RESIDENTIAL

BACKGROUND:

These Terms and C of Agent>> ("Agen agreement and to n Conditions form the before signing.

1. Definitions

1.1 In th

"Agency F

"Appointn

"Agreeme

"Commiss

"Common

"FFHH Act

"HHSRS R

"Introduct

"Letting C

RMS AND CONDITIONS (FULLY MANAGED)

rd terms for the provision of services by <<Name ne letting of a residential property on a tenancy ng the tenancy (fully managed). The Terms and tract with the Agent so please read them carefully

ons, unless the context otherwise requires, the e following meanings:

the Introduction Period and the Management

the form to be completed and signed by the rand the Agent in order to appoint the Agent as

s the contract in writing into which You and We ter. The Agreement will incorporate, and be t to, these Terms and Conditions:

s the sum of the Letting Commission (or as the nay be the Renewal Commission) and the gement Commission, which is to be paid ly in advance, subject to the provisions below ling termination of the agency contract;

s the common/shared areas of the building in the Property forms part and which the Owner n estate or interest;

the Homes (Fitness for Human Habitation) Act

The Housing Health and Safety Rating System and) Regulations 2005 or (if the Property is in) The Housing Health and Safety Rating Systems) Regulations 2006;

s the period starting on the date this contract into force and ending when a tenancy ment is signed in relation to the Property;

S << >>% inclusive of VAT (<< >>% plus VAT)
Rent due in relation to the Property for the first
of a tenancy agreement **OR**enancy agreement has a fixed term of less than
of the Rent due for the whole term of the
cy agreement);

1

"Managen Commissi "Managen "Model Ca Form" "Owner" "Property "Redress "Renewal "Rent" "Security "Services "We/Us/O "You/Your 1.2 Each expre mess 1.3 Each or pr 1.4 Each

s << >>% inclusive of VAT (<< >>% plus of the Rent due in relation to the Property for the ear of a tenancy agreement **OR** tenancy agreement has a fixed term of less than s, << >>% inclusive of VAT (<< >>% plus of the Rent due for the whole term of the cy agreement);

ample calculation>>]

s the period starting when a tenancy agreement led in relation to the Property and ending when intract is terminated:

s the model cancellation form attached to the ntment Form;

s the owner of the Property;

s the property identified in the Appointment

s the Redress Schemes for Lettings Agency and Property Management Work (Requirement ong to a Scheme etc) (England) Order 2014

s << >>% inclusive of VAT (<< >>% plus VAT)
Rent due in relation to the Property for the year
encing on the expiry of a tenancy agreement,
the replacement tenancy agreement has a fixed
of less than a year, << >>% inclusive of VAT
>>% plus VAT) of the Rent due for the whole
of the replacement tenancy agreement);

ample calculation>>]

s the rent payable by a tenant of the Property a tenancy agreement;

s a security deposit received from a tenant in ct of possible breaches of the tenant's tions in the tenancy agreement.

s the Agents Duties as set out in Clause 5 of this ment;

s the Agent and includes all employees, agents, ub-contractors of the Agent;

s a consumer who is a customer of the Agent.

ms and Conditions to "writing", and any similar ic communications whether sent by e-mail, [text

provision of a statute is a reference to that statute enacted at the relevant time.

ns and Conditions" is a reference to these Terms

and (1.5 The h do no 1.6 Word 1.7 Refe 1.8 Refe corpo 2. Information 2.1 We a Limite 2.2 **[**We Name 2.3 [We Regis 2.4 **[**Our 2.5 **[**Our Office 2.6 **[**Our 2.7 [<<In 3. Communica 3.1 If Yo telep 3.2 In ce Claus writin 3.2.1 3.2.2 3.3 All no posta to ha 3.3.1 3.3.2 3.3.3

Schedules to them.

erms and Conditions are for convenience only and of these Terms and Conditions.

number will include the plural and vice versa.

include any other gender.

less the context otherwise requires, include

Type, e.g. Sole Trader, Partnership, LLP, Private

Insert Trading Name if Different from Company

try of Registration>> under number <<Company

Registered Office>>.1

s <<Insert Address if Different from Registered ce>>.1

VAT Number>>.]

