

Chestertons Protect

Please complete, initial each page and sign these Terms and return it to Chestertons in addition to the Lettings Terms of Business.

The Property:

Flat 13, Field Court, Hillmarton Road, Islington, N7 9JP

Full names of all legal owners or company name:

Ebadollah Kazemzadeh Banissi & Anahita Banissi

Correspondence / Registered address:

10 The Grove, Brookmans Park, Hatfield, AL9 7RN

Preferred contact number(s): 07949715595 Email address: banissi@graphicslink.co.uk

The Tenancy — Please provide full details as requested below:

Estimated / Agreed Gross Rental Amount per month: £ 2,200.00

(The service is only available for rents up to £10,000pcm.)

Guarantor: Yes No

Tenancy Start Date: 4 April 2026

The Chestertons Protect Fee is based on Your gross monthly rent as agreed in the Tenancy Agreement:

Up to £2,000pcm	- £60 incl VAT per month	£2,001pcm - £3,000pcm	- £75 incl VAT per month
£3,001pcm - £5,000pcm	- £100 incl VAT per month	£5,001pcm - £10,000pcm	- 4% incl VAT per month

Confirmation:

The service will commence from the first day of the new Tenancy as stipulated in the executed Tenancy Agreement, or any day thereafter if the service is purchased at a later date. The service will remain in place for the entire term of the new Tenancy and also for any subsequent tenancies arranged by Chestertons until the service is cancelled by You or Us, subject to the conditions of the service being met.

Acceptance:

As a legal owner of The Property, I confirm that I have read and understood the Terms contained within this Agreement. I confirm that I have obtained all necessary consents to enter into this Agreement and that I understand Our responsibilities. I understand that We may have the right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 within 14 days from the date upon which it was signed and confirm that I wish Chestertons to provide the service on the first day possible as in the confirmation above. I accept that in signing this document We will be bound by its entire contents.

DocuSigned by:

 Signed on behalf of any and all legal owners Date: 31-03-26 | 16:27 BST

Print Name: Ebadollah Kazemzadeh Banissi


 Signed for and on behalf of Chesterton UK Services Limited by Richard Davies

DEFINITIONS

Appointed Adviser

The preferred law firm, accountant, other suitably qualified person We will appoint to act on Your behalf in accordance with Our standard adviser's terms of appointment. For the avoidance of doubt, the Appointed Adviser will not include any litigant in person (where a person provides their own representation).

Costs and Expenses

- (a) Reasonable and necessary costs, fees, and disbursements chargeable by the Appointed Adviser which have been agreed by Us in accordance with Our standard adviser's terms of appointment.
- (b) Costs and disbursements incurred by the other party in civil cases if You or Us are ordered to pay them or pay them with Our agreement.

Deposit

The sum of money (which must be at least equal to one months' rent and no greater than allowed by legislation) held by Us or You in an approved Deposit Protection Scheme, or a suitable deposit replacement insurance, as security for the performance of the Tenant's obligations as set out in the Tenancy Agreement.

Goodlord

Oh Goodlord Limited, an appointed representative of Goodlord Protect Limited, who assist Us in offering this service.

Guarantor

A natural person who:

- (1) is permanently resident within the Territorial Limit; and
- (2) is named and signed as a Guarantor for a named Tenant on a Deed of Guarantee or Guarantor's Covenant for the full duration of the Tenancy Agreement; and
- (3) has received a Satisfactory Reference.

No more than two Guarantors may be appointed per Tenant.

Property

The Property You specified as the rental address covered under this agreement which is:

- (a) occupied exclusively for residential purposes; and
- (b) located in the Territorial Limit; and
- (c) let by You under a Tenancy Agreement; and
- (d) in a condition suitable to be let for residential occupation.

Our Insurer

Devon Bay Insurance Company Limited

Limit of Cover

The most We will pay for any one incident (including any subsequent appeal agreed by Us) is:

- (1) up to Vacant Possession, the monthly rent shown in the Tenancy Agreement for Rent Protection, up to a maximum of £10,000 per calendar month;

- (2) £175 per day for a maximum 90 days for Alternative Accommodation;
- (3) £15 per day for a maximum 90 days for Storage Costs;
- (4) £1000 for dilapidations
- (5) £100,000 for all other insured incidents

All amounts shown above are inclusive of Value Added Tax, where applicable.

