

## RESIDENTIAL LETTING AGREEMENTS AND CONDITIONS

These Terms and Conditions apply to secure the letting of a residential property during the tenancy. In the contract with the Agent so please

Agent>> (“**Agent**”) is appointed to manage the Property on a shorthold tenancy and to manage the Property on the basis of the Owner’s instructions. The Agent is required to sign the signing the Appointment Form.

### 1. Definitions

“**Agency Period**”

on Period and the Management

“**Appointment Form**”

be completed and signed by the Agent in order to appoint the Agent as

“**Commission**”

the Letting Commission (or as the Renewal Commission) and the Commission, which is to be paid monthly in accordance with the provisions below regarding the Agency contract;

“**Common Parts**”

shared areas of the building in which the Property forms part and which the Owner has no right to use;

“**FFHH Act**”

Human Habitation) Act 2018;

“**HHSRS Regulations**”

Health and Safety Rating System (HSRS) 2005 or (if the Property is in the Health and Safety Rating System (HSRS) 2006;

“**Introduction Period**”

starting on the date this contract is entered into and ending when a tenancy is entered into in relation to the Property;

“**Letting Commission**”

exclusive of VAT (<< >>% plus VAT) of the Rent payable to the Property for the first year of the tenancy agreement (or, if the tenancy is for a term of less than a year, << >>% plus VAT) of the Rent payable to the Property for the term of the tenancy agreement);

on>>]

**“Management Commission”**

means the sum of VAT (<< >>% plus VAT) on the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, << >>% plus VAT) of the Rent due for the whole term of the tenancy agreement);

[<<e

**“Management Period”**

means the period between a tenancy agreement is signed and the Property and ending when this

**“Owner”**

means the person who owns the Property;

**“Property”**

means the Property as defined in the Appointment Form

**“Redress Schemes Order”**

means the Redress Schemes for Lettings Agency Work (Requirement to Be Licensed) Order 2014;

**“Renewal Commission”**

means the sum of VAT (<< >>% plus VAT) of the Rent for the year of the tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, << >>% plus VAT) of the Rent due for the whole term of the tenancy agreement);

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**“Rent”**

means the sum of VAT (<< >>% plus VAT) of the Rent due for the whole term of the tenancy agreement);

**“Security Deposit”**

means the sum of VAT (<< >>% plus VAT) of the Rent due for the whole term of the tenancy agreement);

- 1.1 Any reference in these Terms to “writing”, or cognate expressions, includes a reference to any communication effected by e-mail, telex, cable, facsimile transmission or any other means of electronic communication.
- 1.2 Any reference in these Terms to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended.
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.

**2. Appointment of Agent**

- 2.1 The Owner appoints the Agent to act on behalf of the Owner in relation to the Property by carrying out the duties referred to in clause 2.2.
- 2.2 Unless otherwise stated in the Appointment Form, the Owner shall not during the Agency Period appoint any other person to act as the Owner's agent for the purposes mentioned in clause 2.1.

3. **The Agent's**

- 3.1 The Agent shall prepare a written description of the Property for letting on an assured shorthold tenancy.
- 3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars including a written description [, video footage] and photographs. If the particulars have been approved by the Owner, the Agent shall print and display its printed advertising materials and add them to its website and direct a 'To Let' board outside the Property unless otherwise instructed by the Owner.
- 3.3 The Agent shall, on request, provide advice on the Property's rental value.
- 3.4 The Agent shall, on request, provide advice on the Property's rental value.
- 3.4.1 The Agent, at the Owner's request and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property.
- 3.4.2 The Agent shall ensure that every prospective tenant is provided with a copy of the EPC for the Property.
- 3.5 The Agent shall not market the Property unless a valid EPC is available.
- 3.5.1 The EPC must have an energy efficiency rating between A-E (inclusive); or
- 3.5.2 The EPC must have been registered on the National PRS and remains in force.
- 3.6 The Agent shall, on request, provide advice on the Property's rental value.
- 3.6.1 The Agent, at the Owner's request and at the Owner's cost, arrange for gas and electrical safety checks to be carried out before a tenancy commences:
- 3.6.1.1 Gas safety checks in accordance with the obligations in the Gas Safety (Installation and Use) Regulations 1998; and
- 3.6.1.2 Electrical safety checks in accordance with the Equipment (Safety) Regulations 1994 (for appliances purchased before 08 December 2016) and the Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and
- 3.6.1.3 Compliance with the obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
- 3.6.2 The Agent shall ensure that every prospective tenant is provided with copies of the latest gas and electrical testing reports for fixed electrical wiring before they occupy the Property;
- 3.6.3 The Agent shall ensure that every prospective tenant is provided with copies of the Owner's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as set out in the Schedule (and at the cost of the Owner) as set out in the Schedule; and
- 3.6.4 The Agent shall ensure that every prospective tenant is provided with copies of the fire door information if required by the Fire Safety Regulations 2022 before they occupy the Property thereafter.

