

RESIDENTIAL LETTING AND CONDITIONS
(RENT COLLECTION SERVICE)

These Terms and Conditions apply to the Agent (>> “Agent”) is appointed to secure the letting of a residential shorthold tenancy and to collect rent during the tenancy. The Terms are on the basis of the Owner’s contract with the Agent so please read them carefully before signing the Appointment Form.

1. Definitions

“Agency Period” the Agency Period and the Rent Collection

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

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

“Common Parts” the shared areas of the building in which the Property forms part and which the Owner is responsible for; rest;

“FFHH Act” the (Federal Human Habitation) Act 2018;

“HHSRS Regulations” the Health and Safety Rating System Regulations 2005 or (if the Property is in a tenancy) the Health and Safety Rating System Regulations 2006;

“Introduction Period” the 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” the Letting Commission (exclusive of VAT (<< >>% plus VAT) of the Rent Commission on to the Property for the first month of the tenancy agreement (or, if the tenancy agreement is for a term of less than a year, << >>% plus VAT (<< >>% plus VAT) of the Rent Commission for the term of the tenancy agreement);

“Owner” the Owner of the Property;

“Property” the Property identified in the Appointment Form;

S A M P L E

- “Redress Schemes Order”** means the Redress Schemes for Lettings Agency Work (Requirement to Be a Member of a Redress Scheme) Order 2014;
- “Renewal Commission”** means the Commission for the Property for the year of the tenancy agreement (or, if the agreement has a fixed term of less than a year, the Commission for the whole term of the tenancy agreement);
- “Rent”** means the amount payable by the tenant of the Property under the tenancy agreement;
- “Rent Collection Commission”** means the Commission for the Property for the first year of the tenancy agreement (or, if the tenancy agreement is for less than a year, the Commission for the whole term of the tenancy agreement);
- “Rent Collection Period”** means the period beginning when a tenancy agreement is signed and ending when this document is signed;
- “Security Deposit”** means the amount received from a tenant in respect of the tenant’s obligations under the tenancy agreement;
- 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;
- 1.2 Any reference in these Terms to a statute or provision of a statute shall be construed to include any statute or provision as amended, re-enacted or extended;
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.
2. **Appointment of Agent**
- 2.1 The Owner appoints the Agent in relation to the Property by carrying out the duties referred to in clause 1.1;
- 2.2 Unless otherwise stated in the tenancy agreement, during the Agency Period appointed in the tenancy agreement the Agent shall be the Owner’s agent for the purposes mentioned in clause 1.1;

3. **The Agent's**

- 3.1 The Agent shall provide the Property for letting on an assured shorthold tenancy for a period of 12 months.
- 3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars including a written description [, video footage] and photographs. If the particulars have been approved by the Owner, the Agent shall print and distribute printed advertising materials and add them to its website. The Agent shall erect a 'To Let' board outside the Property unless otherwise instructed by the Owner.
- 3.3 The Agent shall provide the Owner with advice on the Property's rental value.
- 3.4 The Agent shall ensure that the Property is in good repair and ready for occupation.
- 3.4.1 The Agent shall, on behalf of the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property.
- 3.4.2 The Agent shall ensure that every prospective tenant is provided with a copy of the EPC for the Property.
- 3.5 The Agent shall not market the Property unless a valid EPC is available for the Property.
- 3.5.1 The EPC must have an energy efficiency rating between A-E (inclusive); or
- 3.5.2 The EPC must have been registered on the National PRS Register and remains in force.
- 3.6 The Agent shall ensure that the Property is in good repair and ready for occupation.
- 3.6.1 The Agent shall, on behalf of the Owner and at the Owner's cost, arrange for gas and electrical safety checks to be carried out before a tenancy commences:
- (a) Gas Safety (Installation and Use) Regulations 1998; and
 - (b) 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) Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
- 3.6.2 The Agent shall ensure that every prospective tenant is provided with copies of the latest gas and electrical testing reports for fixed electrical wiring before they occupy the Property; and
- 3.6.3 The Agent shall 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 3.6.1 are met (and at the cost of the Owner) as set out in clause 3.6.1.
- 3.6.4 The Agent shall ensure that every prospective tenant is provided with copies of the fire door information if required by the Fire Safety (England) Regulations 2022 before they occupy the Property thereafter.
- 3.7 If it appears to the Agent that there are or may be at the Property any of the "hazardous substances" referred to in the HSE Regulations the Agent shall either:

