

RESIDENTIAL LETTING AGREEMENTS AND CONDITIONS

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

Agent>> (“Agent”) is appointed to manage a shorthold tenancy and to manage the Property. These Terms form the basis of the Owner’s agreement with the Agent on signing the Appointment Form.

1. Definitions

“Agency Period”

Introduction Period and the Management Period;

“Appointment Form”

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

“Applicable Tenancies”

Residential Tenancies in England listed in section 9B of the Landlord and Tenant Act 1954;

“Commission”

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

“Common Parts”

Shared areas of the building in which the Property forms part and which the Owner does not own;

“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 2006);

“Introduction Period”

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

“Letting Commission”

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

on>>]

**“Management Commission”**

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usive of VAT (<< >>% plus in relation to the Property for the y agreement (or, if the tenancy ed term of less than a year, << T (<< >>% plus VAT) of the Rent m of the tenancy agreement);

on>>]

**“Management Period”**

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starting when a tenancy agreement o the Property and ending when ated;

**“Owner”**

the Property;

**“Property”**

y identified in the Appointment

**“Redress Schemes Order”**

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s Schemes for Lettings Agency Management Work (Requirement he etc) (England) Order 2014;

**“Renewal Commission”**

usive of VAT (<< >>% plus VAT) ation to the Property for the year expiry of a tenancy agreement (or, nancy agreement has a fixed term < >>% inclusive of VAT (<< e Rent due for the whole term of ncy agreement);

on>>]

**“Rent”**

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ble by a tenant of the Property eement;

**“Security Deposit”**

osit received from a tenant in reaches of the tenant’s obligations ment.

1.1 Any reference in expressions, includ telex, cable, facsimi

ditions to “writing”, or cognate ommunication effected by e-mail, t means.

1.2 Any reference in th statute shall be co amended, re-enacte

ns to any statute or provision of a e to that statute or provision as evant time.

1.3 The headings in this interpretation.

venience only and shall not affect its

**2. Appointment of Agent**

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2.1 The Owner appoint by carrying out the o

ir agent in relation to the Property e 3.

2.2 Unless otherwise st the Agency Period purposes mentione

Form, the Owner shall not during on as the Owner’s agent for the

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**3. The Agent's Duties**

- 3.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.
- 3.2 Without prejudice to clause 3.1, the Agent shall prepare a written description [, video footage] and photographs and, once approved by the Owner, the Agent shall include such materials on its website.
- 3.3 The Agent shall give the Owner a written statement of the Property's rental value.
- 3.4 The Agent shall:
  - 3.4.1 if requested by the Owner at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property
  - 3.4.2 ensure that the EPC is provided with a copy of the EPC to the prospective tenant before they occupy the Property unless a valid EPC is available and either:
    - 3.5.1 the Property is exempt from the requirement for a rating between A-E (inclusive); or
    - 3.5.2 a valid exemption is registered on the National PRS Exemptions Register.
- 3.6 The Agent shall:
  - 3.6.1 if requested by the Owner at the Owner's cost, arrange for gas and electricity safety checks to be carried out before a tenancy commences:
    - 3.6.1.1 the Gas Safety (Installation and Use) Regulations 2005;
    - 3.6.1.2 the Electrical (Safety) Regulations 1994 (for appliances purchased on or after 08 December 2016) and the Electrical (Safety) Regulations 2016 (for appliances purchased on or after 01 January 2016); and
    - 3.6.1.3 the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
  - 3.6.2 ensure that the prospective tenant is provided with copies of the latest gas safety reports and electrical safety reports for fixed electrical wiring and appliances in the Property; and
  - 3.6.3 comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as instructed by the Owner at the cost of the Owner) as set out in clause 4.6 of the Schedule of Conditions.
- 3.7 If it appears to the Agent that there may be at the Property any of the "hazards" specified in clause 4.7 of the Schedule of Conditions, the Agent shall either:
  - 3.7.1 advise the Owner of the hazard and the steps that need to be taken;

