



# TERMS

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## of Business

**Manchester City Centre**

...AND  
ON  
THE SIXTH  
DAY, GOD  
CREATED  
MANCHESTER.

[illegible]

**O'Connor  
Bowden**

## Manchester City Centre



# Terms of Business Contents

We are grateful to you for instructions for OCB to let and manage your property and set out below details within our Agreement, the services we will provide and the fees we will charge in respect of them:

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# 1. Definitions

The following definitions are provided as a simple reference to define key names of parties and property. The definitions do not provide a full definition of every reference, item or word included within this Agreement.

<b>Our Terms</b>	<b>the Meaning</b>
<b>The Owner/Landlord:</b>	The Legal Owner/Landlord or Owners/Landlords of the property, as individuals or a Limited Company or other such organisation.
<b>The Agent:</b>	The Letting Agent, Property Management Agent and the trading name and brand of O'Connor Bowden Property Management (Manchester) Limited.
<b>The Property:</b>	The Postal Address or addresses identifying the Property or Properties owned by the Owner/Landlord and managed by the Agent.
<b>The Agreement:</b>	The content of this Agreement.
<b>Terms of Business:</b>	The content of this Agreement.
<b>Singular &amp; Plural:</b>	The meaning of any word stated in singular or plural form can also have a vice versa meaning.
<b>A Bracket Word:</b>	The meaning and use of a longer word or name, shorten or abbreviated but having the same meaning and use.

# 2. Principles of Appointment

- 2.1 The Owner/Landlord hereby appoints O'Connor Bowden Property Management (Manchester) Limited trading as O'Connor Bowden and referred to as "OCB" throughout this Agreement, as the Letting Agent for the Property mentioned below in Section 3.1 of this Agreement until further notice from the Owner/Landlord in writing to OCB to serve notice to terminate this Agreement in accordance with the notice period stated within Clauses 5.4 & 5.5 of this Agreement.
- 2.2 The Owner/Landlord confirms that they are the legal Owner/Landlord of the Property mentioned in Section 3.1 below and/or have the full authority in the capacity of the Owner/Landlord or with written authority from the Owner/Landlord to act on his/her/their behalf, to enter into this Agreement.
- 2.3 The Owner/Landlord agree to undertake and ratify whatever OCB shall lawfully do by their appointment as Letting Agent and to indemnify OCB against all costs and expenses properly incurred by them whilst managing the Property and against any third party actions or claims that may occur for reasons not the responsibility of OCB.
- 2.4 In accordance with the terms and conditions specified in this Agreement, the Owner/Landlord agrees to pay the fees due as specified in this Agreement within Clause 5.
- 2.5 This Agreement is a rolling appointment that can be terminated by either party with a "Notice to Cease", subject to three months written notice if the Tenancy is on a periodic Tenancy Agreement and in accordance with the Termination and Cancellation terms in Clauses 5.4 and 5.5 of this Agreement.

### 3. Property Information

3.1 Address of Property To be Let and Managed:

Furnished ☐

Part Furnished ☐

Unfurnished ☐

3.2 **Property Safety and Regulatory Reports and Licences:**

Expiry date of current Gas Safety Regulations Annual Report	Date
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(Please supply a copy of the Gas Safety Certificate)

Expiry date of current Electrical Systems and Equipment Report	Date
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(Please supply a copy of the NIC/EIC Report & Certificate)

Expiry date of current Portable Application Test Report (PAT)	Date
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(Please supply a copy of the PAT Report)

Expiry date of current Energy Performance Certificate (EPC)	Date
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(Please supply a copy of the EPC)

Expiry date of current Selective or Mandatory Licence (if applicable)	Date
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(Please supply a copy of the Licence)

Expiry date of current Legionnaire's Disease Report	Date
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(Please provide a copy of the Report)

**We will arrange repeat Safety Certificates in accordance with UK Tenancy regulations or legislation**

### 3.3 Additional Property Information

Is the Property Furnished? Yes ☐ No ☐

Is there Gas at the Property? Yes ☐ No ☐

Does the Property have parking? Yes ☐ No ☐

If yes, please provide car parking space number  
Or details of any permits/passes

How many bedrooms does the Property have?

Is the Property Tenanted? Yes ☐ No ☐  
If yes, please provide contact details:

Name of Tenant(s):

Contact Number(s):

### 3.4 Building Management Company

Name:

Address:

Postcode:

Contact No:

## 4. Owner/Landlord Details

4.1 Full Legal names of Owner/Landlord:

**NOTE:** Full names must be supplied if the Property is jointly owned, both names must appear on this form and on the Tenancy Agreement (if a Limited Company, please state all Directors' names as registered with Companies House). If a trading name, please state proprietors or all partner(s)' names)


4.2 Owner/Landlord's Address:


#### 4.3 Owner/Landlord's Contact Details:

Mobile:

Email:

Home Telephone:

#### 4.4 Owner/Landlord's Residency Status:

4.4.1 Is the Owner/Landlord an UK British Citizen and residents?

Yes ☐

No ☐

(If a Company, is the Company Registered in the UK?

Yes ☐

No ☐

4.4.2 Is the Owner/Landlord proposing to live outside the UK during the Tenancy Term?

Yes ☐

No ☐

If **YES**, please provide details of your Overseas Approval Number & Country:

#### 4.5 Owner/Landlord's Bank Details (for rental payments):

Bank:

Address:

Account No:

Sort Code:

Account Name:

#### 4.6 Owner/Landlord's Payment Requirements:

Statements to be sent:

By Email

☐

By Post

☐

Statements to be paid:

Monthly

☐

Quarterly

☐

## 5. Payment and Fees

### 5.1 Appointment of Agent/Management Fees

The Landlord/Owner authorises the Agent to enter into a Tenancy Agreement with Tenant(s) in respect of the Property mentioned in Clause 3.1 above on the Landlord/Owner's behalf and to execute such Tenancy Agreement as the authorised Agent of the Landlord.