Landlord, You, Your

The natural person(s) or registered company who is:

- (1) the legally registered owner of the Property; or
- (2) has the legal right to let the Property; and
- (3) named in the Tenancy Agreement; and
- (4) has signed up to this service.

Market Value

Market Value to be dictated by comparing the average rent for similar properties in a similar location at the time of a new rent being proposed, or proportional rental increase supported by local year on year rental value data.

Period of Service

The period for which We have agreed to cover You and for which We have accepted the fee

Reasonable Prospects of success

For each incident there must always be more than a 50% chance that You or We will:

- (1) recover any losses or damages;
- (2) successfully defend a claim or prosecution;
- (3) succeed in reducing a sentence, penalty or a fine if You or Us plead guilty in a criminal prosecution;
- (4) succeed in enforcing a judgment or obtaining a legal remedy which We have agreed to; or
- (5) make a successful appeal or defence of an appeal.

In all cases, We or a suitably qualified expert acting on Our behalf will assess whether Reasonable Prospects of success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this service was not in place. It will further take into consideration any current or proposed changes to legal process, whether permanent or temporary, imposed by a competent authority following an unforeseen systemic event.

Rent Arrears

Where the Tenant, or anyone on their behalf, has failed to pay the rent due under the Tenancy Agreement, either in full or part, and the amount unpaid is at least £250.

Satisfactory Reference

A reference report showing an overall recommendation of 'Satisfactory', 'Pass', or 'Conditional Pass' where the conditions specified on the final report have been met and that evidence is retained on file.

The Tenant and any Guarantor must be referenced and acceptable for a minimum amount equivalent to the monthly rent stated in the Tenancy Agreement.

Where the Property has been Tenanted for 12 consecutive months by the same Tenant, and the Tenant has not had an instance of Rent Arrears or Property damage during this same period, the service may be requested despite there being no Satisfactory Reference available.

Standard Adviser's Terms of Appointment

A separate agreement We or Our Insurer require an Appointed Adviser to enter into. This agreement sets out the Appointed Adviser's responsibilities and the amounts Our Insurer will pay the Appointed Adviser in respect of an incident.

Tenant

The natural person(s) who:

- (1) is declared to Our Insurer; and
- (2) is named (and signed) in the Tenancy Agreement; and
- (3) is renting and occupying the Property as their permanent domestic residence; and
- (4) has received a Satisfactory Reference.
- (5) is not subject to Office of Financial Sanctions Implementation.

This policy is automatically void for any Tenant not included in this definition.

Tenancy Agreement

- (1) An assured periodic tenancy in accordance with Part 1 of the Renters' Rights Act 2025, as amended from Section 5 of the Housing Act 1988 (updated and amended by the Housing Act 1996); or
- (2) the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or
- (3) the Private Tenancies (Northern Ireland) Order 2006; or
- (4) a standard occupation contract under the Renting Homes (Wales) Act 2016.

For the avoidance of doubt, this does not cover:

- (1) any Tenancy Agreement which is not enacted in compliance with the applicable legislation;
- (2) an agreement between the Tenant and another party to sublet the Property, where You consent to such agreement; or
- (3) a Property Used for any illegal activity of which You should be reasonably aware; or
- (4) any other agreement to occupy the Property which is not included in this definition (for example, a common law tenancy outside of the scope of the above domestic legislation).

This agreement is automatically void for any Tenancy Agreement not included in this definition

Territorial Limit

England, Wales, Scotland and Northern Ireland.

Vacant Possession

The date on which the Property is surrendered by the Tenant either by returning the keys, providing written or verbal confirmation that they have vacated the Property, abandoning the Property, or when the Tenant is evicted from the Property through a court process.

We, Us, Our

Chesterton UK Services Limited, Registered office 40 Connaught Street, Hyde Park, London, W2 2AB. Registered in England Company Number 05334580

1. OUR FEES

1.1 The Chestertons Protect Fee will be due monthly or according to the rent period agreed within the Tenancy Agreement. The fee will be deducted as the rent is paid for the entire term of the Tenancy Agreement, subsequent renewals and where the tenancy continues on a periodic basis, from the rental payments received from or on behalf of the Tenant. In lieu of the same, the fee is payable within 14 days of invoice by Chestertons.

1.2 Where the rent is increased either mid tenancy, as part of a renewal or through the statutory provisions the fee payable will be adjusted and deducted in line with the bandings above.

2. OUR PROTECTION SERVICE

2.1 All payments, legal cover and guarantees described within this agreement is subject to a claim being accepted by Our Insurer under Our insurance policy. Where a claim is rejected, for any reason the service will be void.

