



Chancellors

**Premier Service**

**Terms and Conditions (Wales)**

# Terms and Conditions



## 1. Introduction

The Chancellors Premier Service is an additional service available only to those Landlords to whom Chancellors provide either a letting and rent collection or full management service.

These Terms and Conditions for the Premier Service (the “Premier Service”) apply in addition to our Terms and Conditions for lettings and rent collection and full management as set out in the letting instructions between Chancellors and the Landlord and should therefore be read in conjunction with those terms; definitions used in both are consistent.

As part of the Premier Service, Chancellors will guarantee certain aspects of their service in the event that a Contract-holder introduced by Chancellors defaults in the terms of their Occupation Contract with the Landlord as expressly described and subject to the limitations set out below in paragraph 3.

## 2. Premier Service

Chancellors will provide a Landlord who contracts for the Premier Service with the following services in addition to those services provided as part of Chancellors’ letting and rent collection or full management services.

### 2.1 Enhanced Applicant Assessment

More diligent enquiry into an applicant Contract-holder’s suitability and ability to fulfil the proposed Occupation Contract, involving:

- 2.1.1 an in-depth review of applicant Contract-holder profile by an experienced Chancellors manager;
- 2.1.2 greater use of consumer credit bureau data where, in Chancellors’ view, it is available and appropriate;
- 2.1.3 an applicant Contract-holder profile review made against Chancellors’ own “high risk” applicant criteria; and
- 2.1.4 a further applicant Contract-holder profile review and approval by a Chancellors director.

### 2.2 Enhanced Occupation Contract Management

Greater pro activity in management, problem solving, dispute resolution and access to expert legal advice and support services in respect of Contract-holders who are in dispute or default concerning a Occupation Contract, to include;

- 2.2.1 making continued weekly telephone calls to the Contract-holder’s home and place of work, even after legal process has commenced in order to see if any dispute or misunderstanding can be resolved;
- 2.2.2 producing documentation to commence litigation;
- 2.2.3 instructing Chancellors’ chosen solicitors and managing the legal process to judgment;
- 2.2.4 instructing Chancellors’ chosen solicitors and managing enforcement as appropriate including enforcement of both money orders (attachment of earning etc.) and possession orders (instructing bailiffs);
- 2.2.5 appointing Chancellors’ chosen tracing agents to locate absconded Contract-holders; and
- 2.2.6 managing any action involving a Contract-holder’s guarantor(s).

## 3. Guarantee

Subject to paragraphs 5, 6 and 7, in the event that (i) the Contract-holder is in breach of the Occupation Contract resulting in any of the matters referred to in paragraphs 3.1, 3.2 or 3.3 below occurring; and (ii) Chancellors’ failure to perform the enhanced applicant assessment and occupation contract management services as described in paragraph 2 above; and (iii) had Chancellors performed such services the Occupation Contract would not have been entered into and accordingly no such breach would have occurred and no loss would have been incurred by the Landlord, then in such circumstances Chancellors may in its absolute discretion agree to (but shall not be obliged to) compensate the Landlord by remedying the default as follows subject always to the Guarantee Limits set forth at 3.4 below:

### 3.1 Rent

Where the Contract-holder has failed to pay the Rent set out in the Occupation Contract (within 30 days of it falling due), then Chancellors will reimburse this to the Landlord for the remaining period of the then existing Occupation Contract subject to the limits in 3.4 below.

### 3.2 Legal Expenses

Where the Contract-holder has:

- 3.2.1 failed to pay the Rent due under the Occupation Contract;
- 3.2.2 failed to vacate the Dwelling in accordance with the Occupation Contract;
- 3.2.3 left the Dwelling in disrepair;
- 3.2.4 materially breached the terms of the Occupation Contract in a manner that is capable of legal redress; or
- 3.2.5 issued proceedings against the Landlord for a Dwelling or Occupation Contract related matter, Chancellors will manage and pay the related legal costs incurred on behalf of the Landlord in prosecuting or defending the proceedings in respect of the above provided that our appointed solicitors shall advise that it is reasonable and thereafter remains reasonable, to do so.