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3.7.2 recommend a suitably qualified person.

advice from a suitably qualified

3.8 The Agent shall, if requested, and at the Owner's cost, arrange for work to be carried out at the Property and/or Common Parts (or any part thereof) in order to put the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

and at the Owner's cost, arrange

3.8.1 in order to put the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

specified in HHSRS Regulations;

3.8.2 in response to a remedial notice issued by the local authority under the HHSRS Regulations;

issued by the local authority under the

3.9 Subject to clause 3.10, the Agent shall ensure that the Property and/or Common Parts are kept in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations at any time during the term of the Lease.

the Agent that the Property and/or Common Parts are kept in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations at any time during the term of the Lease.

3.9.1 advise the Owner and the tenant of the state of the Property and/or Common Parts and recommend a suitably qualified person to put and keep the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

the Property and/or Common Parts are kept in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

3.9.2 recommend a suitably qualified person.

advice from a suitably qualified

3.10 Subject to clause 3.11, the Agent shall, at the Owner's cost, arrange for work to be carried out at the Property and/or Common Parts (or any part thereof) in order to put the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property and/or Common Parts (or any part thereof) in order to put the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

3.10.1 in order to put the Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

Property and/or Common Parts in a state that is fit for human habitation as required by the local authority under the HHSRS Regulations;

3.10.2 in response to a remedial notice issued by the tenant in relation to the Property and/or Common Parts;

or reports issued by the tenant in relation to the Property and/or Common Parts;

3.10.3 in response to a remedial notice issued by the tenant under the FFHH Act;

findings issued by the tenant under

3.10.4 in order to comply with the FFHH Act.

required by the courts under the FFHH Act.

3.11 Clauses 3.9 and 3.10 shall not apply to Applicable Tenancies.

to Applicable Tenancies.

3.12 The Agent shall, if requested, and at the Owner's cost, arrange for the installation, testing and maintenance of smoke and carbon monoxide alarms in the Property and/or Common Parts (or any part thereof) in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

and at the Owner's cost:

3.12.1 arrange for the installation, testing and maintenance of smoke and carbon monoxide alarms in the Property and/or Common Parts (or any part thereof) in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

smoke and carbon monoxide alarms in the Property and/or Common Parts (or any part thereof) in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

3.12.2 check that the smoke and carbon monoxide alarms are working in good order on the day a new tenancy begins;

working order on the day a new

3.12.3 carry out any remedial work in relation to the smoke and carbon monoxide alarms in the Property and/or Common Parts (or any part thereof) in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

mentioned in a remedial notice relating to smoke and Carbon Monoxide Alarm in the Property and/or Common Parts (or any part thereof) in accordance with the Carbon Monoxide Alarm (England) Regulations 2015;

3.13 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.

potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.

3.14 The Agent shall gather information from potential tenants which will enable the Owner to make a decision as to whether to let the Property and/or Common Parts (or any part thereof) and to take up appropriate references from any tenant who has indicated a firm commitment to enter into a Lease and shall forward the references to the Owner.

information from potential tenants which will enable the Owner to make a decision as to whether to let the Property and/or Common Parts (or any part thereof) and to take up appropriate references from any tenant who has indicated a firm commitment to enter into a Lease and shall forward the references to the Owner.