- 3.7 If it appears that there are or may be at the Property any of the “hazards” specified in HHSRS Regulations the Agent shall either:
- 3.7.1 identify the hazards and the steps that need to be taken;
  - 3.7.2 require the Owner seek advice from a suitably qualified person.
- 3.8 The Agent shall, by the Owner and at the Owner’s cost, arrange for works to be carried out at the Property:
- 3.8.1 to remove the hazards specified in HHSRS Regulations;
  - 3.8.2 to comply with any notice or order issued by the local authority under the Act.
- 3.9 If it appears that the Property and/or Common Parts are not “fit for human habitation” as defined in the FFHH Act at any time during the tenancy, the Agent shall:
- 3.9.1 ensure that the state of the Property and/or Common Parts is maintained and that steps are taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as required by the Act; or
  - 3.9.2 require the Owner seek advice from a suitably qualified person.
- 3.10 The Agent shall, by the Owner and at the Owner’s cost, arrange for works to be carried out at the Property and/or Common Parts (once all necessary consents and approvals from any third party have been obtained):
- 3.10.1 to put and keep the Property and/or Common Parts in a state of repair and fit for human habitation in accordance with the FFHH Act;
  - 3.10.2 to investigate, and respond to, any notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;
  - 3.10.3 to defend any claims or proceedings issued by the tenant under the Act;
  - 3.10.4 to comply with any order issued by the courts under the FFHH Act.
- 3.11 The Agent shall, by the Owner and at the Owner’s cost:
- 3.11.1 ensure the installation of any smoke and carbon monoxide alarms in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022;
  - 3.11.2 ensure that the alarms are in proper working order on the day a new alarm is installed;
  - 3.11.3 ensure that the alarms are repaired or replaced the alarms (if required) as soon as practicable following a report from the tenant; and
  - 3.11.4 ensure that the alarms are repaired or replaced in accordance with any action specified in a remedial notice relating to the Property and/or Common Parts under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.

- 3.12 The Agent shall, by the Owner and at the Owner's cost,
- 3.12.1 arrange for a risk assessment to be carried out by a suitably qualified person and for all recommendations to be complied with;
- 3.12.2 ensure that fire doors and closers at the Property are in good working order when a new tenancy begins and at regular intervals in accordance with the Fire Safety (England) Regulations 2022;
- 3.12.3 ensure that fire doors or closers (if required) are repaired or replaced as practicable following an inspection or report from a qualified person;
- 3.13 The Agent shall, on enquiries from potential tenants, arrange and escort viewings and shall be informed of the outcome of all enquiries and viewings;
- 3.14 The Agent shall provide relevant information from potential tenants which will enable the Owner to assess the suitability of the tenant (and any guarantors) and to make references on any tenant who has indicated a firm intention to enter a tenancy agreement and shall forward the relevant information to the Owner;
- 3.15 The Agent shall ensure that sections 20–37 of the Immigration Act 2014 are complied with in the area in which the Property is situated, accept that the Agent shall be liable for the requirements of sections 20–37 of the Immigration Act 2014 and shall in particular:
- 3.15.1 ensure that the proposed tenant and from any intended adult occupier provide the necessary information and documentation required in order to complete the necessary checks on them;
- 3.15.2 ensure that the necessary "right to rent" checks in accordance with all relevant Home Office guidance are completed;
- 3.15.3 ensure that the results of those checks to the Owner as soon as possible;
- 3.15.4 ensure that the Agent does not discriminate against any proposed tenants in completing the necessary "right to rent" checks.
- 3.16 If the Property is to be let on a Multiple Occupation ('HMO') the Agent shall, if instructed by the Owner, at the Owner's cost:
- 3.16.1 ensure that the Property has the necessary licences required for the Property to be let as an HMO;
- 3.16.2 ensure that the Agent complies with the Agent's obligations under the Management of Houses in Multiple Occupation (England) Regulations 2006 and the Management of Houses in Multiple Occupation (Wales) Regulations 2006 (whichever applies); and
- 3.16.3 ensure that the Agent complies with the Agent's obligations in the licence conditions are complied with;
- 3.17 The Agent shall, if instructed by the Owner, arrange for a holding deposit agreement if a holding deposit is to be collected. The holding deposit shall be approved by the Owner. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so;
- 3.18 The Agent shall, by the Owner and at the Owner's cost, arrange for:

