

**BACKGROUND:**

These Terms and Conditions are entered into by <<Name of Agent>> (“Agent”) in connection with the assured shorthold tenancy agreement entered into between the Owner and the Agent pursuant to the contract with the Agent signed on <<Date of Contract>>.

These Terms and Conditions are entered into by <<Name of Agent>> (“Agent”) in connection with the provision of services by <<Name of Agent>> in relation to the letting of a residential property on an assured shorthold tenancy. These Terms and Conditions form the basis of the contract entered into between the Owner and the Agent fully before signing.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

“Agency 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;

“Appointment Form”

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

“Commission”

the Letting Commission (or as the Renewal Commission) which is to be paid to the Agent in advance, subject to the provisions of the Agency Contract, on termination of the agency contract;

“Common Parts”

shared areas of the building in which the Property forms part and which the Owner has no direct interest;

“FFHH Act”

the (Fire and Fire Hazard) 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;

“Letting Commission”

the commission (exclusive of VAT (<< >>% plus VAT) of the Commission) payable on the Property for the first year of the tenancy agreement

“Model Cancellation Form”

the Model Cancellation form attached to the Appointment Form;

“Owner”

the person who owns the Property;

“Property”

the property identified in the Appointment Form;

<b>“Redress Schemes Order”</b>	means the Redress Schemes for Lettings Agency Work (Requirement to Be Compliant with the Redress Schemes (England) Order 2014;
<b>“Renewal Commission”</b>	means the Renewal Commission (the Commission) at the rate of << >>% plus VAT) of the Property for the year commencing on the date of the tenancy agreement (or, if the tenancy agreement has a fixed term, the date of the agreement) inclusive of VAT (<< >>% plus VAT) for the whole term of the tenancy (or, if the tenancy is a replacement tenancy, the whole term of the replacement tenancy);
<b>“Rent”</b>	means the amount payable by the tenant of the Property under the tenancy agreement;
<b>“Security Deposit”</b>	means the amount received from a tenant in respect of the tenancy of the Property in fulfilment of the tenant’s obligations under the tenancy agreement;
<b>“Services”</b>	means the services set out in Clause 5 of this Agreement;
<b>“We/Us/Our”</b>	means the Agent and its all employees, agents, and subcontractors;
<b>“You/Your”</b>	means the customer of the Agent.

- 1.2 Each reference in these Terms and Conditions to an expression, includes electronic communication, whether sent by e-mail, [text message,] or other means.
- 1.3 Each reference to a statute, regulation or provision as amended or otherwise in force at any particular time is a reference to that statute, regulation or provision as in force at that relevant time.
- 1.4 Each reference to “these Terms and Conditions including any amendments” is a reference to these Terms and Conditions including any amendments made to these Terms and Conditions.
- 1.5 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.6 Words signifying the singular include the plural and vice versa.
- 1.7 References to any gender will include the other gender.
- 1.8 References to persons, companies or organisations, unless otherwise requires, include their successors and permitted assigns.

## 2. Information About Us

- 2.1 We are a <<Insert Business Name>> Partnership, LLP, Private Limited Company etc.>>.
- 2.2 [We trade under the name of <<Insert Name>> if Different from Company Name>>.]
- 2.3 [We are registered in <<Country>> with company number <<Company Number>> and are registered with the Financial Conduct Authority (FCA) (as a Limited Ombudsman & Deposit Holding Service).

