

Company registration number 3339975

Your responsibilities as TPO Member/Registered Agent

1. You will read and agree to the Ombudsman's Terms of Reference, General Membership Obligations, Privacy Policy and Data Sharing Agreement (all of which may be amended from time to time), which you can see on our website and below.
 2. You will co-operate with any investigation the Ombudsman carries out under the Terms of Reference (as amended from time to time).
 3. You will accept any award which is made against you and which can be enforced against you under the Terms of Reference. If you are asked to pay a monetary award you must pay the complainant the full amount of the award within the period for payment set out in the Terms of Reference.
 4. You will have in place and run an appropriate internal complaints procedure which meets the requirements of any professional organisation of which you are a member. This may be in the form set out in the guidelines on our website.
 5. If you are a TPO Member you will uphold to the relevant Codes of Practice (as amended from time to time). Registered agents must work to 'best practice'. TPO Scotland Limited is a company registered in Scotland, company registration number 489195 and is a wholly owned subsidiary of The Property Ombudsman Limited, members selling or letting property in Scotland will be required to adhere to the TPO Scotland Sales and Lettings Codes of Practice.
 6. You acknowledge that TPO membership is per legal entity and fees are payable per branch trading under that legal entity. Those operating with the same trading name but as a separate entity, partnership, sole-trader or as a self-employed person/contractor (within the same branch or an alternative branch) would be required to apply for membership in their own right completing the membership deed. You acknowledge that you are required to register each trading branch under your legal entity. In addition you will help us in any matters that arise in connection with any of your branches (whether owned, separately owned or franchised).
 7. You will pay any subscriptions that are due within 28 days of the date of the invoice.
 8. You will have professional indemnity insurance which must include cover for any award(s) the Ombudsman makes against you. Such cover must be for a minimum of £100,000. The excess for any award(s) (i.e. the amount you must pay towards the award) must not exceed £1,000; and the endorsement L1391 (available at www.tpos.co.uk) is included in the policy if the excess is above £1,000.
 9. If you are a member agent for lettings, you will keep clients' money in a separate client account held in a financial institution authorised under the Financial Services and Markets Act 2000.
 10. You will provide a recent auditor's report of your client account if requested by TPO.
 11. I understand my legal obligations to register with HMRC for Anti Money Laundering (residential sale agents).
 12. I understand my legal obligations to register with The Information Commissioner's Office (ICO) to allow me to process personal information.
 13. You will give at least one month's notice if you want to end your membership. The Ombudsman will continue to deal with complaints which have formally been referred to us and fall within the Ombudsman's jurisdiction if they occurred on or before the date your membership ends. Please note that TPO subscriptions are non-refundable.
 14. **As far as you are aware;**
 - i) No Trading Standards Office or any other body is taking, or considering taking, disciplinary action against any person named on this application form (including the firm or business applying for membership and any branch of that firm or business), or any other person who works for you.
 - ii) No director, manager, partner or person associated with the business has any unspent convictions or has been charged (but not yet tried), of any criminal offence other than a motoring offence.
 - iii) No director, manager, partner or person associated with the business has been declared bankrupt, gone through insolvent liquidation or been the subject of receivership or an administration order within the last 5 years.
 - iv) No person associated with the business is currently disqualified from acting as a company director.
 - v) No director, manager, partner or person associated with the business has previously acted as a director, manager, partner or person associated with a business that is serving an expulsion period (and the expulsion period is current) from a redress scheme.
- I confirm that no consumers or members of the public suffered in relation to the reasons for the items above (i-v) being taken.
15. You agree that where a director, manager, partner or person associated with the business has previously acted as a director, manager, partner or person associated with a business that is no longer trading, the business applying for membership will honour any award/direction resulting from complaints referred to the Ombudsman relating to the former business.

The Property Ombudsman

Complaints Enquiries: 01722 333 306

www.tpos.co.uk

Membership Enquiries: 01722 335 458

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Registered Office: The Property Ombudsman Limited, 33 The Clarendon Centre, Salisbury Business Park, Dairy Meadow Lane, Salisbury, Wiltshire SP1 2TJ.
Registered in England: 3339975.

Protecting us against loss

You must cover us against all liabilities, costs, expenses and damages we suffer arising out of or in connection with you or any of your branches breaking any of the terms and conditions in this application form or the Terms of Business.

Acknowledgement

You acknowledge and agree on behalf of the member or registered agent (on its own behalf and on behalf of all Associated firms) that for all purposes, (including for the purposes of the Contracts (Rights of Third Parties) Act 1999), this deed and the Terms of Reference shall be enforceable against the member or registered agent

- By or on behalf of each complainant in relation to and to the extent of any Awards; and/or
- By the Company or any member of the company

You acknowledge and agree, on behalf of the member or registered agent that, in the event of a sanction being imposed (such as being fined, issued with a formal warning or ceasing to be a member of the Company, or registered for redress), following any breach by you of the responsibilities set out above, we may, in accordance with TPO's various approvals, be obliged to:

- Notify any professional body named by you at Section B, and any other relevant authority (including details of the breaches)
- Publish the fact that sanctions have been applied to the applicant's membership and details of the circumstances surrounding that (including details of the breaches) by such means as we consider appropriate.

In addition, in the case that you are re-joining the scheme as the same legal entity after your membership was ceased for non-payment or your failure to comply with our membership administrative processes, any complaints that arose within the period of non-membership can be considered by the Ombudsman against your new membership should they otherwise fall within the Terms of Reference

Confirmation

I confirm, on behalf of the member or registered agent, that:

- I have read all of the Terms and Conditions, Terms of Reference, Privacy Policy, and Data Sharing Agreement and I am applying for all of our branches to renew their membership of TPO under the terms and conditions set out in these documents;
 - I (and each of our branches) will keep to the terms and conditions of membership as set out in this document (including the responsibilities set out above) and your Terms of Reference, Privacy Policy, and Data Sharing Agreement (including any amendments to these); and
 - I (and each of our branches) understand that payment of the attached membership renewal invoice, confirms acceptance of The Property Ombudsman (TPO) Ltd Terms and Conditions.
 - I have read clause 14 & 15 and confirm that no individual associated with the business has been sanctioned as described therein.
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