

RESIDENTIAL LETTING AGREEMENTS AND CONDITIONS
(RENT COLLECTION SERVICE)

These Terms and Conditions apply to the letting of a residential property on a shorthold tenancy and to collect the rent during the tenancy. The Terms and Conditions are set out on the basis of the Owner's contract with the Agent so please read them carefully before you sign the Appointment Form.

1. Definitions

"Agency Period" means the period from the start of the Agency Period and the Rent Collection

"Appointment Form" means the form to be completed and signed by the Agent in order to appoint the Agent as

"Applicable Tenancies" means tenancies in England listed in section 9B

"Commission" means 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" means the shared areas of the building in which the Property forms part and which the Owner occupies or uses;

"FFHH Act" means the (Fire Safety) (Human Habitation) Act 2018;

"HHSRS Regulations" means the Health and Safety Rating System Regulations 2005 or (if the Property is in England) the Health and Safety Rating System Regulations 2006;

"Introduction Period" means 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" means the commission (exclusive of VAT (<< >>% plus VAT)) 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 (<< >>% plus VAT) of the Rent Commission) of the Rent Commission of the tenancy agreement);

"Owner" means the person who owns the Property;

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“Property”

Property identified in the Appointment

“Redress Schemes Order”

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

“Renewal Commission”

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

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“Rent”

Rent payable by a tenant of the Property in accordance with the tenancy agreement;

“Rent Collection Commission”

Commissioner inclusive of VAT (<< >>% plus VAT) payable in relation to the Property for the first year of the tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, << >>% plus VAT (<< >>% plus VAT) the Rent due for the whole term of the tenancy agreement);

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“Rent Collection Period”

Period starting when a tenancy agreement commences in relation to the Property and ending when the tenancy agreement terminates;

“Security Deposit”

Security deposit received from a tenant in accordance with the tenancy agreement and in respect of which the tenant reaches of the tenant’s obligations under the tenancy agreement.

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1.1 Any reference in this Agreement to expressions, including in writing, telex, cable, facsimile or electronic means.

References to “writing”, or cognate expressions, shall include any communication effected by e-mail, or any other electronic means.

1.2 Any reference in this Agreement to a statute shall be construed as a reference to that statute or provision as amended, re-enacted or otherwise in force at the relevant time.

References to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or otherwise in force at the relevant time.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

Headings are for convenience only and shall not affect its interpretation.

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2. Appointment of Agent

2.1 The Owner appoints the Agency as its agent in relation to the Property by carrying out the Agency Period.

The Agency shall act as the Owner’s agent in relation to the Property by carrying out the Agency Period.

2.2 Unless otherwise stated in the Agency Period, the Agency shall act for the purposes mentioned in clause 3.

Unless otherwise stated in the Agency Period, the Owner shall not during the Agency Period act as the Owner’s agent for the purposes mentioned in clause 3.

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3. The Agent's Duties

- 3.1 The Agent shall market the Property by advertising 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 advertising materials and add them to its website.
- 3.3 The Agent shall give notice 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 Property is provided with a copy of the EPC
- 3.5 The Agent will be responsible for ensuring that the Property is available and either:
 - 3.5.1 the Property is registered on the National Private Residence Exemptions (NPRES) register; or
 - 3.5.2 a valid exemption certificate is in force.
- 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 1994 (as amended);
 - 3.6.1.2 the Electrical (Safety) Regulations 1994 (for appliances in use from 08 December 2016) and the Electrical Regulations 2016 (for appliances in use from 01 December 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 Property is provided with copies of the latest gas safety reports for fixed electrical wiring and appliances that will occupy the Property; and
 - 3.6.3 comply with the obligations in 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 hazards and the steps that need to be taken; or
 - 3.7.2 recommend that the Owner seek advice from a suitably qualified person.

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3.15.2 carry out "rig
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3.15.3 report the ou

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Security Deposit equivalent to [five
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3.23 The Agent shall pro
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required by the Housing Act 2004.

¹ Security deposits for tenancies in W
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h government the power to introduce