s required>>.]

ls

questions or complaints, You may contact Us by >> or by email at <<Insert Email Address>>.

must contact Us in writing (as stated in various erms and Conditions). When contacting Us in ving methods:

<<Insert Email Address>>; or

d post at <<Insert Company Name>>, <<Insert

ent shall be in writing and sent to the most recent ided by the other party. Notices shall be deemed

on transmission, provided a return receipt is

registered mail, or other messenger, upon receipt ormal business hours; or

tional ordinary mail, on the fifth business day

4. Appointmen

- 4.1 The 6
- 4.2 Unles

5. The Agent's

- 5.1 The A
- 5.2 With
 - 5.2.1
 - 5.2.2
 - 5.2.3
 - 5.2.4
 - 5.2.5
 - 5.2.6

4.1 The Cartain to act as their agent in relation to the Property

rred to in Clause 5.

e Appointment Form, the Owner shall not during y other person as the Owner's agent.

operty for letting on an assured shorthold tenancy

ality of sub-Clause 5.1 above, the Agent shall:

he Property, including a written description, video hs. Once the particulars have been approved by t shall include them in its printed advertising n to its website.

on the Property's rental value.

wner and at the Owner's cost, arrange for an Certificate (EPC) to be prepared for the Property e Agent will be unable to market the Property available.

ective tenant is provided with a copy of the EPC Property.

vner, erect a "To Let" board outside the Property n the Town and Country Planning (Control of lations 2007.

ner, and at the Owner's cost, arrange for gas and s to be carried out before a tenancy commences :

ligations in the Gas Safety (Installation and Use) 98; and

Equipment (Safety) Regulations 1994 (for rchased before 08 December 2016) and the ment (Safety) Regulations 2016 (for appliances or after 08 December 2016); and

ligations in the Electrical Safety Standards in the Sector (England) Regulations 2020; and

prospective tenant is provided with copies of the ty report and electrical testing reports for fixed and appliance testing before they occupy the

r's continuing obligations in the Electrical Safety te Rented Sector (England) Regulations 2020 as er (and at the cost of the Owner) and:

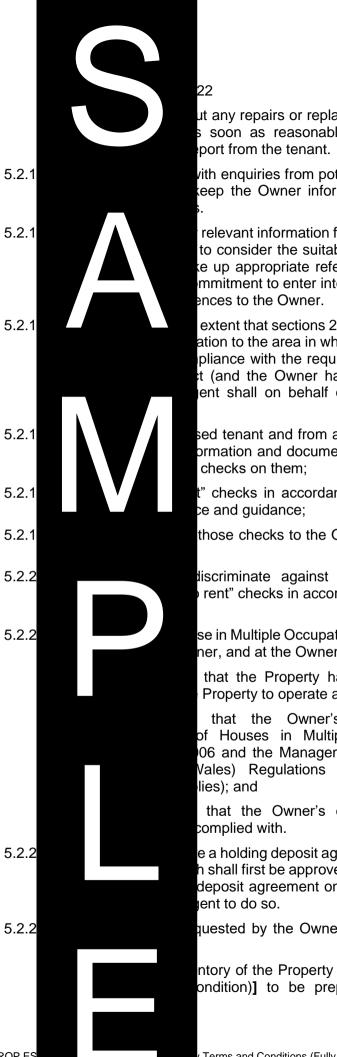
ective tenant is provided with copies of the fire importance of fire door information if required by and) Regulations 2022 before they occupy the thereafter.

