RESIDENTIAL LET

AND CONDITIONS

These Terms and Conditions app secure the letting of a residential Conditions form the basis of the carefully before signing the Appoir ent>> ("Agent") is appointed to horthold tenancy. The Terms and the Agent so please read them

1. **Definitions**

"Agency Period"

"Appointment Form"

"Commission"

"Common Parts"

"FFHH Act"

"HHSRS Regulations"

"Letting Commission"

"Owner"

"Property"

"Redress Schemes Orde

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

completed and signed by the t in 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 (or, if the tenancy d term of less than a year, << (<< >>% plus VAT) of the Rent m of the tenancy agreement);

on>>]

the Property;

y identified in the Appointment

Schemes for Lettings Agency Management Work (Requirement he etc) (England) Order 2014;

"Renewal Commission" mea the F com if the of le plus repla [<<e "Rent" mea unde "Security Deposit" mea resp in th 1.1 Any reference in these expressions, includes a ref telex, cable, facsimile transn 1.2 Any reference in these Terr statute shall be construed amended, re-enacted or ext 1.3 The headings in this docume interpretation. **Appointment of Agent** 2.1 The Owner appoints the Ag by carrying out the duties re 2.2 Unless otherwise stated in the Agency Period appoint purposes mentioned in claus The Agent's Duties 3.1 The Agent shall market th tenancy at a market rent. 3.2 Without prejudice to the g particulars of the Property, i photographs and, once the Agent shall include them in its website. The Agent shall otherwise instructed by the 3.3 The Agent shall give the Ow The Agent shall: 3.4 if requested by the **Energy Performance**

2.

3.

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

eived from a tenant in of the tenant's obligations

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

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

only and shall not affect its

in relation to the Property

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

on an assured shorthold

the Agent shall prepare ption [, video footage] and proved by the Owner, the naterials and add them to utside the Property unless

ty's rental value.

er's cost, arrange for an prepared for the Property

d with a copy of the EPC

unless a valid EPC is

Only).

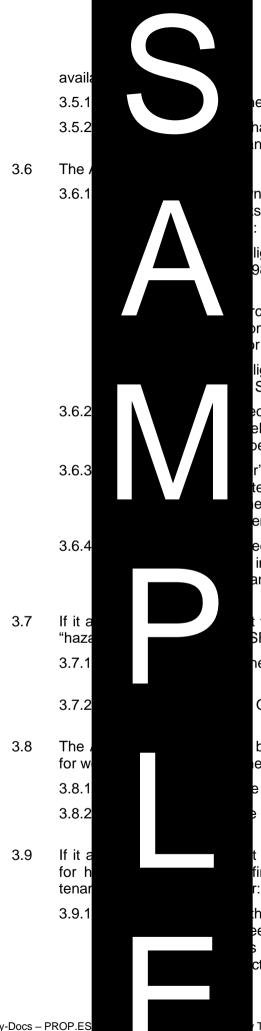
3.4.2

3.5

prior to marketing; ar ensure that the pros

before they occupy the

The Agent will be unable



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

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

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

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

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

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

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

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

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

he hazards and the steps that need to be taken;

Owner seek advice from a suitably qualified

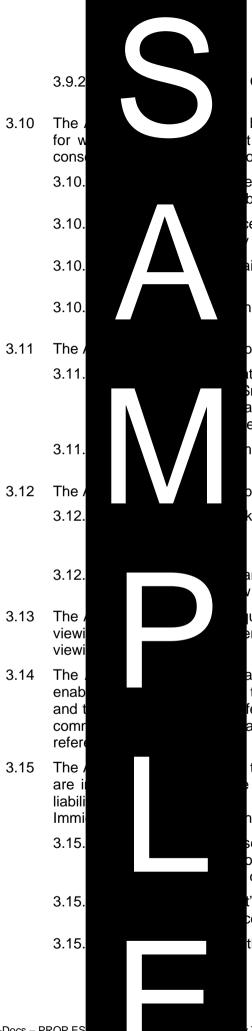
by the Owner and at the Owner's cost, arrange e Property:

e hazards specified in HHSRS Regulations;

or order issued by the local authority under the

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

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



Owner seek advice from a suitably qualified

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

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

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

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:

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

h is in proper working order on the day a new

by the Owner and at the Owner's cost:

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

and closers at the Property are in good working tenancy begins.

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

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

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

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

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

those checks to the Owner as soon as possible;

3.15. 3.16 The be co the h the A 3.17 The for: 3.17. 3.17. 3.18 The signa draft 3.19 The agree The . tenar 3.20 The has: 3.20. 3.20. 3.20. 3.20. 3.21 **I**The agree Hous chec Gove

for T 3.22 The

comp

3.23 The send and Comi

3.24 Havir the C

liscriminate against any proposed tenants in rent" checks.