S

3.7.1 the hazards and the steps that need to be taken;

3.7.2 Owner seek advice from a suitably qualified

3.8 The Owner shall, by the Owner and at the Owner's cost, arrange for work to be carried out on the Property:

3.8.1 the hazards specified in HHSRS Regulations;

3.8.2 any notice or order issued by the local authority under the

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:

3.9.1 the state of the Property and/or Common Parts is such that remedial work needs to be taken to put and keep the Property in a state that is fit for human habitation as defined in the Act; or

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 work to be carried out on the Property and/or Common Parts (once all necessary consents and works from any third party have been obtained):

3.10.1 to keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act;

3.10.2 in response to any notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;

3.10.3 in response to any claims or proceedings issued by the tenant under the FFHH Act;

3.10.4 in response to any 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 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 ensure that any fire alarm system 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 ensure that a fire risk assessment to be carried out by a suitably qualified person and for all recommendations to be complied with;

3.12.2 ensure that fire doors and closers at the Property are in good working order on the day a new tenancy begins and at regular intervals in accordance with the Fire Safety (England) Regulations 2022; and

3.12.3 ensure that fire doors or closers (if required) are repaired or replaced as practicable following an inspection or report from a suitably qualified person;

A

M

P

L

E

S

3.13 The Agent shall conduct enquiries from potential tenants, arrange and escort viewings and shall be kept informed of the outcome of all enquiries and viewings.

3.14 The Agent shall provide relevant information from potential tenants which will enable the Owner to assess the suitability of the tenant (and any guarantors) and to make informed references on any tenant who has indicated a firm commitment to a tenancy agreement and shall forward the relevant references to the Owner.

3.15 The Agent shall ensure that sections 20–37 of the Immigration Act 2014 are complied with in the area in which the Property is situated, accept liability for any breach of the requirements of sections 20–37 of the Immigration Act 2014 and shall in particular:

3.15.1 ensure that proposed tenant and from any intended adult occupier provide the necessary information and documentation required in order to complete the necessary checks on them;

3.15.2 ensure that “rent” checks in accordance with all relevant Home Office guidance and guidance;

3.15.3 forward those checks to the Owner as soon as possible;

3.15.4 ensure that the Agent does not discriminate against any proposed tenants in conducting “rent” checks.

3.16 The Agent shall ensure that a holding deposit agreement if a holding deposit is to be collected shall be approved by the Owner. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so.

3.17 The Agent shall, by the Owner and at the Owner’s cost, arrange for:

3.17.1 a survey of the Property [(to include a photographic schedule of the Property) to be prepared by an independent inventory clerk;

3.17.2 to conduct a “check-in” with the tenant whereby the contents of the Property are confirmed by the tenant; and

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

3.18 The Agent shall ensure that an assured shorthold tenancy agreement for the Property is signed by the tenant and shall obtain the Owner’s approval of the draft tenancy agreement.

3.19 The Agent shall, when instructed by the Owner, complete the tenancy on behalf of the Owner. The Agent shall send a copy of the tenancy agreement to the Owner and tenant.

3.20 The Agent shall ensure that the tenant to occupy the Property until the tenant has:

3.20.1 signed the tenancy agreement;

3.20.2 provided the agreed funds the first month’s rent;

A

M

P

L

E

S

3.20. The Owner shall ensure that the Property has adequate fire safety measures in place and shall ensure that the Property is equipped with fire extinguishers, fire blankets, fire alarms and fire escape routes. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order.

