



[www.cairds.co.uk](http://www.cairds.co.uk)

**Epsom Sales & New Homes**  
 Phone: 01372 743033  
 Email: homes@cairds.co.uk

**Epsom Lettings & Management**  
 Phone: 01372 731966  
 Email: lettings@cairds.co.uk

**Ashtead Sales & Lettings**  
 Phone: 01372 888 888  
 Email: ashtead@cairds.co.uk

**London office**  
 Phone: 020 7409 4677  
 Email: homes@cairds.co.uk

**Terms of Business**

To instruct us to act on your behalf, Cairds require that our Terms of Business form is completed, signed and returned to this office as confirmation of your acceptance of our Terms of Business, including commission fees, administration costs, charges and as authorisation that Cairds may proceed with marketing your property to let.

Please read the Agreement carefully:-

<b><u>Full Management</u></b>	<b><u>Rent collect</u></b>	<b><u>Find tenant</u></b>
<b>Introduction to lettings</b>	<b>Introduction to lettings</b>	<b>Introduction to lettings</b>
<b>Market valuation</b>	<b>Market valuation</b>	<b>Market valuation</b>
<b>Compliance checks</b>	<b>Compliance checks</b>	<b>Compliance checks</b>
<b>Marketing the property</b>	<b>Marketing the property</b>	<b>Marketing the property</b>
<b>Premium listing</b>	<b>Premium listing</b>	<b>Premium listing</b>
<b>Tenant referencing</b>	<b>Tenant referencing</b>	<b>Tenant referencing</b>
<b>Tenancy agreements</b>	<b>Tenancy agreements</b>	<b>Tenancy agreements</b>
<b>Collection of rent and deposit</b>	<b>Collection of rent and deposit</b>	<b>Collection of rent and deposit</b>
<b>Arranging inventory</b>	<b>Arranging inventory</b>	<b>Arranging inventory</b>
<b>Rent Processing</b>	<b>Rent Processing</b>	
<b>Chasing rental arrears</b>	<b>Chasing rental arrears</b>	
<b>Option for rent &amp; Legal cover</b>	<b>Option for rent &amp; Legal cover</b>	
<b>Scheduled property visits</b>		
<b>Right to rent follow up checks</b>		
<b>Renewing safety checks</b>		

## 2.0 SCHEDULE OF SERVICES

### 2.1 Letting Service

- Market the property, including preparing photographs, arrange a 'to let' board.
- Tenant referencing.
- Conduct the Right To Rent Checks.
- Providing tenant with the Government's 'how to rent document'
- Negotiate the terms and conditions with the prospective tenant.
- Draw up tenancy agreement.
- Schedule an Inventory to be prepared and checked at the commencement and termination of a tenancy.
- To arrange and carry out a gas safety inspection.
- Collect the deposit from the Tenant in advance and lodge with the Deposit Protection Service and collect first month's rent in advance.
- Serve notice as appropriate or negotiate new terms with the Tenant at the end of the fixed term of the tenancy.

### 2.2 Letting and Rent Administration

- Provide the services in 2.1 above; and
- Receive the rent, as stated on the Tenancy Agreement.
- Prepare statements on receipt of the rent and pay the net amount to the Landlord after deducting our fee's and any other expenses.

### 2.3 Letting, Rent Administration and Management Service

- Provide the services in 2.1 & 2.2 above; and
- Pay current outgoing such as ground rent, service charges and insurance premiums when demands are sent to our offices and provided Cairds hold sufficient funds in order to do so and accept and pay without question demands and accounts which appear to be in order.
- Retain a working float of £250 to cover invoices for routine management matters including arranging repairs to a maximum of £200 for any one item.
- **In the event of an emergency, Cairds reserves the right to instruct works to be carried out in order to minimise any possible damage due to the emergency. We reserve the right to pass on any charges for Emergency work.**
- Investigate defects which come to Cairds' notice or which are brought to Cairds' attention.
- The Agency – Accepts no liability for any damage or theft at the property whilst vacant or between any letting. The agency recommends that the Landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. We can offer our empty care service please enquire with branch.
- Carry out a routine property visit every six months and send off a property report to you. Please note the visit is not to be construed as a survey or detailed report, we

- cannot be held liable for any blatant or other defects in the property.
- Arrange for the property to be professionally cleaned for the commencement of the tenancy if requested (all expenses in this respect to be met by the Landlord, even if the tenancy is subsequently not granted)
- Calculate the cost of any damages owing to the Landlord at the end of the tenancy in accordance with the notes on the Inventory Check-In and Out Reports.
- Arrange the annual gas safety checks at the Landlord's expense.