### 3.3 Alternative Accommodation

Where the Dwelling let to the Contract-holder is the Landlord's own home (that is, occupied by the Landlord as his sole or principal residence prior to the Occupation Contract commencing) which the Landlord wishes to reoccupy at the end of the Contract but is prevented from so doing because either:

- 3.3.1 the Contract-holder has failed to leave and give vacant possession; or
- 3.3.2 the Dwelling is unfit for the Landlord to reoccupy because of disrepair caused by the Contract-holder, Chancellors will pay the actual reasonable alternative accommodation costs incurred by the Landlord should the Landlord find himself homeless and without accommodation for his use in England or Wales, limited to an amount equal to 3 months' Rent – being the level of rent payable under the last completed Occupation Contract – of the Landlord's Dwelling.

### 3.4 Guarantee Limits

The compensation payable by Chancellors to the Landlord under this guarantee in respect of Rent, Legal Expenses or Alternative Accommodation (or at all) is limited in the following ways:

- 3.4.1 the maximum liability in respect of any one Contract shall be:
  - (a). up to £40,000 in respect of Rent indemnity payments;
  - (b). up to £60,000 in respect of Legal Expenses; and
  - (c). subject to an overall maximum aggregate liability of £100,000 as per sub clauses (a) and (b) and subject to clause 3.5 below.
- 3.4.2 where compensation for unpaid Rent is payable under clause 3.1, such compensation shall reduce to 75% of the Rent once vacant possession has been obtained. This reduced compensation will continue for a maximum of two months solely to assist with the reletting of the Dwelling following a valid Premier Service claim, provided that the Landlord makes the Dwelling immediately and exclusively available for reletting by Chancellors
- 3.4.3 in calculating any compensation due under this guarantee any deposit paid by the Contract-holder and held by Chancellors (whether as agent for the Landlord or as stakeholder) in respect of the Occupation Contract will be used by Chancellors to set against amounts due to the

Landlord before any sums which may be due under this guarantee

- 3.4.4 where a landlord withdraws a notice given under the Renting Homes (Wales) Act 2016 resulting in the Landlord being restricted under that Act from serving a further notice for six months then no rent will be paid for the period in which the Landlord is so restricted from serving a Notice.

### 3.5 Residential Property Tribunal Wales Rent Determination Cover

Where:

- (a). a Contract-holder refers a proposed rent increase to the Residential Property Tribunal Wales under applicable housing legislation;
- (b). the Tribunal determines that the proposed increase, or part of it, is justified and payable; and
- (c). the Contract-holder has continued to pay Rent at the previous level pending determination,

Chancellors may, at its absolute discretion, reimburse the Landlord for an amount limited to the difference between:

- (i). the Rent paid by the Contract-holder during the disputed period; and
- (ii). the Rent determined by the Tribunal,

for a maximum period of six months immediately preceding the Tribunal determination. Only claims made to the Residential Property Tribunal Wales, resulting in a determination for a rent increase is within the scope of this rent determination cover and is otherwise in accordance with these Terms and Conditions. Any payment under this clause shall form part of, and not be in addition to, the overall Guarantee Limits at clause 3.4.

## 4. Fees and Charges

The fee for the Premier Service shall be paid monthly by the Landlord and calculated as follows:

- For rental amounts of £1,749 or less per calendar month (as payable under the Occupation Contract), the fee shall be 4.5% of the monthly Rent plus VAT (5.4% inclusive of VAT).
- For rental amounts of £1,750 or more per calendar month (as payable under the Occupation Contract), the fee shall be 4% of the monthly Rent plus VAT (4.8% inclusive of VAT).

The fee will, where possible, be collected by deduction from the Rent remitted to the Landlord. The applicable fee band will be determined by the contractual monthly Rent at the start of the tenancy, subject to any rent reviews relating to the relevant tenancy.

Value Added Tax at the prevailing rate will be charged in addition to the fee.