2.2 We agree to provide the service described in this agreement for You in respect of any incident shown as operative under the policy schedule issued by Our Insurer and arising in connection with the Property, in return for payment of the fee and subject to the terms, conditions, exclusions and limitations set out in this agreement, provided that:

- a. You keep to the terms and conditions as set out within this agreement.
- b. a Reasonable Prospects exist for the duration of the claim
- c. You take all reasonable precautions to prevent or minimise the risk of a claim occurring under this agreement and to avoid incurring any unnecessary costs; and
- d. supply Us with honest and accurate information when asked to do so. This may include supplying Us with original invoices, receipts and bank statements where requested. Any payments indemnified are subject to an original receipt or invoice provided by a VAT-registered company.

3. WHAT WE WILL PAY

3.1 - Repossession

Adviser's Costs and Expenses to pursue Your legal rights to gain Vacant Possession of the Property from the Tenant.

Please note that:

- (1) In cases where Rent Arrears have accrued, You must agree to Goodlord and the Appointed Adviser taking all appropriate steps to negotiate the Rent Arrears and the return of Vacant Possession with the defaulting Tenant or any applicable Guarantor before an Appointed Adviser is instructed to serve any statutory or contractual notice upon the Tenant seeking possession of the Property. Where the Tenant offers to return keys and/or surrender their tenancy of the Property whilst there is an event which may result in a claim being made against this service, You must accept the surrender. Where You do not agree to this course of action, no Rent Arrears will be payable under the terms of this service.
- (2) The Tenant must have been given the correct notices required to obtain Vacant Possession of the Property (where statutory notices have not yet been issued, We can assist You with this) and statutory legislation relating to the letting of Your Property must have been complied with.
- (3) Where the Property is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and You must have complied with the terms and conditions of that licence.

3.2 – Rent Protection

Where Our Insurer has accepted a claim under Repossession, We will pay, up to the Limit of Cover.

- 3.2.1 unpaid rent which is due to You under the terms of a Tenancy Agreement until Vacant Possession of the Property has been obtained;
- 3.2.2 up to £1000 over and above the Deposit where the Deposit held is insufficient to cover the cost of any Rent Arrears and dilapidations;
- 3.2.3 90% of the monthly rent that would have been due to You from the date of Vacant Possession for a maximum of six Weeks or until the Property is re-let, whichever happens sooner.

Please note that:

- (1) You must have kept clear and up-to-date rental records, including evidence of any Rent Arrears and any accompanying correspondence relevant to the claim
- (2) You or We must have collected the first month's rent and Deposit prior to commencement of the Tenancy Agreement
- (3) Rent Protection benefit is paid monthly in arrears, after the end of the rental period being claimed for. Goodlord must receive confirmation of the balance of Rent Arrears at the end of the payment period before any payment of benefit can be made
- (4) any payments made by the Tenant (or any other parties) will reduce, or negate, any benefits due from Us
- (5) if We have not accepted the full amount of Your claim, You will be informed of this by email
- (6) once the claim is deemed settled by Our Insurer, You will receive an email informing You that the case is now closed
- (7) Following Vacant Possession, any outstanding Rent Protection will be paid after the balance of the Deposit has been deducted
- (8) Where dilapidations are awarded from the Deposit (and where these are not the subject of a claim under section 2 above), a proportionate amount will be deducted from the Deposit payable to Us for rent indemnity. Before this can be considered, You must provide to Us;
 - (a) A copy of the check out report relating to the Tenancy Agreement subject to this claim
 - (b) A copy of the Tenant's written authorisation, which includes an itemised breakdown of what is being claimed, for the Deposit to be retained for damages
 - (c) Where a dispute has been raised in relation to the deductions being claimed from the Deposit, We will require a copy of the schemes adjudication report, or equivalent, before We are able to release any final Rent Protection payment
 - (d) Where the Tenant fails to respond to the proposed deductions, We must be provided with a copy of the invoices for any works required to repair damages, and a copy of the statutory demand, or equivalent, as required by the relevant Deposit scheme's terms and conditions
 - (e) Once Goodlord have received confirmation of how the Deposit has been Used, any amount awarded for damages will be paid to You, up to the value of the Deposit

Agent fees, re-letting fees or unpaid utility bills will not be taken into consideration as acceptable deductions from the Tenant's Deposit where there is a claim for Rent Arrears.

