

streets ahead

TERMS OF BUSINESS



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The latest Terms of Business.
2023 Edition.



Streets ahead

Terms of Business

October 22

Before instructing Streets Ahead Ltd. please be sure that you have read and fully understand the fees involved and the terms under which Streets Ahead Ltd. will act on your behalf. This information can be found on the 'Lettings Terms of Business' and 'Services and Fees' sheet which are attached to the back of this document. By signing these terms you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

The owner(s), having the legal right to let the property hereby appoints Streets Ahead Ltd. of 219 Lower Addiscombe Road, CR0 6B (hereinafter referred to as the "Agent") to manage the property known as:

Property Address

Terms of Business Agreement

The owner(s) instruct(s) the Agent to supply the level of service indicated below and to pay the corresponding fee for that level of service along with the initial setup fee of £285 +VAT (£342 incl. VAT) along with referencing each renter listed on the tenancy agreement at a cost of £50 +VAT (£60 incl. VAT) per person.

Levels of Service

Letting with Rent Collection Service
Letting with Full Management Service

Oh Goodlord Limited ("Goodlord") has been engaged by us to provide energy supply management services, council tax and water supply registration for your Property.

You hereby authorise us to use Goodlord to manage the energy supply during any void period for the property. You acknowledge that this may result in a change to the electricity and/or gas supplier for the Property, but are aware that you will remain able to change to a different provider if desired.

You agree that we may pass your name and contact details to Goodlord for the purposes of managing the electricity and/or gas supply for the Property and completing registrations for council tax and water supply. Full details of how Goodlord process your information can be found at: <https://www.goodlord.co/privacy-policy>

Please print:

Property owner _____ (signature) _____

Property owner _____ (signature) _____

Property address _____

Director _____ (signature) _____

Signed at the agency's premises on [date]

Agent _____ (signature) _____

[date]

The owner(s) will hereinafter be referred to as "the Owner"

SERVICES AND FEES

Streets Ahead Ltd. offers multiple different levels of service to our letting clients. The fees charged for these levels of service are set out in the table below.

Please be aware that all fees shown on this document – whether they are displayed as a percentage of the rental value or as a single figure – are inclusive of VAT.

Management fee	Set-up fee	Service required
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Letting with Full Management Service	– 17.0% +VAT (20.4%incl. VAT)	
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Letting with Rent Collection Service	– 11.0% +VAT (13.2% incl. VAT)	
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For this property you have opted for a Letting with Full Management Service: £[XX.XX]+VAT (£[XX.XX] incl. VAT) to be charged monthly with a setup fee of £285.0+VAT (£342incl. VAT)

What is included in the different levels of service is set out on the 'Letting Terms of Business' sheet which will be detailed below.

In addition to the above, the following is a list of additional services which can be offered along with the fee which a trusted third party contractor ("Third Party") will charge for this service. Please be advised that whilst an estimate of the Third Party's fees are provided for standard works, these fees are subject to change. Works which are not routine will be subject to their own fees. The Agent will not be responsible for the fees quoted or charged by the Third Party, though the Agent will provide the Owner with an estimate of costs before instructing work and seek the appropriate authority to proceed, unless such authority has already been given within this Agreement. Where the Third Party fee is not known, the field will read 'TBC' or similar, or be left blank.

SERVICES

Tenant Referencing & Right to Rent Checks: per Tenant - £60incl. VAT

Check In & Check Out Fee: Each as follows:

Studio / 1 Bedroom Property - £67.50incl. VAT

2 Bedroom Property - £81.00incl. VAT

3 Bedroom Property - £94.50incl. VAT

4 Bedroom Property - £108.00incl. VAT

5 Bedroom Property or More - Price On Application

Check Out to be deducted when Notice is given

Gas Safety Certificate: - £84incl. VAT

Electrical Installation Condition Report: - £160incl. VAT

Energy Performance Certificate:

2 Bedrooms or Less - £90incl. VAT

3 Bedrooms or More - £114incl. VAT

Submission of NRL TAX to HMRC: - £90incl. VAT

Annual Submission of Section 19 Report to HMRC: - £30incl. VAT

Annualised Income & Expenditure Statement: - £90incl. VAT

Property Visits: at request of Rent Collection Clients - £90incl. VAT

Additional Property Inspections: at request of Clients - £90incl. VAT

Attending Property at Owners Request: - £60incl. VAT per hour

Attending Court on Owners Behalf: - £350incl. VAT per day

Issuing Notice Section 21 / Section 8 - £300.00 + vat

Letting Terms of Business ("the Terms")

This document sets out the responsibilities of both the Owner and the Agent.