### 5.2 Services Required:

- |                             |                       |  |
|-----------------------------|-----------------------|--|
| Full Management (Option 1): | <input type="radio"/> | Letting Fee of £395 & 9% management plus VAT (without rental guarantee and legal protection insurance)         |
| Full Management (Option 2): | <input type="radio"/> | Letting Fee of £450 & 11% management plus VAT (including full rental guarantee and legal protection insurance) |
| Let Only Service:           | <input type="radio"/> | £750 plus VAT  |

5.3 Upon signing of the Tenancy Agreement with Tenant(s), the Landlord/Owner will pay to OCB the Letting plus VAT at the UK prevailing rate, currently, 20%. Thereafter, OCB will take a management fee plus VAT of the rents collected on a monthly basis.

5.4 Our Management Fee is payable as the rent is paid. Our Fee is subject to a minimum of £50 plus VAT per month and our appointment is subject to three (3) months' notice to cease management by either party, if the property is on a periodic tenancy.

5.5 Wherever notice has not been served and OCB lets the property and thereafter the Owner/Landlord terminates or serves notice to expire during the terms of the let OCB will be entitled to commission as per the Tenancy Agreement for the period of the Tenancy Agreement in place at the time.

5.6 OCB will take all fees from the first month's rent and upon move-in.

5.7 If you require a Let Only Service, our fees are £750 plus VAT at the UK prevailing rate, currently 20%. In all cases OCB must be instructed to collect the rent and deduct its fees and any costs at source. If the costs exceed the rental due, payment of our Let Only Fee will be due by the Owner/Landlord before the day of move-in.

The fees due will be deducted from the rent paid in accordance with the Fee Agreement listed in Clause 5.2 above. Costs incurred, in accordance with individual Tenancy Agreements, will be deducted from rent paid, at source. By means of example: costs may relate to pre-agreed costs for repairs, safety reports or other items as agreed between the Owner/Landlord and the Agent. All maintenance works must be paid before any such works are commenced and/or instructed by OCB.

## 6. Our Services

### Key Access and Management of the Property:

- 6.1 We will manage the Property upon the Owner/Landlord's instruction.
- 6.2 We will advise you as to the rental at which we believe the Property should be marketed and advise you of the current market conditions for rental.
- 6.3 We will provide any recommendations we may have as to how best to represent the Property together with information regarding any relevant legislation prevailing at that time.
- 6.4 If a new build Property, OCB will arrange for a member of staff, upon completion of the Property, to attend at the Property for the hand-over of the Property from the Developer; collect the keys and complete a snagging report which, in the case of any works to be done to the Property, we will arrange for the same to be rectified and will accordingly to the Owner/Landlord. We can arrange the Snagging Report at a cost of £150 plus VAT. A comprehensive Snagging Report with pictures will be produced.
- 6.5 The Tenant(s) are to be provided with a full set of keys for the Property, including entry fobs and car parking fobs. Similarly, OCB requires a full set in order to carry out our management services, including emergency entry to the Property. OCB where necessary will have keys copied and order fobs and at the cost of the Landlord.

## 7. Collection of Management Fees

- 7.1 In all cases, OCB must be instructed to collect the rent and our fees will be deducted from the rent paid in accordance with Clause 5 above.
- 7.2 OCB will make reasonable steps to ensure that the rent is paid on time. In the event of persistent late or non-payment, OCB will notify you within fourteen (14) days of the non-payment by email, telephone or post and offer advice towards legal steps for the recovery of any rent outstanding and, in extreme cases, for repossession of the Property.
- 7.3 OCB will use all reasonable endeavours to transfer any monies properly due to you to your Bank Account within twenty-one (21) days of the receipt of them of cleared funds in respect of rent or any other monies received. Banking Systems in the UK are such that if payment is made to us by cheque in respect of the rent, then we have to allow up to twelve (12) working days for such cheques to clear. We are not responsible for any bank charges that you may incur as a result of any delays of payment.

## 8. Statements

- 8.1 OCB will provide you with a Statement of Account once the financial arrangements have been finalized at the commencement of the Tenancy and monthly thereafter. This statement will be sent either by email or by post to an address within the UK.
- 8.2 If you require a Statement to be sent to you by post to an address outside the UK then we will be pleased to do but a fee of £10 plus VAT per statement will be applied to your account.

## 9. Marketing the Property for Rent

The Owner/Landlord authorizes OCB to promote and market the property for rent, freely and openly on the market, as it sees fit and in accordance with advertising and industry guidelines and legislation.

The Owner/Landlord also instructs OCB to advertise any Property "To Let", eight (8) weeks before the termination date of a Tenancy Agreement where the current Tenant(s) have not agreed to take out a new replacement Tenancy Agreement.

## 10. Marketing Services

The following marketing and promotional services will be provided at our expense:

**Property Lettings Particulars:** We will prepare a considered brochure with photography and honest descriptions bringing your property to life to source potential tenants.

**Floor Plans:** We will produce accurate floor plans to assist potential applicants to picture the layout and orientation of the Property.

**Photographs:** We will take as many photographs of the Property as possible for use on our website's advertisements, social media accounts, lettings particulars and promotions. The Owner/Landlord agrees that OCB own all rights to the images and photographs it has taken and will not use, copy or supply to any other party without the consent of the Managing Director of OCB.

**Website:** Your Property will be advertised on our main website: [www.oconnorbowden.co.uk](http://www.oconnorbowden.co.uk) and any other sub-websites we operate and manage. With most property enquiries now being received from Applicants online, our website is highly optimised, assisted by Google Ads and ensures we maximise the exposure of your property. In addition, we produce professional photographs together with a video tour of your property.

**Property Portals:** We subscribe to numerous property portals including the UK's main property portals, RightMove and Zoopla. Your internet property advertisement will include photographs, floor plans, key features, a comprehensive description and full brochure download facility.

**Marketing Feedback:** You will be provided with regular, comprehensive marketing feedback from advertising performances and enquiries received, including internet "click through rate" results and viewer(s)' comments.

**New Property Alerts & E-Marketing:** Numerous applicants subscribe to our "new property" alert service receiving details and e-brochures as soon as a property is marketed for let.

**Social Media:** Information about your Property is consistently promoted on Facebook, Twitter, Instagram and any other



form of social media that we operate and manage.

