



## Terms of Business

### Between The Landlord:

First Landlord's Name	First Landlord's Address
Second Landlord's Name	Second Landlord's Address
Third Landlord's Name	Third Landlord's Address

("The Landlord")

### and the Agent:

Name of Agent	Address of Agent
Quiberts Ltd	7 Jennings Avenue, Eynesbury, St.Neots, Cambs, PE19 2HG.

("The Agent")

### For the property:

Address of Property to be Rented
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**These Terms of Business set out the services The Agent can provide to The Landlord and also set out the corresponding responsibilities of The Landlord.**

**Please read these Terms of Business carefully. If there are any parts which you do not fully understand you should seek independent clarification and advice.**

**You will be bound by these Terms of Business as soon as you sign and return them to The Agent.**

**The letting and / or management of your property cannot proceed until this document has been signed, dated and returned to The Agent.**

# Terms of Business

## IT IS AGREED AS FOLLOWS:

### General

These general conditions apply to all levels of service.

#### 1. Definitions

In this agreement the following definitions and interpretations apply:

- 1.1 "The Landlord" means the party named on the front page of this agreement and any person who has an interest in The Property, even if not named on this agreement.
- 1.2 "The Agent" means Quiberts whose details appear on the front page.
- 1.3 "The Tennant" means the parties named on the tenancy agreement as the tenant of The Property.
- 1.4 "The Property" mans the premises, the address of which is noted on the first page of this agreement, or any subsequent change to the address made by the local authority.
- 1.5 "Term" means the total length of a tenancy introduced or negotiated by or through The Agent and includes any subsequent letting by The Landlord, to The Tenant, whenever the subsequent letting has been negotiated by The Agent.
- 1.6 "Stakeholder" means that at the end of the tenancy the agreement of The Landlord and The Tenant will be needed before deductions can be made. If there is no agreement, it must be dealt with in accordance to the rules of the statutory scheme under which the deposit is covered.
- 1.7 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.
- 1.8 If there is more than one landlord signing as The Landlord, all landlords will be jointly and severally liable for the obligations contained in this Agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this agreement, both individually and together.

#### 2. Appointment and Authority

- 2.1 Subject to the terms and conditions of this Agreement, The Landlord appoints The Agent to be his agent for The property. The Agent accepts such appointment.
- 2.2 The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself for the level of service requested in this Agreement. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the action is negligent or in breach of contract. The other provisions of this Agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.
- 2.3 The Landlord confirms to The Agent that he is entitled to enter into this Agreement to let The Property and that he has obtained all necessary consents and that he is entitled to all revenue collected on the property.
- 2.4 The Landlord will reimburse and compensate The Agent against all expenses claims liabilities and losses incurred by or imposed on them in the performance of their obligations under this Agreement, unless the loss or liability arises through negligence or breach of contract by The Agent.

- 2.5 The Landlord confirms that The Property is fit to be let and complies with all statutory obligations and that all appliances comply with current, and will be kept compliant with future safety regulations applicable. When signing this Agreement The Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions for use.
- 2.6 The Landlord agrees that The Property will be thoroughly cleaned and gardens, if applicable, will be in good seasonal condition.
- 2.7 The Agent will not, as part of their normal duties, supervise any major repair works nor provide specialist advice to The Landlord regarding repairs required to The Property. These services can be provided at an additional charge, if requested by The Landlord in writing. The details can be provided upon request. The Agent accepts no liability for any loss or damage arising from the sub-standard or inadequate repair works or from any other default by a repairing contractor. This does not apply if it is due to the negligence or breach of contract of The Agent, or because The Agent selected a contractor who was not qualified to carry out the work.
- 2.8 The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of The Property being let, for it to be redirected by the Royal Mail.
- 2.9 The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, at least 7 days prior to commencement of the tenancy, a copy of the current safety record from a registered CORGI gas installer (together with a copy of the installer's current registration). If no record is produced by that date The Landlord agrees to permit The Agent to arrange the gas safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all gas appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.10 It is advised that The Landlord complies with the Plugs and Sockets Etc (Safety) Regulations 1004, and Electrical Equipment (Safety) Regulations 1994 and shall provide to The Agent, at least 7 days prior to commencement of the tenancy, a copy of an inspection report for all electrical wiring, and appliances as applicable, offered with the letting. If no certificate is produced by that date The Landlord agrees to permit The Agent to arrange a safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all electrical appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.11 The Landlord agrees to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. If the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove from The Property and dispose of, prior to the commencement of the tenancy, any items that do not comply. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.12 Unless other legislation requires a high standard of fire warning, a minimum of one smoke alarm per floor must be provided at The Property. If insufficient smoke alarms are present when the inventory is compiled, The Agent is authorised to arrange installation of additional alarms. The Landlord agrees that The Agent can check any alarm is operational and install new batteries at the start of every tenancy. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.13 If The Property is not covered by Buildings & Contents Insurance arranged through The Agent, The Landlord undertakes to maintain appropriate and adequate insurance

