

RESIDENTIAL LETTING  
(LETTING & DEPOSIT HOLDING SERVICE)

TERMS AND CONDITIONS  
(LETTING & DEPOSIT HOLDING SERVICE)

These Terms and Conditions apply to secure the letting of a residential property. These Terms and Conditions form the basis of the letting agreement. Please read them carefully before signing the Appointment Form.

The Agent (>> “**Agent**”) is appointed to secure the letting of a residential property on a shorthold tenancy. The Terms and Conditions form the basis of the letting agreement. Please read them carefully before signing the Appointment Form.

1. Definitions

“**Agency Period**”

Starting on the date this contract is signed, ending when a tenancy is let on the Property in relation to the Property;

“**Appointment Form**”

The form to be completed and signed by the Owner in order to appoint the Agent as the Letting Agent;

“**Commission**”

The Letting Commission (or as the Renewal Commission) which is to be paid to the Agent, subject to the provisions of the Agency Contract; and

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

“**Letting Commission**”

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

on>>]

“**Owner**”

The Person who owns the Property;

“**Property**”

The Property identified in the Appointment Form;

“**Redress Schemes Order**”

The Redress Schemes for Lettings Agency Management Work (Requirement for Redress etc) (England) Order 2014;

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| <p><b>“Renewal Commission”</b> means the Renewal Commission established by the Housing Act 1988 (the “1988 Act”) if the tenancy is a fixed term tenancy of less than two years plus a break clause (or replacement tenancy);</p>   |  | <p>AT (&lt;&lt; &gt;&gt;% plus VAT) of the Property for the year of the tenancy agreement (or, if the tenancy agreement has a fixed term of less than two years, the whole term of the tenancy agreement);</p> |
| <p><b>“Rent”</b> means the sum payable by the tenant of the Property under the tenancy agreement;</p>  |  |  |
| <p><b>“Security Deposit”</b> means the sum paid or received from a tenant in respect of the tenant’s obligations in the tenancy;</p>   |  |  |
| <p>1.1 Any reference in these Terms to “writing”, or cognate expressions, includes a reference to communication effected by e-mail, telex, cable, facsimile transmission or any other means of electronic communication;</p> <p>1.2 Any reference in these Terms to a statute shall be construed as a reference to that statute as amended, re-enacted or extended.</p> <p>1.3 The headings in this document are for convenience only and shall not affect its interpretation.</p>   |  |  |
| <p>2. <b>Appointment of Agent</b></p> <p>2.1 The Owner appoints the Agent to act on its behalf in relation to the Property by carrying out the duties referred to in clause 3.</p> <p>2.2 Unless otherwise stated in the tenancy agreement, the Owner shall not during the Agency Period appoint any other person as the Owner’s agent for the purposes mentioned in clause 2.1.</p>   |  |  |
| <p>3. <b>The Agent’s Duties</b></p> <p>3.1 The Agent shall market the Property on an assured shorthold tenancy at a market rent.</p> <p>3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, including photographs and, once the Agent has obtained the written approval of the Owner, the Agent shall include them in its website. The Agent shall also prepare a video of the Property outside the Property unless otherwise instructed by the Owner.</p> <p>3.3 The Agent shall give the Owner a written statement of the Property’s rental value.</p> <p>3.4 The Agent shall:</p> <p>3.4.1 if requested by the Owner, at the Owner’s cost, arrange for an Energy Performance Certificate to be obtained prior to marketing; and</p> <p>3.4.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.</p> <p>3.5 The Agent will be unable to market the Property unless a valid EPC is available.</p> |  |  |

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3.5.1 The Energy efficiency rating between A-E (inclusive); or

3.5.2 The Property has been registered on the National PRS and remains in force.

3.6 The Agent

3.6.1 The Agent and at the Owner's cost, arrange for gas and tests to be carried out before a tenancy commences:

obligations in the Gas Safety (Installation and Use) Regulations 1998; and

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

obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and

3.6.2 The prospective tenant is provided with copies of the latest electrical testing reports for fixed electrical wiring and the results of the tests before they occupy the Property; and