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- 3.24 The Agent shall be responsible for ensuring that the tenancy agreement provided to the tenant is the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England (2021)" (or its successor publication) and (in Wales) the Welsh Government's publication "A Home for All: A Guide for Tenants".
- 3.25 The Agent shall act on behalf of the Owner in accordance with the terms of the Agency Agreement.
- 3.26 If rent is unpaid for a period of 14 days following due date, the Agent shall notify the tenant by making telephone calls, sending arrears letters and/or visiting the Property.
- 3.27 The Agent shall address any complaints or issues raised by the tenant or by other parties relating to the Property.
- 3.28 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's authorised representatives to inspect all such records and accounts (but not exceeding 30 days).
- 3.29 The Agent shall within 5 days of the end of each month during the Agency Period and necessary thereafter send to the Owner a statement of the Rent Collection Period for the Property:
 - 3.29.1 all Rent received;
 - 3.29.2 all expenses incurred;
 - 3.29.3 the Commission payable for that month.
- 3.30 Having sent the statement, the Agent shall retain the Commission for <> days.
- 3.31 If there are insufficient funds to pay the Commission the Agent shall notify the Owner of the sum required.
- 3.32 If:
 - 3.32.1 a tenancy agreement is terminated pursuant to a break clause; or
 - 3.32.2 a tenant vacates the Property at the end of a period for which the Agency Agreement is in force, 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.
- 3.33 The Agent shall make the Property available to the Owner at all reasonable times and shall provide access for the purposes of consultation and advice relating to the Property.
- 3.34 The Agent shall obtain all necessary licences, permits and consents during the Agency Period all necessary or advisable for the performance of its duties under the Agency Agreement and Conditions.
- 3.35 The Agent will comply with any consultation on the charging of fees in relation to the Agency Agreement.
- 3.36 The Agent shall act with due care, diligence and in accordance with sound commercial practice.
- 3.37 Subject as provided in the Agency Agreement and Conditions and to any directions properly given, the Agent shall be

entitled to perform
manner as it may th

Terms and Conditions in such

4. The Owner's Commitmen

4.1 The Owner confirms
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that:

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. In particular the Owner confirms

4.1.1 any consent
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der or superior landlord under the

4.1.2 any consent

's mortgagee; and

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's insurers

has been obtained
signed.

efore any tenancy agreement is

4.2 The Owner shall pr
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4.3 The Owner shall e
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4.4 The Owner unders
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for an engineer to carry out the
(at the cost of the Owner) before

4.5 The Owner unders
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4.5.2 the Owner s
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t-approved organisation (such as
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4.6 The Owner underst
Standards in the

ndlord under The Electrical Safety
(England) Regulations 2020. In

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particular:

- 4.6.1 the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- 4.6.2 the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- 4.6.3 for existing tenancies, the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- 4.6.4 the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- 4.6.5 the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- 4.6.6 if the report identifies any remedial work, the Owner shall 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 arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;

the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;

with the report from a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;

shall supply, or instruct the Agent to supply, a copy of the report to each tenant within 28 days, and if requested by the tenant, within 7 days of request;

copy of the report and give it to the tenant;

the Agent to supply a copy of the report to each tenant before occupation; and 2) a copy of the report to the prospective tenant of a request from the prospective tenant;

if the report identifies any remedial work, the Owner shall 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;

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

- 4.7 The Owner understands that the Property may 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) of F or G the Owner shall ensure that a valid Energy Performance Certificate (EPC) is registered on the National Private Registered Scheme (NPRS).
- 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 ensure that the Property complies with those obligations.
- 4.10 The Owner is aware of the obligations placed on residential landlords by the Health and Safety Rating System (HSRS). The Owner shall take reasonable steps to minimise health and safety risks and shall comply in a timely manner with any notice or orders issued by the local housing authority.
- 4.11 The Owner is aware of the obligations placed on residential landlords by the Fire Safety Act. The Owner shall comply in a timely manner with these obligations. The Owner shall comply with any notice, complaint or proceedings issued by the local housing authority or the courts under the Fire Safety Act.
- 4.12 The Owner understands that the Property may 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).

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).

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Health and Safety Rating System (HSRS). The Owner shall take reasonable steps to minimise health and safety risks and shall comply in a timely manner with any notice or orders issued by the local housing authority.

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landlord under The Smoke and Carbon Monoxide Alarm Regulations 2015. In particular:

- 4.12.1 the Owner shall ensure that the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property of no more than 5 years;
- a) confirm that all necessary smoke and carbon monoxide alarms have been installed at the property; or

ins either:

ent that all necessary smoke and carbon monoxide alarms have been installed at the property; or

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b) instruct the Agent for the necessary alarms to be installed (Owner).

4.12.2 the Owner shall

a) check the Agent for proper working order on the day a new tenancy begins

b) instruct the Agent to carry out such a check (at the cost of the Owner)

4.12.3 the Owner shall give notice relating to any remedial action specified in a remedial order made under The Smoke and Carbon Monoxide Alarm Act 2015.

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

4.13.1 the Commission shall be as set out in the Appointment Form or otherwise agreed between the Owner and the Agent.

4.13.2 any other commission shall be as set out in the Appointment Form or otherwise agreed between the Owner and the Agent.

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

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

4.16 The Owner understands and agrees that under the [Tenant Fees Act 2019] OR [Renting Homes Act 2019] as Landlord and will comply with these conditions.

4.17 The Owner shall remain a UK resident and understand that if the Owner is or becomes a non-UK resident and understands that they may be required to deal with rent in accordance with the Rent Repayment Orders Scheme operated by HM Revenue & Customs.

