

BACKGROUND:

These Terms and Conditions of Agent>> (“Agent”) agreement and to the Conditions form the contract before signing.

and terms for the provision of services by <<Name of the letting of a residential property on a tenancy (fully managed). The Terms and Conditions of the contract with the Agent so please read them carefully

1. Definitions

1.1 In the following

terms, unless the context otherwise requires, the following meanings:

“Agency Fee”

is the Introduction Period and the Management Commission;

“Appointment Form”

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

“Agreement”

is the contract in writing into which You and We enter. The Agreement will incorporate, and be subject to, these Terms and Conditions;

“Commission”

is the sum of the Letting Commission (or as the same may be the Renewal Commission) and the Management Commission, which is to be paid in advance, subject to the provisions below relating to termination of the agency contract;

“Common Areas”

is the common/shared areas of the building in which the Property forms part and which the Owner has no estate or interest;

“FFHH Act”

is the Homes (Fitness for Human Habitation) Act 2018;

“HHSRS Regulations”

is The Housing Health and Safety Rating System (HHSRS) Regulations 2005 and (if the Property is in England) The Housing Health and Safety Rating System (HHSRS) Regulations 2006;

“Introduction Period”

is the period starting on the date this contract enters into force and ending when a tenancy agreement is signed in relation to the Property;

“Letting Commission”

is << >>% inclusive of VAT (<< >>% plus VAT) of the Rent due in relation to the Property for the first year of a tenancy agreement **OR** if the tenancy agreement has a fixed term of less than 12 months, << >>% inclusive of VAT (<< >>% plus VAT) of the Rent due for the whole term of the tenancy agreement);

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“Management Commission”

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is << >>% inclusive of VAT (<< >>% plus of the Rent due in relation to the Property for the year of a tenancy agreement **OR** tenancy agreement has a fixed term of less than , << >>% inclusive of VAT (<< >>% plus of the Rent due for the whole term of the tenancy agreement);

“Management Period”

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is the period starting when a tenancy agreement is entered into in relation to the Property and ending when the tenancy agreement or contract is terminated;

“Model Cancellation Form”

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is the model cancellation form attached to the Appointment Form;

“Owner”

is the owner of the Property;

“Property”

is the property identified in the Appointment Form;

“Redress”

is the Redress Schemes for Lettings Agency and Property Management Work (Requirement to Join a Scheme etc) (England) Order 2014

“Renewal Rent”

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is << >>% inclusive of VAT (<< >>% plus VAT) of the Rent due in relation to the Property for the year ending on the expiry of a tenancy agreement, where the replacement tenancy agreement has a fixed term of less than a year, << >>% inclusive of VAT (<< >>% plus VAT) of the Rent due for the whole term of the replacement tenancy agreement);

“Rent”

is the rent payable by a tenant of the Property under a tenancy agreement;

“Security Deposit”

is a security deposit received from a tenant in respect of possible breaches of the tenant’s obligations in the tenancy agreement.

“Services”

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is the Agents Duties as set out in Clause 5 of this Agreement;

“We/Us/Ourselves”

is the Agent and includes all employees, agents, sub-contractors of the Agent;

“You/Your”

is a consumer who is a customer of the Agent.

1.2 Each reference to “writing” means and Conditions to “writing”, and any similar expressions in electronic communications whether sent by e-mail, [text message]

1.3 Each reference to a “statute” or “provision of a statute” is a reference to that statute or provision as then in force and in effect as enacted at the relevant time.

1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.

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provision of a statute is a reference to that statute as then in force and in effect as enacted at the relevant time.

- and C S Schedules to them.
- 1.5 The h Terms and Conditions are for convenience only and do not of these Terms and Conditions.
- 1.6 Word number will include the plural and vice versa.
- 1.7 Refe include any other gender.
- 1.8 Refe less the context otherwise requires, include corpo

2. Information

- 2.1 We a Type, e.g. Sole Trader, Partnership, LLP, Private Limited
- 2.2 [We <Insert Trading Name if Different from Company Name>.]
- 2.3 [We <Country of Registration>> under number <<Company Registration Number>>.]
- 2.4 [Our <Registered Office>>.]
- 2.5 [Our <Address>> s <<Insert Address if Different from Registered Office>>.]
- 2.6 [Our <VAT Number>>.]
- 2.7 [<<Insert other details as required>>.]