3.20. The Owner shall ensure that the Property has adequate fire safety measures in place and shall ensure that the Property is equipped with fire extinguishers, fire blankets, fire alarms and fire escape routes. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order. The Owner shall also ensure that the Property is equipped with fire safety equipment and that the same is maintained in good working order.

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

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

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

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

3.25 If rent is not paid by the due date, the Agent shall notify the Owner of the arrears and shall take steps to obtain payment by making telephone calls, sending letters and, if necessary, taking legal action. The Agent shall also ensure that the Security Deposit is held in accordance with the relevant provisions of the Housing Act 2004.

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

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

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

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

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

3.29 Having received the Security Deposit from the Owner the Agent shall retain the Commission on the Security Deposit in accordance with the relevant provisions of the Housing Act 2004.

3.30 If the Security Deposit is not paid by the due date, the Agent shall notify the Owner of the arrears and shall take steps to obtain payment by making telephone calls, sending letters and, if necessary, taking legal action. The Agent shall also ensure that the Security Deposit is held in accordance with the relevant provisions of the Housing Act 2004.

3.31 If the Security Deposit is not paid by the due date, the Agent shall notify the Owner of the arrears and shall take steps to obtain payment by making telephone calls, sending letters and, if necessary, taking legal action. The Agent shall also ensure that the Security Deposit is held in accordance with the relevant provisions of the Housing Act 2004.

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

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

¹ In respect of properties in England, the Tenant Fees Act 2019 requires landlords to cap the amount of security deposits for new or renewed tenancies caught by the Act. The cap is £50,000 or capped at 5 weeks' rent for a tenancy with an annual rent under £50,000 or more. Security deposits for new or renewed tenancies caught by the Act are capped but the Welsh government has the power to introduce caps in the future.

A

M

P

L

E

the Agent shall provide the Owner a proportionate part of the Letting Commission (which may be the Renewal Commission) within << >> days of the completion of the Property.

3.32 The Agent shall ensure that a member of staff available to the Owner at all reasonable hours and on reasonable notice for the purposes of consultation and advice on the Property.

3.33 The Agent shall maintain in force during the Agency Period all licences, permits, consents and approvals which are necessary or advisable for the performance of the Agency under these Terms and Conditions.

3.34 The Agent shall exercise due care and diligence and in accordance with the instructions of the Owner to manage the Property.

3.35 The Agent shall ensure the suitability of tenants, timely payments, or vacating of the Property at the end of the tenancy and is not liable to the Owner in respect of any disputes between the Owner and tenant during the tenancy.

3.36 The Agent shall not be aware of any personal interest in the Property arising under the provisions of the Estate Agents Act 1979.

3.37 Subject to the Terms and Conditions and to any directions which may from time to time properly give, the Agent shall be entitled to take such actions under these Terms and Conditions in such manner as may appear to be necessary.

4. The Owner's Property

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

4.1.1 The Property is not subject to a lease from a freeholder or superior landlord under the provisions of the Landlord and Tenant Act 1954;

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

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

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

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

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

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

4.5 The Agent shall comply with 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 Agent provides the tenant with a copy of the report from the last annual gas safety check carried out by a Gas Safe registered engineer (less than 12 months old); or

the Agent provides the tenant with a copy of the report from the last annual gas safety check and the Agent is required to arrange for an engineer to carry out the remedial work (at the cost of the Owner).

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

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

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

4.6 The Agent shall ensure that their duties as a landlord under the Electrical Equipment 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 ensure that all electrical equipment provided by the Agent complies with the Regulations; and

4.6.2 provide the Agent with a certificate from an electrician or a government-approved organisation (such as the Institution of Electrical Engineers) of the safety of the electrical installations and appliances at

4.7 The Agent shall ensure that their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular,

4.7.1 arrange, 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 provide the Agent with the report from a qualified and

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

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

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

4.7.6 ensure that the Owner shall provide a copy of the report to each tenant within 28 days of a request from the tenant;

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

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

4.8 The Agent shall ensure that their responsibilities under the Regulatory Reform

(Fire arrangement records) amended. The Owner may instruct the Agent to arrange for the assessment to be carried out, and to arrange for the records to be updated, and to ensure that the assessment to be complied with at the cost of the Owner.