## **OUR TERMS AND CONDITIONS**

The following terms and conditions govern the contractual relationship between us. Please read them carefully.

### **1. Consent to Let**

You confirm you are the legal owner of the property and have all necessary consents and authority to enter into a tenancy agreement.

### **2. Safety & Compliance Legislation**

As a landlord you must comply with the following legislation,

- Gas safety certificate (installation and use) regulations 1998
- Energy performance certificate
- A safety certificate for portable electrical appliances (PAT)
- In some circumstances an electrical installation condition report (EICR)
- The furniture and furnishings (fire) (safety) regulations 1993
- Electrical equipment (safety) regulations 1994
- Part-P building regulations (electrical safety)
- Building regulations (smoke alarm) 1991
- Management of HMOs (England) regulations 2006
- Housing Act 2004
- Licensing of houses in multiple occupation
- The smoke and carbon monoxide alarm regulations 2015
- The requirement for a safety assessment and suitable remedial action in relation to the Legionella bacteria

That all potential tenants have the right to rent and that the necessary checks have been carried out. (we will undertake these checks as part of our referencing procedure)



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If you do not choose our full management service then you have the legal responsibility to ensure that the renewal of any gas safety record is carried out within the statutory time limits.

Where we are providing full management service or rent administration service we will inform you if we become aware of any failure to comply with the above listed requirements.

### **3. Keys**

It is your responsibility to supply a full set of keys to the property for each tenant and where we are appointed to manage the property one full set to be held by Cairds.

If keys are not provided 24 hours prior to the commencement, we will arrange keys to get cut on your behalf and charged to your rent account. (please see additional fee's)

### **4. Verification of Identity**

We cannot commence our services without verifying your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. You would need to provide us with photo ID and Proof of Residency dated within the last three months.

### **5. Income Tax**

If you reside abroad, we will be responsible by HM Customs and Revenue for payment of any liability which arise on rents collected by us, unless you have obtained an exemption certificate. If you do not hold such a certificate it will be necessary for us to deduct income tax at the prevailing rate. We are able to give advice on procedures but tax advice should be sought from your accountant.

For the additional work involved where a Landlord does not obtain Inland Revenue approval to receive gross rent, Cairds will charge a fee please (see additional fee's)

If you are a UK resident, you are responsible for notifying HM Revenue and Customs of the tenancy and for accounting for the rent by way of income.

### **6. House in Multiple Occupation (HMO)**

The Landlord must confirm to Cairds, that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations.



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## **7. Insurance**

The property (and your contents) should be comprehensively insured to include third party and occupiers' risks. Failure to inform your insurance company that the property is let could entitle the insurer to avoid the policy. The policy should also be acceptable to any mortgagee of the property. It is your responsibility to arrange for adequate insurance cover.

## **8. Housing Health and Safety Rating System (HHSRS)**

Under The Housing Act 2004 it is the landlord's responsibility to ensure the property is let in suitable condition. You undertake that the property is compliant in all respects.

## **9. Tenancy Deposits**

As per current legislation the tenants deposit has to be registered with an approved deposit protection scheme failure to do so can result in serious consequences. Cairds is a member of the Deposit Protection Service, please refer to [www.depositprotectionservice.com](http://www.depositprotectionservice.com)

**OVERSEAS LANDLORDS:** Income from all residential lettings in the UK is subject to income tax. Cairds is required to pay basic rate tax to the Inland Revenue for all overseas landlords unless the Landlord has applied for and been granted self-assessment status, in which case, the Landlord may receive the rent gross and must still account to the Revenue each tax year. If the Landlord is not granted self-assessment status, he will need to apply to the Inland Revenue for a refund of excess tax once his accounts are up to date. The agent is required to complete quarterly returns to submit to the Revenue and the Landlord. For the additional work involved where a Landlord does not obtain Inland Revenue approval to receive rent gross, Cairds will make a charge of £60.00 per quarter. For further information, please refer to [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk) Cairds Overseas Landlord ID is NA047234

## **10. Change of Address**

You would need to notify us promptly of any change of address so we can comply with the statutory requirements to advise the tenant.