## 5. Discretion

Chancellors will also have absolute discretion in;

- the selection and appointment of any solicitors, bailiffs and other agents engaged under the Premier Service.
- deciding whether to continue to offer the Premier Service beyond the original Occupation Contract end date if the Contract-holder is or has been in default of the terms of the Occupation Contract, but the Landlord wishes to extend the Occupation Contract or otherwise allow the Contract-holder to remain in occupation.

## 6. Conditions

- 6.1 It is a term of the Premier Service that Chancellors shall not be liable in respect of any obligation under it (including the guarantee) unless and only to the extent that the Landlord

has fully complied with the terms and conditions of the Occupation Contract and any other agreement whatsoever made in respect of the Occupation Contract (including the terms and conditions for lettings and rent collection and full management as set out in the letting instructions between Chancellors and the Landlord and the terms of this Premier Service contained in this form)

- 6.2 Chancellors or the Landlord may cancel the Premier Service at any time by sending 30 days written notice to each other. The Landlord may not give such notice to terminate this agreement during the first 30 days of any letting of the Landlord's dwelling. In the event that the Landlord gives such notice to cancel the Premier Service then Chancellors will have no further obligation in respect of the guarantee set out in clause 3 in respect of any events or matters whether or not they occurred before or after the cancellation of the Premier Service.
- 6.3 The Landlord shall notify Chancellors immediately (in writing) of any circumstance which might reasonably lead to Chancellors being potentially responsible for making a guarantee payment under the terms of paragraph 3.
- 6.4 When presenting a claim the Landlord must give Chancellors full written details of the incident and provide such proof, supporting evidence and other information as Chancellors may reasonably request. In the event of a dilapidation claim, the Landlord must provide a full quantified and supported claim no later than 30 days from the date the claim first arose or, if later, the date the Landlord became aware of the circumstances giving rise to the claim.
- 6.5 The Landlord will not interfere with or prejudice Chancellors' Rent Arrears procedures.
- 6.6 Chancellors shall make payment under this service in respect of legal expenses provided that there are, in Chancellors' view, reasonable prospects for the recovery of damages or other remedy or for a successful Landlord defence (as the case may be). Chancellors may discontinue the payment of legal expenses to the Landlord if during the course of any claim Chancellors considers that such prospects of success no longer exist. If Chancellors either refuses to accept or discontinues a claim it shall inform the Landlord the reasons for so doing.
- 6.7 The Landlord agrees to co-operate fully with Chancellors and the appointed solicitor on all matters arising out of or in connection with any incident relating to this Premier Service. The Landlord agrees that Leaders may serve any relevant Notice on behalf of the Landlord as they consider appropriate to obtain possession at the earliest time and / or remedy any breach by the Contract Holder. Further, the Landlord agrees that the appointed solicitor may act in the name of and on behalf of the Landlord. Chancellors reserves the right to investigate the circumstances of any incident giving rise to a requirement for Chancellors to make payment under this service and to attempt to obtain settlement of any matter prior to litigation.
- 6.8 Control and direction of any litigation conducted in connection with the Premier Service shall rest solely with Chancellors. The Landlord's legal expenses will only be covered provided these are incurred with Chancellors' appointed solicitors; expert witness costs will only be covered provided Chancellors has given prior written

approval to their appointment. The Landlord must inform Chancellors immediately in writing of any offer or payment into court made with a view to settling a claim. No agreement to settle a claim relating to a Contract-holder may be made without the appointed solicitor's approval. If an offer or payment into court is not accepted by the Landlord but the amount thereof is equal to or in excess of the total amount eventually recovered by him then Chancellors shall have no liability in respect of any further legal costs and expenses unless upon being notified of the offer or payment into court Chancellors agrees to the continuation of any proceedings. If the outcome of any proceedings is not in the Landlord's favour then no appeal or further proceedings will be covered by the Premier Service unless agreed to in writing in advance by Chancellors and at whose sole discretion agreement rests.