It is Your responsibility to ensure that a claim is made in line with the relevant Deposit scheme, or Deposit replacement scheme, terms and conditions. If You fail to make a claim for the Deposit, or fail to make a claim for the full value of Rent Arrears claimed under this agreement, and as a result the Deposit is not available to offset Rent Arrears where it ordinarily should have been, We reserve the right to withhold an amount of Rent Protection up to the value of the Deposit amount.

Failure to comply with this condition may result in this service being cancelled and further service being refused to You.

3.2.4 What is not covered under Rent Protection:

- (1) Any rental payments due after Vacant Possession has been obtained
- (2) Any claim under 3.2.3 where We are not instructed by You to re-let the Property
- (3) Any Rent Arrears where You do not agree to Goodlord or an Appointed Adviser taking the steps set out in 3.1 Repossession
- (4) Any rent that has increased above that which is stated within the Tenancy Agreement, unless;
 - (a) The Satisfactory Reference report shows that the Tenant named on the Tenancy Agreement has affordability for the new rent amount, in-line with Our referencing criteria, or;
 - (b) The Tenant has received a Satisfactory Reference for the new rental amount, or;
 - (c) The rent has not increased by more than 10% of the monthly rent from when this service was first requested, and;
 - (d) The rent increase has been conducted in-line with any statutory, contractual or legislative requirements
- (5) Any unpaid rent arising from a contested Section 13 Rent Increase Notice not already covered under Section 13 Rent Increase Protection.
- (6) Any unpaid rent arising from the Tenant, or anyone on their behalf, failing to pay the first month's rent at commencement of the Tenancy

Agreement, which You have failed to collect in advance, or has not been subject to a claim under First Month's Rent Protection.

- (7) Any rent due during any period of unreasonable delay caused by You in issuing an appropriate notice or complying with a reasonable request by Goodlord or the Appointed Adviser
- (8) Any action not authorised by an Appointed Adviser which prejudices the amount of rent payable by Us
- (9) Any claim where You are unable to provide written evidence of Your financial interest in the:
 - (a) rent, for a claim under 3.2.1; or
 - (b) Property damage, for any claim under 3.2.2

3.3 – Rent Recovery

Adviser's Costs and Expenses to pursue the Tenant to recover rent they owe to You under the terms of the Tenancy Agreement.

Please note that the unpaid rent must exceed £1000 or the equivalent to one months' rent, whichever is lower.

3.4 – Alternative Accommodation and Storage Costs

3.4.1 What You are covered for

Please note that this cover will only apply where You intend to live in the Property once Vacant Possession is obtained and You have no other suitable accommodation available during this period.

Where the Tenancy Agreement has ended and You are seeking Vacant Possession of the Property under a claim covered by this service, We will pay up to:

- (1) £175 (including VAT) per day for a maximum period of 90 days towards the costs of Your alternative accommodation; and/or
- (2) £15 (including VAT) per day for a maximum period of 90 days towards the cost of storing Your personal possessions.

3.4.2 What You are not covered for

Any claims where You are unable to provide the following in support:

- (1) written confirmation that following Vacant Possession of the Property being obtained, You plan to reside in the Property as Your permanent place of residence; and
- (2) receipted VAT invoices for alternative accommodation and/or storage charges.

3.5 – Damage to Your Property

3.5.1 What You are covered for

Adviser's Costs and Expenses to pursue Your legal rights against the Tenant or any other party following an event where that Tenant or other party has caused direct physical damage to the Property, including its contents.

Please note that:

- (1) the amount in dispute must be more than £1,000 (including VAT);
- (2) where the claim is against a Tenant, before the Tenancy Agreement starts, You must have taken a detailed inventory of the Property's condition and contents which has been agreed and signed by the Tenant.

3.6 – Section 13 Rent Increase Protection

3.6.1 What You are covered for

In the event a notice to increase the rent in-line with Section 13(2) of the Housing Act 1988, as amended, is served correctly and the proposed rent increase is in-line with Market Value, and the Tenant applies to the First-tier Tribunal to review the rent increase, this policy will provide payment for the difference in the previous rental amount and the newly stated amount within the Section 13 notice for up to 6 months or until a decision is passed by a First-tier Tribunal, whichever is sooner.

