RAGDON – TERMS & CONDITIONS

1. Introduction

Welcome to Ragdon. These Terms & Conditions set out the terms under which we provide estate agency, property letting, rent collection, property management and property sales services.

By instructing Ragdon to provide any of our services, you agree to the applicable terms, conditions, fees and responsibilities outlined in these Terms & Conditions and in any separate written agreement entered into with us.

These terms should be read alongside any individual landlord agreement, agency agreement, property management agreement, tenancy agreement or sales instruction issued by Ragdon.

2. Our Services

Ragdon provides a range of property services to landlords, property owners, tenants, companies, organisations and other parties involved in the property sector.

Our services include, but are not limited to:

- Residential property lettings.
- Tenant sourcing and referencing.
- Property marketing and advertising.
- Let-only services.
- Rent collection.
- Full property management.
- Property sales and marketing.
- Sole agency and multi-agency sales instructions.
- Company lets and corporate accommodation.
- Student accommodation.
- Supported living accommodation.
- Accommodation for professional individuals and families.
- Accommodation for council tenants and applicants referred by local authorities, where appropriate.
- Accommodation for care homes and care-related organisations, subject to suitability, licensing, planning and other applicable requirements.
- Assistance with landlords, housing providers, companies, local authorities and relevant support organisations.

The availability of any service will depend on the property, the client's requirements, the proposed occupiers and any applicable legal, contractual or regulatory requirements.

3. Types of Tenants and Occupiers We Work With

Ragdon aims to work with a broad range of tenants, occupiers, landlords and organisations. These may include:

- Private tenants.
- Council tenants and local authority referrals.
- Professional individuals and families.
- Company lets and corporate tenants.
- Students and student accommodation providers.
- Supported living providers and eligible service users.
- Care homes and care-related organisations.
- Housing associations and other housing providers.
- Charities and support organisations.
- Other suitable individuals, businesses and organisations requiring accommodation.

All prospective tenants and occupiers are subject to appropriate checks, referencing, eligibility assessments and any relevant legal requirements.

We do not guarantee that a particular tenant, referral, organisation or property will be accepted. All arrangements are subject to property suitability, landlord approval where applicable, affordability, relevant checks and the terms of the proposed agreement.

Supported living, care-related accommodation, company lets and other specialist arrangements may require additional agreements, permissions, licensing, insurance or compliance checks before occupation can commence.

4. Regulatory Registration and Professional Memberships

Ragdon states that it is registered with or participates in the relevant schemes and services listed below. Details of current registrations and membership certificates should be available on request and displayed where required by law.

4.1 HM Revenue & Customs – Anti-Money Laundering

Ragdon is registered with HM Revenue & Customs (HMRC) for Anti-Money Laundering (AML) supervision, as applicable to its regulated estate agency activities.

We may be required to verify the identity of clients, beneficial owners and other relevant parties, establish the source of funds where appropriate, undertake risk assessments and request supporting documentation in accordance with applicable legislation.

We reserve the right to delay or decline an instruction or transaction where required information is not supplied or where legal or regulatory obligations prevent us from proceeding.

4.2 The Property Ombudsman

Ragdon states that it is registered with The Property Ombudsman (TPO) for the relevant estate agency and property services.

We aim to deal with clients fairly, professionally and transparently. Our complaint handling procedures are set out in Section 12 of these Terms & Conditions.

Further information about The Property Ombudsman can be found at:

https://www.tpos.co.uk/

4.3 Client Money Protection (CMP)

Ragdon states that it holds membership of a Client Money Protection (CMP) scheme, subject to the validity of its current membership.

Where applicable, CMP provides protection in accordance with the rules and terms of the relevant scheme for qualifying client money handled by the agent.

Our current CMP scheme name and certificate should be displayed on our website and at our business premises where required by law.

4.4 Tenancy Deposit Protection

Ragdon works with tenancy deposit protection services, including MyDeposits and the Deposit Protection Service (DPS), as applicable to the tenancy and the arrangements made with the landlord.

Where a tenancy deposit is received and protection is legally required, the deposit will be handled and protected in accordance with the applicable legislation and the rules of the relevant authorised tenancy deposit scheme.

The applicable scheme, deposit amount and prescribed information will be confirmed as required for the relevant tenancy.

The mention of multiple deposit protection providers does not mean that the same deposit is necessarily registered with more than one scheme.

