

Company registration number 3339975

Your obligations

By filling in this Membership Deed and Application Form you confirm that the information you have given is correct. You also agree to the following.

1. You have read and agree to TPO'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.
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 act in line with any award which is made against you 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 you are a member of or in the form set out in the guidelines that you can see on our website.
5. If you are a TPO Member you will keep 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 required per legal entity and fees are payable per branch trading under that legal entity at the date of application and at each subsequent renewal date. Additional branches added after joining the scheme, or after the renewal date must be notified to TPO at the earliest opportunity and a pro-rata invoice will be raised. You will notify TPO of any closed branches at the earliest opportunity and by no later than 30 days of the renewal date for the correct subscription invoice to be raised otherwise the invoice produced will remain due for payment. Please note TPO subscriptions are non-refundable for any closed branches. 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) is required to apply for membership in their own right completing the Membership Deed and Application Form. 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. On application you will pay the appropriate published fee by one of the means published on our website. Subsequent renewal of any subscriptions will be payable by direct debit within 28 days of the date of the invoice and as per the issued schedule. Failure to pay the subscription invoice within the agreed time-frame may result in your membership lapsing requiring a reapplication with all appropriate fees payable to continue to be a member of the scheme.
8.
 - i) You must have, and supply evidence of, 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 (i.e. the amount you must pay towards any 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.
 - ii) You understand that should you fail to follow the Ombudsman's directions and/or pay any associated award TPO will pursue the payment via your professional indemnity insurance policy.
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 and provide evidence of your client money protection policy.
10. You will provide a recent auditor's report of your client account if requested by TPO.
11. You understand your legal obligations to register with HMRC for Anti Money Laundering (residential sale agents).
12. You understand your legal obligations to register with The Information Commissioner's Office (ICO) to allow you 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 relevant body has taken, is taking, or considering taking, disciplinary action against any person named on this Membership Deed and 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.

The Property Ombudsman

Complaints Enquiries: 01722 333 306

www.tpos.co.uk



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Membership Enquiries: 01722 335 458

- 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.

You 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.

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 applicant (on its own behalf and on behalf of all Associated businesses) 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 Applicant.

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

- By TPO or any member of the company

You acknowledge and agree, on behalf of the applicant 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 TPO, 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.

In line with General Data Protection Regulations (GDPR) effective, 25 May 2018, TPO has legitimate reason to hold and process the data supplied in this form and subsequent amendments you make to that data.

You understand and agree that, in line with GDPR, you are responsible for ensuring the data supplied in this form is accurate and for notifying TPO in writing of any changes to this data.

You (and each of your branches) will keep to the terms and conditions of membership as set out in this Deed (including the responsibilities set out above) and our Terms of Reference, Privacy Policy for Members, and Data Sharing Agreement (including any amendments to these).

Confirmation and signature

I confirm (by ticking the below), on behalf of the applicant, that:

I have read all of this application form, TPO’s Terms of Reference, General Membership Obligations, Privacy Policy for Members and Data Sharing Agreement and I am applying for all of our branches to become a member of TPO under the terms and conditions set out in these documents.

I have read clause 14 & 15 and confirm that no individual associated with the business has been sanctioned as described therein.

I understand that if any information provided in this application is incorrect or false it may result in my TPO membership being VOID and membership terminated.

On behalf of applicant	
This form should be signed by a director, partner or other person authorised to act for you, in the presence of a witness. I (and each of our branches) understand that this application form is signed as a Deed	
Full name:	Position in firm: director, partner, franchisor, other (if 'other' please give details below)
Signature:	Date:
Witness	
Full name:	Address:
Signature:	Date:

Section A Please tick the box beside the relevant TPO Membership type below.

