RESIDENTIAL LET

These Terms and Conditions appeared the letting of a residential the property during the tenancy. contract with the Agent so please

1. **Definitions**

"Agency Period"

"Appointment Form"

"Commission"

"Common Parts"

"FFHH Act"

"HHSRS Regulations"

"Introduction Period"

"Letting Commission"

AND CONDITIONS

gent>> ("**Agent**") is appointed to shorthold tenancy and to manage ns form the basis of the Owner's e signing the Appointment Form.

on Period and the Management

completed and signed by the tin order to appoint the Agent as

e Letting Commission (or as the newal Commission) and the ssion, which is to be paid monthly o the provisions below regarding ency contract;

shared areas of the building in rms part and which the Owner rest;

luman Habitation) Act 2018;

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

rting on the date this contract ending when a tenancy in relation to the Property;

on>>]

"Management VAT (<< >>% plus mea Commission" n to the Property for the VAT first hent (or, if the tenancy f less than a year. << agre >>% % plus VAT) of the Rent due tenancy agreement); [<<d "Management Period" en a tenancy agreement mea is sid perty and ending when this "Owner" mea erty; "Property" ied in the Appointment mea Forn "Redress Schemes Order" hes for Lettings Agency meal Wor ment Work (Requirement England) Order 2014; to Be VAT (<< >>% plus VAT) "Renewal Commission" mea the Property for the year of th com a tenancy agreement (or, if the reement has a fixed term of le inclusive of VAT (<< >>% ue for the whole term of the r eement): [<<e "Rent" mea tenant of the Property unde eived from a tenant in "Security Deposit" mea resp of the tenant's obligations in th 1.1 to "writing", or cognate Any reference in these expressions, includes a ref cation effected by e-mail, telex, cable, facsimile transr 1.2 Any reference in these Terr statute or provision of a statute shall be construed statute or provision as amended, re-enacted or ext 1.3 The headings in this docume nly and shall not affect its interpretation. **Appointment of Agent** The Owner appoints the Ag 2.1 in relation to the Property by carrying out the duties re 2.2 Unless otherwise stated in t ne Owner shall not during the Agency Period appoint e Owner's agent for the purposes mentioned in claus

2.

anaged Service).

The Agent's The tenar With partid photo Agen its we other The A The 3.4.1 3.4.2 The avail 3.5.1 3.5.2 The 3.6.1 3.6.2 3.6.3 3.6.4

Property for letting on an assured shorthold

nerality of clause 3.1, the Agent shall prepare luding a written description [, video footage] and articulars have been approved by the Owner, the s printed advertising materials and add them to rect a 'To Let' board outside the Property unless wner.

er advice on the Property's rental value.

wner and at the Owner's cost, arrange for an certificate (EPC) to be prepared for the Property

ective tenant is provided with a copy of the EPC Property.

b market the Property unless a valid EPC is

ergy efficiency rating between A-E (inclusive); or has been registered on the National PRS nd remains in force.

ner and at the Owner's cost, arrange for gas and s to be carried out before a tenancy commences

ligations in the Gas Safety (Installation and Use) 98; and

Equipment (Safety) Regulations 1994 (for chased before 08 December 2016) and the ment (Safety) Regulations 2016 (for appliances r after 08 December 2016); and

ligations in the Electrical Safety Standards in the Sector (England) Regulations 2020; and

ctive tenant is provided with copies of the latest electrical testing reports for fixed electrical wiring before they occupy the Property;

r's continuing obligations in the Electrical Safety te Rented Sector (England) Regulations 2020 as er (and at the cost of the Owner) as set out in ement and:

ective tenant is provided with copies of the fire importance of fire door information if required by and) Regulations 2022 before they occupy the thereafter.

3.

3.1

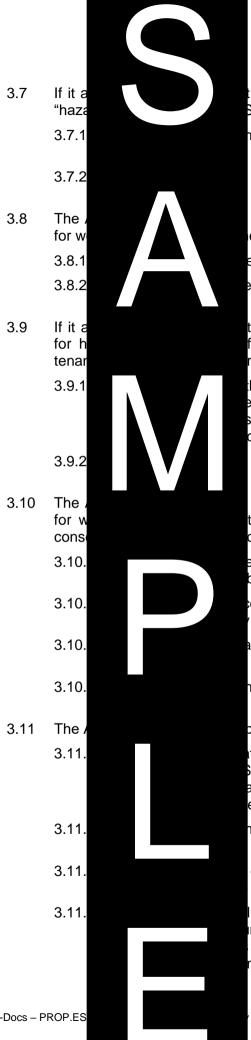
3.2

3.3

3.4

3.5

3.6



there are or may be at the Property any of the SRS Regulations the Agent shall either:

he hazards and the steps that need to be taken:

Owner seek advice from a suitably qualified

by the Owner and at the Owner's cost, arrange e Property:

e hazards specified in HHSRS Regulations;

or order issued by the local authority under the

t the Property and/or Common Parts are not "fit fined in the FFHH Act at any time during the

he state of the Property and/or Common Parts eed to be taken to put and keep the Property in a state that is fit for human habitation as ct; or

Owner seek advice from a suitably qualified

by the Owner and at the Owner's cost, arrange t the Property and/or Common Parts (once all orks from any third party have been obtained):

ep the Property and/or Common Parts in a state bitation in accordance with the FFHH Act;

e, complaint or reports issued by the tenant in and/or Common Parts:

ims or proceedings issued by the tenant under

h an order issued by the courts under the FFHH

by the Owner and at the Owner's cost:

tion of any smoke and carbon monoxide alarms moke and Carbon Monoxide Alarm (England) amended by The Smoke and Carbon Monoxide egulations 2022:

h is in proper working order on the day a new

or replace the alarms (if required) as soon as following a report from the tenant; and

action specified in a remedial notice relating to nder The Smoke and Carbon Monoxide Alarm 2015 as amended by The Smoke and Carbon ndment) Regulations 2022.



by the Owner and at the Owner's cost,

k assessment to be carried out by a suitably and for all recommendations to be complied

and closers at the Property are in good working new tenancy begins and at regular intervals in re Safety (England) Regulations 2022

r replace the fire doors or closers (if required) as racticable following an inspection or report from

uiries from potential tenants, arrange and escort r informed of the outcome of all enquiries and

ant information from potential tenants which will the suitability of the tenant (and any guarantors) ferences on any tenant who has indicated a firm a tenancy agreement and shall forward the

that sections 20–37 of the Immigration Act 2014 area in which the Property is situated, accept the requirements of sections 20–37 of the Downer and shall in particular:

sed tenant and from any intended adult occupier prmation and documentation required in order to checks on them;

t" checks in accordance with all relevant Home be and guidance;

those checks to the Owner as soon as possible;

liscriminate against any proposed tenants in rent" checks.

Multiple Occupation ('HMO') the Agent shall, if it the Owner's cost:

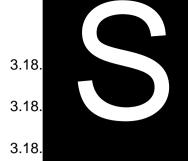
erty has the necessary licences required for the an HMO:

's obligations under the Management of Houses ion (England) Regulations 2006 and the es in Multiple Occupation (Wales) Regulations (whichever applies); and

er's obligations in the licence conditions are

ding deposit agreement if a holding deposit is to be approved by the Owner. The Agent shall sign nt on behalf of the Owner if the Owner instructs

by the Owner and at the Owner's cost, arrange



- 3.19 The signa
- 3.20 The beha send
- 3.21 The has:
 - 3.21.
 - 3.21.
 - 3.21.
 - 3.21.
- 3.22 The provi
- 3.23 The being
- 3.24 The agree Hous for re public
- 3.25 Subjection name notify and of
- 3.26 Subje Owne relati
 - 3.26.

roperty [(to include a photographic schedule of red by an independent inventory clerk;

conduct a "check-in" with the tenant whereby the ry are confirmed by the tenant; and

conduct a "check-out" with the tenant whereby tents of the Property are checked against the ntory and a report [(including a photographic is prepared for the Owner.

in assured shorthold tenancy agreement for ant and shall obtain the Owner's approval of the

ancy agreement and complete the tenancy on ner instructs the Agent to do so. The Agent shall greement to the Owner and tenant.

e tenant to occupy the Property until the tenant

reement:

ared funds the first month's rent;

eared funds a Security Deposit equivalent to [five veeks' rent]; and

nding order form for future payments of rent to

security Deposit in accordance with the relevant 2004.

e tenant within 30 days of the Security Deposit information" required by the Housing Act 2004.

immediately after completion of the tenancy ant with the latest version of the Ministry of ocal Government's "How to Rent: the checklist in Property is in Wales) the Welsh Government's vate Rented Sector – A Guide for Tenants".

