

RESIDENTIAL LETTING AGENCY TERMS AND CONDITIONS
(Letting Only)

These Terms and Conditions apply to secure the letting of a residential property. These Terms and Conditions form the basis of the letting agreement. Please read them carefully before signing the Appointment Form.

The Agent (>> “Agent”) is appointed to let the Property on a shorthold tenancy. The Terms and Conditions apply to the Agent so please read them carefully before signing the Appointment Form.

1. Definitions

“Agency Period”

Starting on the date this contract is signed and ending when a tenancy is let in relation to the Property;

“Appointment Form”

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

“Commission”

The Letting Commission (or as the Renewal Commission) which is to be paid to the Agent, 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 uses for its own use;

“FFHH Act”

Human Habitation) Act 2018;

“HHSRS Regulations”

Health and Safety Rating System Regulations 2005 or (if the Property is in a building with a Health and Safety Rating System 2006);

“Letting Commission”

Percentage of VAT (<< >>% plus VAT) of the Rent payable on the Property for the first year of the tenancy agreement (or, if the tenancy agreement is for a term of less than a year, << >>% plus VAT) of the Rent payable on the Property for the term of the tenancy agreement);

“Owner”

The person who owns the Property;

“Property”

The property identified in the Appointment Form;

“Redress Schemes Order”

The Redress Schemes for Lettings Agency Management Work (Requirement for Redress) Order (England) Order 2014;



“Renewal Commission” means the percentage of the Rent payable by the tenant for the year commencing on the date of the termination of the tenancy agreement (or, if the tenancy agreement has a fixed term, the year ending on the date of termination) inclusive of VAT (<< >>% plus VAT) of the Rent payable by the tenant for the whole term of the tenancy agreement (or, if the tenancy agreement has a fixed term, the year ending on the date of termination) plus the cost of any replacement of the Property;

“Rent” means the amount payable by the tenant of the Property under the tenancy agreement;

“Security Deposit” means the amount received from a tenant in respect of the performance of the tenant’s obligations in the tenancy agreement;

- 1.1 Any reference in these Terms to “writing”, or cognate expressions, includes a reference to communication effected by e-mail, telex, cable, facsimile transmission or any other means of electronic communication;
- 1.2 Any reference in these Terms to a statute shall be construed to include any statute or provision of a statute or provision of a statute or provision as amended, re-enacted or extended;
- 1.3 The headings in this document are for convenience only and shall not affect its interpretation.

2. Appointment of Agent

- 2.1 The Owner appoints the Agent in relation to the Property by carrying out the duties referred to in clause 3.1.
- 2.2 Unless otherwise stated in the tenancy agreement, the Owner shall not during the Agency Period appoint any other person as the Owner’s agent for the purposes mentioned in clause 2.1.

3. The Agent’s Duties

- 3.1 The Agent shall market the Property on an assured shorthold tenancy at a market rent.
- 3.2 Without prejudice to the general duties of the Agent, the Agent shall prepare particulars of the Property, including photographs and, once the Agent shall include them in its website. The Agent shall otherwise instructed by the Owner.
- 3.3 The Agent shall give the Owner written 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 to be prepared for the Property prior to marketing; and
 - 3.4.2 ensure that the prospective tenants are provided with a copy of the EPC before they occupy the Property.
- 3.5 The Agent will be unable to market the Property unless a valid EPC is available.

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3.5.1 The Energy efficiency rating between A-E (inclusive); or

3.5.2 The Property has been registered on the National PRS and remains in force.

3.6 The Agent

3.6.1 The Agent and at the Owner's cost, arrange for gas and electrical tests to be carried out before a tenancy commences:

3.6.1.1 Obligations in the Gas Safety (Installation and Use) Regulations 1998; and

3.6.1.2 Obligations in the Electrical Equipment (Safety) Regulations 1994 (for equipment purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and

3.6.1.3 Obligations in the Electrical Safety Standards in the Non-Domestic Sector (England) Regulations 2020; and

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

3.6.3 The Agent's continuing obligations in the Electrical Safety Standards in the Non-Domestic Sector (England) Regulations 2020 as set out in clause 3.6.1.3 (and at the cost of the Owner) as set out in clause 3.6.1.3.

