispute arising under this agreement will be referred to and decided by the mediator.

You should first exhaust the complaints procedure within this policy.

The mediator will be appointed by application to The Property Ombudsman. Any party wishing to refer to mediation shall notify the other party in writing and make an application within 7 days.

During the period of mediation all parties will continue with their obligations as set out by the agreement.

The decision of the mediator shall be binding on the parties unless and until revised by agreement of both parties or by legal proceedings.

Indemnity

You shall indemnify us against all claims, costs and expenses which we may incur and which arise directly or indirectly from any breach of any of your obligations under these Terms and Conditions.

Force Majeure

For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

We shall not be liable to you for any delay or failure to perform our obligations under this agreement because of a Force Majeure Event.

If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, we shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.

Assignment & Subcontracting

We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights under this agreement and may subcontract or delegate in any manner any or all our obligations under the agreement to any third party or agent.

You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this agreement.

Limitation of Liabilities

Nothing in these Terms and Conditions shall limit or exclude our liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agent or sub-contractors;
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement; AND

Our total liability to you in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the agreement being the Fee paid from you to us under these terms (if any).

Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, fully permitted by law, excluded from this agreement.

This clause shall survive termination of the agreement.

Intellectual Property Rights (IP)

All Intellectual Property Rights in or arising out of or in connection with the services shall be owned by us.

You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written license from the relevant licensor which grant such rights to you.

You do not have any right to copy or reproduce any material for uses outside of this agreement without written authorization from us.

All materials supplied to you are our exclusive property.

Confidentiality

All parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to them by us. This includes other confidential information concerning our business or its products and services which you may obtain.

You agree to restrict disclosure of such confidential information to third parties unless as a need to know it for discharging your obligations under this agreement. You agree to ensure that any disclosure is subject to your obligations of confidentiality in relation to this agreement.

This clause shall survive termination of the agreement.