3.6.3 The Agent's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as set out in the Regulations (and at the cost of the Owner) as set out in the Regulations; and

3.6.4 The 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 the HHSRS Regulations the Agent shall either:

3.7.1 Advise the prospective tenant of the hazards and the steps that need to be taken;

3.7.2 Advise 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 on the Property:

3.8.1 To remedy the hazards specified in HHSRS Regulations;

3.8.2 To comply with any notice or order issued by the local authority under the HHSRS Regulations.

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 Advise the Owner of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property in a state that is fit for human habitation as defined in the FFHH Act; or

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- 3.9.2 The Owner seek advice from a suitably qualified
- 3.10 The Owner shall, by the Owner and at the Owner's cost, arrange for works at the Property and/or Common Parts (once all necessary consents and approvals from any third party have been obtained):
- 3.10.1 To keep the Property and/or Common Parts in a state of repair and maintenance in accordance with the FFHH Act;
- 3.10.2 To investigate, comply with, or 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 FFHH Act;
- 3.10.4 To comply with an order issued by the courts under the FFHH Act;
- 3.11 The Owner shall, by the Owner and at the Owner's cost:
- 3.11.1 To 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 (England) Regulations 2022); and
- 3.11.2 To ensure that any alarm is in proper working order on the day a new tenancy begins;
- 3.12 The Owner shall, by the Owner and at the Owner's cost:
- 3.12.1 To ensure that a fire risk assessment to be carried out by a suitably qualified person and arrange for the recommendations in the assessment to be implemented;
- 3.12.2 To 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; and
- 3.12.3 To ensure that fire doors or closers (if required) are repaired or replaced in a timely manner or replace the fire doors or closers (if required) as practicable following an inspection or report from a competent person;
- 3.13 The Owner shall, in response to enquiries from potential tenants, arrange and escort viewings of the Property and shall be informed of the outcome of all enquiries and viewings;
- 3.14 The Owner shall, in response to enquiries from potential tenants, provide relevant information from potential tenants which will enable the Owner to assess the suitability of the tenant (and any guarantors) and to provide references on any tenant who has indicated a firm intention to enter into a tenancy agreement and shall forward the relevant information to the relevant authorities;
- 3.15 The Owner shall ensure that sections 20–37 of the Immigration Act 2014 are complied with in the area in which the Property is situated, accept responsibility for the requirements of sections 20–37 of the Immigration Act 2014 and shall in particular:
- 3.15.1 To ensure that the 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 To ensure that the tenant and from any intended adult occupier complete the necessary "right to rent" checks in accordance with all relevant Home Office guidance;

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| 3.15.  | S | those checks to the Owner as soon as possible;  |
| 3.15.  | A | discriminate against any proposed tenants in "to rent" checks.                          |
| The Agent shall provide a holding deposit agreement if a holding deposit is to be collected. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so.  |   |   |
| The Agent shall, by the Owner and at the Owner's cost, arrange for:  |   |   |
| 3.17.  | A | property [(to include a photographic schedule)] to a dependent inventory clerk; and     |
| 3.17.  |   | conduct a "check-in" with the tenant whereby the inventory are confirmed by the tenant. |
| The Agent shall obtain an assured shorthold tenancy agreement for the tenant and shall obtain the Owner's approval of the draft tenancy agreement.   | M |   |
| The Agent shall complete the tenancy agreement and complete the tenancy agreement if the Owner instructs the Agent to do so. The Agent shall submit the completed tenancy agreement to the Owner and the tenant to occupy the Property until the tenant has: |   |   |
| 3.20.  |   | agreement;  |
| 3.20.  |   | received funds the first month's rent;  |
| 3.20.  | P | received funds a Security Deposit equivalent to [five weeks' rent]; and                 |
| 3.20.  |   | standing order form for future payments of rent to                                      |
| The Agent shall provide a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.   |   |   |
| The Agent shall provide the tenant within 30 days of the Security Deposit being received the "check-in" information required by the Housing Act 2004.  |   |   |
| The Agent shall, immediately after completion of the tenancy agreement, submit to the local Government's "How to Rent: the checklist for private rented properties in Wales" the Welsh Government's "Private Rented Sector – A Guide for Tenants".           | L |   |
| The Agent shall, 14 days after completion of a tenancy agreement, send the tenant setting out the rent received from the tenant to the Agent and shall submit an invoice for the   |   |   |