for The property and contents throughout the time it is let and to notify the insurers of the fact The Property is being let and of periods when the property is not occupied. The Landlord is advised that if he does not notify the insurer that The Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if The Property is not furnished, to cover any damage or personal injury claim made by a Tenant or a visitor to The Property.

- 2.14 If the property is leasehold or has a mortgage The Landlord shall:
  - 2.14.1 Notify the lessor and or lender of the intention to let and obtain all necessary consents for the letting in writing.
  - 2.14.2 Provide The Agent, prior to the start of the tenancy, with a copy of the head lease or its relevant sections containing any terms with which The Tenant must comply. The Landlord should be aware that if the information is not provided The Tenant will not have to abide by the terms of the head lease which could put The Landlord in breach of the head lease leading to the possibility of The Landlord losing The Property.
  - 2.14.3 Provide to The Agent a copy of the written authority from the lender granting consent to let, together with any conditions imposed by the lender which need to be included in the tenancy agreement. The Agent reserves the right to seek confirmation of this consent if not provided within fourteen days of the commencement of the tenancy.
- 2.15 The Agent's responsibilities do not include the supervision of The Property when it is not let. Should The Landlord wish The Property to be managed during any period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge in accordance with the Scale of Charges sheet attached. The service can only commence when cleared funds covering the cost of four visits has been received, which will have to be topped up every four weeks upon written demand. This service will include one weekly visit to The Property, visually checking the contents and security and reporting to The Landlord thereafter. The Agent cannot be liable for any hidden or latent defects.
- 2.16 The Agent's agreed attendance at any Rent Assessment Committee, Court, Tribunal, or preparation work for Tenancy Deposit Protection Alternative Dispute Resolution, as appropriate, on behalf of The Landlord, or other work not specified as included within a particular service, will incur an additional charge at the nominated Hourly Rate advised on the Scale of Charges sheet attached.
- 2.17 The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, default or negligence of any third party which may arise other than through the negligence, omission or failure on the part of The Agent.
- 2.18 Where required, this Agreement gives The Agent the right to sign the tenancy documentation and notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notice.
- 2.19 Prior to finding a tenant acceptable to The Landlord, either party may end this Agreement by issuing to the other seven day's notice in writing.
- 2.20 If The Agent is holding the tenancy deposit and The Landlord wishes it to be transferred to any other party, The Agent will only be able to effect such transfer with the written authority of both The Tenant and The Landlord. The law on Tenancy Deposit Protection may also impose limitations on the ability to transfer the deposit, even when the property is sold.

### **3. Fees and Money**

- 3.1 The Landlord agrees to pay the appropriate fees for the level of service engages as listed in the Scale of charges sheet to this Agreement and any subsequent revision of those, notified according to this Agreement.
- 3.2 The Landlord agrees to reimburse and compensate The Agent for any claim, damage or liability suffered as a result of acting on The Landlord's behalf, unless it is due to negligence or breach of contract of The Agent or their employees.
- 3.3 The Agent shall be entitled to retain any interest on any monies collected while held in their account; and any commission earned while acting on behalf of The Landlord.
- 3.4 When held by The Agent, the deposit paid by The Tenant will be held in accordance with one of the statutory schemes. It cannot be accessed until The Tenant has vacated The Property and the inventory and The Property in general have been checked. Deposit monies will, with the written consent of both The Landlord and The

