



**BNR Property Services**  
A complete property management solution

Correspondence Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT  
Tel: 01509 276535 Email: [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk)

Terms of Business for:

Repairs and Maintenance: Call handling and Property services on behalf of the Property Owner to the Tenant 24 hours a day 7 days a week.

**YOU MUST BE THE PROPERTY OWNER TO COMPLETE THIS AGREEMENT OR HAVE PERMISSION ON BEHALF OF THE PROPERTY OWNER TO COMPLETE THIS AGREEMENT.**

Welcome to BNR Property Services Limited Emergency Call Out Repairs and Maintenance service. The Terms & Conditions of the Agreements entered into when purchasing the Emergency Call Out Repairs and Maintenance service.

BNR Property Services Limited Emergency Call Out Repairs and Maintenance service with the two serviceable options are clearly set out below as option 1 and option 2. Permission to repair or mend anything of a non-urgent nature must be sent by quotation to the property owner to proceed and agree the quotation to proceed and make payment to BNR Property Services Limited further to this service agreement. The property and its content will be made safe on your behalf, the Property Owner awaiting instruction to proceed

For the purposes of this agreement and correspondence with You, Your Property Repairs and Maintenance call out options refers to the Terms collectively. BNR Property Services Call Out Repairs and Maintenance service can involve contracting with a third party or an insurer.

The Terms & Conditions of this service agreement are set out below in the terms of the agreement under which we agree to arrange and administer your service from the terms and conditions with your choice of the options below chosen by you. The premium due for our services are detailed below in this agreement, If you are uncertain of this information then please call our Repairs and Maintenance Team on: 01509 276535 Monday – Friday 9am – 5pm (except weekends and Bank Holidays) who will be happy to discuss this with you to answer any queries or questions you may have. Services are designed to meet the needs of a customer who requires assistance, in the event of a Property Repairs and Maintenance Breakdown day or night. Two times per property in a 12-month period per issue, and, if we are unable to repair the problem or provide a quotation, we will search for a local repairer to put you in contact with.

We have two service options for Property Owners to take advantage of if you need help, managing your property with repairs and maintenance. Or simply live too far away to assist in matters of simple repair or for those out of hours emergencies.

You need to be the Property Owner to take out any of our services and choose between option 1 or option 2. We offer a per property arrangement or a membership agreement of up to 10 properties being listed for a period of 12 months of where your membership will need to be renewed.

#### Option 1

We have a team day and night to answer calls between your Tenant and you liaising directly with the Tenant on your behalf.

#### Option 2

Option 1 is included in this service, as well as visiting the property day or night to make the property safe until the morning. For you the Property Owner to take the necessary steps to contact Contractors or Property Repairs and Maintenance Teams directly to obtain suitable quotations to get your property back in working order.

We also offer a free quotation to you from our Repairs and Maintenance team and sub-contractors who carry all the necessary Insurances to complete works of this nature and include Employer and Public Liability Insurance.

We can arrange and complete Gas Safe Tests and EICR Certificates for Gas and Electrical Testing if required. For this service please tick the relevant box on the agreement below and one of our Engineers will be in touch to give a very competitive quotation. Please remember your Gas Safe Test is required every 12 months and your EICR every 5 years to keep within the terms of the current legislation.

Services	Option 1	Option 2	
<b>Per Property</b>	<b>£5.00 Per Calendar Month</b>	<b>£25.00 Per Calendar Month</b>	
<b>Per Property Owner (up to a limit of x10 Properties)</b>	<b>£20.00 Per Calendar Month</b>	<b>£40.00 Per Calendar Month</b>	
Take call from Tenant refer to Property Owner by Telephone or email 24 hours a day, 7 days a week.	★	★	
Liaise with Tenant from Property Owners Instructions over the Telephone or by email.	★	★	
Attend to provide a quotation for the Repairs and Maintenance call out within office hours	★	★	
Attend Property to make safe outside of office hours Monday – Friday 9am – 5pm to include weekends and Bank Holidays		★	
Attend to provide a quotation for the Repairs and Maintenance call outside of office hours Monday – Friday 9am – 5pm to include weekends and Bank Holidays		★	

Provide a Free quotation to complete repairs and maintenance work required

Provide a Quotation for Gas Safe Test

Provide an Electrical EICR Test

With reference to our Repairs and Maintenance Terms of Business please see our Terms of Business attached to the back of this Agreement for any quotations presented and works completed by BNR Property Services Limited and/or our Sub Contractors.

