## RESIDENTIAL LET

These Terms and Conditions appropriate secure the letting of a residential rent during the tenancy. The Term with the Agent so please read ther

## 1. **Definitions**

"Agency Period"

"Appointment Form"

"Commission"

"Common Parts"

"FFHH Act"

"HHSRS Regulations"

"Introduction Period"

"Letting Commission"

"Owner"

"Property"

# AND CONDITIONS ICE)

pent>> ("**Agent**") is appointed to shorthold tenancy and to collect the basis of the Owner's contract the Appointment Form.

on Period and the Rent Collection

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

e Letting Commission (or as the newal Commission) and the Rent on, which is to be paid monthly in he provisions below regarding ency contract:

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

luman Habitation) Act 2018;

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

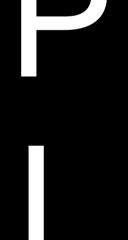
rting on the date this contract ending when a tenancy in relation to the Property;

sive of VAT (<< >>% plus VAT) of on to the Property for the first reement (or, if the tenancy d term of less than a year, << \( \) (<< >>% plus VAT) of the Rent m of the tenancy agreement);

on>>]

the Property;

y identified in the Appointment



"Redress Schemes Order" r

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"Renewal Commission"

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"Rent"

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"Rent Collection Period"

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"Security Deposit"

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- 1.1 Any reference in these a ref telex, cable, facsimile transn
- 1.2 Any reference in these Terr statute shall be construed amended, re-enacted or ext
- 1.3 The headings in this docume interpretation.

## 2. Appointment of Agent

- 2.1 The Owner appoints the Ag by carrying out the duties re
- 2.2 Unless otherwise stated in the Agency Period appoint purposes mentioned in claus

nes for Lettings Agency ment Work (Requirement England) Order 2014;

VAT (<< >>% plus VAT) the Property for the year a tenancy agreement (or, preement has a fixed term inclusive of VAT (<< ue for the whole term of eement);

eement);

tenant of the Property

VAT (<< >>% plus VAT)
the Property for the first
(or, if the tenancy
f less than a year, <<
>% plus VAT) the Rent
tenancy agreement);

en a tenancy agreement perty and ending when

eived from a tenant in of the tenant's obligations

to "writing", or cognate cation effected by e-mail,

y statute or provision of a t statute or provision as e.

nly and shall not affect its

in relation to the Property

he Owner shall not during ne Owner's agent for the

## 3. The Agent's 3.1 The tenar 3.2 Withd partid photo Agen its we other 3.3 The A 3.4 The / 3.4.1 3.4.2 3.5 The availa 3.5.1 3.5.2 3.6 The A 3.6.1 3.6.2 3.6.3 3.6.4 3.7 If it a "haza © Simply-Docs - PROP.ES

Property for letting on an assured shorthold

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

er advice on the Property's rental value.

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

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

market the Property unless a valid EPC is

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

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

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

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

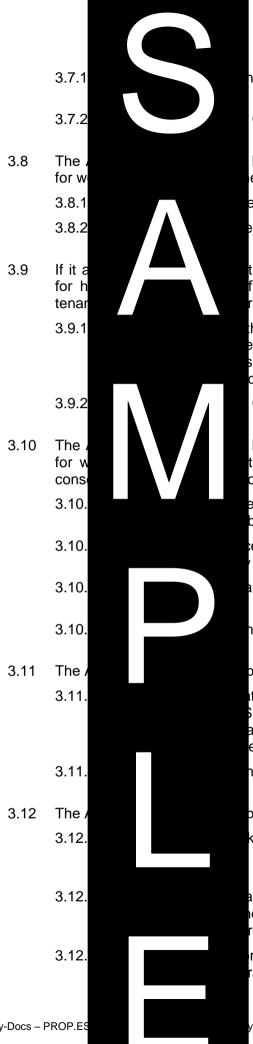
ligations in the Electrical Safety Standards in the Sector (England) Regulations 2020; and

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

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

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

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



he hazards and the steps that need to be taken;