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- 3.25 Having provided the invoice to the Owner the Agent shall retain the Commission balance to the Owner within << >> days.
- 3.26 If the Agent is to pay the Commission the Agent shall notify the Owner from the Owner.
- 3.27 If:
- 3.27.1 The tenancy is terminated pursuant to a break clause; or
- 3.27.2 The Agent vacates the Property before the end of a period for which the Commission has been paid,
- the Agent shall pay the Owner a proportionate part of the Commission (or a proportionate part of the Renewal Commission) within << >> days of the termination of the tenancy.
- 3.28 The Agent shall ensure a member of staff available to the Owner at all reasonable times on reasonable notice during the Agency Period for the purpose of providing information and advice relating to the Property.
- 3.29 The Agent shall maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of the duties under these Terms and Conditions.
- 3.30 The Agent shall exercise due care and diligence and in accordance with the requirements of the relevant legislation.
- 3.31 The Agent shall ensure the suitability of tenants, timely payments, or compliance with the terms of the tenancy and is not liable to the Owner in respect of any disputes between the Owner and tenant during the Agency Period.
- 3.32 The Agent shall not be aware of any personal interest in the Property arising from the Agency Period of the Estate Agents Act 1979.
- 3.33 Subject to the Terms and Conditions and to any directions from time to time properly given, the Agent shall be entitled to exercise the powers under these Terms and Conditions in such a manner as to best promote the interests of the Owner.
4. **The Owner's Obligations**
- 4.1 The Owner shall be the owner(s) of the Property and are entitled to let the Property on a long leasehold tenancy. In particular the Owner confirms that:
- 4.1.1 The Property is derived from a freeholder or superior landlord under the lease;
- 4.1.2 The Property is not subject to the Owner's mortgagee; and
- 4.1.3 The Property is not subject to the Owner's insurers
- has obtained all necessary consents to be obtained before any tenancy agreement is entered into.
- 4.2 The Owner shall ensure that the Property has a valid insurance policy in place for the duration of the Agency Period.
- 4.3 The Owner shall provide the Agent with two sets of keys to the Property and shall ensure that the Agent make further copies of the keys as necessary.
- 4.4 The Owner shall ensure that all furnishings in the Property comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

- 4.5 The Agent shall fulfil their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:
- 4.5.1 The Agent shall ensure that, when a tenancy commences either:
- the tenant is provided 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
  - the Agent is to arrange for an engineer to carry out the remedial work (at the cost of the Owner).
- 4.5.2 The Agent shall ensure that, when the expiry of the previous annual safety check is to remain in occupation after the expiry date),
- the tenant is provided with a copy of the next annual safety check by a Gas Safe registered engineer; or
  - the Agent is to arrange for an engineer to carry out the remedial work (at the cost of the Owner) before the expiry date.
- 4.6 The Agent shall fulfil their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994 (for electrical equipment purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016). In particular:
- 4.6.1 The Agent shall ensure that all electrical equipment provided by the Owner complies with the above regulations; and
- 4.6.2 The Agent shall provide the Agent with a certificate from an electrician or a government-approved organisation (such as the Electrical Safety Certificate of the electrical installations and appliances at the property).
- 4.7 The Agent shall fulfil their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:
- 4.7.1 The Agent shall ensure that, when a tenancy commences either, or instruct the Agent to arrange for a qualified person to inspect and test every fixed electrical appliance in the property at intervals of no more than 5 years;
- 4.7.2 The Agent shall 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 housing authority, within 7 days of request;
- 4.7.4 The Agent shall keep a copy of the report and give it to the tenant at the next inspection;
- 4.7.5 The Agent shall supply, or instruct the Agent to supply a copy of the report to the tenant before occupation; and
- 4.7.6 The Agent shall supply a copy of the report to the tenant within 28 days of a request from the tenant;

