

## Notices and Tenancy Warranty

### Cover & Conditions

<b>1.1 Property Address:</b>	
<b>1.2 The Landlord or Landlord's Agent:</b>	
<b>1.3 Tenant</b>	
<b>1.4 Excess</b>	
<b>1.5 Effective Date</b>	
<b>1.6 Warranty Provider</b>	Agent Assist
<b>1.7 Warranty Number</b>	

### Conditions and acceptance of the Notices & Tenancy Warranty

We will indemnify the Agent or Landlord named within this warranty up to the maximum liability under this warranty

subject to the terms, conditions and exclusions of this warranty against the costs, fees and expenses which would otherwise be incurred in the event that one or more of the following notices needs to be served upon the tenant or anyone in the property without the warranty holder's permission, or in the event that the tenant or anyone in the property without the warranty holder's permission, needs to be evicted from the property in accordance with:-

- Section 8 of the Housing Act 1988
- Section 21 of the Housing Act 1988
- Section 13 of the Housing Act 1988
- Section 48 Landlord & Tenant Act 1987
  
- Section 18 Housing (Scotland) Act 1988
- Section 33 Housing (Scotland) Act 1988
- Section 24 Housing (Scotland) Act 1988

This is a claims based warranty, it only covers claims made to us within the permitted timeframe and only five claims are permitted for the Notice Warranty and one claim is permitted for the Tenancy Warranty.

## What is covered?

1.	Initial advice pertaining to the claim
2.	The preparation, creation and service of an appropriate notice as listed above
3.	The provision of a certificate of service if required
4.	The instruction of a firm of solicitors regulated by the Solicitors Regulation Authority to prepare and draft a possession claim
5.	Preparation and creation of witness statements and supporting documentation, as appropriate, to assist the claim
6.	Attending to the solicitor's fee relating to the initial hearing
7.	The submission of a possession claim and any supporting documentation to the County Court
8.	Court Fee for the first hearing in accordance with County Court Fees
9.	Attendance at the first hearing by a suitably qualified advocate
10.	Drafting and filing of a warrant of possession where required. Attending to the warrant fee where required
11.	Email and Telephone support throughout the court process and notification of both the hearing date and result within 48 hours of the hearing taking place
12.	Term of the Tenancy

## What is not covered?

1.	The warranty does not cover any claims or expenses which can be recovered under any other warranty or insurance except beyond the amount which would be payable under such warranty or insurance had this warranty not been effected
2.	The tenancy agreement having been granted without first obtaining any requisite consent or license
3.	Claims arising from deliberate act, omission or misrepresentation
4.	Claims where the tenant is not aged 18 or over
5.	Where the landlord or agent failed to ensure that the Gas Safety certificate, EPC and other statutory obligations had been complied with
6.	Claims relating to tenancies which are not Assured Shorthold Tenancies or Short Assured Tenancies
7	Any second or subsequent Court Hearing where the services of a Solicitor or Barrister are deemed to be required
8.	Claims if the landlord or their agent has allowed the tenant to take possession of the property prior to: <ul style="list-style-type: none"><li>a. the tenancy having been signed by all parties.</li><li>b. the first months rent having been paid in cash or cleared funds.</li><li>c. the dilapidations inventory having been signed by all parties.</li><li>d. the deposit (if taken) having been administered in accordance with 2004 Housing Act or Tenancy Deposit Scheme (Scotland) 2011.</li><li>e. a satisfactory tenant reference having not been obtained.</li></ul>
9.	Any claim where the landlord or agent or tenant or guarantor gave false or misleading information when they applied for the tenant reference
10.	Claims where the agent fails to provide evidence relating to a tenant reference

# Conditions of this Notices & Tenancy Warranty

## Alteration of Risk

The landlord or agent shall notify us immediately of any alteration in risk which materially affects this warranty.

