RESIDENTIAL LET (LETTING

BACKGROUND:

These Terms and Conditions a <<Name of Agent>> ("Agent") in assured shorthold tenancy agree Owner's contract with the Agent so

- 1. Definitions and Interpreta
 - In these Terms an following expression
 - "Agency Period"
 - "Appointment Form"
 - "Commission"
 - "Common Parts"
 - "FFHH Act"
 - "HHSRS Regulations"
 - "Letting Commission"

- "Model Cancellation For
- "Owner"
- "Property"



AND CONDITIONS SERVICE)

for the provision of services by ng of a residential property on an Conditions form the basis of the ully before signing.

e context otherwise requires, the anings:

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

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

e Letting Commission (or as the newal Commission) which is to be nce, subject to the provisions ination of the agency 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;

sive of VAT (<< >>% plus VAT) of on to the Property for the first reement

nent has a fixed term of less than sive of VAT (<< >>% plus VAT) of whole term of the tenancy

hcellation form attached to the

the Property;

identified in the Appointment



"Redress Schemes Order" mea

Worl

"Renewal Commission"

mea the F com if the of le plus repla

[<<d

"Rent"

mea unde

"Security Deposit"

mea

resp in th

"Services"

mea Agre

"We/Us/Our"

mea and

"You/Your"

mea

- 1.2 Each reference in these Te expression, includes electro message,] or other means.
- 1.3 Each reference to a statute statute or provision as amer
- 1.4 Each reference to "these Te and Conditions including an
- 1.5 The headings used in these and do not affect the interpre
- 1.6 Words signifying the singula
- 1.7 References to any gender w
- 1.8 References to persons, u corporations.

2. Information About Us

- We are a << Insert Business Limited Company etc.>>.
- 2.2 [We trade under the name Name>>.]
- 2.3 [We are registered in <<Co

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

AT (<< >>% plus VAT)of Property for the year a tenancy agreement (or, preement has a fixed term nclusive of VAT (<< >>% the whole term of the ent);

tenant of the Property

eived from a tenant in of the tenant's obligations

set out in Clause 5 of this

s all employees, agents,

jent;

customer of the Agent.

"writing", and any similar ether sent by e-mail, [text

Ite is a reference to that relevant time.

reference to these Terms

are for convenience only d Conditions.

plural and vice versa.

ler.

erwise requires, include

Partnership, LLP, Private

f Different from Company

nder number <<Company

& Deposit Holding Service).

Regis 2.4 **[**Our 2.5 **[**Our Office 2.6 **[**Our 2.7 [<<In 3. Communication 3.1 If You telep 3.2 In ce Claus writin 3.2.1 3.2.2 3.3 All nd posta to ha 3.3.1 3.3.2 3.3.3 4. Appointme 4.1 The by ca 4.2 Unles the A 5. The Agent's 5.1 The tenar 5.2 Withd partic photo Agen its we 5.3 The instru 5.4 The A

© Simply-Docs - PROP.ES

Registered Office>>.1

<<Insert Address if Different from Registered te>>.1

VAT Number>>.]

s required>>.]

questions or complaints, You may contact Us by >> or by email at <<Insert Email Address>>.

must contact Us in writing (as stated in various erms and Conditions). When contacting Us in ving methods:

<<Insert Email Address>>; or

d post at <<Insert Company Name>>, <<Insert

ent shall be in writing and sent to the most recent ded by the other party. Notices shall be deemed

on transmission, provided a return receipt is

r, registered mail, or other messenger, upon ient's normal business hours; or

tional ordinary mail, on the fifth business day

nt to act as their agent in relation to the Property rred to in clause 5.

e Appointment Form, the Owner shall not during v other person as the Owner's agent.

Property for letting on an assured shorthold

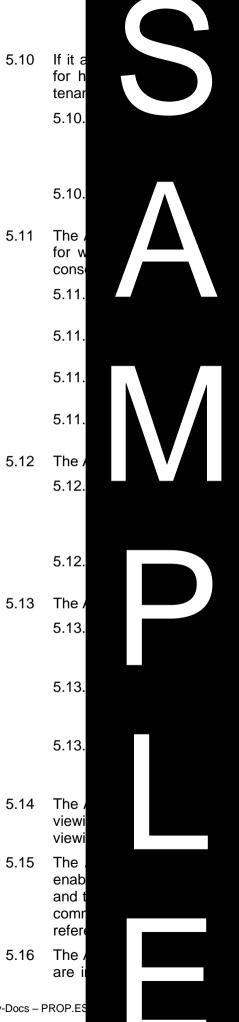
nerality of clause 5.1, the Agent shall prepare cluding a written description, video footage and articulars have been approved by the Owner, the s printed advertising materials and add them to

let' board outside the Property unless otherwise

er advice on the Property's rental value.

y Terms and Conditions (Letting & Deposit Holding Service).