3. Communications

- 3.1 If Yo questions or complaints, You may contact Us by telephone <<Insert Telephone Number>> or by email at <<Insert Email Address>>.
- 3.2 In ce must contact Us in writing (as stated in various Clauses and Terms and Conditions). When contacting Us in writing, you must use the following methods:
- 3.2.1 <<Insert Email Address>>; or
- 3.2.2 <<Insert Company Name>>, <<Insert Company Address>> and post at <<Insert Company Name>>, <<Insert Company Address>>.
- 3.3 All no ent shall be in writing and sent to the most recent postal addres provided by the other party. Notices shall be deemed to have been received by the other party on the following days:
- 3.3.1 <<Insert Company Name>> on transmission, provided a return receipt is obtained.
- 3.3.2 <<Insert Company Name>> by registered mail, or other messenger, upon receipt at <<Insert Company Name>> during normal business hours; or
- 3.3.3 <<Insert Company Name>> by additional ordinary mail, on the fifth business day after the date of posting.

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4. Appointment

- 4.1 The Agent shall be appointed to act as their agent in relation to the Property by carrying out the duties set out in Clause 5.
- 4.2 Unless otherwise stated in the Appointment Form, the Owner shall not during the term of the Appointment appoint any other person as the Owner's agent.

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5. The Agent's Duties

- 5.1 The Agent shall be responsible for marketing the Property for letting on an assured shorthold tenancy at a rental of not less than the amount specified in the Appointment Form.
- 5.2 Without prejudice to the generality of sub-Clause 5.1 above, the Agent shall:
 - 5.2.1 provide particulars of the Property, including a written description, video and photographs. Once the particulars have been approved by the Owner, the Agent shall include them in its printed advertising material and upload them to its website.
 - 5.2.2 provide a valuation of the Property on the Property's rental value.
 - 5.2.3 arrange for the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property. If the Agent will be unable to market the Property until an EPC is available.
 - 5.2.4 ensure that every prospective tenant is provided with a copy of the EPC for the Property.
 - 5.2.5 ensure that the Owner, erect a "To Let" board outside the Property in accordance with the Town and Country Planning (Control of Advertisements) Regulations 2007.
 - 5.2.6 ensure that the Owner, and at the Owner's cost, arrange for gas and electrical safety checks to be carried out before a tenancy commences:
 - (a) the obligations in the Gas Safety (Installation and Use) Regulations 1998; and
 - (b) the obligations in the Electrical Equipment (Safety) Regulations 1994 (for appliances purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and
 - (c) the obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
 ensure that every prospective tenant is provided with copies of the gas safety report and electrical testing reports for fixed wiring and appliance testing before they occupy the Property.
 - 5.2.7 ensure that the Owner's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as set out in clause 5.2.6(c) are met (and at the cost of the Owner) and;
 - 5.2.8 ensure that every prospective tenant is provided with copies of the fire door information of importance of fire door information if required by the Fire Safety (England) Regulations 2022 before they occupy the Property thereafter.

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There are or may be any "hazards" on the Property in breach of the Building Regulations, the Agent shall either advise the Owner of the hazards and the necessary steps to address them, or advise the Owner to consult a suitably qualified professional for further advice.

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The Agent shall ensure that the Property and/or Common Parts are not in breach of the Building Regulations as defined in the FFHH Act during the tenancy, and shall advise the Owner on the condition of the Property and the necessary steps to make them fit for habitation, and shall recommend that the Owner consult a suitably qualified professional for further guidance.

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Any works requested by the Owner and at the Owner's cost, which are carried out at the Property and/or Common Parts, for which any liability incurred for these works from any third party have been agreed in writing by the Owner.

The Agent shall ensure that the Property and/or Common Parts are kept in a state that is fit for human habitation in accordance with the Building Regulations.