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3.18. The Agent shall conduct a photographic schedule of the property [(to include a photographic schedule of the property as required by an independent inventory clerk;

3.18. The Agent shall conduct a “check-in” with the tenant whereby the contents of the Property are confirmed by the tenant; and

3.18. The Agent shall conduct a “check-out” with the tenant whereby the contents of the Property are checked against the inventory and a report [(including a photographic schedule of the Property) is prepared for the Owner.

3.19 The Agent shall prepare an assured shorthold tenancy agreement for the tenant and shall obtain the Owner’s approval of the draft.

3.20 The Agent shall complete the tenancy agreement and complete the tenancy on behalf of the Owner instructs the Agent to do so. The Agent shall send the completed agreement to the Owner and tenant.

3.21 The Agent shall allow the tenant to occupy the Property until the tenant has:

3.21. The Agent shall provide the tenant with the tenancy agreement;

3.21. The Agent shall ensure the tenant has paid the first month’s rent;

3.21. The Agent shall ensure the tenant has paid a Security Deposit equivalent to [(five weeks’ rent)]; and

3.21. The Agent shall provide the tenant with a standing order form for future payments of rent to

3.22 The Agent shall ensure the Security Deposit is held in accordance with the relevant provisions of the Housing Act 2004.

3.23 The Agent shall provide the tenant within 30 days of the Security Deposit being paid the “Prescribed Information” required by the Housing Act 2004.

3.24 The Agent shall provide the tenant immediately after completion of the tenancy agreement with the latest version of the Ministry of Housing, Communities and Local Government’s “How to Rent: the checklist for private landlords (if the Property is in Wales) the Welsh Government’s “How to Rent: the checklist for the private Rented Sector – A Guide for Tenants”.

3.25 Subject to the tenant providing the necessary information (such as the name of the tenant, the relevant account numbers) the Agent shall notify the relevant Council Tax department and any utilities companies of the identity of the new tenant.

3.26 Subject to the tenant providing the necessary information (such as the name of the tenant, the relevant account numbers) the Agent shall pay outgoings on the following basis:

3.26. The Agent shall pay outgoings which fall to be paid by the tenant in respect of the Property (such as Council Tax, utilities bills and services such as telephone and broadband) but the

<sup>1</sup> In respect of properties with an annual rent of £50,000 or less, the Tenant Fees Act 2019 caps the amount of deposits for tenancies at £50,000 or capped at £5,000 for tenancies with an annual rent of £50,000 or more. Security deposits for new or renewed tenancies caught by the Tenant Fees Act 2019 are capped but the Welsh government has the power to introduce caps in the future.

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charges insofar as they relate to a period when occupied;

3.26. The Agent shall be responsible for the payment of ground rent, service charge and other sums due to the landlord or the landlord's managing agent or any other person;

3.26. The Agent shall be responsible for the payment of the Owner's premiums for insurance of the Property if the Owner is not able to arrange insurance cover for the Property;

3.26. The Agent shall not make any payment unless it has received an authorisation from the Owner;

3.26. The Agent shall be entitled to accept and pay invoices and demands for the payment of the sums referred to in this clause;

3.26. The Agent shall not be entitled to instruct the Agent not to make some or all of the types of payments referred to in this clause.

3.27 The Agent shall be responsible for and receive rent on behalf of the Owner in accordance with the terms of the tenancy agreement.

3.28 If rent is not paid within the agreed payment days after falling due, the Agent shall notify the Owner and shall be entitled to obtain payment by making telephone calls, sending up to three arrears letters.

3.29 The Agent shall inspect the Property every six months and shall report its findings to the Owner.

3.30 The Agent shall, at the request of the Owner and at the Owner's cost, conduct a survey of the Property [(to include photos of the Property)] and shall report its findings to the Owner.