- 6.9 If a Landlord shall make any statement recklessly or knowing this statement to be false or fraudulent in any way then the Landlord shall forfeit the right to any payment by Chancellors under this Premier Service and repay any payments already made by Chancellors. All accounts for arrears of rental income, legal expenses or alternative accommodation expenses must be submitted to Chancellors monthly. Chancellors shall be entitled to recover any Value Added Tax.
- 6.10 The Landlord shall at Chancellors' request and expense take every available step to recover from third parties legal costs and expenses and other liquidated costs paid by Chancellors under this Premier Service and all recoveries from the deposit must be paid to Chancellors. Chancellors has the right in the first instance to all recoveries made resulting from actions taken and payment made pursuant to this Premier Service; Chancellors may utilise such recoveries in part or in whole. Recoveries shall include any balance of the Contract-holder's deposit remaining after settlement of a valid dilapidation claim. If the Landlord becomes or is deemed to become insolvent during the course of any claim or legal proceedings to which has given support under this Premier Service then Chancellors reserves the right to withdraw that support immediately and thereafter, none of the benefits to which the Landlord would otherwise be entitled to pursuant to the Premier Service shall continue.
- 6.11 In the event of a payment of compensation by Chancellors to the Landlord under clause 3.1, limited as set out in 3.4.2, it is a condition that the Landlord must accept a new Occupation Contract of the Dwelling at a rent equivalent to at least 85% of the monthly Rent payable under the last Occupation Contract.

## 7. Exclusions

Chancellors shall not be liable to make any payment under this Premier Service in respect of rental income arrears, legal expenses, alternative accommodation expenses or whatever:

- 7.1 where a Landlord:
- 7.1.1 has failed to comply with his own contractual and statutory obligations;
- 7.1.2 has agreed or waived in whole or in part to any breaches of Contract-holder's covenants under the terms of the Occupation Contract;

- 7.1.3 has commenced negotiations with a Contract-holder for the purchase of the Dwelling whether or not such purchase is completed;
- 7.2 In respect of or arising from or related to:
  - 7.2.1 any incident reported to Chancellors more than two calendar months after the date that it first became or should have become known to the Landlord;
  - 7.2.2 fees, costs and disbursements incurred without the prior written agreement of Chancellors;
  - 7.2.3 any dispute between Chancellors and a Landlord
  - 7.2.4 rent registration reviews, lease holding franchisement or any matter which in the first instance falls within the jurisdiction of the Rent Rates or Land Tribunals or Rent Officers;
  - 7.2.5 disputes of whatever nature with persons other than the Contract-holder of the Dwelling or a person in actual unauthorised occupation;
  - 7.2.6 the compulsory purchase, confiscation, nationalisation, requisition, destruction or restriction or control placed on or damage to any Dwelling or the actual planned or proposed construction, closure, adaptation or repair of roads or bridges or the actual planned proposed construction, demolition or adaptation of buildings, housing or other works by or under the order of any intergovernmental, governmental, public or local authority;
  - 7.2.7 mining, subsidence, or heave;
  - 7.2.8 ionising, radiations or contamination by radioactivity from any eradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic exposure or other hazardous properties of any exposure to nuclear energy or nuclear component thereof;
  - 7.2.9 events which are a consequence of war, invasion, act of foreign enemy, terrorism, hostilities (whether war was declared or not) civil wars, rebellion, revolution, insurrection or military or usurped power, strikes, lockouts, all worker occupations;
  - 7.2.9b Epidemic or Pandemic. We do not pay any events which are a consequence of an Epidemic or Pandemic declared by the World Health Organization (WHO);
  - 7.2.10 any liability whatsoever for further liquidated costs following a re-letting of the Dwelling;
  - 7.2.11 any service charges relating to the Dwelling;
  - 7.2.12 any liability arising from the supply of electricity, gas, water, other utilities and telephone services unless the respective public utility has been instructed of the change of occupancy to a Contract-holder;
  - 7.2.13 liability arising in the common law full mesne profit;
  - 7.2.14 the Landlord's personal or incidental expenses shall not be an allowable deduction from deposit monies held where this prejudices Chancellors' position in recovery of rental income arrears or dilapidations;
  - 7.2.15 disputes in respect of dilapidations not exceeding £500 in excess of the deposit held by Chancellors on behalf of the Landlord to whom the Premier Service applies;
  - 7.2.16 any harassment of a Contract-holder;
  - 7.2.17 the defence of the Landlord in civil proceedings due to a) bodily injury, illness, disease or death, b) loss, destruction or damage of or to the Dwelling, c) alleged breach of any professional duty, d) any tortious liability;
- 7.2.18 fines or other penalties imposed by a Court;
- 7.2.19 any defect in the condition of the Dwelling which pre-exists the date of this agreement or any gradually operating cause which pre-exists any letting of the Dwelling.
- 7.2.20 any defect in a Landlord's title to any part of the Dwelling;
- 7.3 where the Landlord:
  - 7.3.1 pursues or defends a case without Chancellors' prior written consent or contrary to the manner advised by Chancellors' or their appointed solicitor, fails to give complete proper and timely instruction when required by the appointed solicitor or counsel;
  - 7.3.2 fails to give proper instruction when required by the appointed solicitor or counsel;
  - 7.3.3 is responsible for delay which in the reasonable opinion of Chancellors is prejudicial to the prospects of success;
  - 7.3.4 fails to take all reasonable steps to avoid or prevent claims or legal proceedings;
  - 7.3.5 fails to maintain in full force and effect during the Occupation Contract buildings insurance on the Dwelling covering the standard range of perils;
  - 7.3.6 fails to pay instalments in respect of a mortgage on the Dwelling except where such failure to pay instalments occurred after the Contract-holder first failed to pay the rental income due to the Landlord;
  - 7.3.7 instructs a solicitor other than Chancellors' appointed solicitor.
- 7.4 Dwelling Maintenance and Compliance
  - 7.4.1 It is a condition of the Premier Service that the Landlord must ensure the Dwelling is maintained throughout the Contract in a safe, habitable and legally compliant condition and that all statutory obligations relating to the Dwelling are met. This includes, but is not limited to, complying with all repairing obligations, addressing reported maintenance issues within a reasonable timeframe, and ensuring that all required safety certificates, licences and prescribed documentation remain valid and in place. Chancellors shall not be liable to make any payment under the Premier Service to the extent that any failure by the Landlord to maintain the Dwelling or comply with such obligations has contributed to the claim, legal proceedings, delay in possession, or increased costs.