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- 3.15 The Agent shall, to 20–37 of the Immigration Act 2014 are in force in rela h the Property is situated, accept liability for complia nments of sections 20–37 of the Immigration Act on shall in particular:
  - 3.15.1 obtain from from any intended adult occupier of the Propere documentation required in order to carry out “rig m;
  - 3.15.2 carry out “ri accordance with all relevant Home Office Codes e;
  - 3.15.3 report the ou to the Owner as soon as possible.
- 3.16 The Agent shall pre agreement if a holding deposit is to be collected, which y the Owner. The Agent shall sign the holding deposit the Owner if the Owner instructs the Agent to do so.
- 3.17 The Agent shall c legislation in respect of holding deposits in the priva
- 3.18 The Agent shall, if and at the Owner’s cost, arrange for:
  - 3.18.1 an inventory clude a photographic schedule of (condition)] to pendent inventory clerk;
  - 3.18.2 the inventory “check-in” with the tenant whereby the contents of t ed by the tenant; and
  - 3.18.3 the inventor “check-out” with the tenant whereby the condition Property are checked against the contents of the report [(including a photographic schedule of for the Owner.
- 3.19 The Agent shall northold tenancy agreement for signature by the pro obtain the Owner’s approval of the draft agreement.
- 3.20 The Agent shall sig ent on behalf of the Owner if the Owner instructs the
- 3.21 The Agent shall no occupy the Property until the tenant has:
  - 3.21.1 signed the te
  - 3.21.2 paid to the A e first month’s rent;
  - 3.21.3 paid to the A Security Deposit equivalent to [five weeks’ rent] nd
  - 3.21.4 provided a s term for future payments of rent to the Agent.
- 3.22 The Agent shall pro it in accordance with the relevant

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<sup>1</sup> Security deposits for tenancies in W ed but the Renting Homes (Fees etc.) (Wales) Act 2019 (in force 01 Septer h government the power to introduce caps in the future.

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- provisions of the Ho
- 3.23 The Agent shall pro being received the ‘
- 3.24 The Agent shall b agreement provide Housing, Communi for renting in Englan publication “A Home
- 3.25 Subject to the Ag names of the provi notify the Local Aut and other service pr
- 3.26 Subject to the Agen Owner or through relating to the Prop
- 3.26.1 the Agent sh occupation charges for Agent shall the Property
- 3.26.2 the Agent sh the Owner’s management
- 3.26.3 the Agent s Property (bu Owner);
- 3.26.4 the Agent s invoice or de
- 3.26.5 the Agent s that appear
- 3.26.6 the Owner n of payment r
- 3.27 The Agent shall accordance with the
- 3.28 If rent is unpaid for the Owner and sha visiting the Property
- 3.29 The Agent shall in findings to the Own
- 3.30 The Agent shall, if more frequent insp from the inspection)
- 3.31 The Agent shall adv agreement and any come to the Agent’s
- 3.32 The Agent shall ad other parties relatin

in 30 days of the Security Deposit required by the Housing Act 2004.

after completion of the tenancy latest version of the Ministry of ent’s “How to Rent: the checklist n Wales) the Welsh Government’s ector – A Guide for Tenants”.

ecessary information (such as the account numbers) the Agent shall tment and any utilities companies the new tenant.

by way of a float provided by the ) the Agent shall pay outgoings s:

hich fall to be paid by the tenant in s Council Tax, utilities bills and telephone and broadband) but the r as they relate to a period when

rice charge and other sums due to llord’s managing agent or any

premiums for insurance of the o arrange insurance cover for the

ment unless it has received an

t and pay invoices and demands

t to make some or all of the types

ent on behalf of the Owner in reement.

falling due, the Agent shall notify ment by making telephone calls, arrears letters.

y six months and shall report its

and at the Owner’s cost, conduct (to include photos of the Property ngs to the Owner.

eaches of the terms of the tenancy maintenance or replacement that

ssues raised by the tenant or by

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3.33 The Agent shall be responsible for the day-to-day management of the Property, including the maintenance and replacements, on the following basis:

3.33.1 the cost of all minor repairs and replacements shall be borne by the Owner;

3.33.2 if the cost of any repair or replacement on any one occasion is less than £<<insert amount>>, the Agent shall arrange for the work to be done without reference to the Owner;

3.33.3 if the cost of any repair or replacement on any one occasion is £<<insert amount>> or more, the Agent shall first contact the Owner to obtain permission to proceed with the work;

3.33.4 if the work necessary for the repair or replacement cannot be carried out without the prior written consent of the Owner's solicitor, the Agent shall arrange for the work to be done without the prior written consent of the Owner's solicitor;

3.33.5 the Agent shall be responsible for arranging major repairs or replacements of the Property, including items costing in excess of £<<insert amount>>, e.g. roof repairs, boiler repairs, etc.