3.31 The Agent shall be responsible for the notification of the Owner of any breaches of the terms of the tenancy agreement requiring repair, maintenance or replacement that are the responsibility of the Owner;

3.32 The Agent shall be responsible for the notification of the Owner of any issues raised by the tenant or by the Agent in relation to the Property.

3.33 The Agent shall be responsible for the day-to-day management of the Property and shall be responsible for the following basis:

3.33.1 The cost of repairs, maintenance, repairs or replacements shall be borne by the Owner;

3.33.2 The cost of any work on any one occasion is less than £<<insert amount>> the Agent may arrange for the work to be done on the Property at the expense of the Owner;

3.33.3 The cost of any work on any one occasion is £<<insert amount>>, e.g. £500, the Agent shall contact the Owner to obtain permission to carry out the work;

3.33.4 The work shall be done urgently and it is not practicable to obtain permission from the Owner, the Agent may arrange for the work to be done on the Property at the expense of the Owner.

3.33.5 The Agent shall be responsible for arranging major repairs or replacement of items costing in excess of £<<insert amount>>.

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- 3.34 The Agent shall keep accurate records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit its duly appointed representatives to inspect all such records and take copies thereof at all reasonable times (but not more than << >> months).
- 3.35 The Agent shall, <> days after the end of each month during the Agency Period, so long as necessary thereafter send to the Owner a statement, in relation to the Property:
- 3.35.1 the amount of the Commission payable to the Agent; and
- 3.35.2 the amount of the float for that month.
- 3.36 Having received the statement from the Owner the Agent shall retain:
- 3.36.1 a float of £<<insert>> as is required to top the float up to £<<insert>> and remit the balance to the Owner within << >> days of the end of the Agency Period;
- 3.37 If the Agent fails to pay the Commission or to top up the float the sum required from the Owner.
- 3.38 If:
- 3.38.1 the Agency Period is terminated pursuant to a break clause; or
- 3.38.2 the Agency Period ends before the end of a period for which Commission has been paid,
- the Agent shall pay to the Owner a proportionate part of the Letting Commission (which may be the Renewal Commission) within << >> days of the end of the Agency Period.
- 3.39 [The Agent shall, at the Owner's cost, serve a break clause or a Section 21 notice on the tenant to end the tenancy at the fixed term].
- 3.40 The Agent shall ensure that a member of staff available to the Owner at all reasonable times for the purposes of consultation and advice relating to the Property.
- 3.41 The Agent shall inform the Owner of any changes to laws and regulations relating to the Property for residential lettings and shall forthwith inform the Owner of a breach of any of those laws or regulations relating to the Property.
- 3.42 The Agent shall maintain in force during the Agency Period all licences and permits which are necessary or advisable for the performance of the Agency Period under these Terms and Conditions.
- 3.43 The Agent shall exercise due care and diligence and in accordance with the requirements of the relevant legislation.
- 3.44 The Agent shall ensure the suitability of tenants, timely payments, or the continuation of the tenancy and is not liable to the Owner in respect of any disputes between the Owner and tenant during the Agency Period.



3.45 The Agent shall not be aware of any personal interest in the Property for the purposes of the Estate Agents Act 1979.

3.46 Subject to the Terms and Conditions and to any directions which the Agent may from time to time properly give, the Agent shall be entitled to act under these Terms and Conditions in such manner as the Agent may think fit.

#### 4. The Owner's Obligations

4.1 The Owner(s) are the owner(s) of the Property and are entitled to let the Property on a shorthold tenancy. In particular the Owner confirms that:

4.1.1 The Property is not a leasehold property derived from a freeholder or superior landlord under the lease;

4.1.2 The Property is not subject to a mortgage from the Owner's mortgagee; and

4.1.3 The Property is not subject to a claim from the Owner's insurers

has obtained the necessary consents to be obtained before any tenancy agreement is signed.

4.2 The Owner(s) shall have a valid insurance policy in place for the Property.

4.3 The Owner(s) shall provide the Agent with two sets of keys to the Property and shall make further copies of the keys as necessary.

4.4 The Owner(s) shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

4.5 The Owner(s) shall fulfil their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:

4.5.1 Before a tenancy commences either:

present with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (less than 12 months old); or

present to arrange for an engineer to carry out the remedial work (at the cost of the Owner).