**If the Repairs and Maintenance Fault is continuously reported of the same fault on more than 3 occasions with no repair or permission to repair from the Property Owner, a charge of £30.00 inclusive of VAT will be made when the 3<sup>rd</sup> Call is received.**

Website: [www.bnrpropertyservices.co.uk](http://www.bnrpropertyservices.co.uk) Email: [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk)  
Registered Address: 9 Brook Street Wymeswold Leicestershire LE12 6TT Tel: 01509 276535  
Company Registration Number: England 07026727 VAT Reg No: 135 4256 25

**Option 1 to proceed (if you are looking to take out option 2, please proceed to page 5)**

**Full Name and Address of Property Owner**

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**Postcode**.....

**Telephone Number**.....

**Mobile Telephone Number**.....

**Email Address**.....

**Rental Property Address to be covered by option 1**

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**Postcode**.....

**If applicable**

**Name of Tenant**.....

**Mobile Telephone Number**.....

**Remember if the call is an Emergency nature of a Repairs and Maintenance report, the Tenant should be available at the property for access. If you feel access keys are required to manage the Repairs and Maintenance call outs, we can collect these from you and keep in a locked safe at our office.**

**Option 2 to proceed**

**Full Name and Address of Property Owner**

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**Postcode**.....

**Telephone Number**.....

**Mobile Telephone Number**.....

**Email Address**.....

**Rental Property Address to be covered by option 2**

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**Postcode**.....

**If applicable**

**Name of Tenant**.....

**Mobile Telephone Number**.....

**Rental Property Address to be covered by option 2**

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**Postcode**.....

**If applicable**

**Name of Tenant**.....

**Mobile Telephone Number**.....









The call out services 24 hours a day repairs and maintenance to property only in full if you require assistance where cover is available: The services are detailed in this agreement, only applies for those ordinarily resident in the UK and being the Property Owner of a Property within the United Kingdom in the Area of England. This does not include the Channel Islands, Isle of Man, Wales or Scotland where this service is not available. How to contact BNR Property Services Limited for call outs to Property the Property Owner of this Agreement owns. Monday – Friday 9am – 5pm, the repairs and maintenance service number should be used 01509 276535 or the email address: [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk). After 5pm, Weekends and Bank Holidays the Emergency Call out Number will be provided with an instruction list of what to check before calling to save the Property Owner on any costs. If you contact Contractors directly you will have to settle the bill and BNR Property Services Limited will not be obliged to reimburse you.

How BNR Property Services Limited will identify that Your Property is entitled to assistance: BNR Property Services recommends that the customer number is kept at the registered address for a quick efficient service. BNR Property Services Limited will assume that anyone calling on behalf of the property is authorised by You to request assistance for that property. When the Tenant/Contact contacts BNR Property Services Limited for assistance, they will be asked to provide the Property Owners name and the service property address before being asked about the repairs and maintenance problem they are facing to ensure that only those who are entitled to receive service do so. Also checks are made to ensure payments are up to date from the Property Owner on any service call request, for the service to be provided. BNR Property Services Limited, reserves the right to refuse service if this information cannot be provided or payments from the Property Owner are not up to date. For further details please refer to General Terms & Conditions, you should advise BNR Property Services Limited immediately of any changes to name or address of the Property Owner and any changes to the Property(ies) being under the service.

Please refer to General Terms & Conditions, If you are provided with our service(s) but default in making payment for your service: Subject to any statutory rights you may have as a consumer, if the BNR Property Services Limited provides assistance services, at your request or at the request of someone who BNR Property Services Limited believes is entitled to request assistance under your this agreement and subsequently it becomes apparent that you have not paid for your service then BNR Property Services Limited will be entitled to charge you for the services actually provided. If you're not a BNR Property Services Limited customer or don't hold the relevant level of cover: If you are not entitled to any BNR Property Services Limited assistance or you are not, at the time of the call out, entitled to the particular service(s) you require, BNR Property Services Limited may still be prepared to provide the required assistance. However, if so, in addition to paying the price for the relevant BNR Property Services Limited service, a supplementary premium will be payable. The cost of this premium will be confirmed to you at the time of purchase. This would usually work out to the full 12-month premium.

