

1. All references to the Landlord mean the Landlord, other joint Landlords, any Agent acting on behalf of the Landlord or Landlords, (including an Agent authorised to instruct Yellow Apricot to let the property) and any other person defined as an Agent by English Law.
2. All references to the Tenant mean the Tenant, other joint Tenants, any Agent acting on behalf of the Tenant or Tenants to let the property.
3. "Property" means all land, buildings, garages, air space or any other property described as such in the Landlord's Letting Agreement or the Inventory provided by (or carried out on behalf of) the Landlord.
4. The Landlord appoints Yellow Apricot International Limited (hereafter referred to as Yellow Apricot) to act as Agent to let the property to prospective Tenants. This means that the Landlord is liable to pay remuneration, in addition to any costs or charges agreed elsewhere in this Agreement, if Yellow Apricot succeeds in finding a suitable prospective Tenant willing to occupy the Landlord's property on the agreed terms.
5. The person representing Yellow Apricot will make the Landlord aware of the Lettings Services being offered together with the costs and charges involved for each service. The services are Let only and Full Management. The Landlord will be able to choose the level of service which best meets his/her requirements and instruct Yellow Apricot on that basis.
6. Yellow Apricot will advertise for and find suitable Tenants, take up appropriate references and when satisfied that they are acceptable Tenants, notify the Landlord accordingly.
7. The Tenant's Deposit will be held in the Deposit Protection Service (DPS) and only released to the Tenant on agreement of both the Tenant and the Landlord.
8. The Tenancy Agreement will be an Assured Shorthold Tenancy for a minimum of 6 months.
9. If the Tenancy is renewed, Yellow Apricot will charge the Landlord a Fee of £50 (plus VAT) to renew the Tenancy.
10. If the Tenant decides to buy the property after being introduced to it by Yellow Apricot in his or her name or in the name of anybody associated to or with the Tenant, Yellow Apricot will be entitled to charge the Landlord commission at the rate of 1% +VAT on completion of the sale.
11. Yellow Apricot is authorised to arrange the erection of a "To Let Board" at or near the property. The Landlord confirms that all necessary consents have been obtained from any party (including an occupier) for the erection of such a board and that Yellow Apricot will not be liable for any damage to the brickwork or other fixings as a result of the erection of the board.
12. The Landlord warrants that he/she is in receipt of an Annual Gas Safety Certificate provided by a CORGI registered gas installer and a Electrical Safety inspection certificate provided by a NICEIC registered electrician. The Landlord understands that these certificates are required to be made available to prospective Tenants before commencement of the Tenancy and that it is a criminal offence not to have these in place. The Landlord exempts Yellow Apricot for any liability whatsoever for any action by Tenants for the Landlord's failure to supply or to have in existence such certificates. Yellow Apricot can arrange these certificates at cost to the Landlord.
13. The Landlord is aware that it is the Landlord's responsibility to ensure that all appliances left in the property have to be accompanied by instruction manuals and all furnishings have to comply with the current Fire Regulations. The Landlord exempts Yellow Apricot from any liability for the Landlord's failure to ensure that such instruction manuals are in the property and that all furnishings comply with current fire regulations.
14. The Landlord is aware that it is the Landlord's responsibility to provide the Tenant with an Energy Performance Certificate (EPC) for the property before the Tenancy commences and that Yellow Apricot will be exempted from liability in the event of the Landlord not having such an EPC in place. Yellow Apricot can arrange for such a certificate at cost to the Landlord.
15. The Landlord will provide a copy of the keys to the property, where possible, failing which a contact number for a reliable person to ensure that viewings can be arranged by Yellow Apricot to ensure that prospective Tenants can view the property prior to deciding whether or not the property is suitable for them.
16. If a copy of the keys to the property are not provided to Yellow Apricot by the Landlord, the Landlord guarantees that Yellow Apricot will be allowed access to the property at pre-arranged times together with potential tenants. If a Yellow Apricot representative accompanying prospective tenants cannot gain access to the property at a time pre-arranged with the Landlord, the Landlord guarantees to pay Yellow Apricot £50+Vat for each aborted visit and authorises Yellow Apricot to deduct this as commission along with the agreed commission. If the property is let through a source other than Yellow Apricot, the Landlord guarantees to pay Yellow Apricot its fees for aborted viewings within 7 days of a written demand for payment
17. The commission becomes due to Yellow Apricot on finding a suitable Tenant, unless it is found that the

Tenant is unsuitable due to unsatisfactory references. If the Landlord withdraws the property from the market, amends the instructions or the agreed rent, delays the date of commencement of the tenancy after a Holding Deposit has been taken from a potential Tenant sufficiently to warrant the potential tenant withdrawing from taking up the Tenancy or refuses to accept a suitable Tenant once Yellow Apricot has found a suitable Tenant, then Yellow Apricot will be entitled to charge the Landlord full commission in lieu of not letting the property to the Tenant in waiting.