## 8. Limitation of Liability

- 8.1 Paragraph 3 sets out the full extent of Chancellors' liability to the Client under or in connection with the Premier Service.
- 8.2 Nothing in this agreement restricts Chancellors liability for:
  - 8.2.1 death or personal injury; or
  - 8.2.2 fraud or fraudulent misrepresentation.
- 8.3 This agreement is made between Chancellors and the Landlord. It is agreed that as regards the Premier Service provided to the Landlord by Chancellors, that neither Chancellors' directors or employees shall be in any way personally liable for the provision of this Premier Service or owe any duty of care to the Landlord in respect of the provision of the Premier Service.

## 9. General

These terms and conditions shall be governed by the Laws of England & Wales and both Chancellors and the Landlord submit to the exclusive jurisdiction of the Courts of England & Wales.

This Agreement is made exclusively between Chancellors and the Landlord and no third party shall be entitled to any interest in this Agreement or be entitled to enforce the terms of the same be it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**I confirm I have read, understood and accept the Premier Service Terms and Conditions.**

**Print Name:**

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**Signature:**

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**Date:**

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We are local specialists experienced in caring for all types of rented dwellings, from studio flats and luxury apartments, to family homes and company rentals.



[chancellors.co.uk](https://chancellors.co.uk)

Registered address: Building 1  
Meadows Business Park, Blackwater,  
Camberley, GU17 9AB

Chancellors is a member of Propertymark (which includes their Client Money Protection Scheme) and is one of the UK's leading estate and lettings agencies, with a proud history dating back to 1807. Chancellors has over 40 interconnected branches across Southern England and Mid Wales and has built our reputation on expert local knowledge, exceptional service and an unwavering commitment to our customers. Membership of ARLA and the Property Redress Scheme gives landlords and tenants complete peace of mind.