**Virtual Tours:** Our professional videographer produces a short video of the Property and which is uploaded to our website and all our Property Portals.

**"To Let" Board:** We have instantly recognisable "To Let" Boards that may be displayed at your property to attract attention and interest and where permitted.

## 11. Finding a Tenant

- 11.1 **Applicant Pre-Qualification:** There are no shortage of tenants wanting to rent property. Unfortunately, many applicants may be unsuitable or unable to meet with your rental standards or criteria. OCB ensures all applicants have the "right to rent" and are most likely to pass our professional and third-party referencing criteria, before committing to a viewing or negotiation.
- 11.2 **Property Viewings:** Flexible property viewing appointments can be offered, including evenings and weekend times. Access is often subject to the permission of the existing tenant, which can be legally refused if the Tenancy has more than 28 days to run. All property viewing feedback is reported to you via our Property Management System.
- 11.3 **Offers & Negotiation:** All offers received for your Property will be submitted to you in writing with supporting information to enable you to make an informed decision, including, the strength and financial position of the proposed Applicant(s). If the offer is at the rental price agreed or above, we will accept such offer on your behalf and take the appropriate deposit and confirm in writing.

## 12. Tenant Application Assessment

The following Tenant Application Assessment will be implemented by OCB:

- 12.1 **Tenant Application:** At the point of a Tenancy Application, the potential Tenant(s) have been provided with comprehensive Letting Pack enabling them to assess the terms and conditions of the Tenancy before commitment. Equally, OCB will have evaluated initial information provided by the potential Tenant(s) to be assured our professional referencing criteria will be met.
- 12.2 **Right to Rent:** The Owner/Landlord and or the Agent has a legal obligation to ensure that any potential Tenant(s) have the Right to Rent at property in the UK, which means in simple terms, the Tenant(s) have a right to live in the UK. With a combination of our procedures and third-party referencing Companies, at our expense, OCB will ensure that any potential Tenant(s) /Applicants have the Right to Rent, in accordance with current legislation.

More Information can be found at [www.gov.uk/check-tenant-right-to-rent-documents](http://www.gov.uk/check-tenant-right-to-rent-documents).

## 13. Tenant Referencing (Subject to Owner/Landlord Instructions)

All potential Tenants/ Applicants are referenced by a professional, third party industry tenancy referencing company. Referencing is chargeable to the Owner/Landlord and as per legislation of 2019.

OCB will obtain references on prospective private tenants and companies. The results of the reference can be made available to the Owner/Landlord upon request and in advance of the start date of the tenancy and provided that the potential Tenants/Applicants consent to sharing their information.

On signing the Tenancy Agreement, the Owner/Landlord or the Owner/Landlord's Agent will be deemed to have seen and accepted any such references collected by OCB on the Owner/Landlord's behalf.

Our Letting Fee does not include any charges or Tenant(s)' referencing nor Company Searches, which may from time to time be required. Company Searches can be carried out by us at the specific written request of the Owner/Landlord who will undertake to bear the costs thereof.

OCB are unable to guarantee the suitability of any Tenant(s), timely rental payment or vacant possession at the end of the Tenancy and cannot be held liable on behalf of the Owner/Landlord.

## 14. Written and Photographic Inventory

For all property let, OCB will prepare a written Inventory for the Property in a standard format and in accordance with our internal industry approved software. If the Owner/Landlord wishes an existing Inventory to be used, the cost of preparing such an Inventory or the cost of updating and/or re-typing any existing Inventory will be met by the Owner/Landlord.

In addition, to the written Inventory, a photographic Inventory will also be produced and incorporated to the written Inventory to ensure the true condition of the property is visually recorded.

OCB will take care to produce an accurate inventory, but we cannot be held liable for any omissions or errors that may occur. OCB will email a copy of the inventory to the Owner/Landlord once it has been completed.

The cost of providing the Inventory will be covered by OCB.

## **15. Tenancy Agreement**

Unless specifically agreed otherwise OCB will arrange, prepare and draw-up a Tenancy Agreement for signature by the Agent on behalf the Owner/Landlord and the Tenants.

The Tenancy Agreement, unless otherwise agreed, will be a Fixed Term Shorthold Tenancy Agreement (AST) or a Company Let Agreement for a term of six (6) or twelve (12) months. Where-ever possible all Tenancies will be for a 12-month period.

Where the Owner/Landlord instructs OCB to use his own Tenancy Agreement, OCB must be given reasonable time (seven working days) to arrange for the Tenancy Agreement to be approved by its advisers and/or professional and industry regulators. In the event of the Owner/Landlord not being approved, the Owner/Landlord agrees to use the Tenancy Agreement prepared by OCB.

Due to the complexities of arranging a compliant Assured Shorthold Tenancy Agreement, it is recognised by the Owner/Landlord and the Agent that aside from the "Tenancy Agreement" document, the Tenancy is also made of several component documents, but not limited to:

- HM Government "How to Rent" leaflet
- Section 48 Notice
- Section 21 Notice
- Prescribed Information Document
- Right to Rent
- AML Clearance
- Valid EICR
- Valid EPC
- Valid Gas Safety Certificate
- Property Inventory

OCB will ensure all appropriate Tenancy Documents are prepared, presented and issued to complete the Tenancy process.

## **16. Tenant Commencement & Move-In**

Once all preparation for a new Tenancy are complete, OCB will arrange for a Tenancy Commencement date, suitable acceptable with the Owner/Landlord and the Tenant(s).

OCB will arrange a meeting to attend the Property with the Tenant(s) to commence the Tenancy Agreement and complete a move-in process with the new Tenant(s). This will include a demonstration of equipment and items at the Property and the provision of any operating instructions as OCB deem necessary for the Tenant(s).

