

1 DEFINITIONS

The following expressions shall have the following meanings:

1.1 "Agent" means ME Property Group Ltd, 6 Lonmay Place, Queenslie, Glasgow, G33 4ER

1.2 "Landlord" means any person who purchases Services from the Agent;

1.3 "Application Form" means a proposal, registration form, quotation or other similar object describing the agency Services;

1.4 "Services" means the agency services as described in the Application Form;

1.5 "Property" means the property which belongs to the Landlord and is to be let to the Tenant;

1.6 "Tenant" means the person contracted to rent the Property;

1.7 "Tenancy" means the period for which the Tenant is contracted to rent the Property;

1.8 "Fees" means the agency commission due to the Agent from the Landlord for providing the Services;

1.9 "Deposit" sum of money retained by the Agent from the Tenant for the period of the Tenancy to cover any dilapidations;

1.10 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;

1.11 "Agreement" means the contract between the Agent and the Landlord for the provision of the Services incorporating these Terms and Conditions;

1.12 "Mediator" is the party nominated to resolve a dispute between the Agent and the Landlord.

2 GENERAL

2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Agent to the Landlord and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.

2.3 These Terms and Conditions shall be attached to any Application Form and signed and returned to the Agent by the Landlord.

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3 APPLICATION FORM

3.1 The Application Form is attached to these Terms and Conditions.

3.2 The Application Form / Agreement shall remain valid for acceptance for a period of 7 DAYS.

3.3 The Application Form must be accepted by the Landlord in its entirety.

4 SERVICES

4.1 The Services are as described in the Application Form.

4.2 Any variation to the Services must be agreed by the Agent in writing.

4.3 The Services shall commence from 7 days from the application form being signed by the landlord and end no sooner than 12 months after the signing of the application form. (Minimum period of 12 months does not apply to tenant find only (Let Only) services.

4.4 Termination of this agreement and services supplied on the application form should be made in accordance with condition 11 of this agreement.

4.5 Dates given for the commencement of the Services are estimates only and not guaranteed. Time for commencement shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

5 PRICE AND PAYMENT OF FEES

5.1 The price for Services is as specified in the Application Form and is exclusive of VAT and any other charges as outlined in that document.

5.2 The terms for payment are 5 working days.

5.3 The Agent shall pay the rental payments for the Property to the Landlord monthly OR quarterly in accordance with the terms set out in the tenancy agreement supplied to the tenant.

5.4 The Agent shall deduct the Fees and any other expenses incurred by the Agent on behalf of the Landlord prior to making over rental payments as described in Condition 5.3.

5.5 Where there are sums due to the Agent that have not been deducted in terms of Condition 5.3 the Landlord must settle all payments for Services within 5 working days from the invoice or requested date.

5.6 The Landlord will pay a late payment charge of £35.00 and £5 per day until date payment has been received by the agent.

5.7 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Landlord where any payment due to the Agent is late.

5.8 The Landlord is not entitled to withhold any monies due to the Agent.

5.9 The Agent is entitled to vary the price to take account of:

5.9.1 any additional Services requested by the Landlord which were not included in the original Application Form;

5.9.2 any reasonable increase in hourly, daily or set rates, if applicable; and any variation must be intimated to the Landlord in writing by the Agent.

5.10 In the event that the Landlord seeks to cancel the Agreement for Services the Landlord shall be responsible to pay the Agent a cancellation fee of £75 for full management services and £199 for Let Only.

5.11 The Agent may add an uplift to any repairs charged to the landlord, the agent hold the right to withhold details on any uplift in price for any repairs or work carried out by a contractor however the agent will gain relevant consent from the landlord for the total charge inclusive of any uplift prior to work commencing.

6 TENANCY AGREEMENTS

Unless otherwise instructed by the Landlord, the Agent shall provide a standard tenancy agreement for the Tenancy and the Landlord shall meet the fees for drawing up this document as stipulated in the Application Form. Should the Landlord wish to instruct their own solicitor to provide a Tenancy Agreement they shall be liable to meet the expenses incurred in this respect.

7 LANDLORD OBLIGATIONS

7.1 The Landlord agrees to co-operate with the Agent as may be required.

7.2 If appropriate, the Landlord agrees to obtain permission from his/her mortgage company to let the Property and shall provide written proof to the Agent that this permission has been obtained.

7.3 The Landlord agrees to notify his/her insurance company of their intention to let the Property and maintain such cover as is necessary throughout the period of the Agreement.

7.4 The Landlord authorises the Agent to negotiate with the insurance company in respect of any claim and agrees to pay any fees for such work as will be determined by the Agent.

7.5 The Landlord authorises the Agent to carry out any repairs, maintenance work or incur any other relevant costs as the Agent deems necessary up to the limit of £150 AUTHORISED REPAIRS LIMIT each month of the Agreement.

7.6 The Landlord shall notify all relevant authorities and service providers of the Agent's interest prior to the Agreement commencing.