3.6.4 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.

3.7 If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in HHSRS Regulations the Agent shall either:

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

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

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

3.8.1 To address the hazards specified in HHSRS Regulations;

3.8.2 To address any notice or order issued by the local authority under the HHSRS Regulations.

3.9 If it appears to the Agent 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, the Agent shall:

3.9.1 Advise the prospective tenant of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property in a state that is fit for human habitation as defined in the FFHH Act; or

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- 3.9.2 Owner seek advice from a suitably qualified
- 3.10 The Owner shall, by the Owner and at the Owner's cost, arrange for works to be carried out at the Property and/or Common Parts (once all necessary consents and permits from any third party have been obtained):
 - 3.10.1 to keep the Property and/or Common Parts in a state of good repair and maintenance in accordance with the FFHH Act;
 - 3.10.2 to investigate, and respond to, any damage, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;
 - 3.10.3 to defend any claims or proceedings issued by the tenant under the FFHH Act;
 - 3.10.4 to comply with any order issued by the courts under the FFHH Act.
- 3.11 The Owner shall, by the Owner and at the Owner's cost:
 - 3.11.1 ensure the installation of any smoke and carbon monoxide alarms in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended by The Smoke and Carbon Monoxide Alarm (England) Regulations 2022); and
 - 3.11.2 ensure that any alarm which is in proper working order on the day a new tenancy begins.
- 3.12 The Owner shall, by the Owner and at the Owner's cost:
 - 3.12.1 ensure that a fire risk assessment to be carried out by a suitably qualified person and for all recommendations to be complied with;
 - 3.12.2 ensure that fire doors and closers at the Property are in good working order when a new tenancy begins.
- 3.13 The Owner shall, by the Owner and at the Owner's cost, in relation to enquiries from potential tenants, arrange and escort viewings and ensure that the Owner is informed of the outcome of all enquiries and viewings.
- 3.14 The Owner shall, by the Owner and at the Owner's cost, ensure that the Owner provides relevant information from potential tenants which will enable the Owner 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 relevant authority.
- 3.15 The Owner shall, by the Owner and at the Owner's cost, ensure that the Owner complies with that sections 20–37 of the Immigration Act 2014 in relation to the area in which the Property is situated, accept for the avoidance of doubt, the requirements of sections 20–37 of the Immigration Act 2014 and shall in particular:
 - 3.15.1 ensure that the Owner obtains information from any intended adult occupier of the Property and from any intended adult occupier of the Property and ensure that the Owner obtains information and documentation required in order to carry out the necessary checks on them;
 - 3.15.2 ensure that the Owner carries out "right to rent" checks in accordance with all relevant Home Office guidance and guidance;
 - 3.15.3 ensure that the Owner provides those checks to the Owner as soon as possible;

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3.15. The Agent shall not discriminate against any proposed tenants in "no rent" checks.

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

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

3.17.1 The Property to be prepared by an independent surveyor (to include a photographic schedule of condition)]; and

3.17.2 The Agent to conduct a "check-in" with the tenant whereby the Property are confirmed by the tenant.

3.18 The Agent shall prepare an assured shorthold tenancy agreement for the tenant and shall obtain the Owner's approval of the draft tenancy agreement.

3.19 The Agent shall sign the tenancy agreement and complete the tenancy agreement on behalf of the Owner if the Owner instructs the Agent to do so. The Agent shall submit the completed tenancy agreement to the Owner and the tenant shall sign the tenancy agreement.