3.34 The Agent shall keep accurate accounts of all financial transactions relating to the Property and shall, at the reasonable request of the Owner, permit the Owner or any person nominated in writing by the Owner to inspect all such records and accounts and to take copies thereof at all reasonable times (but not exceeding 15 days).

3.35 The Agent shall, at the end of each month during the Management Period, and as necessary thereafter, send to the Owner a statement of account for the Property:

3.35.1 all Rent received;

3.35.2 all expenses incurred;

3.35.3 the Commission payable;

3.35.4 the amount of any other sums payable or receivable for that month.

3.36 Having sent the statement of account, the Agent shall retain:

3.36.1 the Commission payable;

3.36.2 such amount of the Rent as is necessary to top the float up to £<<insert amount>> and to pay any other sums due to the Owner within << >> days.

3.37 If there are insufficient funds available to top up the float the Agent shall notify the Owner and the Owner shall be required to provide the necessary funds to top up the float the day after the date of the notification required from the Owner.

3.38 If:

3.38.1 a tenancy agreement is terminated pursuant to a break clause; or

3.38.2 a tenant vacates the Property at the end of a period for which the Agent has received the Rent, the Agent shall refund to the Owner the Commission (or as the case may be the Commission) within << >> days of the tenant vacating the Property.

3.39 The Agent shall make available to the Owner at all reasonable times and on request, and advice relating to the Property for the purposes of consultation.

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3.40 The Agent shall not... changes to laws and regulations relating to the use of... shall forthwith notify the Owner if... breach of any of those laws or regulations in relation to...

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3.41 The Agent shall obtain... force during the Agency Period all licences, permits and... necessary or advisable for the performance of its duties... and Conditions.

3.42 The Agent will comply... translation on the charging of fees in the private rented sector...

3.43 The Agent shall act... diligence and in accordance with sound commercial practice...

3.44 Subject as provided... Conditions and to any directions which the Owner may properly give, the Agent shall be entitled to perform... Terms and Conditions in such manner as it may think fit...

**4. The Owner's Commitments**

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4.1 The Owner confirms... (s) of the Property and are entitled to let it out on an assured tenancy... In particular the Owner confirms that:

4.1.1 any consent... der or superior landlord under the terms of the tenancy...

4.1.2 any consent... 's mortgagee; and

4.1.3 any consent... 's insurers

has been obtained... before any tenancy agreement is signed.

4.2 The Owner shall provide... sets of keys to the Property and confirm that the Agent has copies of the keys as necessary.

4.3 The Owner shall ensure... s in the Property comply with the Furniture and Furnishings Regulations 1988.

4.4 The Owner understands... a landlord under the Gas Safety (Installation and Use) Regulations 1988. In particular:

4.4.1 the Owner shall ensure that... nences either:

a) provide... of the report from the last annual safety check... a Gas Safe registered engineer (which is not more than 12 months old); or

b) instruct... for an engineer to carry out the check... (at the cost of the Owner).

4.4.2 the Owner shall ensure that... the previous annual safety check (but only if the Property is in continuous occupation after the expiry date),

a) provide... y of the next annual safety check carried out by a Gas Safe registered engineer; or

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b) instruct the landlord to check the electrical installation for an engineer to carry out the check (at the cost of the Owner) before the tenancy begins.

4.5 The Owner understands that the landlord under the Electrical Equipment (Safety) Regulations 2016 (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:

4.5.1 the Owner shall ensure that the electrical equipment provided by the landlord complies with the Regulations; and

4.5.2 the Owner shall ensure that the electrical equipment is accompanied by a certificate from an electrician or a competent person approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.