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The Agent shall ensure that the Property and/or Common Parts are kept in a state that is fit for human habitation in accordance with the Building Regulations.

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Any works requested by the Owner and at the Owner's cost:

for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022;

to ensure that each alarm is in proper working order on the day a new tenancy begins;

to carry out any repairs or replace the alarms (if required) as soon as is reasonably practicable following a report from the Agent.

to carry out any remedial action specified in a remedial notice served to 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.

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Any works requested by the Owner and at the Owner's cost,

for a fire risk assessment to be carried out by a suitably qualified professional, and for all recommendations to be implemented.

to ensure that any fire doors and closers at the Property are in proper working order on the day a new tenancy begins and at all times in compliance with the Fire Safety (England) Regulations 2022.

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- but any repairs or replace the fire doors or closers as soon as reasonably practicable following an report from the tenant.
- 5.2.1 with enquiries from potential tenants, arrange and keep the Owner informed of the outcome of all s.
- 5.2.1 relevant information from potential tenants which to consider the suitability of the tenant (and any ke up appropriate references on any tenant who mmitment to enter into a tenancy agreement and ences to the Owner.
- 5.2.1 extent that sections 20–37 of the Immigration Act ation to the area in which the Property is situated, pliance with the requirements of sections 20–37 ct (and the Owner having signed a Transfer of ent shall on behalf of the Owner and shall in
- 5.2.1 sed tenant and from any intended adult occupier ormation and documentation required in order to checks on them;
- 5.2.1 t” checks in accordance with all relevant Home ce and guidance;
- 5.2.1 those checks to the Owner as soon as possible;
- 5.2.2 discriminate against any proposed tenants in o rent” checks in accordance with the Equality Act
- 5.2.2 se in Multiple Occupation (‘HMO’) the Agent shall, ner, and at the Owner’s cost:
- that the Property has the necessary licences Property to operate as an HMO;
- that the Owner’s obligations under the of Houses in Multiple Occupation (England) 06 and the Management of Houses in Multiple (Wales) Regulations 2006 are complied with lies); and
- that the Owner’s obligations in the licence complied with.
- 5.2.2 e a holding deposit agreement if a holding deposit h shall first be approved by the Owner. The Agent deposit agreement on behalf of the Owner if the gent to do so.
- 5.2.2 requested by the Owner and at the Owner’s cost,
- ntory of the Property [(to include a photographic ondition)] to be prepared by an independent

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ent shall not pay outgoings which fall to be paid by occupation of the Property (such as Council Tax, and charges for other services such as telephone) but the Agent shall pay such charges insofar as period when the Property was unoccupied;

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ent shall pay ground rent, service charge and other the Owner's landlord or the landlord's managing management company;

ent shall pay the Owner's premiums for insurance (but the Agent is not able to arrange insurance owner);

ent shall not make any payment unless it has notice or demand;

ent shall be entitled to accept and pay invoices and appear to be valid;

Owner may instruct the Agent not to make some or of payment referred to in this clause.

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

5.2.3 e working days after falling due, the Agent shall and shall attempt to obtain payment by making g the Property, and sending up to three arrears

5.2.3 ct the Property every six months and shall report er.

5.2.3 requested by the Owner and at the Owner's cost, inspections of the Property [(to include photos of inspection)] and shall report its findings to the

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5.2.3 e the Owner of any breaches of the terms of the and any items requiring repair, maintenance or e to the Agent's attention.

5.2.3 e the Owner of any issues raised by the tenant or g to the Property.

5.2.3 s responsible for the day-to-day management of the employ tradesmen to carry out minor repairs, placements, on the following basis:

ost of any maintenance, repairs or replacements by the Owner;

ost of the work on any one occasion is less than unt, e.g. 100>> the Agent may arrange for the e without reference to the Owner;

ost of the work on any one occasion is £<<insert 00>> or more the Agent shall contact the Owner ssion to proceed with the work;

work needs to be done urgently and it is not obtain the Owner's permission the Agent may