4.5.2 Before the expiry of the previous annual safety check (if the tenant is to remain in occupation after the expiry date),

present with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or

present to arrange for an engineer to carry out the remedial work (at the cost of the Owner) before

4.6 The Owner(s) shall fulfil their duties as a landlord under the Electrical Equipment Regulations 1994 (for electrical equipment purchased before 01 January 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 01 January 2016). In particular:

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4.6.1 ensure that all electrical equipment provided by the Owner complies with the Regulations; and

4.6.2 provide the Agent with a certificate from an electrician or a government-approved organisation (such as the Local Authority) of the electrical installations and appliances at the Property.

4.7 The Owner shall comply with the duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:

4.7.1 the Owner shall, or instruct the Agent to arrange for a qualified person to inspect and test every fixed electrical appliance at intervals of no more than 5 years;

4.7.2 provide the Agent with the report from a qualified and competent person;

4.7.3 the Owner shall supply, or instruct the Agent to supply, a copy of the report to each tenant within 28 days, and if the Property is managed by a local housing authority, within 7 days of request;

4.7.4 the Owner shall keep a copy of the report and give it to the Agent at the next inspection;

4.7.5 the Owner shall, or instruct the Agent to supply a copy of the report to the Agent before occupation; and

4.7.6 if the Owner is notified by a tenant within 28 days of a request from the tenant that there is a problem with the electrical safety of the Property, the Owner shall, or instruct the Agent to, carry out a further investigation or remedial work, the Owner shall, or instruct the Agent to carry out (at the cost of the Owner) any investigation or any remedial work which must be carried out by a qualified and competent person within 28 days of the request; and

4.7.7 the Owner shall, or instruct the Agent to, provide to the Agent written confirmation of completion of any investigation or remedial work along with the report to the Agent and also to the local housing authority within 28 days of the work being carried out.

4.8 The Owner shall comply with their responsibilities under the Regulatory Reform (Fire Safety) Order 2005 (as amended). The Owner may instruct the Agent to arrange for the fire safety assessment to be carried out, and to arrange for the fire safety assessment to be complied with at the cost of the Owner.

4.9 The Owner shall ensure that the Agent will be unable to market the Property for rent unless a valid Energy Performance Certificate (EPC) is available. The Owner shall, or instruct the Agent to, provide the Property with a valid EPC or instruct the Agent to arrange for a valid EPC to be provided for the Property (at the cost of the Owner).

4.10 If the Property has an energy efficiency rating of F or G the Owner shall ensure that the Property has been registered on the National Private Rented Sector (NPRS) and that the Energy Efficiency Standard (EES) remains in force.

4.11 The Owner shall comply with the statutory repairing obligations placed on residential landlords by the Landlord and Tenant Act 1985. The Owner shall

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- 4.12 The Owner shall comply with the Housing Health and Safety Rating System introduced by the Housing Act 2004. The Owner shall take reasonable steps to ensure the Property is in good repair and shall comply in a timely manner with any requirements imposed by the local authority.
- 4.13 The Owner shall comply with the statutory obligations placed on residential landlords by the Housing Act 2004. The Owner shall comply with these obligations. The Owner shall comply with any notice, complaint or proceedings issued by the local authority. The Owner will also comply with any orders issued by the court.
- 4.14 The Owner shall comply with their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022. In particular:
- 4.14.1 The Owner shall ensure that a tenancy begins either:
- 4.14.2 The Owner shall ensure that the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
- 4.14.3 The Owner shall ensure that the tenant to arrange for the necessary alarms to be installed at the property (at the cost of the Owner).
- 4.14.4 The Owner shall ensure that the alarm is in proper working order on the day a tenancy begins; or
- 4.14.5 The Owner shall ensure that the tenant to conduct such a check (at the cost of the Owner).
- 4.14.6 The Owner shall ensure that the alarms are repaired or replaced (if required) as soon as practicable following a report from the tenant; or
- 4.14.7 The Owner shall ensure that the tenant to conduct such repairs (at the cost of the Owner).
- 4.14.8 The Owner shall ensure that the remedial action specified in a remedial notice served on the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; or
- 4.14.9 The Owner shall ensure that the tenant to carry out such remedial action (at the cost of the Owner).
- 4.15 The Owner shall ensure that they are responsible for obtaining any licences required before letting the Property.
- 4.16 If the Owner understands that they are responsible for:
- 4.16.1 The Owner shall ensure that the Property is in good repair and shall comply in a timely manner with any requirements imposed by the local authority.
- 4.16.2 The Owner shall ensure that the Property is in good repair and shall comply in a timely manner with any requirements imposed by the local authority.