TPO Membership type	Charging Basis and criteria	Fees (All Subject to VAT)	Discount available*																
<input type="checkbox"/> Membership: All disciplines as listed on our website and below excluding Residential Leasehold Management. It includes automatic Registration – see below.	The Annual Membership fee is payable per Head Office and each additional branch or per Local Property Expert (LPE) plus joining fee. Fair usage policy of up to 3 Ombudsman supported complaints per annum. 4th and subsequent Ombudsman supported complaints attract a Full Review case fee.	Annual Membership fee £269.86 (ex VAT) / £323.83 (inc VAT) Joining fee £72.10 (ex VAT) / £86.52 (inc VAT) Total for each branch £341.96 (ex VAT) / £410.35 (inc VAT) Full Review case fee £414.06 (ex VAT) / £496.87 (inc VAT)	<table border="0"> <tr> <td>0-49 branches</td> <td>n/a</td> </tr> <tr> <td>50-99 branches</td> <td>10%</td> </tr> <tr> <td>100-249 branches</td> <td>15%</td> </tr> <tr> <td>250-499 branches</td> <td>20%</td> </tr> <tr> <td>500-750 branches</td> <td>25%</td> </tr> <tr> <td>750-1000 branches</td> <td>27.50%</td> </tr> <tr> <td>1001+ branches</td> <td>30%</td> </tr> <tr> <td>Propertymark Membership</td> <td>12.50%</td> </tr> </table> <p>*Only one discount may be applied to a membership</p>	0-49 branches	n/a	50-99 branches	10%	100-249 branches	15%	250-499 branches	20%	500-750 branches	25%	750-1000 branches	27.50%	1001+ branches	30%	Propertymark Membership	12.50%
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<input type="checkbox"/> Registration: This is the minimum legal requirement for all Agents dealing in residential sales and residential lettings (England only). Registered Agents do not subscribe to TPO Codes of Practice and cannot use our brand or logo.	As above	Annual Membership fee £269.86 (ex VAT) / £323.83 (inc VAT) Joining fee £72.10 (ex VAT) / £86.52 (inc VAT) Total for each branch £341.96 (ex VAT) / £410.35 (inc VAT) Full Review case fee £414.06 (ex VAT) / £496.87 (inc VAT)	As above																
<input type="checkbox"/> Residential Leasehold Management (RLM): This covers the management of blocks or multiple residential properties on behalf of the freeholder, head leaseholder or residents management company. Fees are payable per legal entity. You must confirm the number of units managed on application and at each subsequent renewal.	Option A Per RLM legal entity managing small number of units < 2,000 Units: Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £181.28 (ex VAT) / £217.54 (inc VAT) Joining fee £72.10 (ex VAT) / £86.52 (inc VAT) Total for each branch £253.38 (ex VAT) / £304.06 (inc VAT) Early Resolution £296.64 (ex VAT) / £355.97 (inc VAT) Full Review case fee £443.93 (ex VAT) / £532.72 (inc VAT)	N/a																
	Option B Per RLM legal entity managing 2,000 to 10,000 Units: Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £657.14 (ex VAT) / £788.57 (inc VAT) Joining fee £72.10 (ex VAT) / £86.52 (inc VAT) Total for each branch £729.24 (ex VAT) / £875.09 (inc VAT) Early Resolution £296.64 (ex VAT) / £355.97 (inc VAT) Full Review case fee £443.93 (ex VAT) / £532.72 (inc VAT)	N/a																
	Option C Per RLM legal entity managing > 10,000 units Membership Fee plus case fees due based on all usage. <input type="checkbox"/>	Annual Membership fee £Bespoke – please contact the membership team Joining fee £72.10 (ex VAT) / £86.52 (inc VAT) Early Resolution £296.64 (ex VAT) / £355.97 (inc VAT) Full Review case fee £443.93 (ex VAT) / £532.72 (inc VAT)	N/a																
<input type="checkbox"/> Property Surveyors/ Property Professionals: This membership is for property professionals engaged in the provision of surveying and other property related professional services such as referencing companies and inventory companies.	Register per legal entity. Case fees apply for each case.	Annual Membership fee £135.96 (ex VAT) / £163.15 (inc VAT) Early Resolution £113.30 (ex VAT) / £135.96 (inc VAT) Full Review case fee £441.87 (ex VAT) / £530.24 (inc VAT)	N/a																