4.6 The Owner understands that the landlord under The Electrical Safety Regulations 2020 (England) Regulations 2020. In particular:

4.6.1 the Owner shall ensure that the Agent to arrange for a qualified person to inspect and test every fixed electrical installation at the Property at intervals of no more than 5 years;

4.6.2 the Owner shall ensure that the Agent provides the report from a qualified and competent person to the Owner;

4.6.3 the Owner shall ensure that the Agent, on behalf of the landlord, shall supply a copy of the report to each tenant within 28 days, and if requested by the tenant, within 7 days of request;

4.6.4 the Owner shall ensure that the Agent provides a copy of the report and give it to the tenant;

4.6.5 the Owner shall ensure that the Agent to supply a copy of the report to the tenant before occupation; and 2) a copy of the report to the prospective tenant if a request from the prospective tenant;

4.6.6 if the report identifies any remedial work, the Owner shall ensure that the Agent to carry out (at the cost of the Owner), the remedial work which must be carried out by a competent person within 28 days of the report or as soon as practicable;

4.6.7 the Owner shall ensure that the Agent to provide written confirmation of completion of any remedial work along with the report to the tenant and the local housing authority within 28 days of the completion of the remedial work.

4.7 The Owner understands that the landlord shall be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide a valid EPC or instruct the Agent to arrange for an EPC to be provided (at the cost of the Owner).

4.8 If the Property has a valid Energy Performance Certificate (EPC) registered on the National PRS Exemptions Register, the Owner shall ensure that the Agent to provide written confirmation of completion of any remedial work along with the report to the tenant and the local housing authority within 28 days of the completion of the remedial work.

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4.9 The Owner is aware of the obligations placed on residential landlords by section 1(1) of the Landlord and Tenant Act 1985. The Owner shall comply with those obligations.

4.10 The Owner is aware of the Health and Safety Rating System introduced under the Landlord and Tenant Act 1985. The Owner shall take reasonable steps to minimise health and safety risks and shall comply in a timely manner with any notice or order issued by the relevant authority.

4.11 The Owner is aware of the obligations placed on residential landlords by the FFHH Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant and shall comply with any orders issued by the courts under the Act.

4.12 The Owner understands the obligations of a landlord under The Smoke and Carbon Monoxide Alarm Regulations 2015. In particular:

4.12.1 the Owner shall ensure that the alarm begins either:

- a) confirm that all necessary smoke and carbon monoxide alarms have been installed at the property; or
- b) instruct the tenant to ensure that the necessary alarms to be installed (at the cost of the Owner).

4.12.2 the Owner shall ensure that the alarm is in proper working order on the day a new alarm is installed.

- a) check the alarm is in proper working order on the day a new alarm is installed;
- b) instruct the tenant to ensure such a check (at the cost of the Owner).

4.12.3 the Owner shall ensure that the alarm is in proper working order on the day a new alarm is installed.

- a) carry out such remedial action as specified in a remedial notice issued under The Smoke and Carbon Monoxide Alarm Regulations 2015; or
- b) instruct the tenant to carry out such remedial action (at the cost of the Owner).

4.13 The Owner shall pay the Commission in accordance with these Terms and Conditions:

4.13.1 the Commission shall be paid in accordance with the Appointment Form or otherwise agreed between the Owner and the Agent.

4.13.2 any other commission shall be paid in accordance with the Appointment Form or otherwise agreed between the Owner and the Agent.

4.14 If in any month the Commission the Owner shall pay to the Agent are insufficient to pay the Commission the Owner shall pay the balance to the Agent on demand.

4.15 At the commencement of the tenancy the Owner shall provide the Agent with a float of £<<insert amount>> to meet expenditure on behalf of the Owner.

4.16 When requested by the Agent the Owner shall add further sums of money to the float so that it remains at least the amount, e.g. 250>>.

4.17 The Owner shall pay the Commission that is overdue by <<insert grace period e.g. 7>> days at a rate of << e.g. 2>> per cent above the base lending rate of the Agent from the due date until the date of payment.