If you need to complain We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation. There are a few ways you can contact us: By Phone: 01509 276535 By Email: [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk) or By Post: The Manager Repairs and Maintenance Division BNR Property Services Limited 9 Brook Street Wymeswold Leicestershire LE12 6TT. We will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we have concluded our investigations within this period. If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period, we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take. Definition of words and phrases used in this agreement some common terms are used to make this agreement easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below. 'BNR Property Services Limited' 'We' 'Us' 'Our' means BNR Property Services Limited of the service provided. 'Call out' means an event: which causes the Property Owner/Tenant of the relevant property to need assistance with the property registered with failure of it to function, the relevant Property. 'Property Owner' means the person to whom the service

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documentation is addressed, and whose address is recorded with BNR Property Services Limited as the home address of the Property Owner registered under the relevant service agreement. 'Property Owners Home Address' means the address which BNR Property Services Limited has recorded as the home address of the Property Owner at the time of the relevant incident. 'Agreement Year(s)' means the period(s) of 12 months commencing from the start of the Agreement or from any anniversary of the start of that policy. 'You', 'Your' means: The Property Owner and any person who is living in, and who requests assistance for, a property which is registered under our Call out repairs and maintenance service with BNR Property Services Limited. 'Your Property' means: The property which has been registered for service with BNR Property Services Limited at the time of the relevant incident; and provided always that any such property meets the current property legislation.

About the service Duration of cover service is available on an annual recurring payment basis. The duration of the agreement is 12 months. Service must be paid for annually in a lump sum or monthly by standing order. As cover is paid for by you it will automatically be renewed at the end of the 12-month service agreement Year unless the Property Owner tells us otherwise or we have advised to the contrary. The Property Owner will always be notified in advance of renewal and have the opportunity to cancel their service agreement with effect from renewal. Properties are only allowed with this service if they meet the current legislation of safety and permissions set out by the Housing Act Policy and Government Terms. BNR Property Services Limited is not obliged to undertake more than 3 changes of property within the service Year.

### **General Terms and Conditions**

#### General exclusions

BNR Property Services Limited call out services does not provide for: a. Any Property servicing or re-assembly For example, where servicing or re-assembly is required as a result of neglect or unsuccessful work on the property (including, but not limited to, DIY property maintenance), other than that on the part of BNR Property Services Limited or its agents; b. material and labour costs, that is the cost of parts or other labour required to repair Your property, other than labour provided by BNR Property Services Limited or its agents at the scene of the call out to make the property safe; c. Any Electrical or plumbing costs, or a qualified engineer to attend the property are not covered by this service but on 24-hour standby to attend at a charge. the only service BNR Property Services Limited will make available to you will be to arrange for your property to gain a quotation for repair to be authorised by you. All Gas Safe and Electrical testing certificates must be up to date if the property is rented.

If the Tenant is locked out of the property or has no access to gain entry 24 hours a day, you will be advised, and a 24-hour locksmith made available to attend at cost.

Specialist lifting equipment, that is the cost of any specialist lifting equipment (not normally carried by BNR Property Services Limited Engineer), if this is, in the view of BNR Property Services Limited, required to provide assistance e.g. when the roof of a property has collapsed, is standing on soft ground or is stuck in snow or floodwater. In these instances, BNR Property Services Limited will arrange access and support but at Your cost. Once the property has been considered safe, normal BNR Property Services Limited service will be provided.

We will endeavour to make the property safe with the out of hours call out service if option 2 is taken out for our services and immediately report to the Property Owner the findings, providing a quotation to repair. If option 1 is taken from our cover options the emergency call will be reported to the Property Owner by call or email for the Property Owner to take over the enquiry,

BNR Property Services Limited reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to: a. Repeat breakdowns within 28 days, that is where service is requested to deal with the same or similar cause of breakdown (including Boiler running out of pressure or charge) to that which BNR Property Services Limited attended within the preceding 28 days. It is Your responsibility to make sure that emergency repairs carried out by BNR Property Services Limited are, where appropriate, followed up as soon as possible by a permanent repair. BNR Property Services Limited shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of BNR Property Services Limited or its appointed agent; b. Unattended Properties, that is where You are not with Your Property at the time of the breakdown and You are unable to be present at the time that assistance arrives; c. Unsafe, unlawful properties, that is where in BNR Property Services Limited reasonable opinion, immediately before the relevant breakdown or accident, Your Property was dangerous, uninhabitable or otherwise unlawful to current Property Legislation. Without restricting the generality of BNR Property Services Limited rights under this provision and Your responsibility to comply with all applicable legal requirements and current Property Legislation; d. Assisting where unsafe or unlawful activities, that is where other than solely as a result of a failure on the part of BNR Property Services Limited, the giving of service would involve any breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of BNR Property Services Limited health and safety duties); e. Delay in reporting, that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (BNR Property Services Limited may agree to extend this period in exceptional circumstances); f. We cannot verify your cover, that is where You cannot produce a valid customer number (or appropriate receipt). If this cannot be produced, and BNR Property Services Limited is unable to verify that the appropriate Option 1 or Option 2 services is held, BNR Property Services Limited reserves the right to refuse service. BNR Property Services Limited may, at its discretion, offer service on the immediate payment (by BACS Bank Transfer) of the usual price for Cover, plus an additional premium for joining while already requiring assistance.