## **17. Property Management Service**

All the below services are included within your management fee:

- |   |  |
|---|--|
| • Utilities                                       | • Client Financial Management            |
| • Emergency Response                              | • Property Visits                        |
| • Rent Collection                                 | • Maintenance and Repairs                |
| • Owner/Landlord Health & Safety Responsibilities | • Tenancy Termination                    |
| • Rent Payments                                   | • Response Times to Repair Regulations   |
| • Tenancy Enforcement                             | • Assistance with Insurance & Claims     |
| • Rent Statements                                 | • Owner/Landlord Repair Responsibilities |
| • Safety & Compliance Certification Management    |  |

## **18. Deposit & Rental Guarantee**

18.1 **Segregated Client Accounts:**

All Client Money (your rent) is held for the Owner/Landlord in safely protected, segregated bank accounts, whilst the rent remains in the custody and control of OCB. The protected bank accounts are set up with the HSBC and insured by Client Money Protect, nor do they form any part of the assets of OCB.

18.2 **The Tenancy Deposit:**

OCB will offer two Tenancy Deposit options and at its discretion, to the Tenant(s) and for the Tenancy on the Property:

18.2.1 A **"Physical Deposit"**: legally regulated to a value equal to five (5) weeks rent, to be registered and protected in a custodial scheme, under OCB's account within the Government's authorised organisation, current the Deposit Protect Service ("DPS").

18.2.2 A **"Deposit Bond"**: accepted by OCB with an approved insurance provider, offering a deposit claim value to the sum equal to five (5) weeks rent and subject to the Tenant(s)' agreement of a Deposit Bond payment.

By law all physical private Tenancy Deposits must be registered and protected with a Government Approved Tenancy Deposit Protection Scheme or as an alternative to receiving a physical deposit. A Deposit Bond can be accepted, subject to terms and agreement by the Tenant(s).

18.3 For deposits paid by law, all private Tenancy Deposits must be registered with a Government approved Tenancy Deposit Scheme within thirty (30) days of receipt. At the time of issuing this Agreement, OCB is a member of the Deposit Protection Service for the registering of All Tenancy Deposits. The contact details of the Deposit Protect Service are:

The Deposit Protection Service (DPS)  
The Pavilions, Bridgwater Road  
Bristol, BS99 6AA

Email: enquiries@depositprotection.com  
Telephone No: 0330 303 0033

18.4 Where OCB is instructed by the Owner/Landlord to hold the Tenancy Deposit, we shall do so under the terms of The Deposit Protection Service.

18.5 During the management of your Property with us, we reserve the right to change the arrangements to protect your deposit under any other registered schemes.

18.6 **Summary of the mandatory process for returning a deposit (set out by the DPS)**

18.6.1 If there is no dispute, on behalf of the Owner/Landlord, OCB will claim any amounts agreed as deductions where expenditure has been incurred on behalf of the Owner/Landlord allowing the DPS to repay the whole or the balance of the Tenancy Deposit, according to the conditions of the Tenant Agreement, to the Tenant(s).

18.6.2 Any payment of the Tenancy Deposit will be made by the DPS within 30 working days of written consent from both parties.

18.6.3 If, after 10 working days\* following notification of a dispute to the Agent/Member and upon proof that reasonable attempts having being made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Owner/Landlord and the Tenant(s) over the allocation of the Tenancy Deposit, it will be submitted to the Independent Case Examiner ("ICE") by the DPS for adjudication. All parties agree to co-operate with any adjudication.

\* These time scales can be changed by agreement with the Tenant(s) in individual cases or by the contractual obligations as standard by the Agent.

18.6.4 When the amount in dispute is over £5,000, the Owner/Landlord and the Tenant(s) will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by ICE, although, with the written consent of both parties, ICE may at their discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Limited from time to time, shared equally between the Owner/Landlord and the Tenant(s). The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

18.6.5 The statutory rights of either you (the Owner/Landlord) or the Tenant(s) to take legal action against the other party remain unaffected.

18.6.6 It is not compulsory for the parties to refer the dispute to ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because, it is a condition of the Tenancy Agreement signed by both parties, Judges may refer the

dispute back to ICE for adjudication, if the parties do agree that the dispute should be resolved by ICE: they must accept the decision of ICE as final and binding.

- 18.6.7 If there is a dispute, we must remit to The Deposit Services Limited, the full deposit, less any amount already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Limited will take appropriate action to recover the deposit and discipline us.
- 18.6.8 On behalf of the Owner/Landlord, OCB must co-operate with ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 18.6.9 The Owner/Landlord understands that invoices relating to a Tenant(s)' proposed deposit claim, remain the responsibility of the Owner/Landlord until such time as those monies are successfully reclaimed. In the event that monies are not awarded by the Deposit Protection Service, the Owner/Landlord is responsible for payment of invoices and which will be deducted from the next available rent.

#### 18.7 **Owner/Landlord Deposit Indemnity**

By agreeing with this Agreement, the Owner/Landlord warrants that all the information provides to the Agent in this Agreement and at the time a Tenancy Agreement is offered and agreed, is correct to the best of their knowledge and belief.

If the Owner/Landlord provides incorrect information to the Agent relating to a Tenancy Agreement or this Agreement which renders any deposit claim void, or becomes subject to costs or causes the Agent to suffer loss or causes legal proceedings to be taken against the Owner/Landlord and/or the Agent, the Owner/Landlord agrees to reimburse and compensate the Agent for all losses suffered.

#### 18.8 **Agents Deposit Indemnity**

By agreeing to this Agreement, in the event of the Agent not registering the Deposit correctly in accordance with the above or not providing information or completing documents within its power and within the mandatory time line set out by The Deposit Protection Service, the Agent will indemnify the Owner/Landlord against all claims and expenses resulting in the failure of the actions not completed by OCB.

#### 18.9 **Deposit Management**

On registering a Tenancy Deposit, all deposits are transferred to a bonded deposit account with The Deposit Protection Service (DPS) under custodial terms. This means the funds are transferred to the DPS and remain in the control of the DPS until returned by settlement.

OCB will make a charge of £45.00 plus VAT (Forty-Five pounds) for the registration and management of each new Tenancy deposit. The management of a Tenancy Deposit includes, filing of any disputes, negotiating claims and escalating the disputes arbitration process, with supporting evidence, on behalf of the Owner/Landlord.