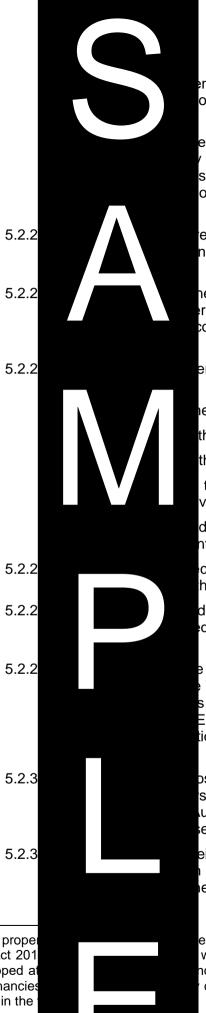
5.2.7

5.2.8



5.2.9 ere are or may be any "hazards" on the Property RS Regulations, the Agent shall either advise the and the necessary steps to address them, or wner consult a suitably qualified professional for 5.2.1 s that the Property and/or Common Parts are not n" as defined in the FFHH Act during the tenancy, dvise the Owner on the condition of the Property and the necessary steps to make them fit for recommend that the Owner consult a suitably or further guidance. 5.2.1 uested by the Owner and at the Owner's cost, carried out at the Property and/or Common Parts uired for these works from any third party have r to put and keep the Property and/or Common that is fit for human habitation in accordance with buse to a notice, complaint or reports issued by lation to the Property and/or Common Parts; onse to any claims or proceedings issued by the e FFHH Act; and r to comply with an order issued by the courts H Act. 5.2.1 lested by the Owner and at the Owner's cost: for the installation of any smoke and carbon ms required under The Smoke and Carbon m (England) Regulations 2015 as amended by and Carbon Monoxide Alarm (Amendment) 22; hat each alarm is in proper working order on the ncy begins; ut any repairs or replace the alarms (if required) asonably practicable following a report from the ut any remedial action specified in a remedial to the Property served under The Smoke and xide Alarm (England) Regulations 2015 as The Smoke and Carbon Monoxide Alarm Regulations 2022. 5.2.1 lested by the Owner and at the Owner's cost, for a fire risk assessment to be carried out by a d professional, and for all recommendations to be any fire doors and closers at the Property are in brder on the day a new tenancy begins and at s in compliance with the Fire Safety (England) Terms and Conditions (Fully Managed Service).





entory clerk to conduct a "check-in" with the tenant ontents of the inventory are confirmed by the

entory clerk to conduct a "check-out" with the the condition and contents of the Property are st the contents of the inventory and a report otographic schedule of condition)] is prepared for

e an assured tenancy agreement for signature by nd shall obtain the Owner's approval of the draft

ne tenancy agreement and complete the tenancy or if the Owner instructs the Agent to do so. The completed tenancy agreement to the Owner and

ermit the tenant to occupy the Property until the

ed and passed a right to rent check;

the tenancy agreement;

the Agent in cleared funds the first month's rent;

the Agent in cleared funds a Security Deposit ve weeks' rent] OR [six weeks' rent]; and

d a signed standing order form for future nt to the Agent.

ct the Security Deposit in accordance with the he Housing Act 2004.

de to the tenant within 30 days of the Security d the "prescribed information" required by the

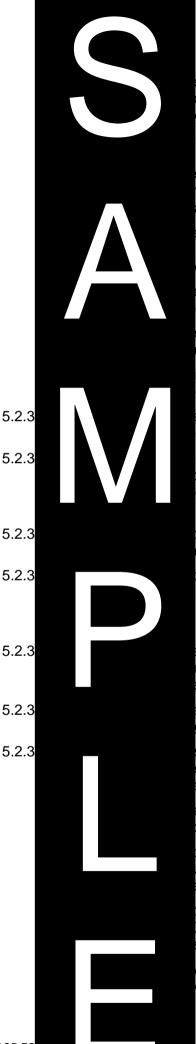
e or immediately after completion of the tenancy Tenant with the latest version of the Ministry of s and Local Government's "How to Rent: the England" or (if the Property is in Wales) the Welsh tion "A Home in the Private Rented Sector – A

bssessing the necessary information (such as the s and the relevant account numbers) the Agent uthority Council Tax department and any utilities ervice providers of the identity of the new tenant.

eing in funds (either by way of a float provided by rent paid by the tenant) the Agent shall pay le Property on the following basis:

eposits for new or renewed tenancies caught by the weeks' rent for a tenancy with an annual rent under ncy with an annual rent of £50,000 or more. Security capped but the Welsh government has the power to