The cost of this will be confirmed to you prior to purchase. The amount paid will be fully refunded if it can be established that Services was held at the time of the call out.

#### In the event of a refund

No refunds will be given if Your Cover entitlement cannot be proved, or simply because Your Property cannot be fixed at the time of the call out.

Unreasonable behaviour, that is where BNR Property Services Limited reasonably considers, on reasonable grounds, that You: (i) or anyone accompanying You, or who is receiving, or entitled to receive assistance in connection with Your services provided, is behaving or has behaved in a threatening or abusive manner to BNR Property Services Limited employees, Engineers or agents, or to any third party contractor; or (ii) have falsely represented that You are entitled to services that You are not entitled to; or (iii) have assisted another person in accessing BNR Property Services cover options to which they are not entitled; or (iv) owe BNR Property Services Limited money with respect to any services, materials or other matters provided by BNR Property Services Limited or by a third party on BNR Property Services Limited instruction

#### Additional services

Any additional services made available by BNR Property Services Limited which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

#### Use of agents

Service from dedicated Repairs and Maintenance Contractors is subject to availability and may be supplemented by use of appropriate agents. BNR Property Services Limited will only accept responsibility for the actions of an agent where the agent is acting on BNR Property Services Limited instruction.

### Requests for assistance

All requests for assistance must be made to BNR Property Services Limited using the contact instructions provided from BNR Property Services Limited upon taking option 1 or option 2 cover services provided.

If You contact a Contractor directly, you will have to settle its bill and BNR Property Services Limited will be under no obligation to reimburse You for the cost of call out or repairs.

### Emergency nature of breakdown service

BNR Property Services Limited are trained and equipped to carry out emergency repairs or make the property safe until a qualified Engineer for the service required can attend to provide a quotation. BNR Property Services Limited are not in a position to comment on the general safety or Property regulations required at your property on or after a call out or an emergency repair. In addition, whilst BNR Property Services Limited and their Contractors and Agents will exercise such care & skill as is reasonable in a property call out emergency situation in determining whether the property is safe to use, completion of an emergency repair cannot be taken to signify or in any way guarantee the general worthiness of the property safety.

### Cancellation & Suspension of Services.

The Property Owner has the right to cancel their Service Agreement within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date where renewing cover) or the receipt of the email confirming payment of the service requested, whichever happens later. The following refund policy will apply for cancelling Service Option 1 or Option 2 of this Service Agreement within the cooling off period: a) The Property Owner will receive a refund of the Service Option premium paid, less BNR Property Services Limited cancellation fee. However, if you have already received assistance then no cancellation refund will be due. You must not, in any event, make further use of the cancelled Policy. Cancellation of Cover Charge: £60.00 (Inclusive of VAT).

Outside of any relevant cooling off period (on joining or renewal) the Property Owner may cancel their Policy however, there will be no refunds for cancellation except when cancellation is requested by or on behalf of a Property Owner because the cover ceases to be of benefit to the Property Owner for one of the following reasons: 1) death of the Property Owner; 2) the Property Owner is permanently unable to be responsive due to illness or injury Any refund will be on a pro rata basis. BNR Property Services Limited the right to require the production of appropriate evidence to prove the reason for cancellation where a pro rata refund is claimed. If the Property Owner does not meet the above cancellation criteria.

You cannot suspend the policy throughout the 12-month term of cover provided.