## 19. **Anti-Money Laundering Regulations**

#### 19.1 **Anti-Money laundering (AML):**

OCB operate in accordance with the Money Laundering Regulations 2017. This means that we **MUST** obtain and hold identification and Proof of Address for all Owners/Landlords.

Additionally, we are also required to establish whether there are any beneficial Owners/Landlords on whose behalf the transaction or activity is taking place. This means you **MUST** disclose and identify anyone who would be a beneficial Owner/Landlord aside from yourself/yourselves and where appropriate, the destination and source of funds requested.

Without this information we will be unable to proceed with any work on your behalf. We have provided a Money Laundering Client Information Leaflet and which has been sent to you under separate cover.

- 19.2 Under the terms of the Consumer Rights Act 2015, it is a legal requirement that every Agent provides Client Money Protection for rent and funds held for their clients. Client Money Protection ensures that the money paid and held for Landlord client and a Tenant is safely protected in segregated client accounts, whilst it remains in the custody and control of the Agent.

OCB is a member of the Client Money Protect (CMP). CMP will ensure that the Landlord or Tenant is reimbursed if their Agent goes into administration or misappropriates clients' funds in their control.

CMP Membership Number: CMP004225.

Website: [www.clientmoneyprotect.co.uk](http://www.clientmoneyprotect.co.uk)



## 20. Electrical Safety

Owners/Landlords have a legal obligation to ensure the electrical installation for their properties are safe when a Tenant(s) moves into a Property and maintained in a safe condition throughout the Tenancy. This means the Owner/Landlord is fully responsible for making sure that all electrical circuits, installations and appliances are maintained in a good order and are checked for safety.

The recommended safety inspection period is at least every 5 years or earlier and more frequently if recommended by a Qualified Electrician. NB: There will be a legal requirement for annual inspections and certification for HMO Licensed Property and certain property with Selective License status.

The Owner/Landlord **MUST** provide OCB with a copy of the current Electrical Safety Certificate, including any test Certifications for Portable Electrical Items (PAT) before the commencement of any Tenancy.

If the Owner/Landlord is unable to provide the required certification in a reasonable time period and the Applicant Tenant(s) subsequently withdraws from the proposed Tenancy Agreement, the Owner/Landlord will pay OCB a fee for letting the Property, the equivalent of which as if the Tenancy has proceeded and for the full term of the Tenancy.

As part of our continuing service, without liability, we will assist the Owner/Landlord to secure an Electrical Safety Certificate for the Property and at a cost of £160 plus VAT.

## 21. Energy Performance Certificate (EPC)

It is a legal requirement that an EPC is received with a minimum Banding Grade "E" for the Property before it can be marketed and advertised "To Let" on the open market.

Additionally, a Tenancy cannot legally commence unless a valid EPC has been provided to Tenant(s) prior to committing to a Tenancy Agreement.

An EPC is valid for a ten (10) year period.

The Owner/Landlord is fully responsible for making sure that the Property has a valid Energy Performance Certificate (EPC).

As part of our continuing service, without liability, OCB can assist the Owner/Landlord to manage this process of arranging an EPC Survey and obtaining a suitable EPC and at a cost of £95 plus VAT. We also have the facilities to download any current EPC from the Government Central Database.

## 22. Fire and Furnishings

All rental Property must be let in accordance with the "Fire and Furnishings (Fire) (Safety) Regulations 1998; The Fire and Furnishings (Fire) (Safety)(Amendment) Regulations 1983; The Electrical Equipment (Safety) Regulations 1994

The Owner/Landlord hereby warrants that they are fully aware of the terms and conditions of these Regulations and in signing this Agreement declares that all the furnishings presently in the Property or to be included in the Property together with all the electrical installations and/or electrical equipment in the Property considered to be or associated with furniture or furnishings, now or at any time in the future, fully comply with these Regulations.

The Owner/Landlord undertakes to keep OCB and effectively indemnified against any claim, liability, demand, cost, expense or prosecution which may arise by failure of the Owner/Landlord to comply fully with the terms of these regulations.

Typically furnish and furnishings manufactured prior to 1990 at the highest risk. OCB can assist Owner/Landlord with the management and adherence of this process.

## 23. Gas Safety

By order of the "Gas Safety (Installation & Use) Regulations 1988, the Owner/Landlord is fully responsible for making sure that all gas installations and appliances are maintained in good order and are checked and certified for safety every year (365 days) by a qualified Gas Safe registered engineer.

The Owner/Landlord **MUST** provide OCB will a copy of a current Certificate for the commencement of any Tenancy.

If the Owner/Landlord is unable to provide the required certification in a reasonable time period and the proposed Applicants/Tenant(s) subsequently withdraws from the proposed Tenancy Agreement, the Owner/Landlord will pay OCB the fee for letting the Property.

**PLEASE NOTE:** it is a criminal offence to allow Tenant(s) to reside in a Property on which a current Gas Safety Certificate is not available. OCB reserves the right to act accordingly, if necessary, preventing the Tenancy commencing or continual occupancy until a valid Gas Safe Certificate is to hand.

As part of our continuing without liability, we will assist the Owner/Landlord to secure an Electrical Safety Certificate for the Property.

## **24. GDPR Data Protection**

By signing this Agreement, you agree we will your personal data secure and on file and may share this information with any other Companies which share our OCB Trading Name and brand. These Companies may contact you to offer property related services unless you withdraw your consent in writing to the Agent.

We will not pass on your personal details or data to any other third-party organization unless we have obtained your written permission to do so.

## **25. Landlord Liability Insurance**

We highly recommend the Owner/Landlord hold the minimum insurance cover of Landlords Liability Insurance. This type of insurance protects the Landlord/Owner against third party claim from neighbours, Tenant(s), injury, homelessness costs, loss of rent etc.

OCB hereby gives notice that should an Owner/Landlord fails to uphold a lawful liability claim or hold suitable liability insurance protection for a Property or such a Tenancy claim, any losses incurred by OCB will be the responsibility of the Owner/Landlord.

As part of our service, we can assist the Owner/Landlord secure appropriate insurance protection.