Section B

Business details (*these details will be displayed on our website)

Company or business name:	Legal Entity: (Sole trader, Partnership, Limited Company, Unlimited Co, LLP)
Company registration number:	VAT registration number:
Trading name:*	
Head Office / Trading details	
Address (with postcode):*	Services provided Residential sales <input type="checkbox"/> Residential Buying Agent <input type="checkbox"/> Residential lettings <input type="checkbox"/> Property Buying Companies <input type="checkbox"/> Commercial sales <input type="checkbox"/> Business Transfer Agent <input type="checkbox"/> Commercial lettings <input type="checkbox"/> Online Agent <u>only</u> <input type="checkbox"/> International sales <input type="checkbox"/> Surveying <input type="checkbox"/> Chattels <input type="checkbox"/> Property Sourcing Agent <input type="checkbox"/> RLM <input type="checkbox"/> (Number of units) _____ Professional Property Services <input type="checkbox"/> (please state services) _____
Phone:*	
Email:*	
Website:*	

***Please provide us with at least one contact for Complaints, Invoicing and Membership (this can be one person who deals with all 3 areas)**

Contact Details 1 – please note this address and email address can be given to Consumers		
Contact Name:*		
Address (with postcode):*		
Phone:*		
Email:*		
Contact Type:	Membership <input type="checkbox"/>	Invoicing <input type="checkbox"/>
	Complaints <input type="checkbox"/>	
Position in Business:		

Contact Details 2 – please note this address and email address can be given to Consumers		
Contact Name:*		
Address (with postcode):*		
Phone:*		
Email:*		
Contact Type:	Membership <input type="checkbox"/>	Invoicing <input type="checkbox"/>
	Complaints <input type="checkbox"/>	
Position in Business:		

Please note, for security of personal data, it is preferable that the email address(es) supplied above are not gmail, Hotmail or yahoo.

Professional Body Memberships

Please complete this section with details of named contacts (from page 4 and/or 5) affiliated as a member of one of the listed professional bodies.

Name 1	ARMA	ICBA	NAVA	UKALA	RICS	NAPSA

Tick membership where applicable

Please complete if you are a member of the following professional bodies.

ARLA Propertymark or NAEA Propertymark membership number: _____ Safeagent membership number: _____

NAPSA membership number: _____

Name 2						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tick membership where applicable

Please complete if you are a member of the following professional bodies.

ARLA Propertymark or NAEA Propertymark membership number: _____ Safeagent membership number: _____

NAPSA membership number: _____

Section C

Branches and associated businesses

All branches and associated businesses (for example, a separate legal business in the same corporate group as you or a franchise) that are trading under your brand name must join, and you must tell us if any new branches and associated businesses open.

Additional Branches	Yes	No
Do you have any branches trading under your brand name, which are not a separate legal business? If yes please complete Section Ci on page 6		
Do you have any branches trading under your brand names that are a separate legal business e.g. a franchised office? If yes, each legal business must submit a separate Membership Deed and Application Form		

If you are a franchisee of an existing member, please complete this section as well

Existing Member Head Office details	Contact details
Trading Name:	Phone:
Company Name:	Email:
Address (with postcode):	Website:

It is a requirement of membership with The Property Ombudsman to provide proof of professional indemnity insurance, a client account, client money protection policy, and any additional required documents. When requested, you are obligated to provide proof within a reasonable timeframe as specified by TPO. Failure to supply the requested documents may result in a review of your membership status.

Please confirm you currently hold the following:

Professional indemnity insurance: Yes No Insurer: _____

Client Account (residential lettings only): Yes No

Client Money Protection (residential lettings only): Yes No Scheme: _____

Please indicate whether you are transferring from PRS Yes No

Please email your Deed and Application Form to membership@tpos.co.uk or post to the registered office of TPO at: Membership Department, The Property Ombudsman Ltd, 33 The Clarendon Centre Salisbury Business Park, Dairy Meadow Lane, Salisbury, SP1 2TJ.

Further information regarding the supporting documents can be found on our website www.tpos.co.uk/join-the-scheme