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- 5.2.3 The work to be done without the permission of the Agent is not responsible for arranging major repairs or the replacement of items costing in excess of £500>>.
- 5.2.3 The Agent shall keep detailed records and accurate accounts of all matters relating to the Property and shall at the reasonable request permit the Owner or its duly appointed solicitor to inspect all such records and accounts and take copies at reasonable times (but not exceeding once every << 7 >> days after the end of each month Rent Period and for so long as necessary thereafter to provide a statement setting out, in relation to the Property:
 - 5.2.4 the amount received;
 - 5.2.4 the expenses incurred;
 - 5.2.4 the Commission due to the Agent; and
 - 5.2.4 the amount held by the agent as a float for that month.
- 5.2.4 The Agent shall remit to the Owner the Agent shall retain:
 - 5.2.4 the Commission; and
 - 5.2.4 the amount (if any) as is required to top the float up to £250>> and remit the balance to the Owner << 7 >> days.
- 5.2.4 The Agent shall use the funds to pay the Commission or to top up the float to the Owner of the sum required from the Owner.
- 5.2.4 If the Agency is terminated under a break clause or a tenant vacates before the end of a period for which Renewal Commission is paid, the Agent shall refund a proportionate part of the Commission (or Renewal Commission, as applicable) to the tenant << insert amount>>days of the tenant vacating the Property.
- 5.2.4 The Agent shall, if requested by the Owner and at the Owner's cost, provide a member of staff available to the Owner at all times and upon reasonable notice for the purposes of assisting the Owner relating to the Property.
- 5.2.4 The Agent shall advise the Owner of any changes to laws and regulations affecting the Property for residential lettings and shall ensure the Owner is aware if it becomes aware of a breach of any of those laws and regulations in relation to the Property.
- 5.2.4 The Agent shall ensure and maintain in force during the Agency Period all licences and approvals which are necessary or advisable for the Agent to perform its duties under these Terms and Conditions.
- 5.2.4 The Agent shall perform its duties with all due care and diligence and in accordance with the highest principles.

5.2.4 The Agent shall warrant the suitability of tenants, timely payments, and the condition of the Property at the end of the tenancy and is not liable to the tenant for any of these events, or any disputes between the Owner and the tenant during the term of the tenancy.

5.2.5 The Agent shall ensure they are not aware of any personal interest in the Property in breach of Section 21 of the Estate Agents Act 1979.

5.2.5 The Agent shall comply with these Terms and Conditions and to any directions from time to time properly give, the Agent shall be bound to perform the duties under these Terms and Conditions in such a manner as to fit the best interests of the Owner.

6. The Owner's Obligations

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

6.1.1 The Property is derived from a freeholder or superior landlord under the lease;

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

6.1.3 The Property is not subject to a mortgage from the Owner's insurers

has been obtained before any tenancy agreement is signed.

6.2 The Owner shall ensure they have a valid insurance policy in place for the Property.

6.3 The Agent shall provide the Owner with two sets of keys to the Property and shall make further copies of the keys, as necessary.

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

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

6.5.1 The Owner shall, 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).

6.5.2 The Owner shall, before the expiry of the previous annual safety check (or if the Property 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 the expiry of the previous annual safety check.

6.6 The Owner shall fulfil their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994 (for electrical equipment purchased before 1st January 1994) and the Electrical Equipment (Safety) Regulations

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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

ge, 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;

, or instruct the Agent to supply a copy of the most
before occupation; and

tenant within 28 days of a request from the
ant;

urther investigation or remedial work, the Owner
nstruct 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

y to the Agent written confirmation of completion
ative or remedial work along with the report to the
o to the local housing authority within 28 days of
out.

responsibilities under the Regulatory Reform (Fire
ed. The Owner may instruct the Agent to arrange
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).

efficiency rating of F or G the Owner shall ensure
een registered on the National PRS Exemptions