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

4.10 If the Property has a gas safety efficiency rating of F or G the Owner shall ensure that the Property has been registered on the National Gas Safety Register (NGSR) and that the Gas Safety (Installation and Use) Regulations 1998 (as amended) remains in force.

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

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

4.13 The Owner shall comply with any statutory obligations placed on residential landlords under the Landlord and Tenant Act 1985. The Owner shall ensure that the Property is in compliance with the Act. The Owner shall comply with these obligations. The Owner shall ensure that the Property is in compliance with the Act. The Owner shall comply with any notices, complaint or proceedings issued by the local authority. The Owner shall also comply with any orders issued by the court.

4.14 The Owner shall ensure that the Property complies with the Fire Safety (England) Regulations 2015 as amended by The Fire Safety (England) Regulations 2022. In particular, the Owner shall ensure that the Property complies with the Fire Safety (England) Regulations 2015 as amended by The Fire Safety (England) Regulations 2022.

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

4.14.2 The Owner shall ensure that the smoke alarm is in proper working order on the day a tenancy begins; or
c) by ensuring that the Agent has provided to the Agent to conduct such a check (at the cost of the Owner).

4.14.3 The Owner shall ensure that the Owner carries out any repairs or replacement of the alarms as soon as practicable following a report from the tenant.

4.14.4 The Owner shall ensure that the Owner carries out any 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.

4.15 The Owner shall ensure that they are responsible for obtaining any licences required for the use of the Property before letting the Property and complying with any conditions of the licences.

S

4.16 The Agent in accordance with these Terms and

4.16.

4.16.

identified in the Appointment Form or otherwise
owner and the Agent.

4.17 If in held by the Agent are insufficient to pay the
Com pay the shortfall to the Agent on demand.

4.18 The 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
paym

4.19 The obligations under the [Tenant Fees Act 2019]
OR [etc.) (Wales) Act 2019] as Landlord and will
comp

4.20 The that they are legally responsible for the Property
meet

4.21 The will give all instructions to the Agent in writing.

4.22 The Agent if the Owner is or becomes a non-UK
resident that the Agent may be required to deal with rent in
accordance with the Resident Landlords Scheme operated by HM
Reve

4.23 Subject Agent with its obligations under these Terms and
Condemnify the Agent against any liability (including
but not expenses which the Agent may reasonably
incur (including legal proceedings) which it may incur by reason only of it
being

5. **Duration and Agency Contract**

5.1 The Owner and the Agent shall come into force on the
date of the Appointment Form and shall continue until terminated,
subject to the provisions.

5.2 During the term of the contract either party may terminate the contract by
giving notice in writing of not less than <<insert notice period, e.g. "1">> weeks
written notice or any time after the end of the first <<e.g. "8
week Period.

5.3 Upon termination of the contract between the Agent and the Owner during

5.3.1

to promote, market, advertise or solicit tenants

5.3.2

Commission shall 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 tenant introduced by the Agent (but shall

5.3.4

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

A

M

P

L

E

S

5.4 During the period either party may terminate the contract by giving written notice of not less than <<insert notice period, e.g. "1">> months or any time after the end of the first <<e.g. "3 months">> month tenancy agreement.

5.5 Upon termination of the contract between the Agent and the Owner during the term of the tenancy agreement:

5.5.1 The Agent shall be entitled to collect rent for the Property;

5.5.2 The Agent's Commission shall cease to be payable;

5.5.3 The Agent's Commission shall become payable in full (with credit being given for any instalments paid prior to termination);

5.5.4 The terms of the Continuation of Tenancy) will continue to apply;

5.5.5 The Agent shall have no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid rent).

5.6 The termination of the contract given by this clause 5 shall not prejudice either party in respect of the breach concerned (if any).