Please note that:

Payments under this benefit are paid monthly in arrears, after the end of the rental period being claimed for. Goodlord must receive confirmation of the balance of the amount unpaid at the end of the payment period before any payment of benefit can be made

3.6.2 What You are not covered for

- (1) In the event the First-tier Tribunal decides that the rent increase proposed by the Section 13 notice is not in-line with Market Value, any payment made under this section of cover must be repaid to Us. We reserve the right to claim any monies paid back from You within 60 days of the First-tier Tribunal decision.
- (2) You must provide Us with a copy of the final decision made by the First-tier Tribunal as soon as it is available to You and no later than 7 Weeks after the date of the First-tier tribunal decision. If You fail to provide this, We reserve the right to claim back any monies paid to You under this benefit
- (3) Cover under Rent Protection, where the increased rent then exceeds the maximum affordable rent indicated on the Satisfactory Reference. In this scenario, no Rent Protection payments shall be made for unpaid rent.

3.7 – First Month's Rent Protection

3.7.1 What You are covered for

After commencement of the Renters Rights Act 2025, as enacted, in the event that You allow the Tenant to enter occupation of the Property by the provision of keys, and the Tenant or anyone on their behalf subsequently fails to pay the first month's rent due under the terms of the Tenancy Agreement, We will pay up to the value of the first month's rent.

Please note that:

- (1) You must have Used Our tenancy set up process, including the collection of the first month's rent payment, to create the Tenancy Agreement subject to the claim under this provision
- (2) Once a claim is made under this provision, Goodlord will attempt to mediate with the Tenant and any Guarantor in order to recover the first month's rent payment and/or Vacant Possession of the Property
- (3) If the Tenant, or anyone on their behalf, makes payment of the first month's rent You must let Us know as soon as possible, and any payment made to You under this benefit may be due back to Us
- (4) Any payment made by Us under this provision will be off-set against any future claim made under Rent Protection for the same Tenancy Agreement

3.7.2 What You are not covered for

- (1) Any non-payment of the first month's rent where the Tenancy Agreement was created outside of Our internal processes.
- (2) Payment under this benefit where You do not agree to Goodlord attempting to mediate in order to recover the unpaid rent and/or Vacant Possession of the Property

3.8 – Nuisance and Trespass

3.8.1 What You are covered for

(a) Nuisance

Adviser's Costs and Expenses to pursue Your legal rights in a dispute with a third party (who is not the Tenant) relating to a legal nuisance which interferes with the Use, enjoyment or right over the Property.

Please note that where the claim relates to a dispute over the boundary of the Property, You must be able to supply Us with proof of where that boundary lies.

(b) Trespass

Adviser's Costs and Expenses to pursue the Your legal rights to evict anyone who is not the current or former Tenant from the Property.

Please note that in England, Wales and Scotland, squatting in a residential Property is a criminal offence and in such circumstances You should first contact the Police for assistance.

3.8.2 What You are not covered for

Any claim relating to:

- (1) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on the Property by any government, public or local authority;
- (2) any work carried out by, or under the order of, government or public or local authorities or their contractors.

3.9 – Defence of Criminal Prosecutions

3.9.1 What You are covered for

Adviser's Costs and Expenses to defend Your legal rights following an event which arises from the letting of the Property which leads to:

- (1) Pre-charge
 - (a) You being interviewed by the Police or other authority with the powers to prosecute where they are suspected of committing a criminal offence;
- (2) Criminal prosecutions
 - (a) You being prosecuted in a criminal court.

3.9.2 What You are not covered for

Any investigation conducted by or on behalf of HMRC (this exclusion applies to Pre-charge only).

3.10 – Contract Disputes

3.10.1 What You are covered for

Adviser's Costs and Expenses to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by You for the buying or hiring in of goods relating to the Property, or the buying or hiring in of services relating to the repair, maintenance or renovation of the Property.

Please note that the amount in dispute must exceed £250 (including VAT).

3.10.2 What You are not covered for

Any claim relating to:

- (1) construction work on any land, or design, conversion or extension to the Property where the value of the contract is more than £7,500 (including VAT);
- (2) disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement You have with a bank, building society or supplier of credit;
- (3) the Tenancy Agreement;
- (4) the purchase or sale of the Property;

- (5) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.

3.11 – Tax Enquiries

3.11.1 What You are covered for

Adviser's Costs and Expenses to represent You in an HMRC investigation into the whole or particular features of Your personal tax affairs.

Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines

3.11.2 What You are not covered for

- (1) the tax affairs of any business except letting the Property;
- (2) tax avoidance schemes;
- (3) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from Your tax affairs.