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- 2.4 [Our Registered Office>>.]
- 2.5 [Our Office Address <<Insert Address if Different from Registered Office>>.]
- 2.6 [Our VAT Number>>.]
- 2.7 [<<Insert VAT Number>> is required>>.]
- 3. **Communications**
  - 3.1 If You have any questions or complaints, You may contact Us by telephone at <<Insert Telephone Number>> or by email at <<Insert Email Address>>.
  - 3.2 In certain circumstances, You must contact Us in writing (as stated in various Clauses of the Terms and Conditions). When contacting Us in writing, You shall use the following methods:
    - 3.2.1 <<Insert Email Address>>; or
    - 3.2.2 Registered post at <<Insert Company Name>>, <<Insert Registered Office Address>>.
  - 3.3 All notices shall be in writing and sent to the most recent address provided by the other party. Notices shall be deemed to have been received:
    - 3.3.1 by electronic transmission, provided a return receipt is received;
    - 3.3.2 by registered mail, or other messenger, upon receipt at the recipient's normal business hours; or
    - 3.3.3 by ordinary mail, on the fifth business day after the date of posting.
- 4. **Appointment of Agent**
  - 4.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties set out in clause 5.
  - 4.2 Unless otherwise stated on the Appointment Form, the Owner shall not during the term of the Agency appoint any other person as the Owner's agent.
- 5. **The Agent's Duties**
  - 5.1 The Agent shall act as the Owner's agent in relation to the Property for letting on an assured shorthold tenancy.
  - 5.2 With the prior written consent of the Owner, and in accordance with the generality of clause 5.1, the Agent shall prepare and submit to the Owner, including a written description, video footage and photographs, details of the Property. Once the details have been approved by the Owner, the Agent shall submit to the Owner, for its use, details of the Property in its printed advertising materials and add them to its website.
  - 5.3 The Agent shall not place a 'Let' board outside the Property unless otherwise instructed by the Owner.
  - 5.4 The Agent shall provide the Owner with advice on the Property's rental value.

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5.5 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

5.5.1 The Agent shall ensure that the EPC is available to the prospective tenant is provided with a copy of the EPC for the Property.

5.6 The Agent shall not market the Property unless a valid EPC is available for the Property.

5.6.1 The EPC must have an energy efficiency rating between A-E (inclusive); or

5.6.2 The EPC must have been registered on the National Property Register (NPR) and remains in force.

5.7 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:

5.7.1 The Agent shall ensure that the following obligations in the Gas Safety (Installation and Use) Regulations 1998; and

5.7.2 The Agent shall ensure that the following obligations in the Electrical Equipment (Safety) Regulations 1994 (for appliances purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and

5.7.3 The Agent shall ensure that the following obligations in the Electrical Safety Standards in the Non-Protected Rented Sector (England) Regulations 2020; and

5.7.4 The Agent shall ensure that the prospective tenant is provided with copies of the latest electrical testing reports for fixed electrical wiring in the Property before they occupy the Property; and

5.7.5 The Agent shall ensure that the 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.

5.8 If it appears to the Agent that there are or may be at the Property any of the "hazardous substances" referred to in the HHSRS Regulations the Agent shall either:

5.8.1 Advise the prospective tenant of the hazards and the steps that need to be taken;

5.8.2 Advise the prospective tenant to seek advice from a suitably qualified person.

5.9 The Agent shall, on behalf of the Owner and at the Owner's cost, arrange for the Property to be inspected for the following:

5.9.1 The hazards specified in HHSRS Regulations;

5.9.2 Any notices or orders issued by the local authority under the HHSRS Regulations.

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5.10 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:

5.10.1 The tenant shall ensure that the state of the Property and/or Common Parts is maintained and repaired to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or

5.10.2 The tenant shall ensure that the Owner seek advice from a suitably qualified person in writing.

5.11 The tenant shall, by the Owner and at the Owner’s cost, arrange for works to be carried out on the Property and/or Common Parts (once all necessary consents and works from any third party have been obtained):

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

5.11.2 To respond to any notice, complaint or reports issued by the tenant in writing in relation to the Property and/or Common Parts;

5.11.3 To respond to any claims or proceedings issued by the tenant under the FFHH Act;

5.11.4 To comply with any order issued by the courts under the FFHH Act.

5.12 The tenant shall, by the Owner and at the Owner’s cost:

5.12.1 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

5.12.2 Ensure that the alarm is in proper working order on the day a new tenancy begins.

5.13 The tenant shall, by the Owner and at the Owner’s cost:

5.13.1 Ensure that a fire risk assessment to be carried out by a suitably qualified person and arrange for the recommendations in the assessment to be complied with;

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

5.13.3 Ensure that fire doors or closers (if required) are repaired or replaced as practicable following an inspection or report from a suitably qualified person.

5.14 The tenant shall, in response to enquiries from potential tenants, arrange and escort viewings and ensure that the tenant is informed of the outcome of all enquiries and viewings.

5.15 The tenant shall ensure that the tenant provides relevant information from potential tenants which will enable the tenant to assess the suitability of the tenant (and any guarantors) and to provide references on any tenant who has indicated a firm intention to enter into a tenancy agreement and shall forward the references to the Owner.