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### **11. Ending a Tenancy**

Unless the Tenant surrenders possession of the property it will be necessary to serve the Tenant with a valid notice. The notice and the extent of the notice depends on the type of tenancy it is essential that the correct form of notice is served.

If instructed we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy this will incur an additional charge if you have not chosen our full management service.

### **12. Early Departure**

Should the tenant leave the property of their own accord prior to the expiration of the tenancy it is your responsibility to take appropriate legal action to recover any rent or damages. Such early departure by the tenant is not our fault nor will responsibility and our full fees be charged subject to abatement if the property is re-let by us within six months of the departure.

### **13. Termination of our Service**

Our Full Management or Rent Administration may be terminated by three months written notice.

### **14. Withdrawal Cost**

If you accept a formal offer from a prospective tenant and the tenant has been referenced and passed, then a withdraw lettings fee of six months will be charged at 10% of the annual rent or £500 (whichever is greater).

### **16. Legal Services**

We do not provide legal advice. We can offer you Rent and Legal insurance that will be able to assist in all legal matters. Please speak to us in regards to the policies we have on offer.

### **17. Jurisdiction**

This agreement is made in England and Wales and shall be subject to the laws and courts of England and Wales.

### **18. Interest and VAT**



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All fees and charges are subject to VAT. We do not pay interest on monies held on behalf of landlords or tenants. We may charge interest at 2% above Santander bank base lending rate or the County Court rate whichever is the higher on late payments of sums owing to us.

## **19. Our Responsibility**

### **PLEASE NOTE THE FOLLOWING IMPORTANT RESERVATIONS AND LIMITATIONS.**

- We accept liability without limit for death or personal injury which is due to our negligence.
- Any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty.
- We shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party.
- We shall not be liable to you in respect of any claims made by a third party relating to the property or the letting (unless caused by our negligence) and you will indemnify if any such claim is made against us.
- Our Services shall not be taken as imposing any obligation upon us to enforce collection of rent or other charges payable by the tenant or a third party.
- In no circumstances shall we be liable for any indirect consequential or economic loss or expense.

## **22. Your Responsibility**

- You accept liability without limit for death or personal injury which is due to your negligence.
- You shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents.
- You shall pay (or shall repay) us any costs howsoever arising in relation to the arbitration of the deposit.
- You accept responsibility for any works undertaken by contractors whom

- you instruct or whom we instruct on your behalf (including where we give
- instructions in our discretion) and for payment of the contractors you warrant that the property complies with all regulatory and statutory requirements.

### **23. Assignment**

We may assign, or otherwise dispose of any of our rights and/or obligations under this contract.

### **24. Electronic Documentation**

Contracts which have been signed and delivered electronically (either by fax, email, scanning or website authentication) are binding and admissible in evidence. For convenience, we may ask you, the tenant or any prospective tenant(s) to sign documentation electronically.

## **FEES AND CHARGES**

Subject to the other provisions of this agreement our fees become payable upon a tenant introduced by us entering into a tenancy. For this purpose a tenant will be treated as introduced by us if they are introduced by or have been sharing occupation with a tenant introduced by us.

### **Find Tenant**

(1) **10% Inc VAT** of the first twelve months rent

(2) With regard to the renewal/extension of tenancies whether or not negotiated by our assignees or us commission is payable at the following rates of the renewal rent

This reduction relates only when tenancies are renewed or extended to existing tenants. There will be no reduction in fees if you had a discount at the commencement of the tenancy.

(3) If the Tenant terminates the tenancy after six months and before twelve months, there would be a pro-rata refund of commission paid. The said refund is not payable if the termination is actioned by the Landlord, unless we are reinstructed to let or sell the property.