- Tenant, then be used in discharging any outstanding damage or rent claim due from The Tenant to The Landlord and the balance will be paid to The Tenant.
- 3.5 Where the deposit is to be held by The Landlord on a Tenant Introduction or Tenant Find / Let Only service, it will be The Landlord's responsibility to ensure compliance with the legislation concerning the holding of The Tenant's deposit money. For a full management service, The Agent will register and lodge the deposit with the Government Approved Custodial Scheme; and provide The Landlord and The Tenant with the relevant prescribed information.
  - 3.6 The Landlord agrees at all times to abide by HM Revenue and Customs rules for self-assessment. Full details can be found on the relevant HM Revenue and Customs Website.
  - 3.7 The Agent will give to HM Revenue and Customs such information regarding the letting as they lawfully require, which is full details of every landlord and the annual rental income, but will not be responsible for preparing or submitting a Tax Return for The Landlord or dealing with any taxation or accounting matters.
  - 3.8 If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall provide to the representative copies of all rent statements, if required, for a standard fee as per the Scale of Charges sheet attached.
  - 3.9 Where the Tenant is entitled to housing benefit contributions The Landlord agrees to compensate and reimburse The Agent with any amount received by The Landlord which is deemed by the Local Authority to be overpaid benefit and is subsequently clawed back by them from The Agent.
  - 3.10 Handling of insurance claims will incur a fee as advised in the Scale of Charges sheet attached.
  - 3.11 In the event of a party introduced by The Agent (or a person or body corporate associated with that party) subsequently purchasing The Property either before or after entering into a tenancy agreement, commission shall be payable to The Agent on completion of that sale at the rate advised in the Scale of Charges sheet attached. In consideration of such commission, The Agent will conduct negotiations between their introduced purchaser and The Landlord in respect of:
    - 3.11.1 Securing from the proposed purchaser in writing their offer of purchase, anticipated completion date of purchase, details of actions, Solicitor and Surveyor, whether the purchase is to be cash or mortgage and, as appropriate, written advice from the fund holder that sufficient funds are in place for the proposed purchase.
    - 3.11.2 Forwarding the above information to The Landlord, requesting their response in writing confirming acceptance of the offer, agreed anticipated completion date of purchase and The Landlord's acting Solicitor.
    - 3.11.3 Producing and issuing to both parties an agreed Memorandum of Sale.
    - 3.11.4 Issuing to both parties' respective solicitors, copies of the agreed Memorandum of Sale.
  - 3.12 Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of negligence or breach of contract.

## **Services**

### **4. Tenant Introduction Service**

- 4.1 The Agent will visit The Property to view it and provide an indication of the likely rent achievable.
- 4.2 The Agent will market The Property to best attract a suitable tenant. Please notify The Agent in writing if there is a previous agreement with the lessor or other interested party not to erect a To-Let Board. A To-Let board will be erected free of charge unless specifically instructed by Landlord
- 4.3 As and when applicants are interested in viewing The Property, The Agent will either accompany these people to The Property with keys provided by The Landlord, or arrange a mutually convenient appointment for them to meet The Landlord and The Agent at The Property.
- 4.4 The Agent will receive written applications from perspective tenants

- 4.5 The Agent will take up references appropriate to the tenant applicant. If these references are in order the details of the applicant will be forwarded to The Landlord for written approval. The Agent will not be responsible for any loss suffered by The Landlord when The Tenant has been selected by The Agent in good faith, unless the loss is due to negligence or breach of contract by The Agent.

5. Tenant Find/ Let Only Service

The Tenant Find/Let Service includes those items found in the Tenant Find/Service plus the following:

When an applicant is found The Agent will provide them with a draft tenancy agreement and advise them to take independent legal advice on the contents The Landlord will provide to The Agent keys on the following scale:

- 5.2.1 Two keys to every lock in The Property including all doors, windows and other locks at The Property.
- 5.2.2 Additionally, one set of keys to afford access to The Property, including any garage, for each party who make up The Tenant of The Property
- 5.3 The Agent will retain one set for the purposes as stated in the tenancy agreement. If insufficient keys are provided, The Landlord agrees that The Agent may have the required keys made and all costs will be borne by The Landlord.
- 5.4 The landlord agrees to provide copies of the relevant sections of the buildings and contents insurance policies to The Agent prior to the start of the tenancy for provision to The Tenant. The Landlord should be aware that if the documentation is not supplied The tenant does not have to comply with any conditions of The Landlord's insurer and in particular any requirements if The Property is left vacant for a period of time.
- 5.5 The Agent will, on behalf of The Landlord, arrange a suitable tenancy agreement, inventory and statement of condition, together with safety records, as appropriate and arrange for The Tenant to sign the counterpart and a copy of the inventory and statement of condition.
- 5.6 The Agent will collect the initial money due, and conduct the move in. The Agent will then account to The Landlord and provide a statement of account showing fees deducted.
- 5.7 The Agent will notify the utility companies, except telephone providers who will not accept such instructions, of the responsibilities of The Tenant to pay for services to The Property as from the date of the commencement of the tenancy. The Landlord agrees to pay any outstanding utility charges up to and including the date upon which The Tenant occupies The Property and for any void period between the tenancies.
- 5.8 The Agent will notify the local authority that the tenancy has started and of the liability of The Tenant to pay Council Tax.