5. Landlord Instructions and Responsibilities

Landlords instructing Ragdon must provide accurate information about the property, ownership, condition, safety, licensing status and any restrictions affecting the proposed letting or sale.

Landlords are responsible for ensuring that the property is legally suitable for its intended use and that the relevant legal obligations are met, except to the extent that a particular responsibility has lawfully been assigned to Ragdon under a written agreement.

Depending on the property and service selected, responsibilities may include:

- Obtaining any required licences, consents and permissions.
- Ensuring that required gas, electrical, fire and other safety requirements are met.
- Providing valid energy performance documentation where required.
- Ensuring that the property is fit for habitation and properly maintained.
- Arranging appropriate buildings, contents and landlord insurance.
- Complying with applicable housing, equality and tenancy legislation.
- Informing Ragdon of any restrictions, notices, disputes or material facts affecting the property.

Ragdon will perform the services agreed in writing with the landlord. We cannot accept responsibility for matters outside the scope of our appointment or for a landlord's failure to comply with their own legal obligations.

6. Letting, Rent Collection and Property Management Services

6.1 Let-Only Service

Our let-only service may include property marketing, arranging viewings, receiving applications, tenant referencing and assisting with the commencement of a tenancy, depending on the agreed package.

The precise services included will be confirmed in the landlord's written agreement.

6.2 Rent Collection Service

Our rent collection service may include collecting rent from tenants, recording payments, providing rental statements and remitting funds to the landlord, subject to the agreed service and applicable terms.

Ragdon does not guarantee that a tenant will pay rent on time or that all rent due will be recovered. We will take the steps agreed with the landlord if rent is overdue, but legal proceedings and other recovery measures may involve additional costs.

6.3 Full Property Management

Our property management service may include:

- Managing routine communications with tenants.
- Monitoring rent payments.
- Coordinating maintenance and repairs.
- Arranging inspections where agreed.
- Reporting relevant property issues to the landlord.
- Assisting with tenancy administration.
- Coordinating contractors, subject to the agreed authority and spending limits.
- Inspect the property every 3 month and produce reports for the Landlord

The extent of our responsibilities, emergency arrangements, repair authorisation limits and any additional charges will be set out in the relevant written management agreement.

7. Sales Services

Ragdon offers property sales services on a sole agency or multi-agency basis.

7.1 Sole Agency

Under a sole agency instruction, Ragdon is appointed as the sole estate agent for the agreed period and on the terms set out in the sales agency agreement.

The landlord or seller must review the agreement carefully, including the circumstances in which commission becomes payable, the duration of the instruction and any notice or termination provisions.

7.2 Multi-Agency

Under a multi-agency instruction, the seller may appoint more than one estate agent, subject to the terms of the relevant agreements.

Commission liability will be determined by the agreed terms, including any provisions dealing with which agent introduces the successful buyer or otherwise becomes entitled to commission.

7.3 Sales Completion

Sales commission will become payable at the point specified in the signed sales agency agreement. The applicable trigger, payment deadline and any other charges must be clearly set out in that agreement before the seller commits to the service.

8. Our Fees and Charges

Ragdon aims to provide clear and transparent information about its fees before a client enters into an agreement.

The following are our stated standard service rates. The basis on which each percentage is calculated, the payment trigger and the scope of the service must be confirmed in the relevant written agreement.

8.1 Lettings and Property Management Fees

Service	**Fee**
Letting commission / let-only service	8%
Full property management	8%
Rent collection	5%

The above percentages are exclusive of VAT. VAT will be added at the applicable rate.

The landlord's written agreement must specify whether each fee is calculated on rent due, rent actually collected, annual rent or another agreed amount. It must also state whether fees are one-off, recurring or payable for a particular period.

Unless expressly agreed in writing, the above services should not be assumed to include one another. The precise services covered by each fee will be set out in the relevant agreement.

8.2 Property Sales Fees

Sales service	**Fee**
Sole agency sales	1.5%
Multi-agency sales	2%

The above percentages are exclusive of VAT. VAT will be added at the applicable rate.

Sales commission will be calculated on the basis specified in the signed sales agreement, normally the agreed sale price, and will become payable in accordance with that agreement.

Before accepting an instruction, the seller will be informed of the commission calculation, when the fee becomes payable, any applicable minimum fee and any additional charges.