(4) The total amount of commission due on a let only basis is payable at the commencement of each tenancy or renewal/extension.

(5) Our minimum letting fee is **£500 Inc VAT**.





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(6) Fees are payable even if the Landlord dispenses with our service during the tenancy.

(7) We reserve the right to retain any interest or commission obtained while carrying out our duties on your behalf.

(8) At your instruction we are able to undertake management duties outside this service. However a charge will be levied in the sum of £25 per hour. £50 being the minimum charge.

### **Letting and Rent Collection only**

(1) **12% Inc VAT**. This includes the initial letting fee of **10% Inc VAT** paid in advance and the rent collection fee of **2% Inc VAT** taken monthly. This fee however can, in some circumstances be taken on a monthly basis.

(2) With regard to the renewal/extension of tenancies whether or not negotiated by us commission is payable at the following rates of the renewal rent with the 2%+Vat rent collection fee remaining.

There will be no reduction in our fees if you had a discount at the commencement of the tenancy.

(3) If the Tenant terminates the tenancy after six months and before twelve months there would be a pro-rata refund of commission paid. The said refund is not payable if the termination is actioned by the Landlord, unless we are reinstructed by you to let or sell the property.

(4) Our minimum letting and rent collection fee is **£650 Inc VAT**.

(5) Fees are due and payable even if you dispense with our service during the tenancy.

(6) You agree we may retain any interest or commission obtained while carrying out duties on your behalf.

(7) At your instruction we will be glad to undertake management duties, a fee of £25 per hour will be levied, £50 being the minimum charge.



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## **Letting and Management**

(1) Our management charges are **14% Inc VAT**. This includes the initial letting Fee of **10%+ Inc VAT paid** in advance and a management fee of **4% Inc VAT** paid monthly. This fee however can, in some circumstances be taken on a monthly basis.

(2) With regard to the renewal/extension of the tenancies whether or not negotiated by us, commission is payable at the following rates of the renewal rent with the 4% management fee remaining.

There will be no reduction in our fees if you had a discount at the commencement of the tenancy.

(3) If the Tenants terminate the tenancy after six months and before twelve months there would be a pro rata refund of commission paid. The said refund is not payable if the termination is actioned by you unless instructed to let or sell the property.

(4) Our minimum letting and management fee is **£1,000 Inc VAT**.

(4) Fees are payable even if the Landlord dispenses with our service during the tenancy.

(5) We reserve the right to retain any interest or commission obtained while carrying out our duties on your behalf.

(6) When managing a property let by another party we will require copies of the Tenancy Agreement and other documents and two sets of keys. Our fee for this service is **6% Inc VAT** of the rent.

## **Periodic tenancies, renewals and extension fee's**

Upon the tenancy becoming a statutory periodic tenancy or periodic tenancy (this is where the tenant remains in occupation without a new agreement) our fees, calculated as agreed in respect of the original letting, will be due annually in advance within 14 days of invoicing, together with the 'periodic administration fee' as set out in 'Additional Charges'. If the tenancy is extended or renewed by a new fixed term, (whether or not we carry out the negotiations) this will incur a fee, calculated and payable as agreed in respect of the original letting together (if applicable) with the tenancy agreement preparation fee as detailed in 'Additional Charges'.

## **Right to Cancel**

**This applies only to contracts signed off our premises.**

You have the right to cancel this contract at anytime within fourteen days starting from receipt of this notice. If you wish to cancel this contract you must do so in writing and deliver or email (lettings@cairds.co.uk) it to our office. Notice of cancelation is deemed to be served once an official document has been received by us.

## **Definitions**

1.1 "You" means the owner or person authorised to let the Property referred to in the Schedule hereto.

1.2 "Us" means The Cairds Estate Agents registered at 3 West Street, Epsom, KT18 7RL

1.3 "The Property" means the dwelling to be let referred to in the Schedule hereto.

1.4 "The Tenant" shall mean any one or more individuals or company or other corporate entity (including but not limited to local authorities) introduced by us or named in the Tenancy Agreement to include any successor in title to the original Tenant.