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

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

Property to be prepared by an independent ude a photographic schedule of condition); 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. pleted tenancy agreement to the Owner and the

e tenant to occupy the Property until the tenant

reement:

ared funds the first month's rent;

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

nding order form for future payments of rent to

immediately after completion of the tenancy ant with the latest version of the Ministry of Local Government's "How to Rent: the and" or (if the Property is in Wales) the Welsh Home in the Private Rented Sector - A Guide

curity Deposit to the Owner within << >> days of eement.

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.

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

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¹ In respect of prope Tenant Fees Act 201 £50,000 or capped at deposits for tenancies introduce caps in the



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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 nd 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.

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

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:

rom the Owner's mortgagee; and

rom the Owner's insurers

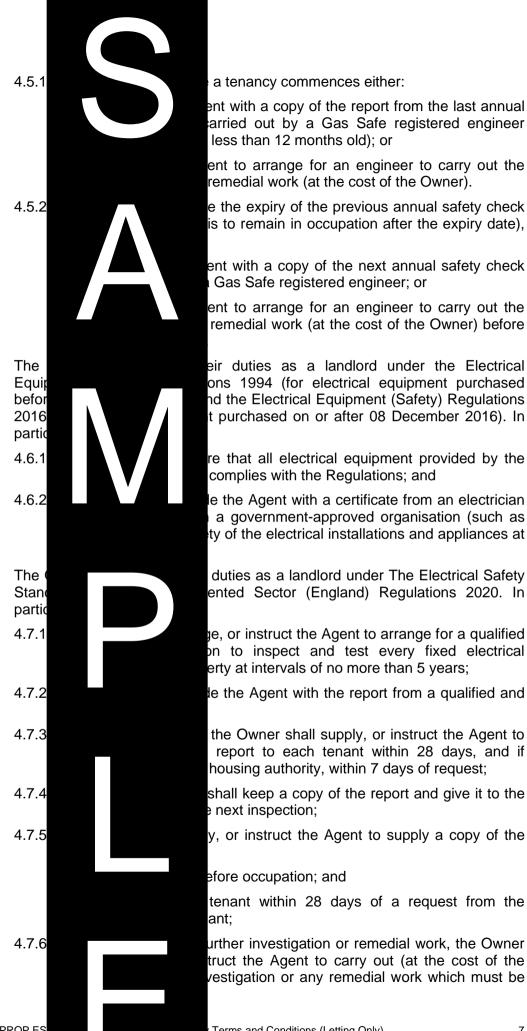
be obtained before any tenancy agreement is

y have a valid insurance policy in place for the

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

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

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



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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.

ir 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 the local authority.

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

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

a tenancy begins either:

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

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

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

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



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5.

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

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

Security Deposit in accordance with the relevant t 2004 and shall provide to the tenant within 30 t being received by the Agent the "prescribed ousing Act 2004.

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 service Bank plc 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.

cy Contract

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

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

ontract between the Agent and the Owner:

to promote, market, advertise or solicit tenants

be payable if a tenancy is granted to a tenant nt (but shall not be payable otherwise);

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

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

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6. Renewal or

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- 6.2 If the agree
- 6.3 The
 - 6.3.1
 - 6.3.2

7. Complaints

- 7.1 In ac redre
- 7.2 The Property
- 7.3 A co

8. Client Mone

- 8.1 In ac (Req mem
- 8.2 The [<<in
- 8.3 A cop schei

9. Nature of A

9.1 The oneith chard delegate of the o

ontract given by this clause 5 shall not prejudice either 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 to after the notice from the Agent was given, to

ĊУ

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.

ess Schemes Order the Agent is a member of a through the complaints.

ess scheme is [The Property Ombudsman] [The

laints handling procedure may be obtained on

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

he Agent's client money protection scheme is followed the following from the following the following

ate of membership of the client money protection equest.

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



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

10. Notices and

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to the

- 10.2 Any
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 inforr
- 10.3 Any r comp given as pr 10.4
- 10.4 Servi conc causi or to from

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 e 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.

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

registered first class post; or

elex, cable, facsimile transmission or comparable on;

ss given in clause 10.4.

ven by post in the manner provided by clause of the sender as undelivered shall be deemed to >> day after the envelope containing it was so velope containing any such notice or information paid, registered and posted, and that it has not er, shall be sufficient evidence that the notice or en.

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

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

11. Anti-Money

The Agent satisfactory be prohibite accordance

12. Data Proted

12.1 The held Data (and Com

12.2 For dependent of the person dependent of the person o

13. **VAT**

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

14. Relationshi

Nothing in to partnership of Agent.

15. **Jurisdiction**

These Term accordance the non-excl

s

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

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

he Agent collects, processes, stores, and retains not limited to, the purpose(s) for which personal or bases for using it, details of the Owner's rights and personal data sharing (where applicable), ivacy Notice [available from <<insert location>>]

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

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

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

[ANNEX - Agent's