

Legal Health Warning – Key Points for Members

By accessing and/or using the Terms of Business template documents provided, you accept these terms and conditions below.

1. For Guidance Only – Not Legal Advice

These documents are template suggestions only. They are generic in nature. This means they have been prepared without any knowledge of your particular business and do not take into account any of your specific business needs. They do not constitute legal advice provided to you and you cannot rely on them as anything other than *general guidance* on the sorts of terms and conditions you might wish to consider using. If you wish to use them, you should take independent legal advice regarding whether and how they might be suitable for your specific business needs. If you choose to use these documents without obtaining specific legal advice, you accept that you are doing so entirely at your own risk and neither Propertymark nor its legal advisers can be held liable for the consequences of your choice, in respect of which all and any liability is excluded to the fullest extent permitted by law. We do not make any representation or warranty, express or implied, regarding the suitability of these documents for your specific circumstances or their accuracy, completeness or legality, and we make no guarantee or representation to you as to the accuracy, completeness, legality or suitability of any document.

2. No ‘One-Size-Fits-All’

Your business model, structure, and local market conditions may require changes to wording, processes, and clauses to ensure the documents reflect your operations.

3. Responsibility for Compliance

It is the Member’s responsibility to ensure that any adapted document complies with:

- UK legislation (including CPRs, Estate Agents Act, Housing Acts, Consumer Rights Act, Tenant Fees Act, Equality Act, GDPR, etc.)
- Any devolved nation variations (Scotland, Wales, Northern Ireland)
- Any applicable industry codes of practice (e.g., The Property Ombudsman, PRS).

4. Need for Legal Review

Before use, your *final* version should be reviewed by a solicitor experienced in the relevant legal area to ensure it is legally sound and enforceable.

5. Jurisdictional Differences

Laws and terminology differ between England, Wales, Scotland, and Northern Ireland. As templates, these documents must be adapted accordingly.

6. Updates and Law Changes

Property law changes frequently. Members must ensure their documents are updated promptly in line with legislative and regulatory changes. Neither Propertymark nor its legal advisers can guarantee instant automatic updates to these documents and it is your responsibility to ensure whatever version you are using from time to time is in line with current requirements and fit for your purposes.

7. Risk of Unchecked Use

Using these documents without proper adaptation and review may expose you to legal challenge, unenforceable terms, client disputes, and/or regulatory penalties.

8. Intellectual Property

These documents are for your use as a Propertymark Member only and must not be shared outside your organisation without written permission.

9. Further assistance

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