¹ In respect of proper Tenant Fees Act 201 £50,000 or capped at deposits for tenancies introduce caps in the



ent shall not pay outgoings which fall to be paid by ccupation of the Property (such as Council Tax, d charges for other services such as telephone) but the Agent shall pay such charges insofar as period when the Property was unoccupied;

Int shall pay ground rent, service charge and other ne Owner's landlord or the landlord's managing anagement company;

ent shall pay the Owner's premiums for insurance (but the Agent is not able to arrange insurance wner);

ent shall not make any payment unless it has oice or demand;

nt shall be entitled to accept and pay invoices and ppear to be valid;

ner may instruct the Agent not to make some or of payment referred to in this clause.

and and receive rent on behalf of the Owner in rms of the tenancy agreement.

e working days after falling due, the Agent shall shall attempt to obtain payment by making g the Property, and sending up to three arrears

ct the Property every six months and shall report er.

uested by the Owner and at the Owner's cost, inspections of the Property [(to include photos of inspection)] and shall report its findings to the

e the Owner of any breaches of the terms of the nd any items requiring repair, maintenance or to the Agent's attention.

the Owner of any issues raised by the tenant or g to the Property.

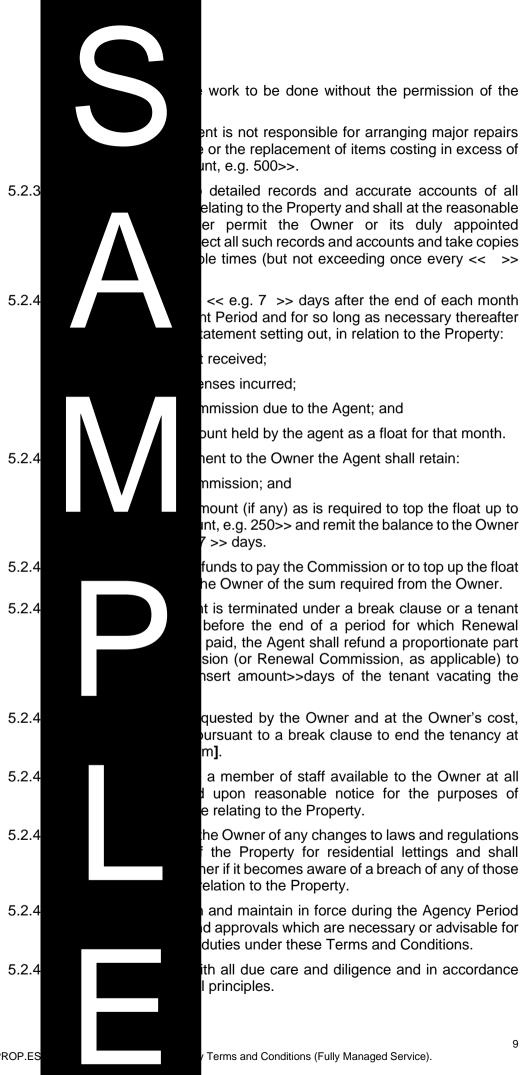
sponsible for the day-to-day management of the mploy tradesmen to carry out minor repairs, cements, on the following basis:

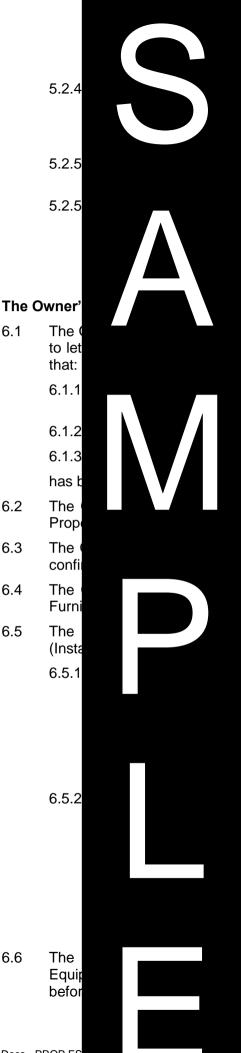
t of any maintenance, repairs or replacements by the Owner;

ost of the work on any one occasion is less than unt, e.g. 100>> the Agent may arrange for the without reference to the Owner;

ost of the work on any one occasion is £<<insert 00>> or more the Agent shall contact the Owner ssion to proceed with the work;

work needs to be done urgently and it is not obtain the Owner's permission the Agent may





rantee the suitability of tenants, timely payments, at the end of the tenancy and is not liable to the ese events, or any disputes between the Owner erm of the tenancy.