ssing the necessary information (such as the the relevant account numbers) the Agent shall incil Tax department and any utilities companies the identity of the new tenant.

funds (either by way of a float provided by the by the tenant) the Agent shall pay outgoings following basis:

y outgoings which fall to be paid by the tenant in pperty (such as Council Tax, utilities bills and ices such as telephone and broadband) but the

©Simply-Docs - PROP.ES

¹ In respect of prope Tenant Fees Act 201 £50,000 or capped at deposits for tenancies introduce caps in the

eposits for new or renewed tenancies caught by the weeks' rent for a tenancy with an annual rent under ncy with an annual rent of £50,000 or more. Security capped but the Welsh government has the power to



charges insofar as they relate to a period when cupied;

bund rent, service charge and other sums due to l or the landlord's managing agent or any /;

the Owner's premiums for insurance of the nt is not able to arrange insurance cover for the

make any payment unless it has received an

titled to accept and pay invoices and demands

t the Agent not to make some or all of the types in this clause.

and receive rent on behalf of the Owner in the tenancy agreement.

ing days after falling due, the Agent shall notify to obtain payment by making telephone calls, ling up to three arrears letters.

Property every six months and shall report its

by the Owner and at the Owner's cost, conduct the Property [(to include photos of the Property report its findings to the Owner.

wner of any breaches of the terms of the tenancy quiring repair, maintenance or replacement that

Owner of any issues raised by the tenant or by operty.

sible for the day-to-day management of the desmen to carry out minor repairs, maintenance wing basis:

hance, repairs or replacements shall be borne by

k on any one occasion is less than £<<insert ne Agent may arrange for the work to be done e Owner;

on any one occasion is £<<insert amount, e.g. ent shall contact the Owner to obtain permission rk:

e done urgently and it is not practicable to obtain n the Agent may arrange for the work to be done of the Owner.

responsible for arranging major repairs or placement of items costing in excess of £<<insert

3.27

3.28

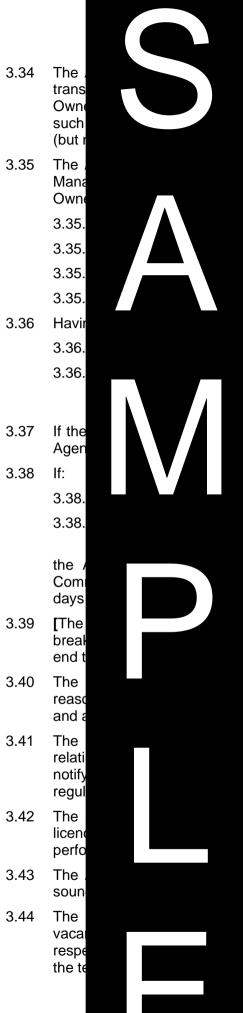
3.29

3.30

3.31

3.32

3.33



d records and accurate accounts of all financial operty and shall at the reasonable request of the its duly appointed representatives to inspect all and take copies thereof at all reasonable times / << >> months).

>> days after the end of each month during the so long as necessary thereafter send to the t, in relation to the Property:

the Agent; and

agent as a float for that month.

he Owner the Agent shall retain:

as is required to top the float up to £<<insert nd remit the balance to the Owner within << >>

to pay the Commission or to top up the float the of the sum required from the Owner.

s terminated pursuant to a break clause; or

Property before the end of a period for which has been paid,

he Owner a proportionate part of the Letting nay be the Renewal Commission) within << >> e Property.

by the Owner and at the Owner's cost, serve a ak clause or a Section 21 notice on the tenant to the fixed term.

ember of staff available to the Owner at all assonable notice for the purposes of consultation perty.

In the large was an and shall forthwith the saware of a breach of any of those laws or roperty.

maintain in force during the Agency Period all vals which are necessary or advisable for the er these Terms and Conditions.

due care and diligence and in accordance with

the suitability of tenants, timely payments, or of the tenancy and is not liable to the Owner in y disputes between the Owner and tenant during

- 3.45 The *I* for th
- 3.46 Subje which entitle manr

- not aware of any personal interest in the Property of the Estate Agents Act 1979.
- e Terms and Conditions and to any directions time to time properly give, the Agent shall be s under these Terms and Conditions in such