## The warranty holder must:

Cooperate with us and promptly reply to correspondence, heed our advice and/or any appointed solicitor, attend any court hearing where requested by us, not breach any conditions of the tenancy, cooperate with us or our nominated third party in order to attempt to recover the costs from a third party.

## Prospects of success

The warranty provider shall accept a claim if it is covered under the warranty and if it offers reasonable prospects of success. The warranty provider may discontinue any claim at the outset or during the course of a claim where it is considered that such prospects no longer exist. The decision of the warranty provider shall be final.

## Observance

Our liability to undertake the eviction of the tenant will be conditional on the landlord or their managing agent complying with the terms and conditions of this warranty. The warranty holder must not do or omit to do anything which in the reasonable opinion of the Warranty provider may prejudice the position and in particular the warranty holder must not negotiate with the tenants.

## Inventory

The landlord or their managing agent will undertake a photographic and written inventory at the property to demonstrate that there are no issues of disrepair. The inventory is to be signed by the tenant and any guarantor.

## Arbitration

In the event of a dispute between us and the warranty holder which is not resolved under the terms of this warranty either side may refer the matter to the arbitration of an independent arbitrator who will be a solicitor or barrister or member of the chartered institute of arbitrators to be agreed by all parties. In the event of an appointment not being agreed the parties agree that the president of the Chartered Institute of Arbitrators appointing an arbitrator whose decision shall be final.

## Claims

- a. To make a claim against this warranty firstly read the contents of this warranty to ensure that the claim is covered. You can contact us for advice on 08707 662288 during normal office hours or email [claims@agentassist.co.uk](mailto:claims@agentassist.co.uk).
- b. The landlord or their managing agent must inform us within 14 days about any matter which could result in a claim being made.
- c. If after receiving a claim or during the course of a claim we consider that:
  1. Your claim is not covered under the terms of this eviction warranty

2. Insufficient evidence is provided by the landlord or their managing agent to support the claim

We will write to the landlord or managing agent giving reason and we will not then be bound to pay for part or the entirety of the claim.

- d. Conduct of Claim.  
The landlord or managing agent shall at all times cooperate with us and give us any evidence, documents or information of all material developments upon request and at their own expense.
- e. We shall have direct access at all times to any information, forms, reports, copy documents, advice, accounts and correspondence relating to the matter whether or not privileged.
- f. We shall not be bound by any promise or undertaking given by the landlord or managing agent in respect of this warranty.

## Fraud

We have the right to refuse to pay any claim either in part or in whole or to void this warranty if the landlord or their agent make a claim which in any way may be deemed to be false or fraudulent or if the landlord or agent provide false or misleading information when applying this warranty or during the referencing of any prospective tenant and or guarantor.

## Reasonable Care

The landlord or their managing agent must take all reasonable steps to prevent incidents that may give rise to a claim and to minimize the amount incurred by us.

## Cancellation

We hope that you are happy with our warranty. If however, after reading the terms of this warranty it does not meet your requirements, please return it to the source of purchase within 14 days and you will receive a refund. We may at any time cancel the warranty by sending written notice to the landlord or their managing agent at their last known address.

## Contracts (Rights of third parties) Act 1999

Unless expressly stated nothing within this warranty will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties named within this warranty.

## Data Protection Act

The data supplied by the landlord or managing agent will only be used for the purposes of processing the warranty including acceptance, administration and handling any claim which may arise. It is important that any data that we hold is kept up to date. You should therefore advise us of any changes. You are, in accordance with legislation, entitled to inspect the data that we hold about you and such requests will be subject to a fee. If you wish to make such an inspection then you should contact us at Agent Assist, 15 Guildhall Street, Folkestone, Kent CT20 1EA.

We will respond to enquiries by the Police regarding this warranty in the normal course of their investigations. Please be advised that subject to legislative guidelines we may release details held to solicitors, insurance companies, police and the like for the purposes of fraud prevention and detection purposes.

### **Acts of Parliament**

Any reference to an Act of Parliament within this warranty shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the United Kingdom.