8.3 VAT

Ragdon is VAT registered. All fees and charges stated in these Terms & Conditions are exclusive of VAT unless expressly stated otherwise.

VAT will be added at the applicable rate, currently 20% where the standard rate applies.

For illustration:

- An 8% fee becomes 9.6% inclusive of VAT at 20%.
- A 5% fee becomes 6% inclusive of VAT at 20%.
- A 1.5% sales fee becomes 1.8% inclusive of VAT at 20%.
- A 2% sales fee becomes 2.4% inclusive of VAT at 20%.

The applicable VAT rate at the time of the supply will be charged.

8.4 Additional Charges

Any additional charges, including agreed advertising costs, contractor charges, specialist services, court fees, third-party costs or other disbursements, will be explained to the client and agreed where required before they are incurred.

No additional fee should be assumed to apply solely because it is mentioned as a possible charge in these Terms & Conditions. The actual charge must be authorised under the relevant agreement and comply with applicable law.

8.5 Tenant Fees

Where a property is located in England, tenant charges will comply with the Tenant Fees Act 2019 and other applicable legislation.

Ragdon will not charge tenants prohibited fees. Any permitted payment, such as rent, a lawful tenancy deposit, a permitted holding deposit or another payment expressly allowed by law, must comply with the applicable statutory conditions and limits.

The landlord-facing fees listed above are not automatically payable by tenants.

9. Client Money and Payments

Where Ragdon receives or holds money on behalf of a landlord, tenant or other client, the money will be handled in accordance with applicable legal requirements, the terms of the relevant agreement and the rules of any applicable client money protection scheme.

Clients must provide accurate payment details and promptly notify Ragdon of any errors or discrepancies.

Payments to landlords will be made in accordance with the agreed service, subject to cleared funds, any lawful deductions, agreed fees and other contractual obligations.

Ragdon will not be responsible for delays caused by banks, payment providers or other third parties outside its reasonable control, although we will take reasonable steps to investigate payment issues.

10. Tenancy Deposits

Where Ragdon is responsible for handling a tenancy deposit, we will follow the applicable deposit protection requirements and deadlines.

The relevant tenancy agreement and deposit protection documentation will set out the deposit amount, the scheme used and the applicable procedures for repayment and dispute resolution.

The return of a deposit may depend on outstanding rent, damage beyond fair wear and tear, missing items, cleaning obligations where lawfully applicable, or other deductions permitted by law and the tenancy agreement.

Any disputed deductions should be addressed through the relevant deposit scheme's dispute resolution procedure where applicable.

11. Privacy and Personal Information

Ragdon may collect and process personal information for the purposes of providing estate agency, lettings, management and sales services, carrying out referencing and identity checks, meeting legal obligations, communicating with clients and administering agreements.

Personal information will be handled in accordance with applicable data protection legislation and Ragdon's Privacy Policy.

Information may be shared with relevant parties where necessary and lawful, including landlords, tenants, referencing providers, contractors, solicitors, local authorities, regulatory bodies and deposit protection services.

Further information about the handling of personal information should be provided in our separate Privacy Policy.

12. Complaints Procedure

Ragdon is committed to providing a professional service and treating complaints seriously, fairly and consistently.

We encourage anyone dissatisfied with our service to raise their concerns so that we have an opportunity to investigate and seek an appropriate resolution.

12.1 How to Make a Complaint

All formal complaints must be submitted in writing by email to:

admin@ragdon.com

Please include the following information where possible:

- Your full name and contact details.
- The property address or transaction concerned.
- A clear description of the complaint.
- Relevant dates and details of the events.

- Copies of supporting documents or correspondence.
- The outcome or resolution you are seeking.

If you require reasonable assistance to make a complaint, please contact us to discuss an appropriate method of communication.

12.2 Acknowledgement and Investigation

Upon receiving a written complaint, Ragdon will record the complaint and arrange for it to be reviewed by an appropriate member of the team.

We will acknowledge the complaint as soon as reasonably practicable and investigate the matters raised fairly and impartially.

We may contact you if further information or clarification is required.

12.3 Response and Updates

Ragdon will provide the person making the complaint with a written update within **14 working days** of receiving the complaint.

The update will explain the progress of the investigation, any findings available at that stage and any further steps required.

Where the investigation cannot reasonably be completed within that period, we will explain the reason for the delay and provide information about the next steps.