Cancellation of the service if the service was taken out where BNR Property Services Limited was, or is, entitled to cancel an existing or previous Service Agreement under the above clauses in this section, you behave inappropriately to any representative of BNR Property Services Limited by acting in an abusive manner via any communication medium. e) if BNR Property Services Limited has in the previous 6 months, chosen not to renew or has cancelled another Service Agreement taken out by the Property Owner. In the event that BNR Property Services Limited decides to cancel Your service under this clause, that service will be cancelled with effect from the Property Owners receipt of the BNR Property Services Limited written notification of cancellation. Notification will be deemed to have been received by the Property Owner two days from the date of BNR Property Services Limited letter of cancellation, if BNR Property Services Limited writes to you, or immediately if BNR Property Services Limited notifies the Property Owner electronically. Changes to your Recurring Payment Authority details, Payments must be made by Bank Transfer or Standing Order on the 1<sup>st</sup> of the Calendar month, you must cancel your recurring payment to BNR Property Services Limited. Please note no refunds will be given on cancellation of the Policy whether paid in full or by monthly instalments due to a breach of the term above.

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BNR Property Services Call out options can only be paid for annually by Bank Transfer or Continuous Standing order (set up by the Property Owner) and the Services will be automatically renewed at the end of each Service Year unless the Property Owner tells us otherwise. A reminder will be sent, giving at least 14 days' notice, advising of the cost of the services and of any changes to its Terms and Conditions which will take effect at renewal. If a Property Owner does not want to renew on this basis, they should notify BNR Property Services Limited by the relevant renewal date. Where the Property Owners decision not to renew is received within the 7 days leading up to the relevant renewal date, A decision not to renew should be notified by contacting BNR Property Services Limited via email: [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk) or in writing to: BNR Property Services Limited Repairs and Maintenance Section 9 Brook Street Wymeswold Loughborough Leicestershire LE12 6TT. BNR Property Services Limited reserves the right not to offer renewal.

#### Changes to Terms & Conditions

BNR Property Services Limited are entitled to change any of the Terms & Conditions at renewal. BNR Property Services Limited also reserves the right to make changes to these Terms & Conditions during the Service Year, on the giving of at least two weeks' notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

#### Changes to your Personal Details

Changes to your name or address must be notified to BNR Property Services Limited immediately. This must be done by contacting BNR Property Services Limited by email to [repairs@bnrpropertyservices.co.uk](mailto:repairs@bnrpropertyservices.co.uk) or by writing to BNR Property Services Limited Repairs and Maintenance Division 9 Brook Street Wymeswold Loughborough Leicestershire LE12 6TT. BNR Property Services Limited are entitled to serve any notice to be given under these terms and conditions, or any other materials it is required to give You, by sending the same to the last address provided by You if BNR Property Services Limited usually contact you by post, or the last email address provided by you if BNR Property Services Limited usually contact you electronically. Matters outside BNR Property Services Limited reasonable control

While BNR Property Services Limited seeks to meet the service needs of the Property Owner at all times, its resources are finite, and this may not always be possible. BNR Property Services Limited shall not be liable for service failures where BNR Property Services Limited is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside BNR Property Services Limited reasonable control include (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, roads that are not reasonably accessible by BNR Property Services, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

#### Exclusion of liability for loss of profit

BNR Property Services Limited shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses; or (b) any loss of: (i) profit; or (ii) business; or (iii) contracts; or (iv) revenue; or (v) anticipated savings; or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict BNR Property Services Limited liability for negligence resulting in death or personal injury.

Enforcement of Terms & Conditions

Failure to enforce or non-reliance on any of these Terms & Conditions by BNR Property Services Limited will not prevent BNR Property Services Limited from subsequently relying on or enforcing them.

None of the Terms & Conditions, or benefits, of this Cover are enforceable by anyone else other than the Property Owner. For the avoidance of doubt, and without limiting the above, any rights under The Agreement (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.in the Use of headings

The headings used in this service are for convenience only and shall not affect the interpretation of its contents. Interpretation: use of English law & language

Your service Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State for the purpose of Basic Repairs and Maintenance Cover is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

Service Control - Call Out Limits for each service Cover is limited to 2 call out per Repairs and Maintenance request, per property in the Year. Service Control is designed to help keep Your Policy affordable by making sure that high use by a minority of Property Owners is avoided. Fees for additional call outs during the Year for the same Repairs and Maintenance work required reported will be charged on the 3<sup>rd</sup> call received of a total cost of £30.00 (Inclusive of VAT) administration charge per extra call thereafter.

Agreement Signed on behalf of BNR Property Services Limited 9 Brook Street Wymeswold Loughborough Leicestershire LE12 6TT to carry out the service requested above:

Signed.....  
Print Name.....  
Position.....  
Date.....

Property Owners agreement of the Terms and Conditions above for the service requested:

**I can confirm I/We are the Property Owners on signing the below.**

Signed.....  
Print Name.....  
Date.....