3.20 The Agent shall ensure the tenant to occupy the Property until the tenant has signed the tenancy agreement;

3.20.1 The tenant has paid the agreed rent;

3.20.2 The tenant has prepared funds the first month's rent;

3.20.3 The tenant has prepared funds a Security Deposit equivalent to [five weeks' rent]; and

3.20.4 The tenant has provided a standing order form for future payments of rent to the Agent.

3.21 [The Agent shall provide the tenant immediately after completion of the tenancy agreement with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for landlords and tenants" or (if the Property is in Wales) the Welsh Government's "How to Rent: A Guide for Tenants in the Private Rented Sector – A Guide for Tenants".]

3.22 The Agent shall transfer the Security Deposit to the Owner within << >> days of completion of the tenancy agreement.

3.23 The Agent shall, within << >> days after completion of a tenancy agreement send the tenant a statement setting out the rent received from the tenant and the amount of the Security Deposit to the Agent and shall submit an invoice for the Security Deposit to the Owner.

3.24 Having received the invoice to the Owner the Agent shall retain the Security Deposit and shall transfer the balance to the Owner within << >> days.

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

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3.25 If the Owner is to pay the Commission the Agent shall notify the Owner from the Owner.

3.26 If:
3.26.1 the tenancy is terminated pursuant to a break clause; or
3.26.2 the tenancy ends at the end of the term of the Property before the end of a period for which rent has been paid

the Agent shall pay the Owner a proportionate part of the Commission (or a Renewal Commission) within << >> days of the termination of the tenancy.

3.27 The Agent shall ensure that a sufficient number of staff available to the Owner at all reasonable notice during the Agency Period for the purpose of providing assistance and advice relating to the Property.

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

3.29 The Agent shall exercise due care and diligence and in accordance with the provisions of the Act.

3.30 The Agent shall ensure the suitability of tenants, timely payments, or the continuation of the tenancy and is not liable to the Owner in respect of any disputes between the Owner and tenant during the term of the tenancy.

3.31 The Agent shall not be aware of any personal interest in the Property which is prohibited by the Act of the Estate Agents Act 1979.

3.32 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 under these Terms and Conditions in such a manner as to best promote the interests of the Owner.

4. The Owner's Property

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

4.1.1 the Property is not subject to a lease from a freeholder or superior landlord under the provisions of the Act;

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

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

and that all necessary consents have been obtained before any tenancy agreement is signed.

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

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

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

4.5 The Agent shall ensure that the Owner fulfils their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:

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- 4.5.1 The Agent shall, before a tenancy commences either:
 (a) present to each tenant 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
 (b) present to each tenant to arrange for an engineer to carry out the remedial work (at the cost of the Owner).
- 4.5.2 The Agent shall, before the expiry of the previous annual safety check (or, if the tenant is to remain in occupation after the expiry date),
 (a) present to each tenant with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
 (b) present to each tenant to arrange for an engineer to carry out the remedial work (at the cost of the Owner) before the expiry date.
- 4.6 The Agent shall, in addition to 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, the Agent shall:
- 4.6.1 ensure that all electrical equipment provided by the Owner complies with the Regulations; and
- 4.6.2 provide the Agent with a certificate from an electrician registered with a government-approved organisation (such as the Electrical Contractors Association) of the safety of the electrical installations and appliances at the property.
- 4.7 The Agent shall, in addition to their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular, the Agent shall:
- 4.7.1 ensure that the Agent, 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;
- 4.7.2 provide the Agent with the report from a qualified and registered person;
- 4.7.3 ensure that the Owner shall supply, or instruct the Agent to supply, a copy of the report to each tenant within 28 days, and if the property is managed by a housing authority, within 7 days of request;
- 4.7.4 ensure that the Owner shall keep a copy of the report and give it to the Agent at the next inspection;
- 4.7.5 ensure that the Owner, or instruct the Agent to supply a copy of the report to each tenant before occupation; and
- 4.7.6 ensure that if the Owner requires further investigation or remedial work, the Owner shall instruct the Agent to carry out (at the cost of the Owner) the investigation or any remedial work which must be carried out.