5.16 The tenant shall ensure that sections 20–37 of the Immigration Act 2014 are complied with in the area in which the Property is situated, accept

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the requirements of sections 20–37 of the  
the Owner (who shall also sign a Transfer of  
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used tenant and from any intended adult occupier  
information and documentation required in order to  
checks on them;

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” checks in accordance with all relevant Home  
ce and guidance;

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those checks to the Owner as soon as possible;

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discriminate against any proposed tenants in  
” checks.

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holding deposit agreement if a holding deposit is to  
be approved by the Owner. The Agent shall sign  
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pendent inventory clerk; and

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ry are confirmed by the tenant.

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an assured shorthold tenancy agreement for  
tant and shall obtain the Owner’s approval of the

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tenancy agreement and complete the tenancy  
Owner if the Owner instructs the Agent to do so.  
Completed tenancy agreement to the Owner and

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The Agent  
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the tenant to occupy the Property until the tenant

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a right to rent check;

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reement;

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pared funds the first month’s rent;

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pared funds a Security Deposit equivalent to [five  
weeks’ rent]; and

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nding order form for future payments of rent to

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The Agent  
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Security Deposit in accordance with the relevant  
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The Agent

the tenant within 30 days of the Security Deposit

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

deposits 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  
r capped but the Welsh government has the power to

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- being "relevant information" required by the Housing Act 2004.
- 5.24 The Agent shall provide the Owner with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England (if the Property is in Wales) the Welsh Government's "How to Rent: the checklist for the Private Rented Sector – A Guide for Tenants".
- 5.25 The Agent shall, within 14 days after completion of a tenancy agreement send to the Owner a statement setting out the rent received from the tenant and the Commission. The Agent shall submit an invoice for the Commission to the Owner.
- 5.26 Having provided the invoice to the Owner the Agent shall retain the balance to the Owner within << >> days.
- 5.27 If the Agent is to pay the Commission the Agent shall notify the Owner of the amount payable to the Owner.
- 5.28 If:
  - 5.28.1 the tenancy is terminated pursuant to a break clause; or
  - 5.28.2 the tenancy is terminated before the end of a period for which rent has been paid,
 the Agent shall pay to the Owner a proportionate part of the Commission (or a proportionate part of the Renewal Commission) within << >> days of the termination of the tenancy.
- 5.29 The Agent shall ensure that a sufficient number of staff available to the Owner at all reasonable times during the Agency Period for the purpose of providing advice relating to the Property.
- 5.30 The Agent shall maintain in force during the Agency Period all licences, permits, consents or approvals which are necessary or advisable for the performance of the Agency Period under these Terms and Conditions.
- 5.31 The Agent shall exercise due care and diligence and in accordance with the Agency Period to ensure the suitability of tenants, timely payments, or the 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 Agency Period.
- 5.32 The Agent shall ensure the suitability of tenants, timely payments, or the 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 Agency Period.
- 5.33 The Agent shall not be aware of any personal interest in the Property at the time of the Agency Period of the Estate Agents Act 1979.
- 5.34 Subject to the Terms and Conditions and to any directions which may be given from time to time properly give, the Agent shall be entitled to exercise the powers conferred upon it under these Terms and Conditions in such manner as the Agent may think fit.

**6. The Owner's**

- 6.1 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:
  - 6.1.1 The Property is not subject to a leasehold tenancy or lease from a freeholder or superior landlord under the terms of any lease;

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6.1.2 from the Owner's mortgagee; and  
6.1.3 from the Owner's insurers  
has been obtained before any tenancy agreement is signed

6.2 The Owner must have a valid insurance policy in place for the Property

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

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

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

6.5.1 Before a tenancy commences either:  
- present to the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (less than 12 months old); or  
- present to arrange for an engineer to carry out the remedial work (at the cost of the Owner).

6.5.2 Before the expiry of the previous annual safety check (if the tenant is to remain in occupation after the expiry date),  
- present to the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or  
- present to arrange for an engineer to carry out the remedial work (at the cost of the Owner) before the expiry date.

6.6 The Owner must fulfil their duties as a landlord under the Electrical Equipment (Safety) 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:

6.6.1 Before the tenancy commences, ensure that all electrical equipment provided by the Owner complies with the above regulations; and  
6.6.2 Before the tenancy commences, provide the Agent with a certificate from an electrician issued by a government-approved organisation (such as the Electrical Safety Council) certifying the safety of the electrical installations and appliances at the Property.