## **26. Lender & Leaseholder Consent to Let**

It is regulated that the Owner/Landlord obtain permission to let a Property prior to any letting from their lender and in the case of Leasehold Property, their Landlord or the Freeholder. This is essential where a residential mortgage is in place. Owner/Landlords with a "Buy to Let" mortgage will have automatic permissions to let the Property.

The Owner/Landlord must ensure that their Building and Content Insurance Policies provide appropriate cover for residential letting to protect the Owner/Landlord and Tenant against any liability.

OCB hereby provides notice that should an Owner/Landlord fail to disclose correct Owner/Landlord information or obtain any necessary permission to let the Property, any losses incurred by OCB or a Tenant(s) will be the responsibility of the Owner/Landlord failing to disclose material facts.

## **27. Renewals & Extensions**

In case of a renewal to the existing Tenant(s) a new Tenancy Agreement will be drawn up and which a charge of £150 plus VAT will apply to the Owner/Landlord. We will seek further instructions with regards to any renewal by email, telephone or post. If you are uncontactable and renewal is at the same rental price or higher, we will proceed with the renewal on your behalf. Although our documents are constantly reviewed and updated by our legal advisors, OCB must point out we are not Solicitors and the Owner/Landlord should consult with their own legal adviser if the Owner/Landlord requires further information about their rights and obligations as an Owner/Landlord.

## **28. Overseas Landlord Finance Act 1995**

Where an Owner/Landlord may be considered non-resident for tax purposes he/she has to pay United Kingdom income tax on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from the Inland Revenue specifically permitted OCB to pay rental monies to the Owner/Landlord without deduction of tax, OCB is obliged by Law to deduct tax at the appropriate rate and as directed by HM Treasury from time to time all monies received and accounts to the Inland Revenue for these monies on a quarterly basis.

An Owner/Landlord is responsible for obtaining their own "Exemption Certificate" and should note that any such Exemption Certificate is received is non-transferable. It should also be noted that no interest is payable to the Owner/Landlord on tax retentions made by OCB. Where an Owner/Landlord has not provided OCB with an Exemption Certificate from the Inland Revenue then a Charge of £50 plus VAT will be made for preparing the Annual Returns and final Certificates. OCB is required by law to consider any individual Owner/Landlord who they believe or have reason to believe is living outside the UK as non-resident and make these deductions. Whilst we will always inform any Owner/Landlord of our decision, such a decision must be final and OCB accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations.

Please note that where an Owner/Landlord is collecting rent directly and is non-resident for Tax purposes then the Tenant(s) become liable for the collection of Tax due and OCB are obliged to advise him/her accordingly.

Please note that OCB is only able to provide a full management service for an overseas Owner/Landlord.

## **29. Property Redress Scheme**

It is a legal requirement for any Agent to be a registered member of a Government authorised Consumer Redress Scheme. The purpose is to give consumers of a Property Agent an escalated procedure if they are unhappy with how their complaint has been dealt with by an Agent.

OCB have chosen and been accepted for membership with the Property Redress Scheme (PRS), an authorised scheme for Property Professionals, providing added peace of mind to Landlords/Owners and Tenants.

PRS Membership Number: PRS011541

Website: [www.theprs.co.uk](http://www.theprs.co.uk)

In the event that the PRS award sums to the Tenant(s) by way of compensation due to failure of the Landlord/Owner's obligations, the Landlord/Owner is bound to make payment of such, to be described from the next available rental payment and paid over in terms set out by the PRS.

## **30. Residential Landlords Association**

OCB are Corporate Member of the Residential Landlord Association, a trusted association providing support, compliance, help and advice to Landlords and the Industry.

Our RLA Corporate Membership Number: 193966/C

Website: [www.rla.org.uk](http://www.rla.org.uk)

## **31. Electronic Documentation**

Contracts which have been signed electronically (whether by email or Adobe Sign or such other application) are binding and admissible in evidence. We may ask you or any prospective Tenant(s) to sign documentation electronically.

## **32. Complaints Procedure**

In the unlikely event that you feel the need to make a complaint about a member of the OCB Team, one of our products or services, then please follow our complaints procedure.

- 32.1 Put your complaint in writing via email or post to our Operations Director, Leighton McMyllor: email: [leighton.mcmyllor@oconnorbowden.co.uk](mailto:leighton.mcmyllor@oconnorbowden.co.uk).

The Operations Director and who is responsible for the overall management of the Team will deal with the complaint initially.

- 32.2 Your complaint will be acknowledged within 3 working days.

- 32.3 Your complaint will be fully investigated and a detailed written response will be made. If you are not satisfied with the outcome of our initial investigation, your complaint will be reviewed by Alison O'Connor, Managing Director and who can be contacted via email at [alison.oconnor@oconnorbowden.co.uk](mailto:alison.oconnor@oconnorbowden.co.uk) or by post to Ground Floor, Oxid House, 78 Newton Street, Manchester, M1 1AL. A detailed response will be given, which will include our final viewpoint.

## **33. Smoke & Carbon Monoxide Alarms**

It is a legal requirement to let your property with appropriate smoke alarms and a carbon monoxide alarm installed at the Property. A Tenancy cannot be legally provided without an appropriate level of equipment. Battery operated devices are permitted and acceptable.

OCB recommend smoke alarms are fitted to the ceiling of all hallways or if open-plan accommodation, all main living room areas. We also recommend Carbon Monoxide Alarms are installed in rooms where there are boilers, gas appliances and main thoroughfares and living rooms.

As part of our continuing service, without liability, we will assist the Owner/Landlord to manage this process by arranging for appropriate equipment to be installed at the Property at the Owner/Landlord's expense, where instructed.

## **34. General Terms & Conditions**

### **34.1 Sale of Property to a Tenant or Former Tenant**

In the event at any time any Tenant or former Tenant, occupant or other connected body or party introduced by OCB, entering into an Agreement with the Owner/Landlord of the Property to purchase the Property, a commission of 1.5% plus VAT of the final agreed purchase price becomes payable by the Owner/Landlord to OCB when Contracts for the sale of the Property are exchanged or the Contract for Sale is completed, whichever is the sooner.