ey are not aware of any personal interest in the ses of Section 21 of the Estate Agents Act 1979.

these Terms and Conditions and to any directions rom time to time properly give, the Agent shall be duties under these Terms and Conditions in such fit

are the owner(s) of the Property and are entitled orthold tenancy. In particular the Owner confirms

from a freeholder or superior landlord under the ease:

rom the Owner's mortgagee; and

rom the Owner's insurers

btained before any tenancy agreement is signed. y have a valid insurance policy in place for the

Agent with two sets of keys to the Property and hake further copies of the keys, as necessary.

all furnishings in the Property comply with the e) (Safety) Regulations 1988 (as amended).

ir duties as a landlord under the Gas Safety ions 1998. In particular:

a tenancy commences either:

ent with a copy of the report from the last annual arried out by a Gas Safe registered engineer less than 12 months old); or

ent to arrange for an engineer to carry out the remedial work (at the cost of the Owner).

e the expiry of the previous annual safety check is to remain in occupation after the expiry date),

ent with a copy of the next annual safety check Gas Safe registered engineer; or

ent to arrange for an engineer to carry out the remedial work (at the cost of the Owner) before

eir duties as a landlord under the Electrical ons 1994 (for electrical equipment purchased nd the Electrical Equipment (Safety) Regulations

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2016 partid 6.6.1 6.6.2 6.7 The Stand partid 6.7.1 6.7.2 6.7.3 6.7.4 6.7.5 6.7.6 6.7.7 6.8 The (Safet for a recor Own 6.9 The unles shall for ar 6.10 If the that a Regis

t purchased on or after 08 December 2016). In

re that all electrical equipment provided by the complies with the Regulations; and

le the Agent with a certificate from an electrician a government-approved organisation (such as ty of the electrical installations and appliances at

duties as a landlord under The Electrical Safety ented Sector (England) Regulations 2020. In

e, or instruct the Agent to arrange for a qualified on to inspect and test every fixed electrical erty at intervals of no more than 5 years;

le the Agent with the report from a qualified and

the Owner shall supply, or instruct the Agent to report to each tenant within 28 days, and if housing authority, within 7 days of request;

shall keep a copy of the report and give it to the e next inspection:

or instruct the Agent to supply a copy of the most

efore occupation; and

tenant within 28 days of a request from the ant;

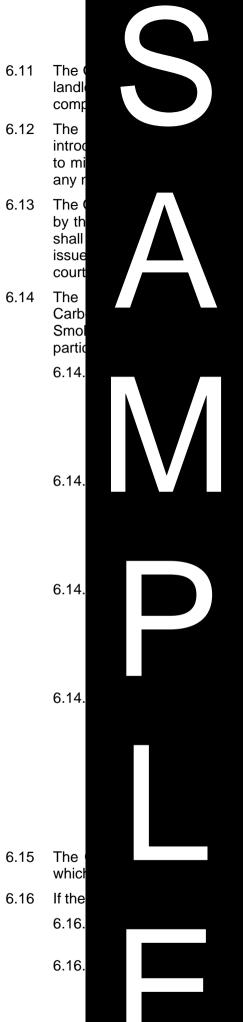
urther investigation or remedial work, the Owner truct the Agent to carry out (at the cost of the vestigation or any remedial work which must be ied and competent person within 28 days of the stated: and

to the Agent written confirmation of completion ative or remedial work along with the report to the o to the local housing authority within 28 days of

responsibilities under the Regulatory Reform (Fire ed. The Owner may instruct the Agent to arrange to be carried out, and to arrange for the essment to be complied with at the cost of the

the Agent will be unable to market the Property nance Certificate (EPC) is available. The Owner with a valid EPC or instruct the Agent to arrange the Property (at the cost of the Owner).