A. Owner Obligations

1. To ensure that the Agent can provide a professional service, the Owner shall within a reasonable time of instructing the Agent, and at their own expense, provide the Agent with the following:

1.1. If the Owner is an individual, proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Owner is a group of individuals, provide the above proof of identity for each individual;

1.2. If the Owner is a limited company, a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1 above for a director of the company;

1.3. Evidence in the form of an up to date office copy entry supplied by Land Registry showing the Owner to be the owner of the Property. In the event that there is more than one person listed on the title register the Instruction Form must be signed by all registered owners;

1.4. Evidence that the Owner's mortgagee and/or superior owner have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of the Owner's mortgagee and/or superior owner is not required;

1.5. Provide to the Agent all information that the Agent may reasonably require in order to comply with the requirements of the Deposit Scheme.

1.6. Confirmation that the Property is not a House in Multiple Occupation ("HMO"), or in an area that requires a Selective Licence, or, if it is, that the necessary licence to let the Property has been obtained, and all necessary licence conditions have been complied with. If the licence has not yet been obtained then confirmation must be given that the application of the licence has been submitted. See 'HMO Management Service' section for more information;

1.7. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;

1.8. A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that the Owner has made available for renter(s) (if applicable);

1.9. Evidence that all furniture and furnishings made available, or intended to be made available, to the renter(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);

1.10. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Owner is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then the Owner must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to an E or higher before letting the Property;

1.11. Evidence that the Property is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;

1.12. Legionella Risk Assessment – the Owner is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;

1.13. Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;

1.14. Keys for the Property, at least one set for each individual renter and one set for the Agent (Full Management Service only); and

1.15. Evidence that the Property and the contents (as particularised in the inventory) are adequately insured; and

1.16. Electrical installation condition report valid for 5 years under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

2. If the Owner is unable to satisfy any of the requirements set out in clause 1 within a reasonable time the Agent shall have the right to rescind the contract. Further details regarding the termination of this agreement can be found in the Termination section of this Agreement. The requirements of clause 1 must be satisfied prior to the Property being marketed.

3. The Owner may instruct the Agent to satisfy the requirements of clauses A1.1 to A1.16 inclusive subject to the following:

3.1. If the Owner instructs the Agent in this regard the Owner will be required to pay the additional fees which are set out on the Services and Fees sheet.

3.2. The Owner will also be responsible for the cost of any equipment or contractors instructed. The Owner accepts that the Agent cannot be responsible for the negligence or recklessness of third parties instructed to undertake any of those requirements, and the Owner is advised to check that services provided are of sufficient quality and that documents provided are of sufficient accuracy.

4. The Owner agrees to allow a "To Let" or "Let And Managed By..." board, or similar, to be erected on the Property in a position of the Agent's choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007).

5. The Owner will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.

6. The Owner will keep the Agent informed of any changes to the Owner's contact details.

7. If the Owner is not based in England and Wales then the Owner must provide an address for service of notices in England and Wales.

8. The Owner will provide the renter(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the renter(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

B. Agent Obligations – All levels of Service

1. The Agent will perform the following services on behalf of the Owner ("the Services").
2. The Agent agrees to carry out the Services in a competent and professional manner.
3. The Agent will comply with the Owner's obligation under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 to check all smoke alarms in the Property on the first day of the tenancy.
4. 'Right to Rent' Check
 - 4.1. The Agent agrees to carry out such 'Right to Rent' checks as are required to comply with the requirements of the Immigration Act 2014 or such other legislation as are in force prior to the commencement of any tenancy of the Property. The Agent will always carry out the initial 'Right to Rent' checks irrespective of the level of service the Owner has chosen.
 - 4.2. If further 'Right to Rent' checks will be required during the term of a tenancy the Agent will let the Owner know at the commencement of the tenancy when such checks are required.
 - 4.3. Whether the Agent will carry out further 'Right to Rent' checks is dependent on the level of service the Owner has chosen, though the Owner will be advised of their obligation to carry out further Right to Rent checks in accordance with clause 4.3 above. In the event the Owner fails to carry out the Right to Rent checks having been advised of the need to do so by the Agent then the Agent will not be held responsible for any fines, costs, levies or prosecution that the Owner may experience.
 - 4.4. The Agent reserves the right to instruct third parties to carry out Right to Rent checks on their behalf – see Services and Fees sheet.