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4.7.6 If further investigation or remedial work, the Owner shall instruct the Agent to carry out (at the cost of the Owner) investigation or any remedial work which must be carried out by a qualified and competent person within 28 days of the date stated; and

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4.7.7 The Owner shall provide to the Agent written confirmation of completion of any negative 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 be responsible for its responsibilities under the Regulatory Reform (Fire Safety) Order 2005 as amended. The Owner may instruct the Agent to carry out any assessment to be carried out, and to arrange for the necessary remedial work to be complied with at the cost of the Owner.

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4.9 The Owner shall ensure that the Agent will be unable to market the Property unless an Energy Performance Certificate (EPC) is available. The Owner shall ensure that the Property has a valid EPC or instruct the Agent to arrange for an EPC to be carried out on 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 PRS and that the PRS remains in force.

4.11 The Owner shall comply with any statutory repairing obligations placed on residential landlords by the Landlord and Tenant Act 1985. The Owner shall ensure that the Property is in good repair.

4.12 The Owner shall comply with the Housing Health and Safety Rating System (HHSRS) introduced by the Housing Act 2004. The Owner shall take reasonable steps to ensure that the Property is in good repair and shall comply in a timely manner with any notices issued by the local authority.

4.13 The Owner shall comply with any statutory obligations placed on residential landlords by the Housing Act 2004. The Owner shall comply with these obligations. The Owner shall ensure that the Property is in good repair and shall comply in a timely manner with any notices issued by the local authority. The Owner will also comply with any orders issued by the local authority.

4.14 The Owner shall comply with its 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, the Owner shall ensure that the Property is in good repair and shall comply in a timely manner with any notices issued by the local authority.

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4.14.1 The Owner shall ensure that a tenancy begins either:  
a) by providing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or  
b) by providing to the Agent to arrange for the necessary alarms to be installed at the property (at the cost of the Owner).

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4.14.2 The Owner shall ensure that a tenancy begins either:  
a) by providing to the Agent that all necessary smoke and carbon monoxide alarms are in proper working order on the day a tenancy begins; or  
b) by providing to the Agent to conduct such a check (at the cost of the Owner).



- 4.14. ...out any repairs or replacement of the alarms as practicable following a report from the tenant.
- 4.14. ...out any remedial action specified in a remedial Property served under The Smoke and Carbon (England) Regulations 2015 as amended by The Carbon Monoxide Alarm (Amendment) Regulations 2022.
- 4.15 The ... they are responsible for obtaining any licences which ... before letting the Property and complying with any conditions.
- 4.16 The ... mission to the Agent in accordance with these Terms ... of an invoice.
- 4.17 The ... on Commission that is overdue by <<insert grace period>> at the rate of << e.g. 2>> per cent above the base ... Bank plc from the due date until the date of payment.
- 4.18 The ... t they are legally responsible for the Property meets its needs.
- 4.19 The ... will give all instructions to the Agent in writing.
- 4.20 The ... r obligations under the [Tenant Fees Act 2019] (England) or [Tenant Fees Act 2019] (Wales) (the "Act") as Landlord and will comply with the requirements of the Act.
- 4.21 Subje ... Agent with its obligations under these Terms and Conditions. The ... indemnify the Agent against any liability (including damages and expenses which the Agent may reasonably incur in connection with proceedings) which it may incur by reason only of it being the Agent.