efficiency rating of F or G the Owner shall ensure een registered on the National PRS Exemptions



atutory repairing obligations placed on residential Landlord and Tenant Act 1985. The Owner shall

e Housing Health and Safety Rating System Act 2004. The Owner shall take reasonable steps operty and shall comply in a timely manner with the local authority.

atutory obligations placed on residential landlords shall comply with these obligations. The Owner nner with any notice, complaint or proceedings ner will also comply with any orders issued by the

ir duties as a landlord under The Smoke and igland) Regulations 2015 as amended by The de Alarm (Amendment) Regulations 2022. In

a tenancy begins either:

ng to the Agent that all necessary smoke and de alarms have been installed at the property; or ent to arrange for the necessary alarms to be cost of the Owner).

h alarm is in proper working order on the day a egins; or

ent to conduct such a check (at the cost of the

epairs or replace the alarms (if required) as soon practicable following a report from the tenant; or ent to conduct such repairs (at the cost of the

remedial action specified in a remedial notice Property served under The Smoke and Carbon m (England) Regulations 2015 as amended by and Carbon Monoxide Alarm (Amendment) 22; or

ent to carry out such remedial action (at the cost

they are responsible for obtaining any licences pre letting the Property.

Owner understands that they are responsible for: s which are legally required before letting the

ons under the Management of Houses in Multiple Regulations 2006 and the Management of



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Cond 6.17. 6.17.

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ccupation (Wales) Regulations 2006 (whichever

ligations/conditions in the licence.

e Agent in accordance with these Terms and

entified in the Appointment Form or otherwise wner and the Agent.

held by the Agent are insufficient to pay the pay the shortfall to the Agent on demand.

enancy the Owner shall provide the Agent with a g. 250>> to meet expenditure on behalf of the

t the Owner shall add further sums of money to <<insert amount, e.g. 250>>.

on Commission that is overdue by <<insert grace at the rate of << e.g. 2>> per cent above the base plc from the due date until the date of payment.

ent if the Owner is or becomes a non-UK resident nt may be required to deal with rent in accordance dlords Scheme operated by HM Revenue &

obligations under the [Tenant Fees Act 2019] **OR** Vales) Act 2019] as Landlord and will comply with

t they are legally responsible for the Property ents.

will give all instructions to the Agent in writing.

Agent to serve a break notice pursuant to a break he end of the fixed term, the Owner must give at ons to the Agent before the notice must be served. he Agent will not commence court proceedings to

Agent with its obligations under these Terms and idemnify the Agent against any liability (including expenses which the Agent may reasonably incur which it may incur by reason only of it being held

7. [Cancellation

- 7.1 Whei to a " Us (i. days
- 7.2 If You inforr

e Cooling Off Period

nade on Our Premises, You have a statutory right beriod begins once the contract between You and een made, and it ends at the end of 14 calendar he Agreement was made.

eement within the cooling off period, You should ear statement (e.g. a letter sent by post or email

to th Cond to. 7.3 To n comr canc 7.4 If You paid 7.5 We v unles any f 7.6 We v witho on w 7.7 If the reque off p makii 7.7.1 7.7.2 7.7.3 7.7.4 8. **Duration** an 8.1 The A Perio termi 8.2 Durin to the to ex Introd 8.3 Upor the Ir 8.3.1 8.3.2 © Simply-Docs - PROP.ES

email address specified in these Terms and Model Cancellation Form, but You do not have

eadline, it is sufficient for You to send Your he exercise of the right to cancel before the d.

ncel You will receive a full refund of any amount e Agreement.

the same method used to make the payment, greed otherwise. In any case, You will not incurund.

e to You as a result of a cancellation of Services ny case, within the period of 14 days after the day the cancellation.