C. Agent Obligations - Letting with Rent Collection Service

1. The Agent agrees to visit the Property and recommend monthly or annual rental value, or such other period as shall be requested. Once approved by the Owner this sum ("the Rental Value") shall be used to calculate the Agent's fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value.
2. The Agent agrees to advertise and market the Property at the Rental Value.
3. The Agent agrees to accompany prospective renters to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavour to obtain feedback from prospective renters and to report such feedback to the Owner.
4. The Agent agrees to negotiate any offers from prospective renters on behalf of the Owner subject to the Owner's prior authority.
5. The Agent agrees to obtain a holding deposit equivalent to one week's Rental Value from suitable prospective renters to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019.

6. The Agent agrees to notify the Owner of the relevant details of suitable renters, including any offers made in respect of the Property, subject to the Agent's obligations under UK GDPR. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Owner, however the Agent will provide, at the very least, a general indication of the renter's suitability.

7. The Agent, unless otherwise instructed by the Owner, will instruct an independent referencing agency in order to obtain a credit reference report in respect of prospective renters who have provided a holding deposit in respect of the Property, or any guarantor of such prospective renters. The Owner agrees to pay the cost of obtaining a credit reference report as set out on the Services and Fees sheet.

7.1. The Owner accepts that the Agent is not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.

7.2. If the Owner instructs the Agent not to obtain a reference they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the renter(s) to pay rent on time, or at all, and breach of the Owner's insurance policy.

8. The Agent agrees to arrange for a suitable date of commencement for the tenancy. The Owner accepts that if a date of commencement is agreed but the Owner subsequently withdraws prior to commencement of the tenancy ('Abortive Tenancy'), the holding deposit will be returned to the renters in accordance with the Tenant Fees Act 2019 and the Owner will be responsible for the fees incurred by the Agent as set out on the Services and Fees sheet.

9. The Agent agrees to provide a standard form of tenancy agreement under an Assured Shorthold Tenancy, the cost of which is to be borne by the Owner as set out on the Services and Fees sheet. The Owner may inspect this prior to the commencement of the tenancy and may request amendments or additional terms, the cost of which is again to be borne by the Owner as set out on the Services and Fees sheet. The Owner accepts that the Agent is not responsible in any way for the legality or consequence of additional or amended terms in the tenancy agreement requested by the Owner and is advised to seek separate legal advice. Where an Assured Shorthold Tenancy is not the appropriate form of tenancy agreement, the Agent will provide the appropriate form of tenancy agreement.

10. The Agent agrees to comply with any of the Owner's statutory obligations for service of documents (for example, serving the How to Rent Guide on the renter(s)) at the start of the tenancy, but the Owner remains responsible for compliance with statutory obligations once the tenancy has begun. The Agent will advise the Owner of what and when additional documentation may need to be provided after the initial documents are served.

11. Where the tenancy is an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the renter(s) prior to the commencement of the tenancy and transfer the sum to the tenancy deposit scheme. The Agent will within 30 days of receiving the tenancy deposit register this with the Deposit protection scheme and provide them with their contact details. Failure on the part of the Owner to provide such information that may be required in order to register the tenancy deposit within 30 days of the tenancy deposit being received by the Agent shall result in the Agent returning the tenancy deposit to the renter(s). The Agent will within 30 days of receiving the tenancy deposit provide the renter(s) with the Prescribed Information and such information as is required to satisfy the requirements of Section 213 of the Housing Act 2004. For information about the deposit scheme, see the Tenancy Deposit Scheme section.

12. Where the tenancy is not an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the renter(s) prior to the commencement of the tenancy and hold the sum in the Agent's client account

13. The Agent agrees to arrange for a professional independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this agreement. The Owner agrees to bear the costs of this as set out on the Services and Fees sheet. The Owner accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk. If the Owner instructs the Agent not to obtain an Inventory and Schedule of Condition then they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property, including and in excess of the amount held as a tenancy deposit.