### **34.2 Sale or Transfer of the Property by the Owner/Landlord**

Where a Property occupied by a Tenant(s) first introduced by OCB is sold transferred or otherwise deal with, OCB's Letting Fees and all other fees remain the responsibility of the original Owner for the duration of the Tenancy and any renewal or extension therefore, irrespective of whether the negotiations were carried out by OCB. Owners are advised in such circumstances to arrange through their Solicitors for the prospective purchaser to enter into an Agreement with OCB in respect of all fees due.

### **34.3 Termination and cancellation of this Agreement**

This Agreement is a rolling appointment that can be terminated by either party with a "Notice to Cease", subject to three (3) months written notice. Wherever OCB and lets and manages the Property and thereafter the Owner/Landlord, for reasons other than breach of the Agreement, serves, notice to expire this Agreement during the term of the let period, thereby terminating this Agreement, a Termination Fee is due to OCB and equal to the Letting and Management Fees confirmed in Clause 5.5 above.

### **34.4 Landlord Insurance**

It is highly recommended that the Owner/Landlord has Liability Insurance and protection and it is the responsibility of the Owner/Landlord to ensure Liability Insurance and protection on the Property in place. Additionally, it is recommended the fixtures, fittings, furnishings and contents are also insured as these items forming part of the Tenancy Agreement as these items, in the event of an incident, will require immediate replacement to avoid a breach of the Tenancy Agreement.

**PLEASE NOTE:** Tenants have a right to request a valid insurance policy for the Property and the items included within their Tenancy Agreement.

OCB are not insurance brokers, but we do work with companies and organisations specialising in insurance for rental or tenanted properties. We can on request refer you, appropriate organisations on the understanding that OCB give no warranties whatsoever as to the adequacy or suitability of any quotes or cover we may assist you in obtaining.

### **34.5 Void Periods**

34.5.1 During void periods, which OCB will make every effort to minimise void costs. OCB will continue to manage the Property during the period, free of charge but cannot be held liable for any loss and/or damage arising from fire, flood, theft or another cause.

34.5.2 Should the Owner/Landlord instruct so to do in writing, then we will arrange for a plumber or similar contractor to visit the Property and turn off/drain down the water, gas or other supplies at the Owner/Landlord's expense and to be switched on again before the commencement of a new Tenancy.

34.5.3 In the event of a void period for more than fourteen (14) days, it is recommended the Owner/Landlord advises the Property Insurance Company to establish and action continual terms of cover. OCB will assist with the Property Management reasonable actions to assist the Owner/Landlord to retain Insurance cover.

### **34.6 Communication**

OCB may and at the Owner/Landlords' expense, liaise with the Owner/Landlord's Accountants, Solicitors, Superior Landlords, Managing Agents, Mortgageors and Insurance Companies, as instructed to do so over matters relating to the letting of the Property and Tenancy within this Agreement.

### **34.7 Interest and Commission Earned**

Any commissions, interest or other income earned by OCB as a result of referrals to suppliers, contractors, inventory clerks, surveyors or agent whilst carrying out our duties as an Agent and/or management of the Property will be retained by OCB.

### **34.8 Outstanding Fees**

The Owner/Landlord agrees that where fees or other charges properly due to OCB remain outstanding for more than fourteen (14) days then any sums obtained or held on the Owner/Landlord's behalf, including rental payments on this or any other Property on which OCB is instructed, can be used to pay any outstanding sums.



#### 34.9 **Liability**

OCB will aim to carry out all their services with reasonable care and skill: however, we do not guarantee the suitability of Tenants, timely rental payments or vacant possession at the end of the term and cannot be held liable by the Owner/Landlord for such events. Similarly, OCB will take care in instructing any contractors, inventory clerks, surveyors and other suppliers by requesting references and insurance documents, where appropriate and as a due diligence process but cannot guarantee or be held liable for any work undertaken by them.

#### 34.10 **Legal Proceedings**

OCB is not responsible for any legal action for the recovery of rent and/or repossession of the Property. All costs and other charges relating thereto are the sole responsibility of the Owner/Landlord. Applications for market rent or appearances before any Court or Tribunal will be by arrangement only between the Owner/Landlord and the Agent.

We regret that OCB cannot accept service of any legal proceedings on the Owner/Landlord's behalf at its premises.

#### 34.11 **Indemnity**

34.11.1 The Owner/Landlord agrees to indemnify OCB as its Agent against any costs, expenses or liabilities whatsoever incurred or imposed on it provided that they were incurred on behalf of the Owner/Landlord in lawful pursuit of OCB duties.

34.11.2 In the event OCB being unable to contact the Owner/Landlord, despite having made reasonable efforts so to do, then the Owner/Landlord undertakes to indemnify OCB against any costs or fees involved in carrying out reasonable actions on the Owner/Landlord, the Property or compliance with mandatory legislation.

34.11.3 Should there be an event or incident, which is considered by OCB to be a Health & Safety issue, a serious breach of legislation, a breach of a Tenancy Agreement, a breach against an individual or Company's rights or similar, OCB will take immediate action so to protect the Owner/Landlord or itself, so far as possible, without regard to financial expenditure or by necessarily seeking authorisation from the Owner/Landlord. Any costs to manage the event or to pay third parties involved in assisting with or providing an immediate or emergency solution would be re-charged to the Owner/Landlord. Any such decision will be made by the Managing Director of OCB.

#### 34.12 **Amendments/Variations**

This Agreement represents the entire Agreement between Owner/Landlord and OCB and supersedes all prior Agreements, understandings, representations or other communications between the parties hereto. Apart from fees and costs, no amendment or variation to this Agreement will have any contractual effect unless agreed by both:

- (a) A Director of O'Connor Bowden Property Management (Manchester) Limited
- (b) The Owner/Landlord of the Property.

OCB reserves the right to change the schedule of fees and terms of business at any time. Any amendments will be issued in writing 28 days prior to the changes coming into effect. The Owner/Landlord reserves the right to terminate the Agreement in writing with immediate effect and without penalty where a dispute relating to the change of fees cannot be resolved prior to their coming into effect.