- 4.16. ...igations/conditions in the licence.
- 4.17 The ...e Agent in accordance with these Terms and  
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- 4.17.
- 4.17. ...entified in the Appointment Form or otherwise  
owner and the Agent.
- 4.18 If in ...held by the Agent are insufficient to pay the  
Com ...pay the shortfall to the Agent on demand.
- 4.19 At the ...tenancy the Owner shall provide the Agent with a  
float ...g. 250>> to meet expenditure on behalf of the  
Own
- 4.20 When ...t the Owner shall add further sums of money to  
the fl ...<<insert amount, e.g. 250>>.
- 4.21 The ...on Commission that is overdue by <<insert grace  
peri ...e at the rate of << e.g. 2>> per cent above the  
base ...s Bank plc from the due date until the date of  
paym
- 4.22 The ...Agent if the Owner is or becomes a non-UK  
resid ...t the Agent may be required to deal with rent in  
acco ...resident Landlords Scheme operated by HM  
Reve
- 4.23 The ...r obligations under the [Tenant Fees Act 2019]  
OR ...etc.) (Wales) Act 2019] as Landlord and will  
comp
- 4.24 The ...t they are legally responsible for the Property  
meet ...ents.
- 4.25 The ...will give all instructions to the Agent in writing.
- 4.26 [If the ...e Agent to serve a break notice pursuant to a  
break ...notice on the tenant to end the tenancy at the  
end ...Owner must give at least 2 weeks' written  
instru ...before the notice must be served. The Owner  
unde ...will not commence court proceedings to obtain a  
poss
- 4.27 Subje ...Agent with its obligations under these Terms and  
Conc ...indemnify the Agent against any liability (including  
but n ...nd expenses which the Agent may reasonably  
incur ...edings) which it may incur by reason only of it  
being ...agent.
5. **Duration and Termination of the Agency Contract**
- 5.1 The ...owner and the Agent shall come into force on the  
date ...ment Form and shall continue until terminated,  
subje ...ions.
- 5.2 Durin ...od either party may terminate the contract by  
giving ...than <<insert notice period, e.g. "1">> weeks  
writte ...or any time after the end of the first <<e.g. "8  
week ...Period.

- 5.3 Upon termination of the contract between the Agent and the Owner during the term of the tenancy:
- 5.3.1 The Agent shall be entitled to promote, market, advertise or solicit tenants on behalf of the Owner;
- 5.3.2 Compensation shall be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);
- 5.3.3 The terms of the Continuation of Tenancy shall continue to apply to a tenant introduced by the Agent (but shall not be payable otherwise);
- 5.3.4 The Agent shall have no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid commission);
- 5.4 During the term of the contract either party may terminate the contract by giving written notice of not less than <<insert notice period, e.g. "1">> months or any time after the end of the first <<e.g. "3">> months of the tenancy agreement.
- 5.5 Upon termination of the contract between the Agent and the Owner during the term of the tenancy:
- 5.5.1 The Agent shall be entitled to manage the Property;
- 5.5.2 The Agent's commission shall cease to be payable;
- 5.5.3 The Agent's commission shall become payable in full (with credit being given for any instalments paid prior to termination);
- 5.5.4 The terms of the Continuation of Tenancy will continue to apply;
- 5.5.5 The Agent shall have no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid commission);
- 5.6 The termination of the contract given by this clause 5 shall not prejudice either party in respect of the breach concerned (if any).
- 5.7 If at any time the Agent is acquired by any person or group of connected persons (as defined in Section 840 of the Income and Corporation Tax Act 2004) not having control of the Agent, the Agent shall forthwith give written notice to the person or group of connected persons and the Owner giving not less than << >> months written notice to the person or group of connected persons and the Owner after the notice from the Agent was given, to terminate the contract.
6. **Renewal or Continuation of Tenancy**
- 6.1 The Agent and the Owner and the tenant before the end of the term of the tenancy shall establish whether the parties wish to extend the tenancy, whether by entering into a new tenancy agreement or otherwise, and the Agent shall facilitate any negotiations.
- 6.2 If the tenancy is not renewed or continued after the expiry of the original tenancy agreement, the Agent shall have no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid commission);