14. The Agent will collect all rents payable from the tenant(s) in respect of the Property at the intervals at which such rent becomes due.

15. The Agent agrees to transfer the cleared rental payments less their fees and other recoverable expenses within 14 days of receipt. The Agent shall also provide the Owner with a monthly statement of rents received ('the Statement') and, at the request of the Owner, provide the Statement to the Owner's accountant or other authorised person. Additional copies of Statements are available, the cost of which is to be borne by the Owner as set out on the Services and Fees sheet.

16. The Agent agrees to use their reasonable endeavours to contact the tenant(s) if the rent due under the tenancy agreement is not received when it falls due for payment. Full details of the rent chasing procedure can be provided upon request.

17. The Agent agrees to notify the Owner of any instances where rent or other sums due from the renters have been outstanding for more than 7 days, even if the payments have subsequently been received.

18. The Agent will contact the Owner three months before the end of the fixed term of the tenancy to enquire whether the Owner intends to renew the tenancy or terminate. If the Owner wishes to terminate then the Agent will be able to serve a notice to terminate the tenancy at the end of the fixed term, the fee for which is in the Services and Fees sheet. If the Owner wishes to renew the tenancy then the Agent will liaise with the renter(s) to see if they wish to renew. If the renter(s) wish to renew then the Agent will prepare a Renewal Agreement.

19. The Agent agrees to arrange for a professional independent inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the renter(s) surrendering possession of the Property. The Owner agrees to bear the costs of this as per the Services and Fees sheet. The Owner accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk.

20. The Owner accepts that it is his responsibility to communicate with the renter(s) at the end of the tenancy and agree how the tenancy deposit should be allocated. The Agent will only release the tenancy deposit on the written authority of the Owner and the renter, which must specify how much (if any) is to be retained by the Owner.

The Agent agrees to release the tenancy deposit within 10 working days of receipt of written instructions from the Owner and the renter.

21. In the event a settlement cannot be reached, the Agent will continue to hold the deposit for the duration of any claim that the Owner or the renter(s) may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.

22. If an agreement is not reached between the Owner and the renter(s) within 10 days, the renter(s) have the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. The Owner is advised that whilst the Agent can assist in this regard, if the Owner does not respond in a timely manner then the tenancy deposit scheme may adjudicate solely upon the renter(s) evidence.

23. The renter(s) may elect not to use their right to use the tenancy deposit scheme's adjudication process, or may not have the right to use it. In these circumstances, if there is still a dispute, the Owner must take steps to resolve the matter which may include issuing proceedings via the Court. The Owner should take legal advice in this regard. If the Owner does not take timely steps to genuinely resolve the matter then the Agent reserves the right to return the tenancy deposit to the renter(s) so that the Owner may pursue the renter(s) directly. The Owner is advised that the renter(s) also have the ability to pursue the Owner through the Court for the return of the tenancy deposit.

24. If the Owner elects to terminate this Agreement, the Owner must register with one of the authorised tenancy deposit schemes and provide the Agent with all of the information and documentation required to transfer the tenancy deposit to the Owner or the nominated scheme. If the Owner fails to do this the Agent shall return the tenancy deposit to the renter(s).

25. If the Owner elects to terminate this Agreement but retains at least one of the renter(s) originally found by the Agent then the Agent will be due a fee of £1,000 + VAT (£1,200 incl. VAT) per annum, until such time as all renter(s) originally found by the Agent have vacated the Property.

D. Letting with Full Management Service

1. If the Owner instructs the Agent on a Full Management Service, the Agent and Owner hereby agree to each clause under this heading, in addition to Sections C above.

2. In addition to Section C Clause 10 the Agent will continue to comply with any of the Owner's statutory obligations during the tenancy by notifying the Owner of the need for inspections to be carried out. Where these inspections generate documents that must be served on the renter(s) the Agent will serve these within any relevant statutory time limit.

3. The Agent agrees to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.

4. The Owner agrees that the Agent will retain from the initial rental payment a sum equivalent to one week's Rental Value ('the Fund'), which shall be held to create a repair fund. The Fund shall be replenished to the same level through deductions from subsequent rental payments if necessary. With the Owner's consent the Fund can be increased to more than one week's Rental Value.