5.7 If at any time after the termination of the contract as provided in Section 840 of the Income and Corporation Tax Act 2004 (or any provision substituted therefor) is acquired 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 termination, 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 Agent. After the notice from the Agent was given, to terminate the tenancy.

6. Renewal or Continuation of Tenancy

6.1 The Agent and the Owner and the tenant before the end of the term of the tenancy shall meet 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.

6.2 If the tenancy is not renewed or continued after the expiry of the original tenancy agreement:

6.2.1 The Agent's Commission shall become payable in place of the Letting Commission;

6.2.2 The Agent's Commission shall (if the contract has not been renewed or continued in accordance with clause 5) remain payable.

6.3 The Letting Commission shall be payable:

6.3.1 From the date of the commencement of the tenancy or, if the tenancy is renewed or continued, from the date of the original tenancy or two years after that date; and

6.3.2 If the tenant (or one of the original joint tenants) remains in occupation of the Property.

7. Complaints

7.1 In accordance with the Financial Ombudsman Service Schemes Order the Agent is a member of a scheme for the resolution of complaints.

A

M

P

L

E

S

7.2 The redress scheme is [The Property Ombudsman] [The Property Ombudsman]

7.3 A copy of the complaints handling procedure may be obtained on request.

8. Client Money Protection

8.1 In accordance with the Client Money Protection Schemes for Property Agents (Regulation of Property Agents (Client Money Protection Scheme etc.) Regulations 2019 the Agent is a member of a recognised client money protection scheme.

8.2 The details of the Agent's client money protection scheme is set out in the [insert name of client money protection scheme" >>].

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

9. Nature of Appointment

9.1 The appointment of the Agent and the Agent is personal to the parties and neither party shall be bound by any mortgage or charge (otherwise than by floating charge) created by the Agent or its agents, its rights hereunder, or sub-contract or otherwise in connection with the appointment, except with the written consent of the other party.

9.2 These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may be amended by an instrument in writing signed by the duly authorised representatives of 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 contract, 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 by a party 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 waiver of any other provision of the contract shall be deemed to be a waiver of 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 these Terms and Conditions 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 to the other shall be given by:

10.1.1

10.1.2

10.1.3

to the

10.2 Any notice or communication given by post in the manner provided by clause 10.1 shall be deemed to have been given to the sender as undelivered shall be deemed to have been given to the recipient.

A

M

P

L

E

have
post
was
been
inform

S

>> day after the envelope containing it was so
velope containing any such notice or information
paid, registered and posted, and that it has not
er, shall be sufficient evidence that the notice or
en.

10.3 Any m
comp
given
as pr
10.4

A

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

10.4 Servi
conc
caus
or to
from

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

11. **Anti-Money**

M

The Agent
satisfactory
be prohibite
accordance

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

12. **Data Protec**

12.1 The
held
Data
(and
Com

P

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

12.2 For d
perso
data
and
pleas
OR [

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

13. **VAT**

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

L

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

14. **Relationshi**

Nothing in t
partnership o
Agent.

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

E

S

15. **Duty of Disclosure**

In accordance with the law, both you and we are obligated to ensure that prospective tenants are not misled by providing false information or by failing to disclose material information. Failure to comply with these obligations may give rise to potential legal action. You must inform us immediately if any such information arises. If you are uncertain about whether you are complying with these obligations, please contact us for clarification.

ion law, both you and we are obligated to ensure that prospective tenants are not misled by providing false information or by failing to disclose material information. Failure to comply with these obligations may give rise to potential legal action. You must inform us immediately if any such information arises. If you are uncertain about whether you are complying with these obligations, please contact us for clarification.

A

16. **Jurisdiction**

These Terms and Conditions 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.

These Terms and Conditions 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.

M

[ANNEX – Agent’s Terms and Conditions]

P

L

E