4. The Owner'

- 4.1 The to let that:
 - 4.1.1
 - 4.1.2
 - 4.1.3 has signe
- 4.2 The Prope
- 4.3 The confi
- 4.4 The Furni
- 4.5 The (Insta
 - 4.5.1

4.5.2

4.6 The Equip befor 2016 partic are the owner(s) of the Property and are entitled orthold tenancy. In particular the Owner confirms

from a freeholder or superior landlord under the ease:

rom the Owner's mortgagee; and

rom the Owner's insurers

e obtained before any tenancy agreement is

y have a valid insurance policy in place for the

Agent with two sets of keys to the Property and nake further copies of the keys as necessary.

all furnishings in the Property comply with the e) (Safety) Regulations 1988 (as amended).

ir duties as a landlord under the Gas Safety ions 1998. In particular:

a tenancy commences either:

ent with a copy of the report from the last annual arried out by a Gas Safe registered engineer less than 12 months old); or

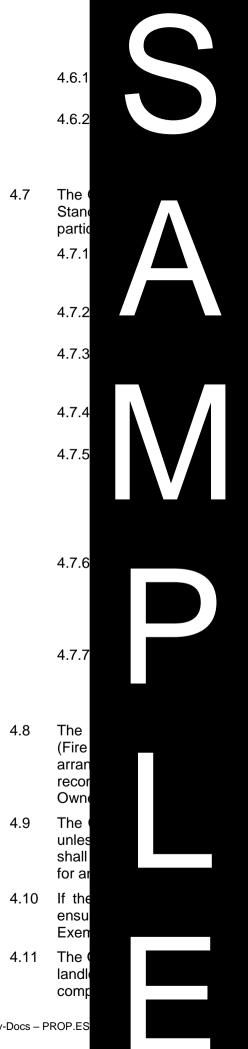
ent to arrange for an engineer to carry out the remedial work (at the cost of the Owner).

e the expiry of the previous annual safety check is to remain in occupation after the expiry date),

ent with a copy of the next annual safety check Gas Safe registered engineer; or

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

eir duties as a landlord under the Electrical ons 1994 (for electrical equipment purchased nd the Electrical Equipment (Safety) Regulations t purchased on or after 08 December 2016). In



re that all electrical equipment provided by the complies with the Regulations; and

le the Agent with a certificate from an electrician a government-approved organisation (such as ty of the electrical installations and appliances at

duties as a landlord under The Electrical Safety ented Sector (England) Regulations 2020. In

e, or instruct the Agent to arrange for a qualified on to inspect and test every fixed electrical erty at intervals of no more than 5 years;

le the Agent with the report from a qualified and

the Owner shall supply, or instruct the Agent to report to each tenant within 28 days, and if housing authority, within 7 days of request;

shall keep a copy of the report and give it to the e next inspection:

v, or instruct the Agent to supply a copy of the

efore occupation; and

tenant within 28 days of a request from the

urther investigation or remedial work, the Owner truct the Agent to carry out (at the cost of the vestigation or any remedial work which must be ied and competent person within 28 days of the stated: and

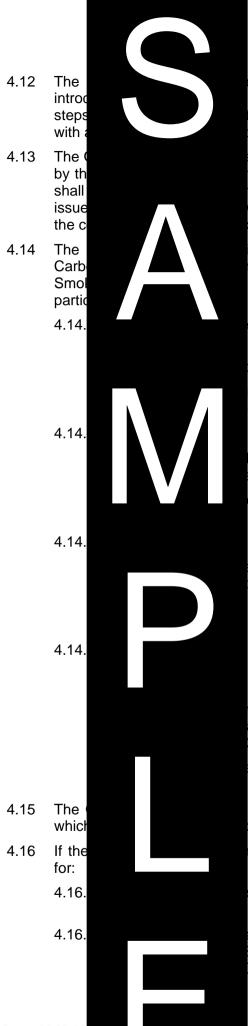
to the Agent written confirmation of completion gative or remedial work along with the report to d also to the local housing authority within 28 carried out.

ir responsibilities under the Regulatory Reform amended. The Owner may instruct the Agent to ment to be carried out, and to arrange for the essment to be complied with at the cost of the

the Agent will be unable to market the Property nance Certificate (EPC) is available. The Owner with a valid EPC or instruct the Agent to arrange the Property (at the cost of the Owner).

by efficiency rating of F or G the Owner shall on has been registered on the National PRS ains in force.