5.5	The /		
	5.5.1		wner and at the Owner's cost, arrange for an Certificate (EPC) to be prepared for the Property
	5.5.2		ective tenant is provided with a copy of the EPC Property.
5.6	The availa		p market the Property unless a valid EPC is
	5.6.1		ergy efficiency rating between A-E (inclusive); or
	5.6.2		has been registered on the National PRS nd remains in force.
5.7	The /		
	5.7.1		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
		V	Equipment (Safety) Regulations 1994 (for rchased before 08 December 2016) and the oment (Safety) Regulations 2016 (for appliances or after 08 December 2016); and
			ligations in the Electrical Safety Standards in the Sector (England) Regulations 2020; and
	5.7.2		ective tenant is provided with copies of the latest electrical testing reports for fixed electrical wiring pefore they occupy the Property; and
	5.7.3		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 and;
	5.7.4		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.
5.8	If it a "haza		t there are or may be at the Property any of the SRS Regulations the Agent shall either:
	5.8.1		ne hazards and the steps that need to be taken;
	5.8.2		Owner seek advice from a suitably qualified
5.9	The <i>i</i> for w		by the Owner and at the Owner's cost, arrange e Property:
	5.9.1		e hazards specified in HHSRS Regulations;
	5.9.2		e or order issued by the local authority under the
ly-Docs – PROP.ES			v Terms and Conditions (Letting & Deposit Holding Service). 4



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

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:

ims 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 arrange for the recommendations in the plied with:

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 er 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

y Terms and Conditions (Letting & Deposit Holding Service).

liabili Immi Liabil 5.16. 5.16. 5.16. 5.16. 5.17 The . be co the h the A 5.18 The for: 5.18. 5.18. 5.19 The signa draft 5.20 The agree The tenar 5.21 The has: 5.21. 5.21. 5.21. 5.21. 5.21. 5.22 The provi 5.23 The ¹ In respect of proper

the requirements of sections 20-37 of the the Owner (who shall also sign a Transfer of ticular:

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

t" checks in accordance with all relevant Home e 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 ht on behalf of the Owner if the Owner instructs

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

operty [(to include a photographic schedule)] to ependent inventory clerk; and

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

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

enancy agreement and complete the tenancy wner if the Owner instructs the Agent to do so. mpleted tenancy agreement to the Owner and

e tenant to occupy the Property until the tenant

a right to rent check;

reement;

ared funds the first month's rent;

eared funds a Security Deposit equivalent to Ifive veeks' rent1; and

nding order form for future payments of rent to

ecurity Deposit in accordance with the relevant 2004.

e tenant within 30 days of the Security Deposit

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

Tenant Fees Act 201 £50,000 or capped at deposits for tenancies introduce caps in the

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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 Property is in Wales) the Welsh Government's vate Rented Sector – A Guide for Tenants".

days after completion of a tenancy agreement ent setting out the rent received from the tenant to the Agent and shall submit an invoice for the

d the invoice to the Owner the Agent shall retain balance to the Owner within << >> days.

to 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,

Owner a proportionate part of the Commission Renewal Commission) within << >> days of the

ember of staff available to the Owner at all easonable notice during the Agency Period for advice relating to the Property.

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.