## 5. Duration and Termination of the Agency Contract

- 5.1 The ... Owner and the Agent shall come into force on the date of signing of the Agency Form and shall continue until terminated, subject to the provisions of this contract.
- 5.2 Either ... the contract by giving to the other not less than <<insert number of weeks>> weeks written notice, to expire at or any time after the expiry of <<insert number of weeks>> "8 weeks">> of the Agency Period.
- 5.3 Upon ... contract between the Agent and the Owner:
- 5.3.1 ... to promote, market, advertise or solicit tenants for the Property.
- 5.3.2 ... be payable if a tenancy is granted to a tenant by the Agent (but shall not be payable otherwise);
- 5.3.3 ... Continuation of Tenancy) shall continue to apply to a tenancy granted to a tenant introduced by the Agent (but shall not be payable otherwise);
- 5.3.4 ... no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid commission).

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| 5.4   | The contract given by this clause 5 shall not prejudice either party in respect of the breach concerned (if any).   |  |
| 5.5   | If at any time after the date of the completion of the purchase of the property, the Agent is acquired by any person or group of connected persons (as defined in Section 840 of the Income and Corporation Taxes Act 1988 or Section 839 of that Act) not having control of the Agent at the time of the acquisition, 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 << >> days after the notice from the Agent was given, to terminate the contract. |  |
| 6.    | <b>Renewal or extension of tenancy</b>  |  |
| 6.1   | The Agent shall facilitate the Owner and the tenant before the end of the term of the tenancy to 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 parties agree to extend the tenancy, the rent payable after the expiry of the original tenancy agreement shall become payable.   |  |
| 6.3   | The rent payable:   |  |
| 6.3.1 | shall be the same as the rent payable at the expiry of the original tenancy agreement, and  |  |
| 6.3.2 | shall be the same as the rent payable at the expiry of the original tenancy agreement, if the tenant (or one of the original joint tenants) remains in occupation of the property.  |  |
| 7.    | <b>Complaints</b>   |  |
| 7.1   | In accordance with the Property Redress Schemes Order the Agent is a member of a redress scheme.  |  |
| 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.    | <b>Client Money Protection</b>  |  |
| 8.1   | In accordance with the Money Protection Schemes for Property Agents (Regulations 2019) the Agent is a member of a money protection scheme.  |  |
| 8.2   | The 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 money protection scheme may be obtained on request.   |  |
| 9.    | <b>Nature of Agreement</b>  |  |
| 9.1   | The agreement between the Owner and the Agent is personal to the parties and shall not be subject to any mortgage or charge (otherwise than by floating charge) and the Agent shall not assign its rights hereunder, or sub-contract or otherwise delegate its obligations hereunder, except with the written consent of the Owner.   |  |

# S A M P L E

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 not be amended orally. Any amendment must be in writing signed by the duly authorised representatives of both parties.

9.3 Each party, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Terms and Conditions or the Appointment Form, and all conditions, warranties and remedies implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 No failure to exercise a right or power by a party in exercising 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 any other provision of the contract 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 remainder of the contract shall survive.

## 10. Notices and Communications

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

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

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

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

## 11. VAT

These Terms and Conditions and the Appointment Form detail the Agent's fees inclusive of VAT and any other charges. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT chargeable regardless of whether the Agent has

- notified the C
12. **Relationship**  
Nothing in the provisions shall create, or be deemed to create, a partnership or employer and employee between the Owner and the Agent.
13. **Anti-Money Laundering**  
The Agent shall identify and verify the identity of the Owner. If satisfactory information cannot be provided or verified, the Agent may refuse to act as the Owner's agent and performing its duties in accordance with the relevant legislation.
14. **Data Protection**  
14.1 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 (and any subsequent amendments); and the Privacy and Electronic Communications Regulations 2003 as amended.  
14.2 For the purposes of the Agent collects, processes, stores, and retains personal data, not limited to, the purpose(s) for which personal data is collected, the legal 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 [ ]
15. **Jurisdiction**  
These Terms shall be governed and construed in all respects 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

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