e cooling off period, You must make an express rvices to begin within the 14 calendar day cooling hs a normal part of the ordering process.] By cknowledge and agree to the following:

mpleted within the 14 calendar day cooling off e right to cancel once the Services are completed:

ement after provision of the Services has begun pay for the Services supplied up until the point at f Your wish to cancel;

e calculated in proportion to the full price of the all Services already provided. Any sums that have ne Services will be refunded subject to deductions s; and

fund within <<Insert Normal Refund Period>> and an 14 calendar days after You inform Us of Your

cy Contract

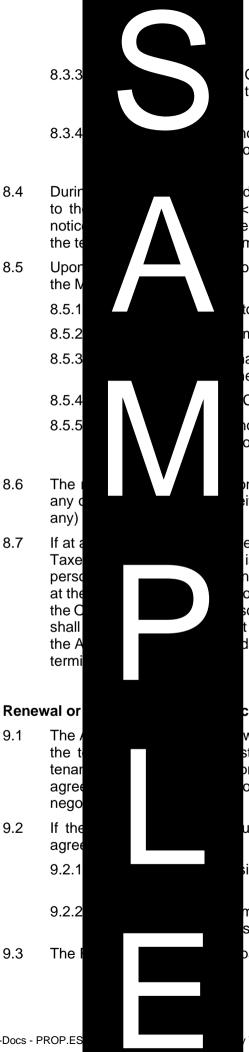
wner and the Agent shall continue for the Agency ppointment Form and shall continue unless this Clause.

either party may terminate the contract by giving sert notice period, e.g. "1">> weeks written notice, the end of the first <<e.g. "8 weeks">> of the

ontract between the Agent and the Owner during

o promote, market, advertise or solicit tenants for

on shall be payable if a tenancy is granted to a new Agent (but shall not be payable otherwise);



Continuation of Tenancy) shall continue to apply to a tenant introduced by the Agent (but shall not

o claim against the Owner for compensation for oss of goodwill or any similar loss (except unpaid

d either party may terminate the contract by giving kinsert notice period, e.g. "1">> months written e after the end of the first <<e.g. "3 months">> of ment.

bntract between the Agent and the Owner during

to manage the Property;

mission shall cease to be payable;

all become payable in full (with credit being given ents paid prior to termination);

Continuation of Tenancy) will continue to apply;

o claim against the Owner for compensation for oss of goodwill or any similar loss (except unpaid

ntract given by this Clause 8 shall not prejudice ither party in respect of the breach concerned (if

ed in Section 840 of the Income and Corporation is acquired by any person or group of connected n 839 of that Act) not having control of the Agent od, the Agent shall forthwith give written notice to on or group of connected persons and the Owner t less than <<e.g. 1 >> months written notice to days after the notice from the Agent was given, to

wner and the tenant before the end of the term of stablish whether the parties wish to extend the n, whether by entering into a new tenancy or otherwise, and the Agent shall facilitate any

upation after the expiry of the original tenancy

ion shall become payable in place of the Letting

mmission shall (if the contract has not been se 8) remain payable.

bayable:

9.



od starting on the expiry of the original tenancy two years after that date; and

ant (or one of the original joint tenants) remains in erty.

10. Complaints

- 10.1 In ac redre
- 10.2 The The
- 10.3 A co

ess Scheme Order the Agent is a member of a th complaints.

ress scheme is [The Property Ombudsman] **OR** nel.

laints handling procedure may be obtained on

11. Client Mone

- 11.1 In ac (Req mem
- 11.2 The [<<in
- 11.3 A cop

Money Protection Schemes for Property Agents Scheme etc.) Regulations 2019 the Agent is a roved client money protection scheme.

he Agent's client money protection scheme is folient money protection scheme">>].

ate of membership of the client money protection equest.

12. Nature of A

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- 12.2 Thes entire be m repre
- 12.3 Each any r in the warra fulles
- 12.4 No facontriparty of an
- 12.5 If any comp Term the re

ner and the Agent is personal to the parties and ortgage or charge (otherwise than by floating its rights hereunder, or sub-contract, or otherwise hereunder, except with the written consent of the

together with the Appointment Form contain the parties with respect to the Property and may not trument in writing signed by the duly authorised

t, in entering into the contract, it does not rely on or other provision except as expressly provided ns or the Appointment Form, and all conditions, lied by statute or common law are excluded to the

party in exercising any of its rights under the be a waiver of that right, and no waiver by either ion of the contract shall be deemed to be a waiver he same or any other provision.

ns and Conditions is held by any court or other alid or unenforceable in whole or in part, these ontinue to be valid as to the other provisions and provision.