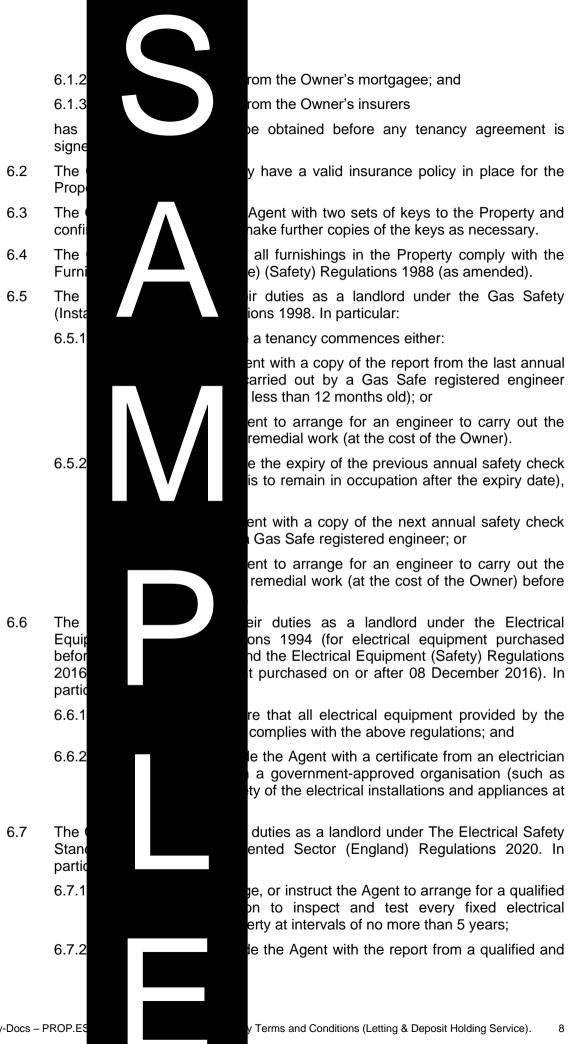
e Terms and Conditions and to any directions time to time properly give, the Agent shall be s under these Terms and Conditions in such

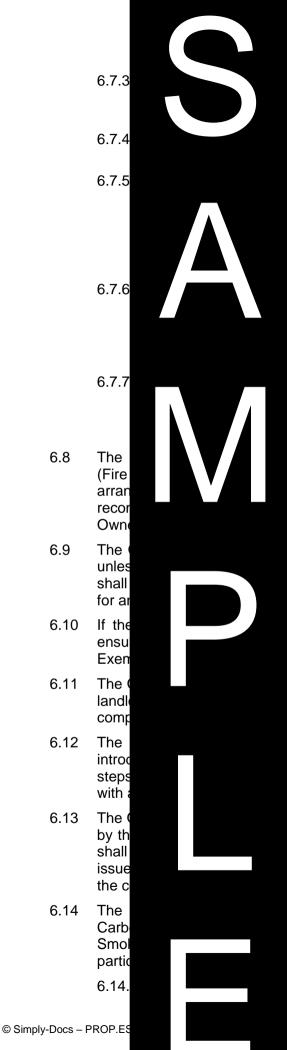
6. The Owner'

- 6.1 The (to let that:
 - 6.1.1

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 ease;





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

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 mended. The Owner may instruct the Agent to ment 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 by the local authority.

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

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

a tenancy begins either:

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[Cancellation

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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 gland) Regulations 2015 as amended by The pnoxide Alarm (Amendment) Regulations 2022.

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

nmission to the Agent in accordance with these pipt of an invoice.

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

t they are legally responsible for the Property ents.

will give all instructions to the Agent in writing.

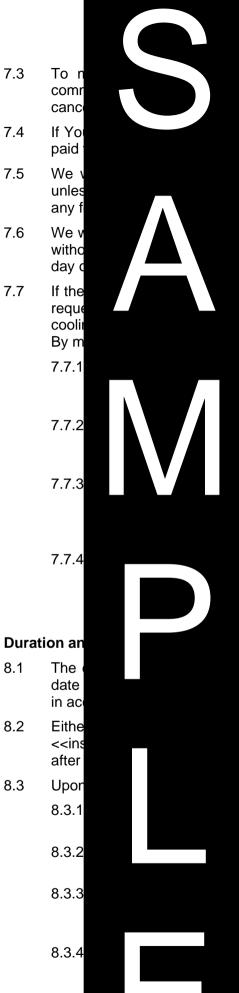
r obligations under the [Tenant Fees Act 2019] etc.) (Wales) Act 2019] as Landlord and will

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

e Cooling Off Period

made on Our Premises, You have a statutory. This period begins once the contract between int) has been made, and it ends at the end of 14 n which the Agreement was made.

eement 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 Model Cancellation Form, but You do not have



eadline, it is sufficient for You to send Your he exercise of the right to cancel before the

ncel You will receive a full refund of any amount e Agreement.

the same method used to make the payment, greed otherwise. In any case, You will not incur and.