3.12 – Witness Expenses

3.12.1 What You are covered for

Your lost salary or wages for time taken off work to attend a court or tribunal at the request of an Appointed Adviser in respect of an incident under this service.

Please note that:

- (1) We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party;
- (2) The most that We will pay is £200 per day with eight hours representing a full day, or £100 for each half day with a minimum of four hours representing a half day.

3.12.2 What You are not covered for

Any claim where You cannot provide evidence of the extent of Your lost salary or wages.

4. GENERAL EXCLUSIONS APPLYING TO THE WHOLE AGREEMENT.

There is no cover for:

4.1. Where the Chestertons Protect Fee has not been paid.

4.2. Where Chestertons is not instructed to provide the Letting & Rent Collection service as a minimum.

4.3. Claims arising before this service started:

Any event or dispute which You Were aware of, or should reasonably have been aware of, which could give rise to a claim under this service and existed or happened before this service first started.

4.4 Tenancy Agreements commencing before this service started:

Any incident which arises within the first 60 days of the Period of Service where the Tenancy Agreement commenced before the Period of Service (this exclusion does not apply if You had an continuous equivalent service with another provider which expired immediately before this service started, evidence of which should be retained as it will be required should a claim be raised).

4.5 Renters Rights Breaches:

Any claim relating to an alleged breach of the Renters Rights Act 2025, other than for those breaches which are provided for within this agreement.

4.6 Costs incurred and legal action We have not authorised:

- (a) Any adviser's Costs and Expenses or other costs incurred:
 - (i) before We have accepted a claim; and/or
 - (ii) which We have not authorised in advance.
- (b) Any action taken by You which We or the Appointed Adviser have not agreed to.

4.7 Value Added Tax:

The VAT element of any adviser's Costs and Expenses if You are registered for Value Added Tax.

4.8 Fines and court awards:

- (a) Fines, compensation, damages, or penalties awarded against You
- (b) Any costs You are ordered to pay by a court of criminal jurisdiction.

4.9 Wilful acts:

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by You.

4.10 Judicial Review and challenges to legislation:

- (a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries
- (b) Any challenges to current or proposed legislation

4.11 Any claim made against Us, Goodlord, Our Insurer or the Appointed Adviser

4.12 War, terrorism, radioactive contamination and pressure waves:

Any claim resulting directly or indirectly from or in connection with:

- (a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or Usurped power;
- (b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

4.13 Sanctions

Any payment or provision of any other benefit under this service, if We are prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulation

5. GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

You must keep to these conditions as failure to do so may lead to Our Insurer refusing a claim, withdrawing from a claim or cancelling this service.

5.1 Appointment of an Appointed Adviser

- (1) If We accept Your claim, We, Goodlord or Our Insurer will appoint an Appointed Adviser who may be able to negotiate settlement before or without the need for court action.
- (2) If Your claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where Our chosen Appointed Adviser cannot act for You as to do so would breach their professional code of conduct), You are free to nominate a law firm or suitably qualified representative to act as the Appointed Adviser. This applies to all claims except under Rent Protection, where We will choose the Appointed Adviser to assist with all stages of Your claim.
- (3) Any law firm or suitably qualified representative nominated by You must agree to represent You in accordance with Our Standard Adviser's Terms of Appointment (which are available on request) and the most We will pay is no more than the amount We would have paid to Our own choice of Appointed Adviser.

5.2 Conduct of the claim

You must:

- (1) cooperate fully with, Us, Goodlord and the Appointed Adviser and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- (2) keep Us, Goodlord and the Appointed Adviser fully informed of any developments and instruct the Appointed Adviser to provide Us or Goodlord with any information We ask for.

You must not:

- (1) act in any way which obstructs Us, Goodlord or the Appointed Adviser or hinders the progress of a claim; and
- (2) incur any adviser's Costs and Expenses or any other costs or amounts without Our consent.

We or Goodlord can:

- (1) contact the Appointed Adviser at any time and have access to all documents and information regarding Your claim;
- (2) withdraw funding for a claim and pursue You to recover adviser's Costs and Expenses or other costs or amounts already paid, if You pursue or withdraw from that claim without Our consent or fail to pass on any instructions to the Appointed Adviser;
- (3) withdraw funding for a claim if You dismiss the Appointed Adviser without Our consent and there is no valid cause to do so, or if the Appointed Adviser refuses to continue acting for You with Our consent and there is valid cause to do so; and
- (4) withdraw funding for a claim if at any time We, Our Insurer or Goodlord believe Reasonable Prospects of success are no longer present. We will still pay any adviser's Costs and Expenses or other costs or amounts We have agreed to, prior to Reasonable Prospects of success no longer being present.