- 6.11 The Owner shall comply with any statutory repairing obligations placed on residential landlords by the Landlord and Tenant Act 1985. The Owner shall
- 6.12 The Owner shall comply with any obligations under the Housing Health and Safety Rating System Act 2004. The Owner shall take reasonable steps to maintain the Property and shall comply in a timely manner with any requirements of the local authority.
- 6.13 The Owner shall comply with any statutory obligations placed on residential landlords by the Landlord and Tenant Act 1985. 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.
- 6.14 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:
- 6.14.1 The Owner shall ensure that when a tenancy begins either:
 - 6.14.1.1 The Owner provides written notice to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
 - 6.14.1.2 The Owner is present to arrange for the necessary alarms to be installed at the Property (at the cost of the Owner).
- 6.14.2 The Owner shall ensure that when a tenancy begins either:
 - 6.14.2.1 The Owner provides written notice to the Agent that a smoke alarm is in proper working order on the day a tenancy begins; or
 - 6.14.2.2 The Owner is present to conduct such a check (at the cost of the Owner).
- 6.14.3 The Owner shall ensure that when a tenancy begins either:
 - 6.14.3.1 The Owner provides written notice to the Agent that the necessary repairs or replace the alarms (if required) as soon as is practicable following a report from the tenant; or
 - 6.14.3.2 The Owner is present to conduct such repairs (at the cost of the Owner).
- 6.14.4 The Owner shall ensure that when a tenancy begins either:
 - 6.14.4.1 The Owner provides written notice to the Agent that remedial action specified in a remedial notice served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; or
 - 6.14.4.2 The Owner is present to carry out such remedial action (at the cost of the Owner).
- 6.15 The Owner shall ensure that they are responsible for obtaining any licences which are legally required before letting the Property.
- 6.16 If the Owner understands that they are responsible for:
 - 6.16.1 The Owner shall ensure that they are responsible for obtaining any licences which are legally required before letting the Property.
 - 6.16.2 The Owner shall ensure that they are responsible for obtaining any licences which are legally required before letting the Property.
- 6.16.3 The Owner shall ensure that they are responsible for obtaining any licences which are legally required before letting the Property.

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- 6.16. ...Occupation (Wales) Regulations 2006 (whichever
- 6.17. The ... Agent in accordance with these Terms and
- 6.17. ...
- 6.17. ... identified in the Appointment Form or otherwise
- 6.18. If in ... held by the Agent are insufficient to pay the
- 6.19. At the ... tenancy the Owner shall provide the Agent with a
- 6.20. When ... the Owner shall add further sums of money to
- 6.21. The C ... on Commission that is overdue by <<insert grace
- 6.22. The C ... ent if the Owner is or becomes a non-UK resident
- 6.23. The C ... obligations under the [Tenant Fees Act 2019] OR
- 6.24. The ... t they are legally responsible for the Property
- 6.25. The C ... will give all instructions to the Agent in writing.
- 6.26. [If the ... Agent to serve a break notice pursuant to a break
- 6.27. Subje ... Agent with its obligations under these Terms and

7. [Cancellation] The Cooling Off Period

- 7.1. When ... made on Our Premises, You have a statutory right
- 7.2. If Yo ... eement within the cooling off period, You should

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email address specified in these Terms and
the Model Cancellation Form, but You do not have

deadline, it is sufficient for You to send Your
the exercise of the right to cancel before the
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cancel You will receive a full refund of any amount
the Agreement.

the same method used to make the payment,
agreed otherwise. In any case, You will not incur
und.

to You as a result of a cancellation of Services
any case, within the period of 14 days after the day
the cancellation.

the cooling off period, You must make an express
Services to begin within the 14 calendar day cooling
[as a normal part of the ordering process.] By
acknowledge and agree to the following:

completed within the 14 calendar day cooling off
the right to cancel once the Services are completed;

payment after provision of the Services has begun
pay for the Services supplied up until the point at
if You wish to cancel;

be calculated in proportion to the full price of the
al Services already provided. Any sums that have
the Services will be refunded subject to deductions
s; and

fund within <<Insert Normal Refund Period>> and
than 14 calendar days after You inform Us of Your

Agency Contract

Owner and the Agent shall continue for the Agency
Appointment Form and shall continue unless
this Clause.

either party may terminate the contract by giving
insert notice period, e.g. "1">> weeks written notice,
at the end of the first <<e.g. "8 weeks">> of the

contract between the Agent and the Owner during

to promote, market, advertise or solicit tenants for

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

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8.3.3 Continuation of Tenancy) shall continue to apply to a tenant introduced by the Agent (but shall not

8.3.4 no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid

8.4 During the term of the contract either party may terminate the contract by giving notice to the other party (insert notice period, e.g. "1">> months written notice after the end of the first <<e.g. "3 months">> of the term of the contract.