6.7 The Owner must fulfil their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:

6.7.1 Before the tenancy commences, arrange, or instruct the Agent to arrange for a qualified person to inspect and test every fixed electrical appliance at intervals of no more than 5 years;  
6.7.2 Before the tenancy commences, provide the Agent with the report from a qualified and

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6.7.3 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;

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

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

tenant within 28 days of a request from the ant;

6.7.6 further investigation or remedial work, the Owner instruct the Agent to carry out (at the cost of the investigation or any remedial work which must be ed and competent person within 28 days of the stated; and

6.7.7 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.

6.8 The (Fire arrar recor Ownr responsibilities under the Regulatory Reform amended. The Owner may instruct the Agent to smment to be carried out, and to arrange for the assessment to be complied with at the cost of the

6.9 The unless shall for an 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).

6.10 If the ensu Exem gy efficiency rating of F or G the Owner shall on has been registered on the National PRS rains in force.

6.11 The C landl comp atutory repairing obligations placed on residential Landlord and Tenant Act 1985. The Owner shall

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

6.13 The C by th shall issue the c atutory obligations placed on residential landlords shall comply with these obligations. The Owner nner with any notice, complaint or proceedings ywner will also comply with any orders issued by t.

6.14 The Carbo Smol partic ir duties as a landlord under The Smoke and (England) Regulations 2015 as amended by The de Alarm (Amendment) Regulations 2022. In

6.14. a tenancy begins either:

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ing to the Agent that all necessary smoke and  
de alarms have been installed at the property; or  
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h alarm is in proper working order on the day a  
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6.14.

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

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

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they are responsible for obtaining any licences  
fore letting the Property and complying with any  
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mission to the Agent in accordance with these  
ript of an invoice.

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

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t they are legally responsible for the Property  
ents.

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will give all instructions to the Agent in writing.

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

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

7. **[Cancellation**

**the Cooling Off Period**

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made on Our Premises, You have a statutory  
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ent) has been made, and it ends at the end of 14  
n which the Agreement was made.

7.2 If Yo  
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reement within the cooling off period, You should  
ear statement (e.g. a letter sent by post or email  
email address specified in these Terms and  
e Model Cancellation Form, but You do not have

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7.3 To meet the deadline, it is sufficient for You to send Your communication to Us by the exercise of the right to cancel before the deadline.

7.4 If You cancel before the deadline, You will receive a full refund of any amount paid to Us in accordance with the Agreement.

7.5 We will refund You the same method used to make the payment, unless otherwise agreed otherwise. In any case, You will not incur any financial charges.

7.6 We will refund You the amount paid to You as a result of a cancellation of Services in any case, within the period of 14 days after the day of the cancellation.

7.7 If the cancellation occurs during the cooling off period, You must make an express request to Us to begin the Services to begin within the 14 calendar day cooling off period. [This request forms a normal part of the ordering process.] By making such a request, You acknowledge and agree to the following:

7.7.1 The cancellation must be completed within the 14 calendar day cooling off period. You will retain the right to cancel once the Services are provided.

7.7.2 You will be liable for the payment after provision of the Services has begun. You must pay for the Services supplied up until the point of cancellation of Your wish to cancel;

7.7.3 The refund will be calculated in proportion to the full price of the Services already provided. Any sums that have been paid for the Services will be refunded subject to the above conditions on this basis; and

7.7.4 The refund will be provided within <<Insert Normal Refund Period>> after more than 14 calendar days after You inform Us of the cancellation.

8. **Duration and Agency Contract**

8.1 The Agency Contract between the Owner and the Agent shall come into force on the date of signing of the Agency Contract Form and shall continue unless terminated in accordance with the terms of the Agency Contract.

8.2 Either the Owner or the Agent may terminate the contract by giving to the other not less than <<insert number of weeks>> weeks written notice, to expire at or any time after the end of the <<insert number of weeks>> "8 weeks">> of the Agency Period.

8.3 Upon termination of the Agency Contract between the Agent and the Owner:

8.3.1 The Agent shall be liable to promote, market, advertise or solicit tenants on behalf of the Owner;

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

8.3.3 The Agency Contract (Continuation of Tenancy) shall continue to apply to a tenancy granted to a tenant introduced by the Agent (but shall not be payable otherwise);

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

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

8.5 If at any time the Agent 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 acquisition, the Agent shall forthwith give written notice to the Owner of the name of the person or group of connected persons and the Owner shall give not less than << >> months written notice to the Agent of the termination of the tenancy after the notice from the Agent was given, to terminate the tenancy.