4.18 Subject to compliance with the obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including legal costs) which the Agent may reasonably incur in defending or settling any claim which it may incur by reason only of it being held out as the Agent.

5. Duration and Termination

5.1 The contract between the Agent and the Owner shall come into force on the date specified in the Introduction Form 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 which the notice period, e.g. "1">> weeks after the end of the first <<e.g. "8 weeks">> of the Introduction Period.

5.3 Upon the termination of the contract between the Agent and the Owner during the Introduction Period the Agent shall continue to act as the Agent.

5.3.1 the Agent shall not be required to advertise or solicit tenants for the Property.

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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);

5.3.3 clause 6 (Renewal or Continuation of Tenancy) 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 not be liable to pay the Owner for compensation for loss of agency or for any similar loss (except unpaid Commission);

5.4 During the Rent Collection Service, the Agent shall give to the other party, in writing, notice, to effect, of the termination of the tenancy <<e.g. "3 months">> of the tenancy.

5.5 Upon the termination of the tenancy, the Agent and the Owner during the Rent Collection Service shall:

5.5.1 the Agent shall not be liable for the Property;

5.5.2 the Rent Collection Service shall cease to be payable;

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

5.5.4 clause 6 (Renewal or Continuation of Tenancy) will continue to apply;

5.5.5 the Agent shall not be liable to pay the Owner for compensation for loss of agency or for any similar loss (except unpaid Commission);

5.6 The rights to terminate the tenancy by this clause 5 shall not prejudice any other right or remedy (if any) or any other breach of the contract.

5.7 If at any time control of the Property is exercised by any person or group of connected persons (as defined in section 940 of the Income and Corporation Taxes Act 1988) other than the Agent, the Agent shall forthwith give written notice to the Owner identifying the person or group of connected persons and the Agent shall be entitled to terminate the contract if the Agent has given notice to the Agent within the period of << >> months written notice from the Agent was given, to

6. Renewal or Continuation

6.1 The Agent shall continue to provide the Rent Collection Service to the tenant before the end of the term of the tenancy agreement unless the parties wish to extend the tenancy by entering into a new tenancy agreement, by holding discussions and the Agent shall facilitate any negotiations.

6.2 If the tenant remains in possession of the Property 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 Rent Collection Service shall continue to be payable (if the contract has not been terminated or varied) until the tenancy is terminated or varied.

6.3 The Renewal Commission shall be payable in place of the Letting Commission.

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6.3.1 in relation to the original tenancy agreement and

the expiry of the original tenancy agreement on that date; and

6.3.2 where the original joint tenants remain in occupation

(the original joint tenants) remains in occupation

7. Complaints and Redress

7.1 In accordance with the Property Redress Scheme for

Order the Agent is a member of a

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

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7.3 A copy of the Agent's complaints procedure may be obtained on request.

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8. Client Money

8.1 In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Be a Member of a Government Approved Client Money Protection Scheme)

Client Money Protection Schemes for Property Agents (Requirement to Be a Member of a Government Approved Client Money Protection Scheme) 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">>].

8.2 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 client money protection scheme may be obtained on request.

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

9. Nature of Agreement

9.1 The contract between the parties is personal to the parties and neither party may assign, sub-charge (otherwise than by floating charge) or sub-licence, or otherwise delegate any of its obligations under the contract without the written consent of the other party.

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9.2 These Terms and Conditions constitute the entire agreement between the parties and may not be modified or varied in writing signed by the duly authorised representative of either party.

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9.3 Each party acknowledges that it enters into the contract, it does not rely on any representation, warranty or other statement made by the other party in these Terms and Conditions and all conditions, warranties or common law are excluded to the fullest extent permitted by law.

9.3 Each party acknowledges that it enters into the contract, it does not rely on any representation, warranty or other statement made by the other party in these Terms and Conditions and all conditions, warranties or common law are excluded to the fullest extent permitted by law.

9.4 No failure or delay in performance of the contract shall be deemed to be a breach of the contract or a waiver of any subsequent breach of the contract or any other provision.

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9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these Terms and Conditions shall remain valid as to the other provisions and the remainder of the contract shall survive.

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10. Notices and Service

10.1 Any notice or other communication authorised by these Terms and Conditions to be given to the Agent shall be given to:

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10.1.1 delivering it

10.1.2 sending it by

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shall be effected by either party by
at its registered or principal office,
d to it by the other party in writing

11. VAT

These Terms and Condition
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m detail the Agent's fees inclusive
changed by the government, it is
liable to pay the new rate of VAT
ardless of whether the Agent has

12. Relationship of the Parties

Nothing in these Terms a
partnership or the relations
Agent.

ate, or be deemed to create, a
mployee between the Owner and the

13. Jurisdiction

These Terms and Condition
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and each party hereby submits to
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