18. If the prospective Tenant has been advised of a moving-in date and the Landlord changes this date without sufficient notice, if the Tenant has incurred any expenses such as removal costs, time off work, emergency hotel costs, storage costs or any other reasonable costs in anticipation of moving into the property on a particular date, then the Landlord authorises Yellow Apricot to make deductions from the first month's rent to compensate the Tenant for these costs on production of receipts from the Tenant for any such losses.
19. The Yellow Apricot Reward Discount Scheme (YARDS) is provided free of charge to all Landlords where Yellow Apricot has let a property or is managing a property on behalf of a Landlord. The scheme allows the Landlord to receive a 10% discount off of Yellow Apricot's other services whilst the Landlord is letting a property through Yellow Apricot. Discounts apply "per Landlord" and not "per property" or "per person". In case of discrepancy, it is Yellow Apricot's decision as to who is entitled to what discount that applies. The scheme is a voluntary scheme to provide extra voluntary discounts to the Landlord and is in no way whatsoever intended to be a contractual obligation or agreement. Consequently, discounts may be withdrawn or changed at any time without notice by Yellow Apricot without recourse or liability to any Landlord or third party whatsoever.
20. Any Landlord letting a property through Yellow Apricot may make use of Yellow Apricot's Litigation Department in order to recover monies owed by Tenants. You may still have to pay solicitors fees and court fees in addition to fees to Yellow Apricot but generally the total fees will be less than had you used a solicitor because Yellow Apricot will do most of the work for you at a lower cost. The Landlord agrees to exempt Yellow Apricot for liability in the case of the Landlord failing in his/her action against the problem Tenant or for any losses incurred as a result.
21. Yellow Apricot will collect the first month's deposit and the first month's rent from the Tenant. The deposit will be paid into the DPS and the first month's rent less any agreed deductions will be made from the first month's rent and the balance paid into the Landlord's nominated bank account (Let Only or Silver Service). The Landlord can ask Yellow Apricot to collect the monthly rent and to pay it into the Landlord's chosen bank account (Letting and Rent Collection – Gold Service) or provide full management (Platinum Service).
22. On the Full Management Service, any callouts £100 and under will automatically be instructed and deducted from the monthly rent received. Any work costing more than £100 will be cleared with the Landlord prior to calling out workers with an indication of cost and the work authorised only once the Landlord has agreed to the estimate. The Landlord acknowledges that an estimate is not an exact figure and the final figure may differ from the estimate. In any event, bills and invoices will be provided to the Landlord after completion of the works together with the monthly invoice and statement from Yellow Apricot.
22. On the full management service, the Landlord will receive a monthly statement showing rent received and any deductions. A Rent Statement for submission to the Inland Revenue will be automatically prepared at the end of each tax year and presented to the Landlord free of charge.
23. It is the Landlord's responsibility to let Yellow Apricot know if he/she has found Tenants to occupy the property whether himself or through other Agents. If Yellow Apricot is not advised of this and Yellow Apricot finds and qualifies suitable Tenants, if the Landlord agrees a moving-in date and the Tenants are unable to move in on that day and withdraw from letting the property or the Landlord withdraws the property from Let after suitable tenants have been found and referenced, the Landlord will pay full commission to Yellow Apricot in lieu of this aborted letting opportunity.
24. If the Landlord has not provided Yellow Apricot with keys to the property during the marketing period and Yellow Apricot brings prospective tenants to the property at pre-arranged times and the Landlord fails to allow access for any reason whatsoever, Yellow Apricot may charge an Aborted Visit Fee of £50 per aborted viewing or withdraw the property from marketing and charge the Landlord a Withdrawal Fee of £500. The Aborted Visit Fee or Withdrawal Fee, whichever is considered more appropriate by Yellow Apricot, is payable whether or not the property is subsequently let through Yellow Apricot and is payable within 7 days of a written demand.
25. Yellow Apricot may change or amend these terms of business from time to time without notice and without recourse or liability to any Landlord, Tenant or a third party. However, any references to fees and commissions agreed and in place on these terms of business shall remain in force until the current instruction ends.
26. These terms and conditions are supplementary to and should be read in conjunction with the Landlord's Letting Agreement and any subsequent changes on the Yellow Apricot website intended to form part of this agreement. The Landlord should only sign the Landlord's Letting Agreement after taking Independent Legal Advice where considered appropriate. Signing the Landlord's Letting Agreement will constitute agreement to the Yellow Apricot Terms of Business herein.