8.5 Upon termination of the contract between the Agent and the Owner during the term of the contract

8.5.1 the Agent shall be entitled to manage the Property;

8.5.2 the Commission shall cease to be payable;

8.5.3 the Commission shall become payable in full (with credit being given for any Commission payments paid prior to termination);

8.5.4 the Continuation of Tenancy) will continue to apply;

8.5.5 no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid

8.6 The termination of the contract given by this Clause 8 shall not prejudice either party in respect of the breach concerned (if any).

8.7 If at any time the Agent is acquired in Section 840 of the Income and Corporation Tax Act 2004 by any person or group of connected persons (within the meaning of 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 Owner of the acquisition and the Owner shall give written notice to the Agent of at least <<e.g. 1 >> months written notice to the Agent <<e.g. 1 >> days after the notice from the Agent was given, to terminate the contract.

9. Renewal or Continuation of Tenancy

9.1 The Agent shall give written notice to the Owner and the tenant before the end of the term of the tenancy to establish whether the parties wish to extend the tenancy agreement, whether by entering into a new tenancy agreement or otherwise, and the Agent shall facilitate any negotiations.

9.2 If the parties agree to extend the tenancy agreement after the expiry of the original tenancy agreement

9.2.1 the Commission shall become payable in place of the Letting

9.2.2 the Commission shall (if the contract has not been terminated in accordance with Clause 8) remain payable.

9.3 The Commission shall be payable:

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- 9.3.1 ... starting on the expiry of the original tenancy two years after that date; and
- 9.3.2 ... (or one of the original joint tenants) remains in ...

10. Complaints

- 10.1 In accordance with the Property Redress Scheme Order the Agent is a member of a redress scheme with complaints.
- 10.2 The redress scheme is [The Property Ombudsman] OR [The ...].
- 10.3 A copy of the complaints handling procedure may be obtained on request.

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11. Client Money

- 11.1 In accordance with the Client Money Protection Schemes for Property Agents (Regulations 2019) the Agent is a member of an approved client money protection scheme.
- 11.2 The Agent's client money protection scheme is of client money protection scheme" >>].
- 11.3 A copy of the certificate of membership of the client money protection scheme may be obtained on request.

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12. Nature of Agreement

- 12.1 The nature of the agreement between the Tenant and the Agent is personal to the parties and is not 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 other party.
- 12.2 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 modified or varied by any instrument in writing signed by the duly authorised representative of either party.
- 12.3 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 obligations implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.4 No failure to exercise or delay in exercising any of its rights under the contract shall constitute a waiver of that right, and no waiver by either party shall constitute a variation of the contract shall be deemed to be a waiver of the same or any other provision.
- 12.5 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.

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13. How We Use Your Information (Data Protection)

We will only use your information as set out in Our <<insert document name, e.g. Privacy Policy>> <<insert location(s)>>.

Information (Data Protection)

ation as set out in Our <<insert document name, e.g. Privacy Policy>> <<insert location(s)>>.

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14. Money Laundering

14.1 We are required to comply with the Money Laundering and Terrorist Financing and Transfer of Funds (Prevention of Terrorist Financing) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, the Proceeds of Crime Act 2002, the Terrorism Act 2006, the Criminal Finance Act 2017, the Criminal Justice Act 2015 and guidance from HM Revenue and Customs.

Laundrying Terrorist Financing and Transfer of Funds (Prevention of Terrorist Financing) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, the Proceeds of Crime Act 2002, the Terrorism Act 2006, and the Criminal Finances Act 2017. We must adhere to the Criminal Justice Act 2015 and guidance from HM Revenue and Customs.