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9. **Renewal or extension of tenancy**

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

9.2 If the tenancy is not renewed or extended after the expiry of the original tenancy agreement, the Agent's commission shall become payable.

9.3 The Agent's commission shall be payable:

9.3.1 The Agent's commission shall be payable from the expiry of the original tenancy agreement and shall continue to be payable for two years after that date; and

9.3.2 The Agent's commission shall be payable if the tenant (or one of the original joint tenants) remains in occupation of the property.

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10. **Complaints**

10.1 In accordance with the Financial Ombudsman Service Schemes Order the Agent is a member of a complaints handling scheme.

10.2 The name of the complaints handling scheme is [The Property Ombudsman] OR [The Financial Ombudsman Service].

10.3 A copy of the complaints handling procedure may be obtained on request from the Agent.

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11. **Client Money**

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

11.2 The name of the client money protection scheme is [The Agent's client money protection scheme is [The Property Ombudsman] OR [The Financial Ombudsman Service]].

11.3 A copy of the client money protection scheme may be obtained on request from the Agent.

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12. **Nature of A**

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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.

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

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

12.5 If any  
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ms and Conditions is held by any court or other valid or unenforceable in whole or in part, these ontinue to be valid as to the other provisions and provision.

13. **How We Us**

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**ation (Data Protection)**

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

14. **Money Lau**

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Laundering Terrorist Financing and Transfer of (Money Launderer) Regulations 2017, the Money Laundering (Amendment) Regulations 2019, the Proceeds of Crime Act 2000, and the Criminal Finances Act 2017. We rious Crimes Act 2015 and guidance from HM (C).

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

14.3 If sa  
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your identity is not provided within a reasonable time to proceed with the instruction.

14.4 We r  
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close information to relevant authorities without your prior knowledge, or have a reasonable grounds to suspect, that you are involved in money laundering or terrorist financing.

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15. **Consumer Protection and Disclosure of Information**

15.1 Under the Consumer Protection from Unfair Trading Regulations 2008 ("CPUTR") and the Consumer Protection Act 2008 ("CPA"), it is a offence for an Owner or an Agent to make inaccurate or misleading statements, representations, or omissions in relation to a property. Both the Owner and the Agent are aware that all statements, representations, and omissions in relation to the property are factually accurate. This includes all information, including but not limited to, all information shared with potential tenants, including providing false or incomplete information. We accept full legal liability for both parties.

15.2 You agree to provide the following information about the Property;

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

15.2.2 All information regarding matters such as boundaries, unusual features, planning consents, tenancies, the length of tenancies, etc.;

15.2.3 To provide information and assisting Us to the best of your knowledge.

15.2.4 To notify Us immediately of any changes to the information provided.

15.2.5 To notify Us immediately if there is an inaccuracy or misleading information in our sales particulars, adverts etc.

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

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

16. **Relationship**

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the Owner and the Agent.

17. **VAT**

These Terms and Conditions of Use, together with the Appointment Form detail the Agent's fees inclusive of VAT and any applicable VAT. If the rate of VAT is changed by the government, it is agreed between the Owner and the Agent that the Owner will be liable to pay the new rate of VAT chargeable regardless of whether the Agent has notified the Owner.

18. **Other Implications**

18.1 We reserve the right to assign our obligations and rights under the Agreement to a third party, for example, if We sell Our business). If this

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19. **Information**

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writing. Your rights under the Agreement will not  
ns under the Agreement will be transferred to the  
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sign) Your obligations and rights under the  
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ou and Us. It is not intended to benefit any other  
ay and no such person or party will be entitled to  
greement.

ment is held by any competent authority to be  
hole or in part, the validity of the other provisions  
remainder of the provision in question will not be

You in exercising any rights under the Agreement  
waived that right, and no waiver by Us or You of a  
e Agreement means that We or You will waive  
same or any other provision.

property-related services including <<Insert list  
ment advice, insurance, surveying, conveyancing

s and the relationship between You and Us  
rwise) shall be governed by, and construed in  
England & Wales] [Northern Ireland] [Scotland].

enefit from any mandatory provisions of the law in  
othing in sub-Clause 19.1 above takes away or  
umer to rely on those provisions.

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