The 14-working-day update is not necessarily the final response. We will continue to investigate and provide a final written response in accordance with our applicable complaint-handling obligations and the requirements of The Property Ombudsman.

12.4 Escalation Within Ragdon

If you remain dissatisfied with the initial response, you may request that the complaint be reviewed by a senior member of the team or the person responsible for complaint handling.

Please clearly state why you remain dissatisfied and what outcome you are seeking.

We will review the complaint and provide a further written response in accordance with our complaint procedure.

12.5 Referral to The Property Ombudsman

If your complaint remains unresolved after you have completed our internal complaints procedure, you may be entitled to refer the matter to The Property Ombudsman, subject to its eligibility requirements and applicable time limits.

The Property Ombudsman provides an independent redress service for eligible complaints.

Website: https://www.tpos.co.uk/

The relevant scheme's current contact details, referral requirements and time limits should be checked before a complaint is referred. Where required, Ragdon will provide the applicable scheme details and information about the next steps in its final response.

Using our internal complaints procedure does not remove any legal rights you may have.

13. Property Information and Marketing

Ragdon will take reasonable care when preparing property advertisements and marketing materials using information supplied by the landlord, seller or other relevant parties.

Clients must ensure that information supplied to Ragdon is accurate, complete and not misleading.

Photographs, floor plans, descriptions, rental figures, sale prices and other marketing information are intended to provide a reasonable representation of the property but may be subject to measurement variations, changes and other limitations.

Prospective tenants and purchasers should make their own enquiries, inspections and checks before entering into a binding agreement.

14. Third-Party Services

Ragdon may work with external contractors, referencing companies, solicitors, surveyors, maintenance providers, deposit protection services and other third parties to deliver its services.

Where third-party services are used, their own terms, fees and procedures may apply.

Ragdon will take reasonable care when selecting or instructing third parties within the scope of its responsibilities. However, we cannot guarantee the actions, availability or performance of independent third parties beyond our reasonable control.

15. Limitation of Responsibility

Ragdon will provide its services with reasonable care and skill and in accordance with the applicable agreement and legal requirements.

Nothing in these Terms & Conditions excludes or limits liability where such exclusion or limitation is prohibited by law, including liability for fraud or fraudulent misrepresentation and any liability that cannot lawfully be excluded.

Subject to those restrictions, Ragdon will not be responsible for losses arising from inaccurate information supplied by a client, a tenant's failure to pay rent, a buyer's failure to complete a transaction, or a third party's independent actions, except to the extent that such losses result from Ragdon's own breach of contract, negligence or other actionable conduct.

16. Termination of Services

The termination of a letting, management or sales instruction will be governed by the relevant written agreement, including any agreed notice period, minimum term, outstanding fees and commission provisions.

Clients should give notice in writing using the contact details provided by Ragdon.

Any termination fee or continuing commission obligation must be clearly established in the applicable agreement and comply with the law.

Termination will not affect fees already properly due, rights that have accrued or any provisions that are intended to continue after termination.

17. Changes to These Terms & Conditions

Ragdon may update these Terms & Conditions from time to time to reflect changes in its services, business practices or applicable legal requirements.

The latest version will be published on our website with its effective date.

Changes will not retrospectively alter an existing contractual agreement where doing so would be unlawful or contrary to the agreed terms.

Where necessary, updated terms will be provided to existing clients and will apply in accordance with the applicable agreement and law.

18. Governing Law

These Terms & Conditions are intended for use in England and Wales and will be governed by the laws of England and Wales, subject to any mandatory legal rights or rules that apply to a particular transaction.

Any dispute will be dealt with by the appropriate courts or other dispute resolution bodies with jurisdiction over the matter.

19. Contact Information

For general enquiries, property instructions, service information or complaints, please contact:

Ragdon

Email: admin@ragdon.com

Website: [Insert Website Address]

Business address: [Insert Registered or Trading Address]

VAT registration number: [Insert VAT Number]

HMRC AML registration details: [Insert Details Where Appropriate]

Property Ombudsman membership number: [Insert Membership Number]

Client Money Protection scheme and membership number: [Insert Scheme Details]

These Terms & Conditions should be read alongside any applicable written agency agreement, property management agreement, tenancy agreement, sales agreement and Privacy Policy.

By instructing Ragdon, clients acknowledge that the applicable services, fees, responsibilities and contractual conditions will be confirmed in the relevant written agreement.