1.5 "The Tenancy" shall mean the period that the Tenant remains in lawful occupation of the Property pursuant to the Tenancy Agreement or by reason of any statutory or other legal provision.

1.6 "The Tenancy Agreement" is the document signed by or on behalf of you and the Tenant permitting the Tenant to occupy the Property.

1.7 "Rent" shall mean any payment to be made by the Tenant for the use and



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occupation of the Property and shall include any other monies lawfully payable by the Tenant under the terms of the Tenancy Agreement.

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1.8 "Fees" shall mean the fees and commission payable by you to us for the services provided.

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1.9 "The Services" shall be the various services provided by us and particularised in clause 4 hereof.

1.10 "Terms and Conditions" shall mean these terms and conditions.

1.11 Where two or more persons are included in the expression "you" then your obligation under this Agreement are deemed to be entered into jointly and severally.

1.12 Words importing the singular number include the plural number and vice versa and words importing any one gender include any other gender.

## Summary Charges

### Initial Charges (All charges are inclusive of VAT)

Tenancy Agreement	£200
EPC (Energy Performance Certificate)	£80
Legionella Risk Assessment	Price on Application
Gas Safety Certificate	£75
Addendum to Tenancy Agreement	£40
Checking Third Party Tenancy Agreement	£50
Inventory	Price on Application
Check In	Price on Application

### Deposit

Administration Charge to protect deposit with DPS	£45
Process a claim where we do not provide full management	£125

### Renewals

Renewal of a fixed term tenancy	£100
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### Additional Charges

Annual Statement of income and expenditure	£50
Tax Administration for non UK residents with no HMRX approval	£40
Annual Tax administration chare for non UK residents with HMRC approval per quarter	£100
Additional Property Inspections/Visits	£45
Arrange a redecoration/refurbishment based on the total net invoice of works	10%
Court Attendances Per Day	£240



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## Serving Legal Notice

- **Fixed Term Tenancy – Section 21 (1) b or Section 6a**
- **Serving Notice for a Periodic Tenancy Section 21(4)a**
- **Increasing Rent during a Statutory Periodic Tenancy requiring a Section 13 Notice**
- **Serving Notice where a tenant has defaulted on the tenancy agreement Section 8 Notice.**
- **Increasing Rent during the Statutory Period Tenancy Requires a Section 13 Notice.**

<b>Fully Managed</b>	<b>£60</b>
<b>Rent Collection</b>	<b>£90</b>
<b>Tenant Find Only</b>	<b>£120</b>



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**Full Address of Property to let**

	<b>Postcode</b>
--	-----------------

**Landlord 1**

--

**Landlord 2**

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**Contact Number**

--

**Email Address**

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**Address of Landlord during Tenancy**

	<b>Postcode</b>
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**Full Management Service (including VAT)**

Advance .....%      Monthly .....%

**Rent Administration Service (including VAT)**

Advance .....%      Monthly .....%

**Find Tenant Service (including VAT)**

Advance .....%



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EPC	Cairds to Provide		Landlord to Provide		Neither	
GSC						
Inventory						
Clean						
EICR						

Agreed Renewal Fee .....%

**IN ORDER FOR US TO MAKE PAYMENTS TO YOU PLEASE COMPLETE THE BELOW**

**Name of Bank**

**Sortcode**

**Account Number**

**Bank Account Name**

Landlord Sign ..... Print Name..... Date

Landlord Sign ..... Print Name..... Date

Cairds to Sign ..... Print Name..... Date

**By signing this agreement you are declaring that you have read and fully understood this agreement and any additional charges.**





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## Client Money Protection

**Client money protection is a legal requirement for all letting agents who deal with client money from 1<sup>st</sup> April 2019. Under Current Legislation, the Consumer Rights Act 2015 made it a legal requirement for every lettings agent in England to display whether or not they are a member of a Client Money Protection Scheme. Lettings agents in Wales are required to be a member of a Client Money Protection Scheme (and display this to consumers) as part of their Rent Smart Wales Registration.**

**[Cairds \(Epsom\) Ltd t/a – Cairds The Estate Agents are covered by Property Mark Client Protection Scheme.](#)**