### **References**

The landlord or their managing agent must obtain a satisfactory tenant reference or the acceptance of the tenant by us or an approved nominated referencing firm prior to granting a tenancy. In addition the landlord or managing agent will hold both a photographic proof of identification and a proof of address.

### **This Notices & Tenancy Warranty has been prepared and arranged by:**

Agent Assist  
15 Guildhall Street,  
Folkestone,  
Kent  
CT20 1EA

T: 01303 242231

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

Agent Assist is a trading name of Landlord Assist Limited  
Registered in England, registered office of 141 Canterbury  
Road, Westbrook Kent CT9 5BD.

### **Customer Complaints**

We are proud of our notices and tenancy warranty and the efficient and professional service that we provide to our Clients. If you ever feel that our service has fallen below the high level of service you have come to expect from Agent Assist then please contact us at [complaints@agentassist.co.uk](mailto:complaints@agentassist.co.uk). All complaints will be acknowledged and investigated. Please also be advised that making a complaint will not prejudice your rights to elevate the complaint and take further legal action.

### **Disclaimer**

Please be advised that this is a warranty product and not an insurance product. We do not provide any advice as to whether this warranty is suitable for you and accordingly would urge you to always seek independent financial and / or legal advice regarding any such matters.

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# Warranty Definitions

## **Warranty Holder**

The individual or Company entitled to the reversion immediately expectant upon the term granted by the tenancy agreement referred to in the warranty.

## **Inventory**

A list of contents within the property together with a report on the general condition of the property that should be signed by the tenants and guarantor at the commencement of the tenancy.

## **The Appointed Solicitor**

The solicitor appointed to draft and submit the claim for possession.

## **Legal Expenses and Costs**

The appointed solicitors reasonable and proper legal fees and disbursements.

## **Deposit**

The sum paid to the landlord or letting agent under the terms of the tenancy agreement for the purpose of providing an indemnity or partial indemnity against non payment of rent.

## **Guarantor**

The individual or company shown on the tenancy agreement that agree to provide a financial guarantee of the tenants performance of their obligations under the tenancy agreement.

## **Landlord**

Owner of the property.

## **Legal Proceedings**

When formal legal proceedings are issued against someone in a Court of Law.

## **Letting Agent/Managing Agent**

The organization with whom the landlord entered into an agreement to let and or manage the property on behalf of the landlord.

## **Period of Warranty**

The duration of the tenancy.

## **Property**

The property named and covered by the terms of this warranty.

## **Rent**

The amount due for each rental period under the terms of the tenancy.

## **Rent Arrears**

Money owed to the landlord or their managing agent under the terms of a valid tenancy agreement

## **Tenancy Agreement**

A tenancy agreement made in writing made between the landlord and the tenant which is an Assured Shorthold Tenancy within the meaning of the 1988 Housing Act as amended 1996 or a Short Assured Tenancy as defined in the Housing (Scotland) Act 1988 or any re-enactments thereof or a Tenancy Agreement in which the tenant is a company registered at Companies House.

The agreement must not be a tenancy where the agreement relates to commercial premises.

## **Tenant Reference**

A credit and status check against the tenant and any guarantor obtained from an approved tenant referencing firm.

## **Territorial Limits:**

The warranty is available to tenancies created for property situated in the United Kingdom.

## **Tenants**

The individual(s) named on the tenancy and entitled to possession of the property for the duration of the tenancy.

## **Applicable Law**

Where the property is situate in England or Wales the law applicable to this warranty shall be English Law and the parties hereto submit to the jurisdiction of the English Courts. Where the property is situated in Scotland the law applicable to this warranty shall be Scottish Law and the parties hereto submit to the jurisdiction of the Scottish Courts. Where the property is situated in Northern Ireland the law applicable to this warranty shall be Law in Northern Ireland and the parties hereto submit to the jurisdiction of the Northern Ireland Courts.

## **We, Us, Our**

Agent Assist