7.7 The Landlord shall not have any utility services disconnected prior to the start of the Tenancy.

7.8 The Landlord shall remain responsible for the security and well-being of the Property during vacant periods.

7.9 The Landlord agrees to take all necessary steps to ensure compliance with the relevant statutory laws.

7.10 The Landlord must provide the Agent with a comprehensive inventory listing the contents and condition of the Property or meet the costs of the Agent preparing such a document.

8 AGENT OBLIGATIONS

8.1 The Agent shall supply the Services as specified in the Application Form.

8.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.

8.3 The Agent shall take all reasonable steps to ensure the suitability of Tenants, including obtaining appropriate references and evidence of identification and employment if applicable, but does not accept any responsibility for the ultimate conduct of any Tenant.

8.4 The Agent shall endeavour to collect all rents on their due date but cannot be held liable for non-payment or late payment of rent and the Landlord is advised to hold adequate insurance policies to cover such situations should they arise.

8.5 The Agent shall notify the Landlord as soon as is reasonably practicable of any breach by the Tenant of any terms of the Tenancy agreement but the Landlord is responsible for pursuing any remedy against the Tenant including the costs of any legal action.

8.6 The Agent shall obtain a Deposit of 1 MONTHS rent from the Tenant prior to the commencement of the Tenancy and retain this sum in a designated client bank account or register the deposit with a recognised deposit scheme for the duration of the Tenancy.

8.7 At the end of the Tenancy the Agent shall return the Deposit to the Tenant less any expenses to cover dilapidations assessed by the Agent. In the event that the Landlord disputes these expenses with the Tenant

the Landlord must engage in negotiations or legal action independently of the Agent and meet the cost of any such action.

8.8 The Agent shall serve all appropriate statutory notices in relation to and for the duration of the Tenancy.

9 PROPERTY MIS-DESCRIPTIONS ACT 1991

It is the Landlords responsibility to check the descriptions of the Property in the schedule provided by the Agent, on the website and on other relevant marketing material and notify the Agent of any amendments required. The Landlord shall indemnify the Agent and any other associated parties against any claim made in respect of any mis-description that arises out of the Landlords failure to adhere to this condition.

10 PURCHASE OF PROPERTY BY TENANT

In the event that the Tenant, or any third party connected with the Tenant, or any party introduced by the Agent, purchases the Property during the Tenancy or within six months of the end of the Tenancy the Landlord shall pay a commission of 1.25% of the sales price to the Agent even if the agent is not responsible for brokering the sale.

11 TERMINATION

11.1 Should the Landlord wish to terminate this Agreement for reasons other than those described in Condition 11.2 and Condition 11.6 of these Terms and Conditions the Landlord is required to give the Agent 2 MONTHS written notice of the termination with any such notice only being acceptable if a minimum of 2 MONTHS has occurred since the start, or re-let, of the existing Tenancy and condition 4.3 has been elapsed.

11.3 The Agent is required to give the Landlord 2 MONTHS written notice to terminate this Agreement with the exception of enforces of 11.9 and 11.9.1 by the agent.

11.4 The Landlord may terminate the Agreement if the Agent fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 5 WEEKS after notification of non-compliance is given.

11.5 The Agent may terminate the Agreement if the Landlord has failed to make over any payment due within 1 WEEK of the sum being requested.

11.6 Either party may terminate the Agreement by notice in writing to the other if:

11.6.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

11.6.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

11.6.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

11.6.4 the other party ceases to carry on its business or substantially the whole of its business; or

11.6.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

11.7 In the event of termination the Landlord must make over to the Agent any payment for work done and expenses incurred up to the date of termination.

11.8 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11.9 The agent may terminate this agreement with immediate effect if the landlord is believe to be unreasonable in respect of a request made by the agent or tenant and shows hostility or threatening behaviour towards the agent or the tenant, the landlord will be provided with 1 warning prior to 11.9 being enforced.

11.9.1 In the event the agent acts upon 11.9 the landlord will be liable to pay termination charges to the agent equivalent to the monthly management fee for every month until end date of this agreement 4.3 with any other termination fee set out in 5.10.

12 MEDIATION

12.1 Any dispute arising under this Agreement will be referred to and decided by the Mediator.

12.2 The Mediator will be appointed by application to TPOS

12.3 A party wishing to refer a dispute to the Mediator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Mediator within seven (7) days of this intention being intimated.

12.4 The Mediator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Mediator must reach a decision within twenty eight (28) days of referral or such longer period as the parties may agree.

12.5 During the period of mediation both parties must continue with their obligations as stated in this Agreement.

12.6 The decision of the Mediator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

13 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

14 LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury, however the Agent shall not be liable for any direct loss or damage suffered by the Landlord or any third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Landlord's claim is first notified.

15 INDEMNITY

The Landlord shall indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Landlord's breach of any of its obligations under these Terms and Conditions.

16 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

17 ASSIGNMENT

The Landlord shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Agent.

18 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

19 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

21 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

23 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

These terms and conditions are available in large print on request.