5. The Agent agrees to carry out at least 2 visit per year to the Property to inspect the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance. The first visit will be carried out after the third month of tenancy and the second after the ninth month of tenancy. Following which inspections will be carried out at 6 month intervals. The Owner may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Owner as per the Services and Fees sheet. The Agent shall provide the Owner with an inspection report within 14 days or each visit.

6. The Agent, if agreed with the Owner, agrees to pay outgoings in relation to the Property provided the Agent holds sufficient funds in the Fund. The liability for such outgoings remains the responsibility of the Owner and the Agent will not accept any liability for late or missed payments.

7. The Agent will notify the Owner as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Owner or where the Agent is unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario the Owner must either arrange works themselves, or transfer sufficient funds to the Agent for the Agent to arrange for works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work. This will be charged at 10% of the total invoice cost. The Agent retains the right to refuse instructions of such work at which point the responsibility for such work will revert to the Owner.

8. The Owner authorises the Agent to instruct contractors to carry out general repairs and maintenance to the Property up to the value of the Fund. The Agent is under no obligation to seek the prior approval of the Owner to arrange such works. These works will be paid for from the Fund.

9. The Agent, except in the case of emergency, shall seek authority from the Owner before instructing contractors to carry out any works which will cost more than the Fund. Upon receipt of such instructions from the Owner, the Agent will instruct competent contractors to carry out the work. The Agent reserves the right to request sufficient monies to pay for such works before the Agent acts on the instructions.

10. In an emergency the Agent will have discretion to incur unauthorised works above the agreed Fund (see Section D Clause 4) provided. This discretion will only be exercised where the Agent has made an attempt to contact the Owner on three separate occasions using no fewer than two methods of communication provided to the Agent, and where failure to immediately remedy such works would cause the Owner and/or renter(s) far greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from the Owner directly.

11. The Agent, unless the Owner specifically asks it not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by the Agent and the Owner agrees to bear the cost of this as per the Services and Fees sheet. Works estimated to cost in excess of £10,000.00 (inclusive of VAT) will be chargeable by the Agent at a higher rate and the Owner agrees to bear the cost of this.

12. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.

13. The Agent agrees to negotiate between the Owner and the renter(s) in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. The Agent will in the course of this accept all reasonable instructions from the Owner but must also abide by a general doctrine of fairness in all cases. The Owner agrees to bear the cost of the Agent's time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Services and Fees sheet. The Owner is referred to 'The Tenancy Deposit' section of this Agreement for more information.

14. The Agent will not be responsible for the management of any areas that are not demised to the renter(s) as part of the Property.

E. Void Management

1. If the Owner instructs the Agent on a Void Management Service, the Agent and the Owner hereby agree to each clause under this heading.

2. The Owner agrees to pay the Agent £120. +VAT (£144incl.) per week for the Void Management Service. The Owner agrees to pay this fee in advance of each month.

3. The Agent agrees to visit the Property once per week (during normal office hours) and recommend to the Owner any repair or maintenance deemed necessary for the Property, and to seek the Owner's instructions as to the carrying out of such work. Upon receipt of such instructions from the Owner, the Agent will instruct competent contractors to carry out the work required. The Owner agrees that the Agent will charge an administration fee of 12% of the net invoice for such works.

4. The Owner agrees to provide the Agent with funds as indicated on the Services and Fees sheet in order for the Agent to employ contractors to carry out agreed works.

5. The Agent will be responsible for liaising with insurance companies and utility companies where necessary and will attend the Property to allow access for contractors.

6. Oh Goodlord Limited ("Goodlord") has been engaged by us to provide energy supply management services, council tax and water supply registration for your Property.

7. You hereby authorise us to use Streets Ahead to manage the energy supply during any void period for the property. You acknowledge that this may result in a change to the electricity and/or gas supplier for the Property, but are aware that you will remain able to change to a different provider if desired.

8. You agree that we may pass your name and contact details to Streets Ahead for the purposes of managing the electricity and/or gas supply for the Property and completing registrations for council tax and water supply. Full details of how Goodlord process your information can be found at: <https://www.goodlord.co/privacy-policy>.

