

1. Terms of Business

This contract contains our 'Terms of Business' that bind our contractual relationship. This contract is made between 111Maintenance Group Ltd. (We, Us) and the Landlord (You). From time to time it may be necessary to vary our Terms of Business, and we will do so by advising you in writing of such changes, and the date at which such changes will take effect. We will not change the Terms of Business more than six monthly, unless such changes become necessary due to significant legislative changes. The Terms of Business set out in this contract will apply to your current instructions and to any future instructions that you give us. By signing the Terms of Business you agree that we can manage the maintenance of the property until such time as you instruct us in writing that you wish to terminate the Terms of Business under clause 3.4. In accordance with the **Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013**, if you deal solely with us via the internet or you sign the Terms of Business at home you have a 'cooling off' period (usually 14 days from the date of signing this agreement in acceptance of the Terms of Business, but might be extended by law in some limited circumstances) within which to cancel this agreement. To cancel please communicate that you wish to do so clearly within the cooling off period. We would ask you to serve a formal 'Cancellation Notice' upon us in writing within the cooling off period. Where we have performed work for you during the cooling off period at your request under the Terms of Business we may charge for this as we would charge a landlord that had engaged us for property maintenance works. Should you have any questions about the Terms of Business please contact us on 0203 745 7170 or email accounts@111maintenance.co.uk or in writing to 111 Maintenance Group Ltd., 33 Thamesview, Axon Place, Ilford, Essex, IG1 1NB

2. Our Services

2.1

2.1.1 We will provide a comprehensive initial inventory report and assessment of the property

2.1.2 We will provide subsequent end of term (mid term where applicable) and start of term inventories included as part of the agreement on an ongoing basis (with a maximum of 1 inventory every 6 months)

2.1.3 We will handle and manage all repair and emergency callout related enquiries (phone calls and emails) from your tenant and communicate back to you where absolutely necessary.

2.1.4 We reserve the right to instruct a contractor of our own choice, on your behalf, in the case of an emergency or if you are uncontactable for a reasonable length of time.

2.1.5 We will arrange repairs and refurbishments as necessary without contacting you up to a maximum spend of £250 inc. VAT should the works required be due to an emergency such as flooding due to a broken pipe or valve, electrical faults, gas related faults or anything else which can be classed as dangerous and/or be in violation of regulations by law.

2.1.6 Where repairs required are above £250 inc. VAT we will contact you in writing via email to confirm that you are happy to commence with the quote presented to you.

2.1.7 We will arrange routine repairs & maintenance of the property by our maintenance team as instructed by you. All works required will be quoted for separately, and carried out upon your acceptance of the quotation.

2.1.8 We will arrange periodic electrical inspections by our maintenance team. All works required will be quoted for separately, and carried out upon your acceptance of the quotation.

2.1.9 We will arrange annual EPC inspections. All works required will be quoted for separately, and carried out upon your acceptance of the quotation.

2.1.10 We will arrange annual gas safety certifications. All works required will be quoted for separately, and carried out upon your acceptance of the quotation.

2.1.12 We will assist with any deposit disputes where we can, however we will not be held liable for any disputes with tenants nor any losses incurred due to a dispute with a tenant.

Please note that we will hold and use information about you, supplied by you subject to the various permissions obtained within the Terms of Business and in accordance with the **Data Protection Act 1998**. We may share this information with our sister companies in order to provide you with the required services you have agreed to.

2.2 Inventories and Schedules of Condition

- 2.2.1 At the start of a new maintenance service agreement one of our representatives will arrange a full comprehensive inventory inspection with either the landlord or current tenants. The report will be emailed to the landlord within 14 days of the start of the agreement.
- 2.2.2 A representative will endeavour to arrange a standard inventory every 6 months from there on. An additional charge of £150 +VAT will be incurred should you require additional mid term inventories to be conducted.
- 2.2.3 Please note that we do not accept any responsibility for our inventory clerk's failure to inspect and report on any locked rooms or other areas of the property which we have not been given access to.
- 2.2.4 We will not accept any responsibility, especially in regard to deposit disputes, should you prefer to carry out your own inventory formalities or choose not to record the condition of the property prior to any tenancy Agreement commencing or concluding.
- 2.2.5 Reasonable care will be taken when completing inventory reports, however it is down to the tenant and landlord to check and agree with the contents of the report. We will not accept liability or responsibility for any errors or omissions on our part in the preparation of a check-in or check-out inventory.
- 2.3 Any Other Work/Services

In the event that you wish us to undertake any other work or services beyond that specified in the Terms of Business, we shall agree with you a description of that work in writing and the Terms of Business (or any amended terms agreed between you and us at the time in writing) will govern our relationship with you in respect of that other work.