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- 6.2.1 [The Commission] shall become payable in place of the Letting
- 6.2.2 [The Commission] shall (if the contract has not been [see 5]) remain payable.
- 6.3 The [Commission] shall be payable:
- 6.3.1 [The Commission] shall be payable starting on the expiry of the original tenancy [two years after that date; and
- 6.3.2 [The Commission] shall be payable if the tenant (or one of the original joint tenants) remains in the property.
7. **Complaints**
- 7.1 In accordance with the [Property Redress Schemes Order] the Agent is a member of a [redress scheme] with complaints.
- 7.2 The [redress scheme] is [The Property Ombudsman] [The Property Redress Scheme].
- 7.3 A copy of the [complaints handling procedure] may be obtained on request.
8. **Client Money Protection**
- 8.1 In accordance with the [Money Protection Schemes for Property Agents (Regulations 2019)] the Agent is a member of a [client money protection scheme].
- 8.2 The [client money protection scheme] is [The Agent's client money protection scheme is [The Agent's client money protection scheme]].
- 8.3 A copy of the [client money protection scheme] may be obtained on request.
9. **Nature of Agreement**
- 9.1 The [Agreement] between the Owner and the Agent is personal to the parties and does not create a mortgage or charge (otherwise than by floating charge) in favour of the Agent or its rights hereunder, or sub-contract or otherwise in favour of the Agent or its rights hereunder, except with the written consent of the Owner.
- 9.2 These [Terms and Conditions] together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may be amended by an instrument in writing signed by the duly authorised representatives of the parties.
- 9.3 Each party, in entering into the contract, it does not rely on any representation or other provision except as expressly provided in the [Terms and Conditions] or the Appointment Form, and all conditions, warranties or other provisions implied by statute or common law are excluded to the fullest extent possible by law.
- 9.4 No failure to exercise any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party shall be deemed to be a waiver of the same or any other provision.
- 9.5 If any provision of these [Terms and Conditions] is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these

Terms and Conditions shall continue to be valid as to the other provisions and the relevant provision.

## 10. Notices and

10.1 Any communication required or authorised by these Terms and Conditions shall be given by the other party to the other shall be given by:

10.1.1

10.1.2 by registered first class post; or

10.1.3 by telex, cable, facsimile transmission or comparable communication;

to the address given in clause 10.4.

10.2 Any communication given by post in the manner provided by clause 10.1.1 to the sender as undelivered shall be deemed to have been given >> day after the envelope containing it was so posted, provided that the envelope containing any such notice or information was paid, registered and posted, and that it has not been returned, shall be sufficient evidence that the notice or information has been given.

10.3 Any communication by e-mail, telex, cable, facsimile transmission or comparable communication shall be deemed to have been duly given, provided that a confirming copy of it is sent to the other party at the address given in clause 10.4.

10.4 Service of process for the purposes of any legal proceedings arising out of the contract shall be effected by either party by delivering a copy to the other party at its registered or principal office, or to its agent, or may be notified to it by the other party in writing.

## 11. Anti-Money Laundering

The Agent shall identify and verify the identity of the Owner. If the Owner cannot be provided or verified, the Agent may refuse to act as the Owner's agent and performing its duties in accordance with the agreement.

## 12. Data Protection

12.1 The personal data will be collected, processed, and stored in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("the UK GDPR"); the Data Protection Act 2018 (as amended); and the Privacy and Electronic Communications Regulations 2003 as amended.

12.2 For the purposes of the agreement, the Agent collects, processes, stores, and retains personal data, not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the Owner's rights and personal data sharing (where applicable), and a Privacy Notice [available from <<insert location>>]

OR [

13. **VAT**

These Terms of Service, including the schedule of VAT and any agreed between the parties, shall be valid from the date of the Agent's notification of the Owner.

The Appointment Form detail the Agent's fees inclusive of VAT and if the rate of VAT is changed by the government, it is the Owner will be liable to pay the new rate of VAT chargeable regardless of whether the Agent has

14. **Relationship**

Nothing in these Terms of Service shall create a partnership or joint venture between the Owner and the Agent.

The Appointment Form shall create, or be deemed to create, a relationship of employer and employee between the Owner and the Agent.

15. **Jurisdiction**

These Terms of Service shall be governed and construed in accordance with the law of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

[ANNEX – Agent's Terms and Conditions]