9. Once the Renter has taken possession of the property, they can choose an appropriate supplier if they wish.

F. Fees

1. The Owner agrees that the Agent's fees shall be payable where the renter(s) (or an individual introduced as part of a group of renters) are found as a result of a viewing conducted by the Agent and/or due to the advertising of the Property during this Agreement and/or through the Owner's own contacts and/or through a third party's contacts whilst this agreement is in force. For the avoidance of doubt, in the event the Owner instructs multiple agents to market the Property, if the Agent has conducted a viewing with prospective renter(s), but the prospective renter(s) (or an individual introduced as part of a group of renters) agrees a tenancy for the Property through another agent, the Agent reserves the right to charge a fee for their work. The fee for this is set in the Services and Fees sheet as Abortive Tenancy (Property marketed).
2. The Agent's fees, as well as any other sums that may be owing to the Agent from the Owner, will be deducted from the Rental Value, though the Agent reserves the right to charge the Owner directly for any shortfall. For the avoidance of doubt, in the event the renter(s) do not pay part or all of the rent to the Agent or otherwise, the Agent reserves the right to invoice the Owner directly for the fee.
3. For invoicing purposes the Agent's fees are owed each month in advance coinciding with the first day of the tenancy. The Agent reserves the right to change the invoicing period to coincide with the way the rent is paid.
4. If the fees outlined under this heading are not paid by the Owner by the due dates, interest shall accrue at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc. If any payments remain outstanding for 21 days or more, the Agent shall be entitled to suspend the Services for the Owner until such sums are paid in full. The Owner agrees to pay all fees incurred by the Agent in collecting outstanding sums.
5. The Owner agrees that any fees due to the Agent and payable by the renter(s) under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim the Owner has against the tenancy deposit.
6. The Agent reserves the right to recover any fees due to them and payable under the terms of the tenancy agreement from the Owner in the event that they cannot be recovered through the tenancy deposit.
7. VAT will be levied at the prevailing rate. Where fees are quoted inclusive of VAT within this Agreement, the VAT is calculated at the current rate of 20%.
8. The Agent reserves the right to alter the figures in the Services and Fees sheet. The Agent will give the Owner 1 months' notice and the fee alteration will take effect on the next date on which fees are due once the notice has expired.

G. The Tenancy Deposit

1. Assured Shorthold Tenancy Deposits

- 1.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government authorised tenancy deposit protection scheme.
- 1.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

1.3 We are a member of the Tenancy Deposit Scheme, which is a government authorised tenancy deposit protection scheme, administered by:

The Dispute Service Limited
 West Wing, First Floor
 Maylands Building
 200 Maylands Avenue
 Hemel Hempstead
 Herts
 HP2 7TG
 Phone: 0300 037 1000
 Web: www.tenancydepositscheme.com
 Membership Number - G04934

1.4 If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

1.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

- a) fails to give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
 Email: deposits@tenancydepositscheme.com

1.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

1.7 The Scheme rules are available to view and download from www.tenancydepositscheme.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

2 During the tenancy

2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

2.2 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

2.4 At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].

2.5 Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

3 Where there IS a dispute about the deposit at the end of the tenancy

3.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

3.3 If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

3.4 If we protect a deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

3.5 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.

3.6 If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

3.7 Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution.

If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

3.8 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

3.9 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

3.10 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

4 Consent to use personal information

4.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

5 Our duty to provide correct and complete information

5.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

6 Where the tenancy is not an AST

6.1 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will take its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

6.2 If a dispute arises you, we or the tenant will contact the Scheme. Then:

a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);

b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
 c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

6.3 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

7 Where you instruct us that you do not want us to protect an AST deposit

7.1 If the deposit relates to an AST and

7.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.

7.2 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.

7.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

8 Joint Landlords

8.1 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement

9. Flatfair Limited ("Flatfair") provides deposit-replacement services (the "Flatfair Service") through www.flatfair.co.uk (the "Flatfair Portal").

9.1. Streets ahead uses Flatfair Limited to provide a Deposit replacement product (No Deposit). Flatfair's privacy policy can be found at <https://flatfair.co.uk/privacy-policy/>. In the event, you do not wish to accept potential tenants using the flatfair No Deposit option please advise of this decision prior to marketing your property for let.

9.2 Where, following an introduction by Streetsahead, the tenant purchases a Flatfair NoDeposit, from Flatfair Limited, the Tenant maintains the No Deposit throughout the rental period in substitution of the Cash Deposit referred to in clause C11

9.3 Streets ahead shall be entitled to receive a commission payable by Flatfair;

9.4 The Landlord accepts that the Flatfair No Deposit will be subject to the Flatfair terms and conditions, which will be provided to the Landlord by Flatfair and is also available by contacting support@flatfair.co.uk; and

9.5 Streets ahead shall as soon as reasonably practicable inform the Landlord in the event the Flatfair No Deposit is cancelled, in which case Streets ahead shall, at the request of the Landlord, collect the Cash Deposit in full from the tenant.