13. How We Us

We will only e.g. Privacy

14. Money Laur

- 14.1 We a Fund Terro 2002 adhe Custo
- 14.2 We h an ir inforr seard inforr
- 14.3 If sat timef
- 14.4 We n notice are ir

15. Consumer

- 15.1 Unde ("CPI misle legall comr forms tenar inforr
- 15.2 You a
 - 15.2.
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 - 15.2.
 - 15.2.

ation (Data Protection)

nation as set out in Our <<insert document name, <<insert location(s)>>.

Laundering Terrorist Financing and Transfer of er) Regulations 2017, the Money Laundering and ent) Regulations 2019, the Proceeds of Crime Act, and the Criminal Finances Act 2017. We must Act 2015 and guidance from HM Revenue and

fy the beneficial owner of a property, whether it is trust, or estate. We may request and retain ion for this purpose and conduct electronices. We reserve the right to request any additional ply with legislation.

our identity is not provided within a reasonable to proceed with the instruction.

se information to relevant authorities without prior r have a reasonable grounds to suspect, that you ring or terrorist financing.

ire of Information

ection from Unfair Trading Regulations 2008 ce for an Owner an Agent to make inaccurate or a property. Both the Owner and the Agent are that all statements, representations, and property are factually accurate. This includes all ons, and any information shared with potential tions, including providing false or incomplete nal liability for both parties.

rmation about the Property;

al information that might affect a prospective ent the Property. This includes details of any s, restrictions, rights or easements, flood risk, planning restrictions or development proposals, and adaptions, coal or mining risks.

garding matters such as boundaries, unusual s, planning consents, tenancies, the length of , etc.;

mation and assisting Us to the best of your

ely of any changes to the information provided

ately if there is an inaccuracy or misleading in our sales particulars, adverts etc.

15.3 Unles

15.4 Where again from

greed, we will rely upon all information provided

ee to indemnify Us and keep Us indemnified costs, and expenses (including legal fees) arising by You.

16. Relationshi

Nothing in partnership Agent.

tions shall create, or be deemed to create, a ployer and employee between the Owner and the

17. VAT

These Term of VAT and agreed betw from the dat notified the 0

18. Other Impo

18.1 We n third We v affec party

- 18.2 You withounrea
- 18.3 The person
- 18.4 If any or un Agre
- 18.5 No fa mear bread subs

19. Information

19.1 [The morto

20. Law and Ju

20.1 Thes

rate of VAT is changed by the government, it is Owner will be liable to pay the new rate of VAT chargeable regardless of whether the Agent has

pointment Form detail the Agent's fees inclusive

obligations and rights under the Agreement to a prexample, if We sell Our business). If this occurs, g. Your rights under the Agreement will not be not the Agreement will be transferred to the third y them.

Your obligations and rights under the Agreement permission (such permission not to be

ou and Us. It is not intended to benefit any other ay and no such person or party will be entitled to greement.

ent is held by any competent authority to be invalid in part, the validity of the other provisions of the of the provision in question will not be affected.

ou in exercising any rights under the Agreement vaived that right, and no waiver by Us or You of a Agreement means that We or You will waive any he or any other provision.

roperty-related services including <<Insert list e.g. tadvice, insurance, surveying, conveyancing

is and the relationship between You and Us

(whe

20.2 As a Your reduce

20.3 Any of these Us (victority court resid

rwise) shall be governed by, and construed in England & Wales] [Northern Ireland] [Scotland].

efit from any mandatory provisions of the law in othing in sub-Clause 19.1 above takes away or umer to rely on those provisions.

beedings or claim between You and Us relating to he Contract, or the relationship between You and nerwise) shall be subject to the jurisdiction of the tland, or Northern Ireland, as determined by Your