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...ed and competent person within 28 days of the ... stated; and

4.7.7 ... 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.

4.8 The ... ir responsibilities under the Regulatory Reform ... (Fire ... amended. The Owner may instruct the Agent to ... arran ... sment to be carried out, and to arrange for the ... recor ... ssessment to be complied with at the cost of the ... Own ...

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4.9 The ... the Agent will be unable to market the Property ... unless ... nance Certificate (EPC) is available. The Owner ... shall ... with a valid EPC or instruct the Agent to arrange ... for an ... the Property (at the cost of the Owner).

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

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

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

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

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4.14 The ... ir duties as a landlord under The Smoke and ... Carb ... (England) Regulations 2015 as amended by The ... Smo ... de Alarm (Amendment) Regulations 2022. In ... partic ...

4.14. ... e a tenancy begins either:
... ng to the Agent that all necessary smoke and ... de alarms have been installed at the property; or
... ment to arrange for the necessary alarms to be ... cost of the Owner).

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4.14. ... n alarm is in proper working order on the day a ... begins; or

... ment to conduct such a check (at the cost of the ...

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

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

4.15 The ... they are responsible for obtaining any licences which ... before letting the Property and complying with the conditions ... times.

4.16 The ... Security Deposit in accordance with the relevant provisions of the Housing Act 2004 and shall provide to the tenant within 30 days ... of the deposit being received by the Agent the "prescribed form" under the Housing Act 2004.

4.17 The ... Commission to the Agent in accordance with these Terms ... receipt of an invoice.

4.18 The ... Commission that is overdue by <<insert grace period>> ... at the rate of << e.g. 2>> per cent above the base rate of the Bank of England Bank plc from the due date until the date of payment.

4.19 The ... that they are legally responsible for the Property and its contents.

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

4.21 The ... obligations under the [Tenant Fees Act 2019] OR [Tenant Fees Act 2019] (Wales) Act 2019] as Landlord and will comply with the same.

4.22 Subject to the provisions of these Terms and Conditions, the Tenant shall indemnify the Agent with its obligations under these Terms and Conditions and shall indemnify the Agent against any liability (including costs and expenses which the Agent may reasonably incur in connection with proceedings) which it may incur by reason only of it being the Agent.

5. **Duration and Agency Contract**

5.1 The ... Owner and the Agent shall come into force on the date of the Agency Contract Form and shall continue until terminated, subject to the provisions of these Terms and Conditions.

5.2 Either ... the contract by giving to the other not less than <<insert number>> weeks written notice, to expire at or any time after the expiry of <<insert number>> "8 weeks">> of the Agency Period.

5.3 Upon ... contract between the Agent and the Owner:

5.3.1 ... to promote, market, advertise or solicit tenants

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

5.3.3 ... Continuation of Tenancy) shall continue to apply to a tenancy introduced by the Agent (but shall not be payable otherwise);

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

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

5.5 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 person or group of connected persons and the Owner of the acquisition. The Agent shall give not less than << >> months written notice to the Agent after the notice from the Agent was given, to terminate the Agency

6. Renewal or extension of tenancy

6.1 The Agent shall facilitate any negotiations between 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

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

6.3 The Agent's commission shall be payable:

6.3.1 on the first day of the tenancy period starting on the expiry of the original tenancy agreement and continuing for two years after that date; and

6.3.2 if the tenant (or one of the original joint tenants) remains in occupation of the property.

7. Complaints

7.1 In accordance with the Financial Conduct Authority's Complaints Handling Schemes Order the Agent is a member of a complaints handling scheme with complaints.