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4.18 The Owner shall not be a resident and under the provisions of the Revenue & Customs

Owner is or becomes a non-UK resident may be required to deal with rent in accordance with the Rent Repayment Scheme operated by HM

4.19 The Owner understands and agrees to be bound by the provisions of the [Renting Homes Act 2019] as Landlord and will comply with these conditions

under the [Tenant Fees Act 2019] as Landlord and will comply with these conditions

4.20 Subject to compliance with the Conditions, the Owner shall not be liable for any loss or damage but not limited to a claim for costs incurred in defending any proceedings which may be brought against the Owner or being held out as the

obligations under these Terms and Conditions shall be limited to the extent of the Agent against any liability (including any costs incurred in defending any proceedings which the Agent may reasonably expect to be brought against it) which it may incur by reason only of it

**5. Duration and Termination**

5.1 The contract between the Agent and the Owner shall come into force on the date specified in the Schedule and shall continue until terminated, subject to the following provisions

The contract between the Agent and the Owner shall come into force on the date specified in the Schedule and shall continue until terminated, subject to the following provisions

5.2 During the Introduction Period, the Agent may terminate the contract by giving to the other party written notice, to effect of the termination, of <<e.g. "8 weeks">> of the Introduction Period

During the Introduction Period, the Agent may terminate the contract by giving to the other party written notice, to effect of the termination, of <<e.g. "8 weeks">> of the Introduction Period

5.3 Upon the termination of the contract during the Introduction Period

Upon the termination of the contract during the Introduction Period

5.3.1 the Agent shall be liable to pay to the Owner a Commission for the Property

the Agent shall be liable to pay to the Owner a Commission for the Property

5.3.2 the Letting Commission shall not be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);

the Letting Commission shall not be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);

5.3.3 clause 6 (Rent) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

clause 6 (Rent) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

5.3.4 the Agent shall be liable to pay to the Owner compensation for the loss of agent's Commission or any similar loss (except unpaid Commission)

the Agent shall be liable to pay to the Owner compensation for the loss of agent's Commission or any similar loss (except unpaid Commission)

5.4 During the Management Period, the Agent may terminate the contract by giving to the other party written notice, to effect of the termination, of <<e.g. "3 months">> of the Management Period

During the Management Period, the Agent may terminate the contract by giving to the other party written notice, to effect of the termination, of <<e.g. "3 months">> of the Management Period

5.5 Upon the termination of the contract during the Management Period

Upon the termination of the contract during the Management Period

5.5.1 the Agent shall be liable to pay to the Owner a Commission for the Property

the Agent shall be liable to pay to the Owner a Commission for the Property

5.5.2 the Management Commission shall be payable;

the Management Commission shall be payable;

5.5.3 Letting Commission shall be payable in full (with credit being given for the Commission already paid prior to termination);

Letting Commission shall be payable in full (with credit being given for the Commission already paid prior to termination);

5.5.4 clause 6 (Rent) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

clause 6 (Rent) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

5.5.5 the Agent shall be liable to pay to the Owner compensation for the loss of agent's Commission or any similar loss (except unpaid Commission)

the Agent shall be liable to pay to the Owner compensation for the loss of agent's Commission or any similar loss (except unpaid Commission)

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5.6 The rights to terminate this clause 5 shall not prejudice any other right or remedy (including damages for breach of any) or any other benefit or advantage (including those arising from a contract or statute) in respect of the breach concerned (if any).

5.7 If at any time control of the Agent (as defined in section 940 of the Income and Corporation Taxes Act 1988) of any person or group of connected persons (as defined in section 940 of the Income and Corporation Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Owner identifying the group of connected persons and the Owner shall be entitled to terminate the contract if more than << >> months written notice to the Agent within 14 days of the notice from the Agent was given, to terminate the contract.

**6. Renewal or Continuation**

6.1 The Agent shall continue to act as agent for the tenant before the end of the term of the tenancy agreement unless the parties wish to extend the tenant's period of occupation by entering into a new tenancy agreement, by holding discussions and the Agent shall facilitate any negotiations.