5.3 Claims settlement

- (1) You must tell Us immediately if an offer to settle a claim is received and must not enter negotiations to settle a claim without Our prior consent.
- (2) If You refuse a fair and reasonable offer to settle a claim, We will be entitled to withdraw funding for that claim and We will pay no further Adviser's Costs and Expenses or other costs or amounts.
- (3) For claims made under Rent Protection and First Month's Rent Protection, Goodlord may attempt to negotiate settlement to avoid the need for court action before the appointment of an Appointed Adviser. In order for the settlement to be funded by Us (where applicable), the settlement must be approved by Us.

- (4) We may decide to settle a claim by paying the reasonable value of that claim instead of instructing an Appointed Adviser to pursue, defend or continue any action in court. In such cases We may decide to pursue the other party for the amount We have paid to You and You must allow Us to take over and continue the claim in Your name and provide Us with any information in support of this action.
- (5) If We are not able to reach a settlement that is reasonable for all parties, Your claim will be sent to the Appointed Adviser who will consider the need for legal proceedings in order to settle the dispute.

5.4 Recoveries and assessment of costs

We shall have the right at any time to pursue the recovery of any Rent Protection, adviser's Costs and Expenses, or any other benefit paid under a claim made against this service and/or awarded by way of a Court Order, including taking proceedings and/or enforcement action against the Tenant or Guarantor.

If any recovery is made from the Tenant or Guarantor by You, Our Insurer, Goodlord, or Our Appointed Adviser, the sum received will be applied in the following order:

- (1) to legal fees and costs incurred or paid by Us, Goodlord or Our Insurer;
- (2) to Rent Protection paid by Us, Goodlord or Our Insurer
- (3) if any balance remains after a) and b) have been repaid, then to You, but this will be subject to the deduction of all fees and any reasonable administration charge as may be applied by Us for activity relating to the recovery

For claims made under an incident which allows You to select Your own Appointed Adviser, You must tell the Appointed Adviser to have the adviser's Costs and Expenses taxed, assessed, and audited and/or have their claims file audited by Us, Goodlord or Our Insurer, if We ask for this. If it is established that the adviser's Costs and Expenses or any other costs have been billed which have not been agreed by Us, We reserve the right to refuse to pay these unauthorised costs.

5.5 Appealing the outcome of a claim

Appeals regarding the outcome of an incident, either made by or against You, must be notified to Us as soon as possible and within 10 days of the deadline for any appeal. Reasonable Prospects of success must still be present in order for an appeal to be considered.

5.6 Other insurance and apportionment of costs

If any adviser's Costs and Expenses or other costs or amounts covered by this service are also covered under an alternative insurance policy or would have been covered if service did not exist, We will only pay Our share of these costs.

5.7 Obtaining a legal opinion

We may require You, at Your own expense, to obtain an independent opinion from a barrister or other expert agreed between You and Us over a claim's merits, financial value or Reasonable Prospects of success. If the opinion supports You and there are clear merits in proceeding with that claim, the costs incurred by You in seeking that opinion will be reimbursed.

5.8 Disputes with Goodlord

If there is a dispute between You and Goodlord over this service, which cannot be resolved through their internal complaints handling process, You are entitled to seek a resolution through the Anguilla Financial Services Commission as long as You are eligible to complain.

Where the Anguilla Financial Services Commission cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by You and Goodlord. If Goodlord are not able to agree on the appointment of an arbitrator with You, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require You or Goodlord to pay the costs.

6. CANCELLATION RIGHTS

6.1 This service will continue until You or Us cancel it by giving to the other party at least 30 days' notice.

6.2 We can cancel this service at any time, where there is a valid reason to do so, subject to providing You with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (a) You have failed to cooperate with Us, Goodlord, or the Appointed Adviser and this failure has significantly hindered Our ability to deal with a claim or administer this service; and/or
- (b) a fee payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to You.

7. FRAUDULENT CLAIMS

7.1 If We have evidence that You have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled Us, Goodlord, or the Appointed Adviser when presenting relevant information in support of a claim, We reserve the right to cancel this service from the date of the alleged

claim or misrepresentation and recover from You any adviser's Costs and Expenses or other costs or amounts already paid in respect of that claim, which We otherwise would not have paid. We will also not refund any fees paid by You.