Owner seek advice from a suitably qualified

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

e hazards specified in HHSRS Regulations:

e or order issued by the local authority under the

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

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

Owner seek advice from a suitably qualified

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

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

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

tims or proceedings issued by the tenant under

h an order issued by the courts under the FFHH

by the Owner and at the Owner's cost:

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

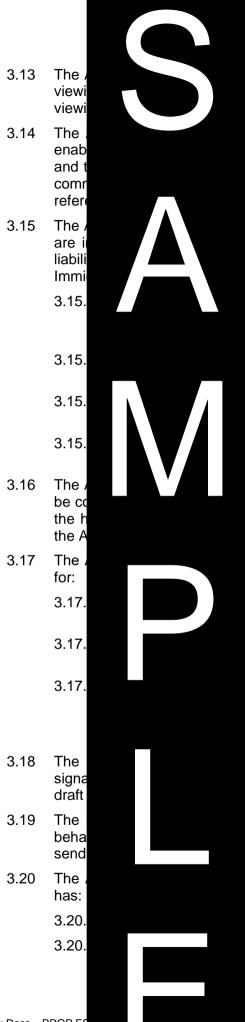
h is in proper working order on the day a new

by the Owner and at the Owner's cost:

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

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

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



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

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

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

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

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

those checks to the Owner as soon as possible;

liscriminate against any proposed tenants in rent" checks.

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

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

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

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

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

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

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

e tenant to occupy the Property until the tenant

reement;

ared funds the first month's rent;



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If:

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

nding order form for future payments of rent to

security Deposit in accordance with the relevant 2004.

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

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

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

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

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

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

days after the end of each month during the Rent ong as necessary thereafter send to the Owner a on to the Property:

curred; and

the Agent for that month.

he Owner the Agent shall retain the Commission wher within << >> days.

o pay the Commission the Agent shall notify the m the Owner.

s terminated pursuant to a break clause; or

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

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

<sup>&</sup>lt;sup>1</sup> In respect of prope Tenant Fees Act 201 £50,000 or capped at deposits for tenancies introduce caps in the



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

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

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

due care and diligence and in accordance with

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

not aware of any personal interest in the Property of the Estate Agents Act 1979.

Terms and Conditions and to any directions time to time properly give, the Agent shall be under these Terms and Conditions in such

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are the owner(s) of the Property and are entitled orthold tenancy. In particular the Owner confirms

from a freeholder or superior landlord under the

rom the Owner's mortgagee; and

rom the Owner's insurers

e obtained before any tenancy agreement is

y have a valid insurance policy in place for the

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

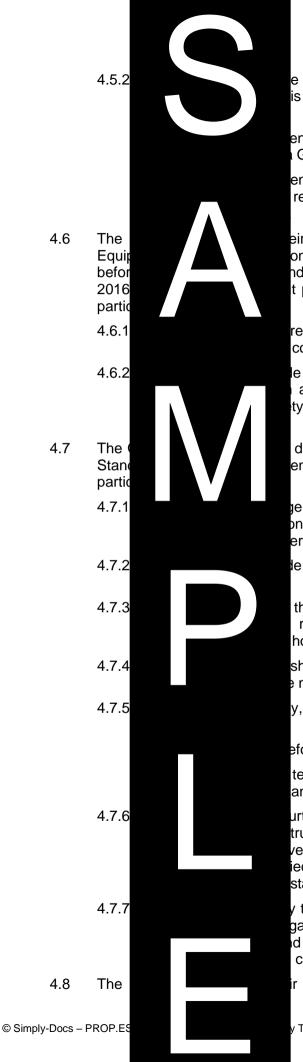
all furnishings in the Property comply with the e) (Safety) Regulations 1988 (as amended).

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

a tenancy commences either:

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

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



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

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

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

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

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

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

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

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

le the Agent with the report from a qualified and

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

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

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

efore occupation; and

tenant within 28 days of a request from the ant;

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

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

r responsibilities under the Regulatory Reform



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amended. The Owner may instruct the Agent to sment 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).