H. Rent Protection Service

1. Where this option is selected, in support of the satisfactory Renter Assessment, Streets Ahead Ltd. is prepared to provide to the Owner a rent and legal protection service in accordance with the terms detailed below and subject to any separate terms and conditions as provided to the Owner.

2. In the event that the renter(s) default on a payment of rent within the first 12 months of the tenancy and that rent remains outstanding for a period of 30 days, the Agent will pay rent monthly to the Owner. No payments will be payable in respect of outstanding contractual rent as may be owed by the renter(s) once the renter(s) cease to reside in the property. Payments will be made subject to any deductions agreed or any charges that are outstanding as set out in the Terms.

3. Payments shall be made by the Agent subject to the following conditions being met by the Owner:
 A satisfactory reference has been obtained for each renter and each guarantor from an approved referencing service within 60 days of the tenancy commencement and that all the terms of the reference have been complied with.
 A detailed inventory of the contents and the condition of the Property has been carried out and agreed to by the renter(s). Clear and up to date rental records have been kept.
 The renter(s) are 18 years of age or more.
 There is an appropriate and correctly executed tenancy agreement in place that has been signed by all parties.
 One month's rent and a deposit of at least one month's rent has been collected prior to the occupation of the Property by the renter(s) or the renter(s) have agreed to and purchased an approved deposit replacement alternative

4. Payments will not be paid out under this service if:
 Any default is reported to the Agent after 31 days from when the rent was due.
 The default has arisen due to the Owner not fulfilling their obligations as specified in the tenancy agreement.
 The Owner acts without the consent of or against the advice of the Agent.

The Owner is in breach of any rules or requirements relating to the deposit.

Where a substantiated allegation of dishonesty or violent behaviour has been made against the Owner.

The arrears relate to someone legally taking the Property away from you, or restrictions or controls are placed on your property by any government or public or local authority. A defence and / or a counterclaim is raised during the course of any proceedings instigated by the renter(s) seeking to off-set unpaid rent

I. Termination

1 Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this Agreement will continue until it is ended in accordance with the clauses below.

2. Within 14 days of instructing the Agent under the Terms the Owner may change their mind and cancel the instruction. The Owner does not have this power if they arranged and signed the Terms in the offices of the Agent.

3. The Owner may terminate this Agreement by giving three months' written notice to the Agent. The Owner agrees to pay all fees owed to the Agent up to the date of termination on or before the date of termination.

4. The Agent agrees to prepare and serve on the Owner within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to the Owner.

5. Any fees payable as part of this Agreement shall continue to be payable until the applicable notice period, as set out above, has passed.

6. Notwithstanding the above, this Agreement shall continue to apply with the Agent due a fee of £1,000 + VAT (£1,200incl. VAT) per annum, until all renter(s) found by the Agent have vacated the Property.

7. The Agent may terminate this Agreement immediately by written notice to the Owner if the Owner is in breach of the Agreement, including non-payment of fees, or where any act or omission on the part of the Owner makes it impractical or impossible for the Agent to continue to provide the Services.

8. Notwithstanding the above, the Agent may terminate this Agreement by giving three months' written notice to the Owner.

J. General Terms

1. Without prejudice to the generality of the Agreement, the Agent will comply with all reasonable instructions from the Owner from time-to-time in respect of the management of the Property or any part of it.

2. The Owner will indemnify the Agent from and against all loss and expense the Agent suffers in consequence of any act or omission of the Owner, including legal fees.

3. The Owner agrees that the Agent is not responsible for non-payment of rent (whether in part or in full) on the part of the renter(s).

4. The Owner agrees that the Agent is not responsible for loss or damage (whether direct, indirect or consequential) sustained as a result of the Agent being unable to discharge any liability of the Owner due to having insufficient funds in the Fund.

5. The Owner agrees that the Agent is not responsible for managing or overseeing the Property when there is no tenancy agreement in place, unless the Agent is instructed under the Void Management Service.