14.2 We have a duty to identify the beneficial owner of a property, whether it is an individual, a trust, or estate. We may request and retain information for this purpose and conduct electronic searches. We reserve the right to request any additional information to comply with legislation.

fy the beneficial owner of a property, whether it is an individual, a trust, or estate. We may request and retain information for this purpose and conduct electronic searches. We reserve the right to request any additional information to comply with legislation.

14.3 If satisfactory information about your identity is not provided within a reasonable timeframe, we may refuse to proceed with the instruction.

our identity is not provided within a reasonable timeframe, we may refuse to proceed with the instruction.

14.4 We may disclose information to relevant authorities without prior notice if we have a reasonable grounds to suspect, that you are involved in money laundering or terrorist financing.

se information to relevant authorities without prior notice if we have a reasonable grounds to suspect, that you are involved in money laundering or terrorist financing.

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15. Consumer Protection

Provision of Information

15.1 Under the Consumer Protection from Unfair Trading Regulations 2008 ("CPUTR"), we prohibit an Owner or an Agent to make inaccurate or misleading statements, representations, or information about a property. Both the Owner and the Agent are legally responsible for ensuring that all statements, representations, and information about the property are factually accurate. This includes all forms of advertising, including online listings, brochures, and any information shared with potential tenants. We accept joint and several liability for both parties.

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15.2 You agree to provide the following information:

15.2.1 Details of the Property;

Information about the Property;

15.2.2 Details of any information that might affect a prospective tenant's decision to rent the Property. This includes details of any planning restrictions, rights or easements, flood risk, and adaptations, coal or mining risks.

al information that might affect a prospective tenant's decision to rent the Property. This includes details of any planning restrictions, rights or easements, flood risk, and adaptations, coal or mining risks.

15.2.3 Details of any matters regarding boundaries, unusual features, planning consents, tenancies, the length of the lease, etc.;

garding matters such as boundaries, unusual features, planning consents, tenancies, the length of the lease, etc.;

15.2.4 Details of any information and assisting Us to the best of your knowledge.

mation and assisting Us to the best of your knowledge.

15.2.5 Details of any changes to the information provided.

ely of any changes to the information provided.

15.2.6 Details of any inaccuracies or misleading information in our sales particulars, adverts etc.

ately if there is an inaccuracy or misleading information in our sales particulars, adverts etc.

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15.3 Unless otherwise agreed, we will rely upon all information provided by You.

15.4 Where necessary, You shall be deemed to indemnify Us and keep Us indemnified against all costs, and expenses (including legal fees) arising from or in connection with the Agreement by You.

16. Relationship

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or joint venture, or any other relationship between the Owner and the Agent.

17. VAT

These Terms and Conditions include the Agent's fees inclusive of VAT and any applicable taxes. If the rate of VAT is changed by the government, it is agreed between Us and You that the Owner will be liable to pay the new rate of VAT chargeable regardless of whether the Agent has notified the Owner.

18. Other Impositions

18.1 We reserve the right to assign our obligations and rights under the Agreement to a third party (for example, if We sell Our business). If this occurs, Your rights under the Agreement will not be affected and Your obligations under the Agreement will be transferred to the third party.

18.2 You may not assign your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

18.3 The Agreement is intended to benefit you and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce the Agreement.

18.4 If any provision of the Agreement is held by any competent authority to be invalid in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.

18.5 No failure to exercise or delay in exercising any rights under the Agreement shall constitute a waiver of that right, and no waiver by Us or You of a provision of the Agreement means that We or You will waive any other provision of the Agreement or any other provision.

19. Information

19.1 [The Agent provides property-related services including <<Insert list e.g. mortgage advice, insurance, surveying, conveyancing etc.>>]

20. Law and Jurisdiction

20.1 These Terms and Conditions shall be governed by the law of England and the relationship between You and Us shall be governed by the law of England.

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otherwise) shall be governed by, and construed in
England & Wales] [Northern Ireland] [Scotland].

benefit from any mandatory provisions of the law in
nothing in sub-Clause 19.1 above takes away or
customer to rely on those provisions.

proceedings or claim between You and Us relating to
the Contract, or the relationship between You and
otherwise) shall be subject to the jurisdiction of the
Scotland, or Northern Ireland, as determined by Your