6. **Letting and Rent Collection Service**

The Letting and Rent Collection Service includes those items found in the Tenant Find/Let Only Service plus the following:

- 6.1 The Agent will endeavour to collect rent and related payments due from The Tenant throughout the Term of the Tenancy. The Agent cannot be held responsible if The Tenant fails to pay the contractual rent, unless it is due to negligence or breach of contract by The Agent. Appropriate action will be taken to seek to recover rent arrears from The Tenant. If this does not have the desired affect The landlord will be advised to instruct solicitors who are specialists in Landlord and Tenant law to take further action. The Landlord will be responsible for the legal charges and expenses, unless covered by a legal expenses protection scheme.
- 6.2 In the event of The Tenant going into rent arrears, The Agent will carry out the above actions and notify The Landlord of the situation for The Landlord's further action.
- 6.3 The Agent will provide to The Landlord statements of all income received and expenditure incurred and pay over monies due to The Landlord at monthly intervals as agreed, provided cleared funds are received from The Tenant.
- 6.4 If resident outside the UK The Landlord will provide to The Agent a copy of the approval number obtained from HM Revenue and Customs for each individual

- making up The Landlord, thereby allowing The Agent to release rental monies to The Landlord without the obligation to retain tax reserve monies.
- 6.5 If an approval number is not received and The Landlord resides outside the UK, The Landlord agrees that The Agent shall retain from rents a tax reserve equivalent to the basic rate of income tax on the rental income. This will be held in a client account and money due to HM Revenue and Customs will be paid on a quarterly basis. Providing this service will incur a charge at the Hourly Rate advised on the Scale of Charges sheet attached.
- 6.6 After termination of this agreement, The Agent shall hold the tax reserve until they receive written confirmation by HM Revenue and Customs that there is no further tax liability on The Agent.
- 6.7 After commencement of tenancy, The Agent reserves the right to assign the rights and or obligations under this Agreement upon giving The Landlord two months' written notice.
7. **Full Management Service**  
The Full Management Service includes those items found in the Letting and Rent Collection Service plus the following:
- 7.1 The Agent will pay out monies collected all statutory and other charges which are payable by The Landlord for The Property, provided The Landlord has arranged for all relevant invoices and demands be sent to The Agent and sufficient funds are held for The Landlord in the client account. If insufficient funds are held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other consequences suffered by The Landlord.
- 7.1.1 The Agent will visit The Property not less often than once every six months. Any visit is a 'walk through' of The Property to ascertain any clearly visible repairs and maintenance and to find out from The Tenant any repairs that have come to his attention. It is not a survey or check of the inventory and statement of condition. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for hidden or latent defects, unless it is due to The Agent's negligence or breach of contract. If, in the opinion of The Agent, the occupants are not taking proper care of The Property The Agent will inform The Tenant, copying such information to The Landlord.
- 7.1.2 To try to ensure the Landlord's compliance with statutory and contractual obligations, The Agent will arrange, without reference to The Landlord but subject to Clause 7.6 below, to carry out the following:
- 7.1.3 Repairs under section 11 to 16 of The Landlord and Tenant Act 1985 which state that a landlord will:
- a. Keep the structure (including drains, gutters and down pipes) and the exterior of The Property in good order and repair;
  - b. Keep the installation for supply of gas, electricity and water in good repair, but not appliances for making use of the supply apart from sanitary conveniences;
  - c. Keep the appliances for supply of space heating and water heating in repair;
- and must carry out all repairs within a reasonable time of being notified.
- 7.1.4 Minor repairs which cost less than the limit agreed in the Property Owner's Form
- 7.1.5 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended
- 7.1.6 Other works to The Property in circumstances where because of lack of time or unusual circumstances it is not reasonably practical to obtain prior instructions from The Landlord. In these situations if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the discretion of The Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged.
- 7.2 If The Tenant is in breach of any condition in the tenancy, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord

- 7.3 The Agent will try to arrange a mutually convenient time with The Tenant for contractors attending The Property to undertake work on The Landlord's behalf. Where this is not possible arrangements can be made by The Agent to meet the contractor at The Property. Waiting time will be charged at the Hourly rate specified in the Scale of Charges sheet attached.
- 7.4 The Agent will pay for repairs from rent monies held. If there is insufficient funds to meet the cost of repairs The Landlord will pay the balance to The Agent on written demand. The Agent cannot carry out repairs if The Agent holds insufficient funds; and cannot be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to negligence or breach of contract of The Agent.
- 7.5 The Agent will receive notices from The Tenant on behalf of The Landlord, advise The Landlord accordingly and take appropriate action.
- 7.6 The Agent will negotiate and agree the level of rent payable when the tenancy is renewed or a periodic tenancy arises and serve a Section 13 Notice if relevant.
- 7.7 If the tenancy is an Assured Shorthold Tenancy, upon The Landlord's written request, The Agent will serve notice on The Landlord's behalf, including Notice under section 21 of the Housing Act 1988, which is required to gain possession of a property let on an Assured Shorthold Tenancy when The Tenant is not in breach of the Tenancy. If The Landlord wishes to secure repossession of The Property The Landlord must contact The Agent at the earliest opportunity to ascertain when possession may be sought. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve The Tenant with the notice. Sometimes The Tenant will fail to comply with a notice and The Landlord will need to commence court proceedings to obtain a possession order.
- 7.8 Upon written request from The Landlord, The Agent will prepare and serve the relevant Section 21 Notice or Notice to Quit. The Landlord should give The Agent at least 3 months' warning if The Landlord wishes to regain possession at the end of the fixed term; or during a periodic tenancy. The Landlord will need to employ the services of a solicitor for the service of other notices.
- 7.9 If the Landlord wishes to cease the services of The Agent then two month's written notice must be given.
- 7.10 At vacation of The Property, The Agent will liaise with The Tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly.
- 7.11 The Agent will check the statement of condition and the inventory at vacation of The Property and discuss the results with The Landlord. If The Property is to be re-let The Agent will arrange, according to the provisions of this agreement, any repairs or other works which are, in the opinion of The Agent, required to put The Property into a suitable condition for letting. Initially the cost of repairs and other work will be payable by The Landlord, with reimbursement of any costs that are later agreed with The Tenant as payable by The Tenant for any damage at The Property.

## **Service Options**

### **Tenant Find /Let Only**

50% of the current monthly market rental value with a minimum of £250. No VAT payable for each letting to a tenant introduced by The Agent. Payable on commencement of tenancy and deducted from the rent collected at the commencement of tenancy. This is for a single let, ie whole house on one contract.

## **Letting and Rent Collection**

As Tenant Find/Let Only as above plus 5% of rent deducted from rent as received

## **Full Management**

8.5% (no VAT added) of the rent, deducted from the rent as received.

## **Full Managed Set up**

£150 (no VAT added) – single let

Inventory – Unfurnished/furnished	No Charge
Deposit Protection Legislation Admin	No Charge
Key Cutting	£10 plus cost of keys
Insurance claim handling fee	10% of cost of works before VAT
Professional hourly rate	£30 per hour
Re-signing fee	£25 payable where The Agent, with your agreement, arranges a renewal of tenancy to an existing tenant
Re- Letting Fee	£150
Introduction of purchaser fee	1% of the final sale price
Preparation of paperwork for Alternative Dispute Resolution	£100
Duplicate Statements	£10 per copy
Duplicate Notices/ Agreements	£20

There is no VAT added to any of these charges.

Where Full Management or Letting and Rent Collection Service is cancelled during the tenancy

(including any extensions) a fee of £400.00 will continue to be payable.

On finding a tenant and carrying out all aspects of our service, we reserve the right to make a charge, should you subsequently withdraw your consent to letting. The charge of £150 will be made at our discretion.

If you wish us to proceed, please return this document having completed the following:

The Landlord agrees and accepts the Terms of Business and instructs The Agent to undertake

The service as detailed below:

Tenant Find/ Let Only

Letting and Rent Collection

Full Management

The Landlord confirms that there are no major repairs, construction or maintenance work known to be due to be carried out to The Property, any adjoining premises, or the building of which The Property forms part except as noted below:

This agreement made the ..... day of.....200.....

Landlord's signature

Landlord's Name

**Signed in the presence of:**

Witnesses Signature

Witnesses Name

Witnesses Address

Witnesses Occupation

*Registered Office  
7 Jennings Avenue  
Eynesbury  
St. Neots  
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