6. The Owner agrees that the Agent is not responsible for showing the renter(s) how to use any of the appliances, fixed or moveable, in the Property.

7. The Owner remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.

8. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Owner accepts that it is thereafter the Owner's responsibility to collect those keys from the Agent.

9. The Owner agrees that if a person who has been introduced by the Agent, or introduced by somebody who was introduced by the Agent, takes a tenancy of the Property by direct arrangement with the Owner, or another agency, within 12 months of that introduction then the Owner agrees to remain liable for a fee of £1,000 + VAT (£1,200incl. VAT) per annum, for the remaining term of the tenancy.

10. Upon the Owner signing this Agreement, the Agent shall be deemed to be instructed to sign on the behalf of the Owner all documents necessary to affect an Assured Shorthold Tenancy, or other tenancy if an Assured Shorthold Tenancy is not appropriate, of the Property. The Agent will use its reasonable endeavours to notify the terms of such documents and seek the approval of the Owner prior to affecting the same. The Owner accepts that if the Agent is unable to contact the Owner, the Agent may agree to terms it considers reasonably acceptable.

11. The Owner agrees that any interest incurred on monies being held for the Owner will belong to the Agent, with the exception of the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.

12. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be severed and the remainder of this Agreement shall continue in full force and effect where possible.

13. The Agent may employ sub-contractors to carry out any part of the Services.

14. The Owner accepts that the Agent is unable to provide advice in relation to the liability of the Owner for tax on income arising from the letting of the Property and the Owner confirms that he shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Owner when the Property is let, including confirmation of the rental income received. The Owner's attention is drawn to the 'Tax' section below.

15. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.

16. Reference to any statute or statutory provision shall be deemed to include any statutory modification or reenactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.

17. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.

18. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

19. The Agreement shall be governed by the law of England and Wales, and the Owner submits to the exclusive jurisdiction of the courts in England and Wales.

20. This Agreement, including all documents attached hereto, including but not limited to the Instruction Form and Services and Fees sheet embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.

21. This Agreement may be amended only by written agreement signed by both the Owner and the Agent. No provisions in this Agreement may be waived excepted by a written document signed by both the Owner and the Agent. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of this Agreement.

22. In the event that the Agent sells their business to a third party, the Owner consents to the third party providing the Services and abiding by the Terms in place of the Agent, subject at all times to the Owner's right of cancellation set out in the Terms.

K. Commissions

1. The Agent may receive commission from any contractors employed and/or instructed on behalf of the Owner to undertake works and/or repairs to the Property at an agreed percentage rate of the invoice total. The commission payment is payable by the contractor and is not owed by the Owner or to the Owner.

L. Limitation of Liability

1. The Agent shall have no liability to the Owner for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by the Owner which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.

2. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect in performance of the Services which are performed other than by the employees of the Agent.

3. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Owner by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under the Agreement of the provision of the Services.

M. Tax

1. If the Owner is a UK resident, the Owner is obliged to notify the Agent where they will be living, working or travelling abroad (outside of the United Kingdom) for more than six months. If the Owner satisfies the above condition, or otherwise lives permanently outside of the United Kingdom, the Owner may become liable for Non-Resident Owner Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide the Owner with an NRL8 Approval Number. The Agent will then deduct the appropriate amount of Non-Resident Owner Tax from any rent paid by the renter(s) and forward it to HMRC. The Owner is advised to seek their own legal advice in respect of their tax liabilities.

N. Owner's Insurance Referral

1. The Agent advises that its owner customers ensure they have suitable insurance in place which meets their needs. The Agent can provide information on insurance provided by their provider, and a leaflet is enclosed with this Agreement. The Agent may receive a referral fee/commission from the Insurance Provider if the Owner takes out a policy with them.

O. Data Protection

1. The Owner is responsible for ensuring that any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) supplied by the Owner to the Agent has been collected within the terms of the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018).

2. The Agent agrees to process any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) in accordance with the lawful and reasonable written instructions from the Owner. The Agent reserves the right to refuse to provide data where such provision would breach the Agent's obligation to the above Regulation.

P. Force Majeure

1. The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond their reasonable control.

Q. Notices

1. Any notice or other communications to be given under the Agreement shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery to the relevant addresses stated in the Agreement. Communications shall be deemed to have been received at the time of delivery if delivered by hand or two working days after posting, if posted.



streets ahead

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