3. Permissions

In signing the Terms of Business you are confirming the following:

- 3.1 That you are the sole or joint owner(s) of the property registered at the land registry.
- 3.2 In the case of joint ownership that all owners (as they appear on the title of the property) will be named on this agreement, and if signing on their behalf this will be by way of a power of attorney created (as a deed) by a solicitor

4. Complaints

Although we will always strive to offer you the highest level of service in accordance with the law and industry standards, we recognise that sometimes you may not be satisfied with the service we deliver for you. In the first instance we would encourage you to discuss any problems verbally and informally with your account manager who will endeavour to resolve the matter positively. Should this not resolve your concern then please submit a formal complaint to us in writing by emailing accounts@111maintenance.co.uk

5. Our Fees

- 5.1 Annual Property Maintenance costs £1200.00 exc. VAT per year (payable annually at the start of the contract term)
- 5.2 Payments can be made by direct debit or standing order, as well as using online banking or over the counter at a local Barclays Bank.
- 5.3 Once the first month's payment has been received your agreement will become active and a subsequent 11 payments will be taken via direct debit each month.
- 5.4 All payments should be made to :
Acc Name: 111 Maintenance Group Ltd.
Sort Code: **20-45-45**
Account No. **40077232**
Ref: (first line of rental property address)

6. Additional Fees and Charges

- 6.1 Late, missed or failed payments will incur a £25.00 charge 7 days after the missed payment has become due.

7. Termination & Suspension

- 7.1 We reserve the right to suspend the provision of our Property Maintenance Service in the event that payments from you are outstanding. We shall not be obliged to continue to provide our services until full payment of any outstanding amount has been made. We shall not be liable for any loss suffered by you during this any period of suspended service.

- 7.2 One (1) month notice must be given on the last day of the eleventh month of this contract if for any reason either party wish to terminate the Terms of Business at the end of the twelve month agreement.
- 7.3 If for any reason you wish to terminate the agreement prior to the agreed 12 months the total outstanding amount for the year will become due for payment immediately.
- 7.4 Should there be a legitimate and enforceable breach of the Terms of Business by us, you may terminate the Terms of Business forthwith and no further fees will be payable.

8. Exclusion & Liability

- 8.1 Nothing in the Terms of Business shall exclude or limit our liability for death or personal injury caused by us as maintenance service provider.
- 8.2 Our services will be provided using diligence and care. We cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise for services provided by a third party and we cannot accept liability for any failure on their part.
- 8.3 We cannot accept liability for any loss or damage howsoever caused (even if foreseeable) where the Terms of Business have been concluded under clause 7
- 8.4 In no event will we be liable to you in contract or tort or otherwise including any liability in negligence for any loss of savings, profit, use or value or any indirect consequential loss however arising.
- 8.5 Each condition in the Terms of Business excluding or limiting liability operates separately. If any provision or part of a provision is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
- 8.6 Force Majeure shall not entitle either party to terminate the Terms of Business and neither party shall be in breach of the Terms of Business, or be otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations, due to circumstances beyond their control.

9. Data Protection

Under the **Data Protection Act 1998** you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

10. Entire Agreement

- 10.1 The Terms of Business constitutes the entire agreement between the parties and supersedes and extinguishes any previous agreements, arrangements and understandings between us relating to the Terms of Business, whether made in writing or verbally.
- 10.2 Each party acknowledges that in entering into the terms of Business, it does not rely on any statement, representation or warranty made innocently or negligently by any person, which is not included in the Terms of Business.
- 10.3 The parties agree that each of them shall have no remedy for any statement, representation or warranty made innocently or negligently by any person, which is not party to the Terms of business.
- 10.4 Nothing in this clause shall limit or exclude any liability for fraud.