atutory repairing obligations placed on residential Landlord and Tenant Act 1985. The Owner shall



e Housing Health and Safety Rating System g Act 2004. The Owner shall take reasonable the Property and shall comply in a timely manner by by the local authority.

atutory obligations placed on residential landlords shall comply with these obligations. The Owner nner with any notice, complaint or proceedings wher will also comply with any orders issued by

ir duties as a landlord under The Smoke and gland) Regulations 2015 as amended by The de Alarm (Amendment) Regulations 2022. In

a tenancy begins either:

ng to the Agent that all necessary smoke and de alarms have been installed at the property; or ent to arrange for the necessary alarms to be cost of the Owner).

n alarm is in proper working order on the day a egins; or

ent to conduct such a check (at the cost of the

epairs or replace the alarms (if required) as soon practicable following a report from the tenant; or ent to conduct such repairs (at the cost of the

remedial action specified in a remedial notice Property served under The Smoke and Carbon m (England) Regulations 2015 as amended by and Carbon Monoxide Alarm (Amendment) 22; or

ent to carry out such remedial action (at the cost

they are responsible for obtaining any licences pre letting the Property.

e Owner understands that they are responsible

s which are legally required before letting the

ations under the Management of Houses in ingland) Regulations 2006 and the Management Occupation (Wales) Regulations 2006 (whichever 4.16.

4.17 The Cond

4.17.

4.17.

4.18 If in Com

4.19 At the float Owner

4.20 When the fl

4.21 The (perio base paym

4.22 The resid according Reversity

4.23 The OR Comp

4.24 The meet

4.25 The (

4.26 [If th break end instruunde posse

4.27 Subjection Concurrence but represented by the concurrence con

5. **Duration an**

5.1 The date subje

5.2 Durin givin writte week igations/conditions in the licence.

Agent in accordance with these Terms and

entified in the Appointment Form or otherwise wner and the Agent.

held by the Agent are insufficient to pay the pay the shortfall to the Agent on demand.

nancy the Owner shall provide the Agent with a g. 250>> to meet expenditure on behalf of the

t the Owner shall add further sums of money to <<insert amount, e.g. 250>>.

on Commission that is overdue by <<insert grace at the rate of << e.g. 2>> per cent above the service Bank plc from the due date until the date of

Agent if the Owner is or becomes a non-UK tithe Agent may be required to deal with rent in tesident. Landlords Scheme operated by HM

r obligations under the [Tenant Fees Act 2019] etc.) (Wales) Act 2019] as Landlord and will

t they are legally responsible for the Property ents.

will give all instructions to the Agent in writing.

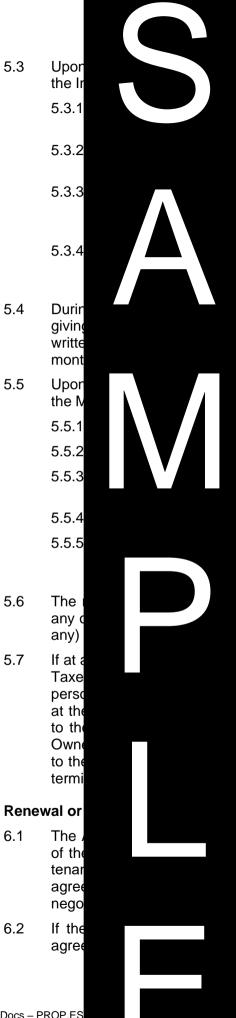
e Agent to serve a break notice pursuant to a notice on the tenant to end the tenancy at the Owner must give at least 2 weeks' written fore the notice must be served. The Owner will not commence court proceedings to obtain a

Agent with its obligations under these Terms and idemnify the Agent against any liability (including nd expenses which the Agent may reasonably edings) which it may incur by reason only of it agent.

cy Contract

mer and the Agent shall come into force on the ment Form and shall continue until terminated, ons.

bd either party may terminate the contract by than <<insert notice period, e.g. "1">> weeks or any time after the end of the first <<e.g. "8 Period.



ontract between the Agent and the Owner during

to promote, market, advertise or solicit tenants

n shall be payable if a tenancy is granted to a e Agent (but shall not be payable otherwise);

Continuation of Tenancy) shall continue to apply to a tenant introduced by the Agent (but shall

o claim against the Owner for compensation for oss of goodwill or any similar loss (except unpaid

iod either party may terminate the contract by than <<insert notice period, e.g. "1">> months r any time after the end of the first <<e.g. "3 enancy agreement.