7.2 The name of the complaints handling scheme is [The Property Ombudsman] [The Property Ombudsman Ltd].

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

8. Client Money

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

8.2 The name of the Agent's client money protection scheme is ["The Agent's client money protection scheme" <>].

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

9. Nature of Agency

9.1 The Agency between the Owner and the Agent is personal to the parties and shall not be binding on any mortgage or charge (otherwise than by floating charge) created by the Agent in its rights hereunder, or sub-contract or otherwise entered into by the Agent in pursuance of its powers hereunder, except with the written consent of the Owner.

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9.2 These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be varied by any instrument in writing signed by the duly authorised representatives of the parties.

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9.3 Each party, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Terms and Conditions or the Appointment Form, and all conditions, warranties and obligations implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 No failure to exercise a right or remedy by a party in exercising any of its rights under the contract shall constitute a waiver of that right, and no waiver by either party of any provision of the contract shall be deemed to be a waiver of any other provision of the same or any other provision.

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

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10. Notices and communications

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

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to the other party

10.2 Any notice or communication given by post in the manner provided by clause 10.1.1 shall be deemed to have been duly given to the sender as undelivered shall be deemed to have been given >> day after the envelope containing it was so posted. If the envelope containing any such notice or information was not properly addressed, prepaid, registered and posted, and that it has not been received by the other party, shall be sufficient evidence that the notice or communication was not given.

10.3 Any notice or communication given by e-mail, telex, cable, facsimile transmission or other electronic communication shall be deemed to have been duly given to the other party at the address given in clause 10.4, provided that a confirming copy of it is sent to the other party at the address given in clause 10.4 by registered post or by other means of secure transmission.

10.4 Service of any notice or communication for the purposes of any legal proceedings arising out of or in connection with the contract shall be effected by either party by registered post to the other party at its registered or principal office, or to its last known address, or may be notified to it by the other party in writing.

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11. **Anti-Money Laundering**

The Agent shall only accept instructions that are satisfactory and the Agent may be prohibited from acting in accordance with the instructions if the Agent is not satisfied that the instructions are in accordance with the law.

11. Anti-Money Laundering

The Agent shall identify and verify the identity of the Owner. If the information required for identification cannot be provided or verified, the Agent may refuse to act on behalf of the Owner's agent and performing its duties in accordance with the agreement.

12. **Data Protection**

12.1 The Agent shall hold personal data on behalf of the Owner (and the Owner's agent) in compliance with the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations 2003 as amended.

Personal data will be collected, processed, and stored in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("the UK GDPR"); the Data Protection Act 2018 (and any amendments thereto); and the Privacy and Electronic Communications Regulations 2003 as amended.

12.2 For details of the personal data that the Agent collects, processes, stores, and retains on behalf of the Owner (not limited to, the purpose(s) for which personal data is collected, the data sources or bases for using it, details of the Owner's rights in relation to the data, and personal data sharing (where applicable)), please refer to the Privacy Notice [available from <<insert location>>] OR [available from <<insert location>>].

For details of the personal data that the Agent collects, processes, stores, and retains on behalf of the Owner (not limited to, the purpose(s) for which personal data is collected, the data sources or bases for using it, details of the Owner's rights in relation to the data, and personal data sharing (where applicable)), please refer to the Privacy Notice [available from <<insert location>>] OR [available from <<insert location>>].

13. **VAT**

These Terms and Conditions of VAT and any applicable VAT regulations agreed between the Agent and the Owner from the date of the appointment notified the Owner.

The appointment Form detail the Agent's fees inclusive of VAT. If the rate of VAT is changed by the government, it is the Owner's responsibility to pay the new rate of VAT chargeable regardless of whether the Agent has been notified of the change.

14. **Relationship**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or joint venture between the Agent and the Owner.

These Terms and Conditions shall create, or be deemed to create, a partnership or joint venture between the Owner and the Agent.

15. **Jurisdiction**

These Terms and Conditions shall be governed and construed in all respects in accordance with the law of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

These Terms and Conditions shall be governed and construed in all respects in accordance with the law of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

[ANNEX – Agent's

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