

TERMS & CONDITIONS FOR MOVING INTO RESIDENTIAL LETTINGS**REFERRED TO IN THIS DOCUMENT AS "THE SERVICE"**

1. **The Service** is purchased solely on the basis of these Terms and Conditions and any Schedule attached and no variation of the same is accepted unless expressly agreed in writing by Nita Nicola. No oral representations by any person are in any way imported into these terms or form any contract or collateral contract.
2. **All charges and fees** are quoted exclusive of VAT, for which at the time of issue of these Terms and Conditions, Nita Nicola is not registered. If VAT becomes applicable the Client will be advised and the VAT registration number detailed on the invoice.
3. **Travel expenses** whether by private car (mileage is based on 45p per mile) or public transport, direct parking charges, toll or congestion charges and any reasonable disbursements incurred will be charged where applicable in addition to the quoted fee rate and will be detailed separately on the invoice.
4. **The full purchase price** of The Service is payable in advance of the commencement of The Service. Any fees agreed for additional services not included in The Service will be invoiced separately, and must be paid within 14 days of invoice unless otherwise agreed in writing. Nita Nicola reserves the right to charge interest at 4% over base lending rate on all overdue fees from the date of invoice until payment, together with an administration fee of £40 for each communication whether verbal or written, seeking settlement of the overdue invoice. Any third party costs applicable in recovering such outstanding monies will also be payable by the Client.
5. **The Service comprises** of four components for the total price of £4000.00 plus all expenses in relation to travel, parking, overnight accommodation and reasonable disbursements. Unless otherwise agreed, the four components cannot be purchased separately at the prices quoted.
6. **The Agency Start Up Documents** component will be provided in Word format on CD or other agreed format and despatched within 28 days of receipt of payment in full. The purchaser will be responsible for transferring the documents to their computer system and for making any adjustments to suit their stationery.
7. **The First Year Document Update Service** component is available for twelve calendar months from the date of despatch to the purchaser. This relates only to the adjustment and up-dating of the component documents as considered necessary as a consequence of changes in legislation affecting the Lettings industry. Any other changes required by the purchaser will be their sole responsibility and liability. At the expiry of twelve months, the client may purchase a further subscription to the component service at the standard rate applicable at that time.
8. **The Staff Training** component includes provision of supporting training materials. The venue for a Training is to be provided by the Client at his own cost. The provision of refreshments is the sole responsibility and at the discretion of the Client.
9. **The Support & Advice Service** component is available for twelve calendar months from the date of commencement of The Service. **The component includes:** providing telephone or email support (during office hours) for day to day queries encountered negotiating a new tenancy or dealing with situations which arise during the course of a tenancy; advice on details of requests or queries submitted by a Tenant; assistance with drafting a single special clause or letter. **The component does not include** personal involvement in negotiations, discussions or correspondence with Landlords or Tenants or their solicitors; the review of a Tenancy Agreement, or large sections of a Tenancy Agreement, submitted by Landlords or Tenant or their solicitor; re-drafting of a Tenancy Agreement or other documents. Where required, the excluded items can be provided subject to an additional fee based on an hourly rate of £50 per hour or part hour. At the expiry of twelve months, the client may purchase a further subscription to the component service at the standard rate applicable at that time.
10. Nita Nicola reserves the right to refuse without explanation any order received from any person, agency or organisation wishing to purchase The Service. Any order submitted is an offer to buy and there will be no contract of any kind created at any point unless and until the written order and payment has been received and accepted. Until such time any order submitted may be declined.
11. Unless otherwise agreed in writing, all copyright of the training materials, manuals and documents provided as part of The Service belong to and will remain with Nita Nicola and may not be gifted, passed on, transferred, licensed, sold or resold to any other party.
12. Unless previously agreed in writing, the Purchaser may not reproduce copy disseminate or utilise the training materials or documents provided as part of The Service, either in their original format or as may have been adjusted by the Purchaser.
13. Nita Nicola is not a solicitor, nor does she have any formal legal training or qualification. The provision of The Service is based on knowledge and experience gained from many years working in Residential Letting & Management.
14. In providing The Service, Nita Nicola endeavours to provide accurate and up to date documents and information, but cannot accept any responsibility or liability for any losses to the Purchaser by way of loss of revenue, loss of expected profits, or claims by third parties as a consequence of using the documents.
15. Nita Nicola or any person undertaking Training or Consultancy Services on behalf of Nita Nicola shall not divulge to third parties (save under threat of penalty under Statute) any information which the client reasonably regards as confidential provided that the provision shall not restrict the use by Nita Nicola of such information in any publication either in a form agreed with the Client or in any such form as will not reveal to the reader the source of such information.
16. Any queries regarding these Terms & Conditions should be addressed to Nita Nicola as below.