#### 34.13 **VAT**

All charges and fees made by OCB under the terms of this Agreement are subject to the addition of VAT at the current UK prevailing rate, currently at 20%.

#### 34.14 **Interest Charged**

Fees and other charges made by OCB become due and payable in accordance with the terms within this Agreement and on demand, OCB reserves the right to charge interest on any amount outstanding twenty-eight (28) days after such fees are first demanded. The rate of interest will be 2% per annum above Bank of Scotland base rate and chargeable from the date upon which the fee was due.

#### 34.15 **Signed Agreement and Implied Terms**

We politely request that once the Owner/Landlord has received this Terms of Business Agreement, the Agreement is signed and returned to OCB. In the event of OCB not receiving a signed copy of this Agreement within fourteen (14) days of issue or written communication to the contrary, OCB will consider the Agreement and its full content to be approved by the Owner/Landlord under implied terms (verbal instruction).

#### 34.16 **Declaration: Landlord/Owner's Safety Reports**

1/We the Owner/Landlord will take responsibility for arranging and/or instructing OCB to arrange for repeat safety Certificates in accordance with the regulations and/or legislation and remove the responsibility from OCB, for the following compliance Certificates. OCB will at the Owner/Landlord's instruction and cost, arrange for these Certificates on behalf of the Owner/Landlord:

Annual Gas Safe: Landlord Safety Certificate  
Electrical Systems & Equipment Report: NIC/EIC Certificate or similar  
Annual Portable Application Test (PAT)

Signed:

Signed:

Date:

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**Signed by or on behalf of the Owner/Landlord**

**34.17 Agreement**

I/We the Owner/Landlord hereby appoint OCB Property Management (Manchester) Limited trading as OCB as the Letting Agent and Property Management Agent mentioned in Clause 3 of this Agreement until further notice and in accordance with the terms and conditions as stated within this Agreement.

I/We the Owner/Landlord confirm we are the sole beneficiaries of this Property and we have provided Proof of Identification and Proof of Residency in accordance with Clause 19 of this Agreement.

I/We the Owner/Landlord agree to the payment and fees mentioned in Clause 5 above and Page 18 (below) of this Agreement.

**NOTE: IT IS IMPORTANT YOU READ AND UNDERSTAND THIS AGREEMENT INCLUDING, THE STANDARD TERMS, BEFORE YOU SIGN IT, IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH, PLEASE DISCUSS IT WITH ONE OF OUR REPRESENTATIVES OR SEEK YOUR OWN LEGAL ADVICE BEFORE SIGNING IT.**

Print Name:

Signed:

Date:

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Print Name:

Signed:

Date:

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Company Name (where applicable):

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**Signed by or on behalf of the Owner/Landlord**

Print Name:

Signed:

Date:

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**Signed by or on behalf of O'Connor Bowden Property Management (Manchester) Limited**

**Customer Cancellation Rights**

You have the right to cancel this Agreement within fourteen (14) days starting on the day of this Agreement and once a Right to Cancel is issued. The notice is deemed issued as soon as it is given, or in the case of email, from the date it is sent to you, the Owner/Landlord. Cancellation must be communicated in writing or by email.

**Works commencing prior to the expiry of the cancellation period**

If the Owner/Landlord agrees that work may start before the cancellation period expires, they should sign below to confirm this Agreement and that they understand if they decide to cancel within fourteen (14) days, reasonable payment may be due for costs incurred and/or work carried out prior to cancellation.

Print Name:

Signed:

Date:

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**Signed by or on behalf of the Owner/Landlord**

## Our Fees and Charges

<b>FULL LETTING SERVICE:</b>	<b>9% OF COLLECTED RENT *</b>
New Tenant Find (including marketing, advertising, Tenancy Agreement, New Tenant Documentation and Inventory)	£395
Tenancy Renewal	£150

**OR**

<b>FULL LETTING SERVICE:</b>	<b>11% OF COLLECTED RENT *</b>
New Tenant Find (including marketing, advertising, Tenancy Agreement, New Tenant Documentation, Inventory & Rental & Legal Protection Insurance)	£450
Tenancy Renewal	£250

<b>LET ONLY SERVICE:</b>	
New Tenant Find (including marketing, advertising, Tenancy Agreement, New Tenant Documentation and Inventory)	£35 per Applicant
Tenancy Renewal	£250

<b>OPTIONAL ADDITIONAL SERVICES:</b>	
Tenancy Referencing:	£35 per applicant
Snagging Report:	£150
Key Cutting	£10 per key
Fobs for Development	£15-£35 per fob (dependant on Managing Agent's cost)
Gas Safety Certificate	£125
Electrical Safety Certificate	£160
EPC Charge	£105
Electrical Safety Test/PAC	£105
Service Charge/Ground Rent Payment	£95 per annum
Income/Expenditure Report	£95 per annum
Non-Resident Landlord Tax Administration Charge	£75 per quarter

The above will be charged plus VAT at the UK prevailing rate, currently 20%.

## About O'Connor Bowden Group of Companies:

### OCB Brand:

OCB is a marketing brand used by a group of privately-owned property- based companies providing a range of client services in Lettings, Corporate Lets, Property Management, Estate Agency, New Homes, Property Investment, Development, PRS / BTR Fund Management, Building Management, Maintenance and Furnishings.

### Company Details:

OCB is trading name for O'Connor Bowden Property Management (Manchester) Limited incorporated and registered in England and Wales under company registration number 9880255 and the registered office of which is: Ground Floor, Oxid House, 78 Newton Street, Manchester, M1 1AU. VAT No: 280 689 075.

OCB is a trading name granted for use by permission of OCB Limited, which at the time of this Agreement includes the following companies:

- OCB (Oxid House) Limited
- OCB (Transmission House) Limited
- OCB Property Management (Stockport) Limited
- Bowdens Property Company Limited
- OCB (Oxid House) Limited
- OCB (Transmission House) Limited

OCB Property Management (Manchester) Ltd reserve the right to instruct any of its associated companies operating under the OCB trading name and brand as a sub-agent or sub-contractor for its work, without prejudice to this Agreement.