7.2 If fraudulent activity or false or inaccurate information is identified, We may, at Our discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and Use this information, which could result in a prosecution.

8. RENEWALS

8.1 Where We manage the Property or collect the Rent, the service will automatically renew and will continue on a monthly basis until it is cancelled by You.

8.2 Where the rent at the point of renewal or within a periodic tenancy is increased to exceed the maximum rental available under the service of £10,000 per month then the service will no longer be available and will be canceled.

9. GENERAL

9.1 The General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018

You hereby consent to Us processing data or supplying to third parties any information, or personal details on You as defined in the GDPR and the Data Protection Act 2018 for the performance of this contract. This means We may disclose such information on You to including but not limited to other agents or suppliers of services, utility providers, local authorities etc. where there is a legitimate interest to do so. Chestertons will only Use your personal information in accordance with Our Privacy Policy. We will record and retain sensitive personal data and You are entitled to request a copy of all data held about You and to have the same amended if found to be incorrect. Further details can be found at <https://www.chestertons.co.uk/privacy> or which can be provided upon request

9.2 Incorrect Information — Warranty from You to Us
You warrant that all the information You have provided to Us is correct to the best of Your knowledge and belief.

9.3 Electronic Documentation
Contracts which have been signed electronically (either by fax, email, scanning or Website authentication) are binding and admissible in evidence. For convenience, We may ask You, the Tenant or any prospective Tenant(s) to sign documentation electronically.

- 9.4 Proper Law and Jurisdiction
- (a) These Terms of Business shall be governed by and constructed in accordance with the laws of England & Wales and each of the parties submits to the exclusive jurisdiction of the English Courts.
 - (b) Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is Used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender had been Used.
 - (c) We reserve the right to assign Our rights and or obligations under this Agreement upon giving You written notice.
 - (d) We reserve the right to alter Our terms and conditions or administration Charges by giving You written notice.

9.5 Third Party Rights
Unless expressly stated otherwise, any person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

9.6 Complaints
At Chestertons, We endeavour to provide the highest levels of service. We do however recognise that on occasion things do not go according to plan. In such instances, Chestertons operates an internal complaints procedure. In the first instance, please contact the manager of the office or department concerned. If You are unable to resolve the matter with the branch/department manager and wish to escalate Your complaint, please send a summary of Your complaint by email to customer.service@campionsgroup.co.uk or write to: Campions Customer Service, 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL

Following Our response If You remain dissatisfied, You are entitled to refer the matter to the Property Redress Scheme within twelve months for review.

We are members of the Property Redress Scheme and abide by their terms of reference. You agree that We may disclose information relating to the letting of Your Property to the Property Redress Scheme, if You, the applicant or Tenant have registered a complaint and the Property Redress Scheme asks for it. You also agree that We may disclose Your contact details to the Property Redress Scheme if they ask for them, to assist in their monitoring of Our compliance.

10. CANCELLATION OF CONTRACT

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

10.1 Where We are entering into this agreement with You and You are a Consumer and the contract formed by these Terms of Business is either, what is known as an 'Off-Premises Contract' or a 'Distance Contract', You may have the right to cancel these Terms of Business without giving any reason within 14 days from the day You entered into them.

10.2 If You require the early commencement of Our services, You will become liable for Our Fees as set out in these Terms of Business.

10.3 If You do ask Us to commence services and You later cancel (during the cancellation period) You may be liable for Our Fees in connection with the performance of those services, which may include Our Fees in proportion to the services which We provide until the conclusion of the agreement.

10.4 If, in the cancellation period, We have made introductions that result in the sale of The Property Your right to cancel may be lost as We may have completed the terms of Our retainer and Our Fees may be payable in full.

10.5 To exercise Your right to cancel the contract within the 14-day period You must inform Us in writing of Your decision to cancel this contract. You may do so by letter sent by post to Chestertons of 5th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL or by email to cancellation@chestertons.co.uk. A cancellation form is provided below which You may wish to Use but You are not obliged to do so.

If You wish to cancel the contract within the 14-day period described above. You may Use this form if You want to but You do not have to. (Complete and return this form only if You wish to cancel the contract)

TO: Chestertons of	5 th Floor, The Lantern Building, 75 Hampstead Road, London, NW1 2PL
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I/We hereby give notice that I/We wish to cancel My/Our contract with Chestertons relating to:

Property Address:			
Name:			
Address:			
Signature	Date		