ontract between the Agent and the Owner during

to manage the Property:

mission shall cease to be payable;

hall become payable in full (with credit being hstalments paid prior to termination);

Continuation of Tenancy) will continue to apply;

o claim against the Owner for compensation for oss of goodwill or any similar loss (except unpaid

intract given by this clause 5 shall not prejudice ither party in respect of the breach concerned (if

ed in Section 840 of the Income and Corporation is acquired by any person or group of connected h 839 of that Act) not having control of the Agent riod, the Agent shall forthwith give written notice person or group of connected persons and the ving not less than << >> months written notice eys after the notice from the Agent was given, to

wher and the tenant before the end of the term establish whether the parties wish to extend the n, whether by entering into a new tenancy or otherwise, and the Agent shall facilitate any

upation after the expiry of the original tenancy

6.

6.2.1 6.2.2 The 6.3.1 6.3.2

sion shall become payable in place of the Letting

mmission shall (if the contract has not been se 5) remain payable.

payable:

nd starting on the expiry of the original tenancy two years after that date; and

ant (or one of the original joint tenants) remains operty.

ess Schemes Order the Agent is a member of a three thr

ess scheme is [The Property Ombudsman] [The

laints handling procedure may be obtained on

Money Protection Schemes for Property Agents Scheme etc.) Regulations 2019 the Agent is a roved client money protection scheme.

he Agent's client money protection scheme is folient money protection scheme">>1.

ite of membership of the client money protection equest.

ner and the Agent is personal to the parties and ortgage or charge (otherwise than by floating its rights hereunder, or sub-contract or otherwise s hereunder, except with the written consent of

together with the Appointment Form contain the e parties with respect to the Property and may an instrument in writing signed by the duly the parties.

t, in entering into the contract, it does not rely on or other provision except as expressly provided as or the Appointment Form, and all conditions, blied by statute or common law are excluded to law.

party in exercising any of its rights under the pe a waiver of that right, and no waiver by either vision of the contract shall be deemed to be a ach of the same or any other provision.

ns and Conditions is held by any court or other alid or unenforceable in whole or in part, these

6.3

- 7.1 In ac redre
- 7.2 The Prope
- 7.3 A co reque

8. Client Mone

- 8.1 In ac (Req mem
- 8.2 The **[**<<in
- 8.3 A cop schei

9. Nature of A

- 9.1 The control neith charged delegative of the control of the con
- 9.2 Thes entire not I author
- 9.3 Each any r in the warra
- 9.4 No facontriparty
- 9.5 If any comp

©Simply-Docs - PROP.ES

Term the re

10. Notices and

10.1 Any Cond

10.1.

10.1.

10.1.

to the

10.2 Any 10.1. have poste was been inforr

10.3 Any r comp giver as pr 10.4

10.4 Servi conc causi or to from

11. Anti-Money

The Agent satisfactory be prohibite accordance

12. Data Proted

12.1 The held Data (and Com

12.2 For description personal description personal description for the pleas on the

ontinue to be valid as to the other provisions and provision.

on required or authorised by these Terms and er party to the other shall be given by:

registered first class post; or

lex, cable, facsimile transmission or comparable on:

ss given in clause 10.4.

ven by post in the manner provided by clause of the sender as undelivered shall be deemed to post of the sender as undelivered shall be deemed to post of the sender the envelope containing it was so be velope containing any such notice or information paid, registered and posted, and that it has not er, shall be sufficient evidence that the notice or en.

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

for the purposes of any legal proceedings the contract shall be effected by either party by ne other party at its registered or principal office, may be notified to it by the other party in writing

ρS

dentify and verify the identity of the Owner. If er cannot be provided or verified, the Agent may the Owner's agent and performing its duties in ement.

bersonal data will be collected, processed, and provisions of EU Regulation 2016/679 General 'the UK GDPR"); the Data Protection Act 2018 ereunder); and the Privacy and Electronic 2003 as amended.

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

13. **VAT**

These Term of VAT and agreed betw from the dat notified the 0

14. Relationshi

Nothing in to partnership of Agent.

15. **Jurisdiction**

These Term accordance the non-excl

[ANNEX - Agent's

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

tions shall create, or be deemed to create, a loyer and employee between the Owner and the

be governed and construed in all respects in a and Wales, and each party hereby submits to nglish and Welsh courts.