6.2 If the tenant remains in occupation at the expiry of the original tenancy agreement:

6.2.1 the Renewal Commission shall be payable in place of the Letting Commission;

6.2.2 the Management Fee shall be payable (if the contract has not been terminated under clause 5.7) in place of the Letting Commission.

6.3 The Renewal Commission shall be payable:

6.3.1 in relation to the period from the expiry of the original tenancy agreement to the date of the original tenancy agreement; and

6.3.2 where the original joint tenants (or the original joint tenants) remains in occupation of the property at the expiry of the original tenancy agreement.

**7. Complaints and Redress**

7.1 In accordance with the provisions of the Property Redress Scheme Order the Agent is a member of a redress scheme for property agents.

7.2 The name of the redress scheme is [The Property Ombudsman] [Ombudsman Service] Property Redress Scheme].

7.3 A copy of the Agent's details of the redress scheme may be obtained on request.

**8. Client Money**

8.1 In accordance with the provisions of the Client Money Protection Schemes for Property Agents Regulations 2019 the Agent is a member of a government approved client money protection scheme.

8.2 The name and address of the client money protection scheme is [ <<insert name and address of client money protection scheme">>].

8.3 A copy of the Agent's details of the client money protection scheme may be obtained on request.

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**9. Nature of Agreement**

- 9.1 The contract between neither party may (charge) or sub-licen delegate any of its the other party.
- 9.2 These Terms and C entire agreement b not be modified e authorised represen
- 9.3 Each party acknow any representation, in these Terms and warranties or other the fullest extent pe
- 9.4 No failure or delay contract shall be de party of a breach o waiver of any subse
- 9.5 If any provision of competent authority Terms and Conditio the remainder of the

**10. Notices and Service**

- 10.1 Any notice or othe Conditions to be giv
  - 10.1.1 delivering it
  - 10.1.2 sending it by
  - 10.1.3 sending it by means of co
 to the other party at
- 10.2 Any notice or inform 10.1.2 which is not have been given on posted; and proof th was properly addre been so returned to information has bee
- 10.3 Any notice or inform comparable means given on the date o as provided in claus 10.4 within 24 hours
- 10.4 Service of any d concerning or arisin causing it to be deli or to such other ad from time to time.

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gent is personal to the parties and charge (otherwise than by floating under, or sub-contract or otherwise except with the written consent of

the Appointment Form contain the respect to the Property and may t in writing signed by the duly

to the contract, it does not rely on sion except as expressly provided ppointment Form, and all conditions, e or common law are excluded to

exercising any of its rights under the that right, and no waiver by either contract shall be deemed to be a e or any other provision.

ions is held by any court or other rceable in whole or in part, these alid as to the other provisions and

r authorised by these Terms and other shall be given by:

class post; or

simile transmission or comparable

use 10.4.

the manner provided by clause s undelivered shall be deemed to the envelope containing it was so ing any such notice or information d and posted, and that it has not fficient evidence that the notice or

ex, cable, facsimile transmission or l be deemed to have been duly that a confirming copy of it is sent rty at the address given in clause

oses of any legal proceedings hall be effected by either party by at its registered or principal office, d to it by the other party in writing

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**11. VAT**

These Terms and Conditions of VAT and exclusive of VAT agreed between the parties from the date the new rate notified the Owner of the change.

in detail the Agent's fees inclusive of VAT. If the rate of VAT is changed by the government, it is the Agent's responsibility to pay the new rate of VAT regardless of whether the Agent has

**12. Relationship of the Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of an employer and employee between the Owner and the Agent.

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of an employer and employee between the Owner and the Agent.

**13. Jurisdiction**

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of New York and the non-exclusive jurisdiction of the courts of the State of New York.

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of New York and each party hereby submits to the non-exclusive jurisdiction of the courts of the State of New York.

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