e to You as a result of a cancellation of Services any case, within the period of 14 days after the of the cancellation.

e cooling off period, You must make an express Services to begin within the 14 calendar day est forms a normal part of the ordering process.] u acknowledge and agree to the following:

mpleted within the 14 calendar day cooling off the right to cancel once the Services are

ement after provision of the Services has begun pay for the Services supplied up until the point of Your wish to cancel:

e calculated in proportion to the full price of the all Services already provided. Any sums that have or the Services will be refunded subject to on this basis; and

efund within <<Insert Normal Refund Period>> ter than 14 calendar days after You inform Us of

cy Contract

ner and the Agent shall come into force on the nent Form and shall continue unless terminated.

ne contract by giving to the other not less than ">> weeks written notice, to expire at or any time . "8 weeks">> of the Agency Period.

intract between the Agent and the Owner:

to promote, market, advertise or solicit tenants

be payable if a tenancy is granted to a tenant of the first tenant of the 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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8.4 The any cany)

8.5 If at a Taxe perso at the to the to the termi

9. Renewal or

- 9.1 The A of the tenar agree nego
- 9.2 If the agree
- 9.3 The I
 - 9.3.1
 - 9.3.2

10. Complaints

- 10.1 In ac redre
- 10.2 The The
- 10.3 A co

11. Client Mone

- 11.1 In ac (Req mem
- 11.2 The [<<in
- 11.3 A cop sche

Intract given by this Clause 8 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 n 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 ays after the notice from the Agent was given, to

Ċν

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

upation after the expiry of the original tenancy mission shall become payable.

bayable:

od 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 the complaints.

ress scheme is [The Property Ombudsman] **OR** he].

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">>].

ite of membership of the client money protection equest.

12. Nature of A

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- 12.2 Thes entire not be authorized.
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13. How We Us

We will only e.g. Privacy

14. Money Laur

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- 14.3 If sat timef
- 14.4 We reprior that y

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 as 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 provision.

ation (Data Protection)

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

Laundering Terrorist Financing and Transfer of ayer) Regulations 2017, the Money Laundering lendment) Regulations 2019, the Proceeds of h Act 2000, and the Criminal Finances Act 2017. ious Crimes Act 2015 and guidance from HMC).

ify the beneficial owner of a property, whether it, trust, or estate. We may request and retain ion for this purpose and conduct electronices. We reserve the right to request any additional ply with legislation.

our identity is not provided within a reasonable to proceed with the instruction.

lose information to relevant authorities without now, or have a reasonable grounds to suspect, y laundering or terrorist financing.

15. **Consumer**

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16. Relationshi

Nothing in a partnership of Agent.

17. **VAT**

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

18. Other Impo

18.1 We n

re of Information

ection from Unfair Trading Regulations 2008 ce for an Owner an Agent to make inaccurate or a property. Both the Owner and the Agent are that all statements, representations, and e property are factually accurate. This includes otions, and any information shared with potential tions, including providing false or incomplete nal liability for both parties.

rmation about the Property;

al information that might affect a prospective ent the Property. This includes details of any restrictions, rights or easements, flood risk, planning restrictions or development proposals, and adaptions, coal or mining risks.

garding matters such as boundaries, unusual s, planning consents, tenancies, the length of , etc.;

mation and assisting Us to the best of your

ely of any changes to the information provided

ately if there is an inaccuracy or misleading in our sales particulars, adverts etc.

greed, we will rely upon all information provided

ee to indemnify Us and keep Us indemnified costs, and expenses (including legal fees) arising by You.

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

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

obligations and rights under the Agreement to a , for example, if We sell Our business). If this

y Terms and Conditions (Letting & Deposit Holding Service).

occui be af third

- 18.2 You Agree
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- 18.5 No fa mear bread any s

19. Information

19.1 [The e.g. r etc.>

20. Law and Ju

- 20.1 Thes (whe acco
- 20.2 As a Your reduce
- 20.3 Any of to the and the control of the control o

writing. Your rights under the Agreement will not as under the Agreement will be transferred to the und by them.

sign) Your obligations and rights under the ss written permission (such permission not to be

bu 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 lole or in part, the validity of the other provisions mainder of the provision in question will not be

ou in exercising any rights under the Agreement raived 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 hent advice, insurance, surveying, conveyancing

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

efit 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