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

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

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

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

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

a tenancy begins either:

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

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

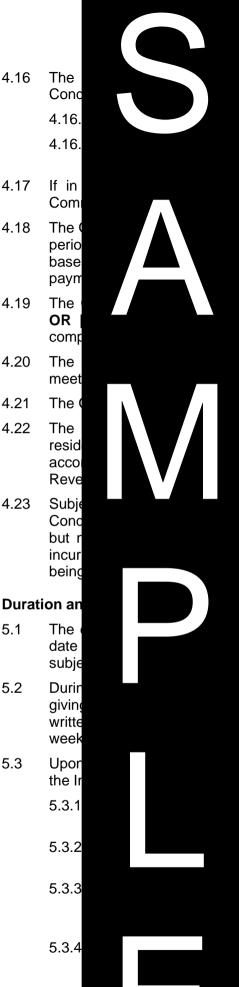
ent to conduct such a check (at the cost of the

out any repairs or replacement of the alarms as acticable following a report from the tenant.

out any remedial action specified in a remedial Property served under The Smoke and Carbon pland) Regulations 2015 as amended by The proxide Alarm (Amendment) Regulations 2022.

they are responsible for obtaining any licences fore letting the Property and complying with any times.

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Agent in accordance with these Terms and

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

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

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

r obligations under the Tenant Fees Act 20191 etc.) (Wales) Act 2019] as Landlord and will

t they are legally responsible for the Property ents.

will give all instructions to the Agent in writing.

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

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

## by Contract

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

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

ontract between the Agent and the Owner during

to promote, market, advertise or solicit tenants

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

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

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

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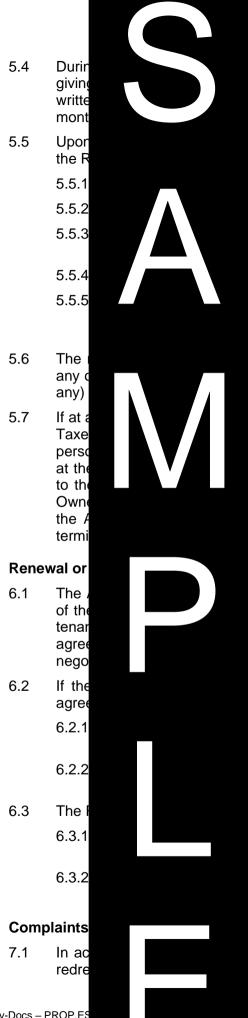
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eriod either party may terminate the contract by than <<insert notice period, e.g. "1">> months r any time after the end of the first <<e.g. "3 enancy agreement.

bntract between the Agent and the Owner during

to collect rent for the Property;

mmission shall cease to be payable;

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

Continuation of Tenancy) will continue to apply;

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

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

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

### ¢у

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

upation after the expiry of the original tenancy

ion shall become payable in place of the Letting

ommission shall (if the contract has not been e 5) remain payable.

bayable:

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

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

ss Schemes Order the Agent is a member of a th complaints.

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#### 8. **Client Mone**

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#### 9. Nature of A

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- 9.4 No fa contr party waive
- 9.5 If any comp Term the re

#### 10. Notices and

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to the

10.2 Any 10.1.

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ess scheme is [The Property Ombudsman] [The

laints handling procedure may be obtained on

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

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

te of membership of the client money protection equest.

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

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

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

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

ns and Conditions is held by any court or other alid or unenforceable in whole or in part, these ontinue to be valid as to the other provisions and orovision.

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

registered first class post; or

lex, cable, facsimile transmission or comparable on:

ss given in clause 10.4.

ven by post in the manner provided by clause o the sender as undelivered shall be deemed to

Terms and Conditions (Rent Collection Service).

have poste was been inforr

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## 11. Anti-Money

The Agent satisfactory be prohibite accordance

## 12. Data Proted

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## 13. **VAT**

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

### 14. Relationshi

Nothing in partnership Agent.

>> 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.

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

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

hs

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

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

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), ivacy Notice [available from <<insert location>>]

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

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

## 15. **Duty of Dis**

In accordance that prospect disclose material tenants' right us immediate information in

ion law, both you and we are obligated to ensure ed by providing false information or by failing to re to comply with these obligations may give d result in potential legal action. You must inform lation arises. If you are uncertain about whether t with us for clarification.

## 16. Jurisdiction

These Term accordance the non-excl

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

[ANNEX - Agent's