

These Terms and Conditions apply to the letting of a commercial property for the duration of the lease or licence. The Terms and Conditions of the Agent so please read them carefully.

The Agent (<< “Agent”) is appointed to manage the property for the duration of the lease or licence on the basis of the Owner’s contract with the Agent. The Agent shall complete the Appointment Form.

1. Definitions

“Agency Period”

the period between the start of the Agency Period and the Management

“Appointment Form”

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

“Commission”

the Letting Commission (or as the Renewal Commission) and the Commission which is to be paid monthly in accordance with the provisions below regarding the Agency contract;

“Introduction Period”

the period starting on the date this contract is signed and ending when a Lease is entered into for the Property;

“Letting Commission”

the Rent due in relation to the first year of a Lease (or, if the Lease has a fixed term of less than a year, the Rent due for the whole term);

“Lease”

the Licence to occupy entered into in accordance with the terms of the Lease between the Owner and a Tenant;

“Management Fee”

the fee payable to the Agent as a percentage of the Rent due in relation to the first year of a Lease (or, if the Lease has a fixed term of less than a year, the Rent due for the whole term);

“Management Period”

the period starting when a Lease is completed and ending when this contract is terminated;

“Owner”

the person who owns the Property;

“Property”

the property identified in the Appointment Form;

“Renewal Commission”

the Rent due in relation to the first year of a Lease commencing on the expiry of a Lease which has a fixed term of less than a year (or, if the Lease has a fixed term of less than a year, the Rent due for the whole term);

“Rent”

“Rent Deposit”

“Tenant”

- 1.1 Any reference in the Lease to any written or printed expressions, including but not limited to, telegraph, cable, facsimile, electronic mail, or any other means of communication, shall be deemed to include any reference to any statute or provision of a statute shall be construed to that statute or provision as amended, re-enacted, or otherwise in force at the relevant time.
- 1.2 Any reference in the Lease to any statute or provision of a statute shall be construed to that statute or provision as amended, re-enacted, or otherwise in force at the relevant time.
- 1.3 The headings in this Lease are for convenience only and shall not affect its interpretation.

2. Appointment of Agent

- 2.1 The Owner appoints the Agent by carrying out the duties set out in the Appointment Form.
- 2.2 Unless otherwise stated in the Appointment Form, the Owner shall not during the Agency Period appoint any other person as the Owner's agent for the purposes mentioned in the Appointment Form.

3. The Agent's Duties

- 3.1 The Agent shall manage the Property in accordance with the terms of the Appointment Form.
- 3.2 Without prejudice to the duties set out in the Appointment Form, the Agent shall prepare a description of the Property, including photographs and, if available, a video recording of the Property, and add the particulars to its website.
- 3.3 The Agent shall give the Tenant the appropriate level of rent for the Property and on the terms of the Lease.
- 3.4 The Agent shall:
 - 3.4.1 if requested by the Tenant, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property;
 - 3.4.2 ensure that the Tenant is provided with a copy of the EPC before they enter into a Lease;
- 3.5 The Agent will be responsible for ensuring that the Property is available and either:
 - 3.5.1 the Property is in a condition suitable for occupation; or
 - 3.5.2 a valid exemption certificate is registered on the National Private Rental Sector (NPRS) website.

the fee payable under a Lease;

received from a Tenant in respect of the Tenant's obligations in the

lessee of the Property.

conditions to "writing", or cognate communication effected by e-mail, or any other means.

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provided with a copy of the EPC before they enter into a Lease;

Property unless a valid EPC is available and either:

rating between A-E (inclusive); or

gistered on the National Private Rental Sector (NPRS) website.

- 3.6 The Agent shall do all necessary work to find potential Tenants, arrange and conduct viewings and shall be responsible for the outcome of all enquiries and viewings.
- 3.7 The Agent shall notify potential Tenants who express an interest in occupying the Property.
- 3.8 The Agent shall take all necessary steps to ensure that any potential Tenant who has indicated a firm intention to occupy the Property shall be offered a Lease and shall forward the necessary documents to the Owner.
- 3.9 The Agent shall, if required, and at the Owner's cost, arrange for a schedule of condition survey to be carried out in respect of the Property.
- 3.10 The Agent shall liaise with the Tenant's legal advisers and provide them with relevant information to achieve completion of a Lease.
- 3.11 The Agent shall not occupy the Property until a Lease has been completed.
- 3.12 Subject to the Agent's prior written consent, the Agent shall provide necessary information (such as the names of the providers of the Property, bank account numbers) the Agent shall notify the Local Authority, the relevant departments and any utilities of the identity of the new Tenant.
- 3.13 Subject to the Agent's prior written consent, the Agent shall, by way of a float provided by the Owner or through the Tenant, pay outgoings relating to the Property:
- 3.13.1 the Agent shall pay the outgoings which fall to be paid by the Tenant in respect of the Property (such as Business Rates, utilities bills and telephone and broadband) but the Agent shall not be responsible for any outgoings as they relate to a period when the Property was occupied by a previous Tenant;
- 3.13.2 the Agent shall pay the service charge and other sums due to the landlord's managing agent or any other person in respect of the Property;
- 3.13.3 the Agent shall pay the premiums for insurance of the Property (but not the cost of the insurance cover for the Property);
- 3.13.4 the Agent shall pay the outgoings unless it has received an invoice or demand for payment from the Tenant;
- 3.13.5 the Agent shall pay the outgoings and pay invoices and demands that appear on the Property;
- 3.13.6 the Owner may require the Agent to make some or all of the types of payment mentioned above.
- 3.14 If so required by the Owner, the Agent shall, to the necessary documentation being completed by the Tenant, the Agent shall hold any Rent Deposit as stakeholder and shall be responsible for the Rent Deposit as required by the terms of his appointment.
- 3.15 The Agent shall on behalf of the Owner demand and receive Rent and other sums due from the Tenant in accordance with the terms of the Lease.
- 3.16 If a service charge is payable by the Tenant, the Agent shall:
- 3.16.1 prepare an annual statement of the service charge payable by the Owner;

- 3.16.2 issue the estimated service charge budget (once approved) to the Tenant at the start of the service charge year in accordance with the agreed payment schedule;
- 3.16.3 issue invoices for service charges to the Tenant;
- 3.16.4 issue a service charge statement to the Tenant at the end of each service charge year by [the Agent];
- 3.16.5 maintain appropriate accounts and ensure that the service charge is properly accounted for and reconciled at the end of each service charge year;
- 3.16.6 in the event of a service charge dispute, inform the Owner that the service charge will be adjusted without any undue delay;
- 3.16.7 ensure that the service charge funds (including reserve and sinking funds) are kept in separate (or virtual) bank accounts.
- 3.17 If Rent or any other payment is not received within 10 working days after falling due, the Agent shall notify the Tenant by telephone calls, visit and attempt to obtain payment by making up to three arrears letters.
- 3.18 The Agent shall inspect the Property every six months and shall report its findings to the Owner;
- 3.19 The Agent shall, if requested, conduct more frequent inspections and at the Owner's cost, conduct more frequent inspections and shall report its findings to the Owner.
- 3.20 The Agent shall advise the Tenant of breaches of the terms of the Lease and any items requiring repair or replacement that come to the Agent's attention.
- 3.21 The Agent shall advise the Tenant of issues raised by the Tenant or by other parties relating to the Property.
- 3.22 The Agent shall be responsible for the day-to-day management of the Property, including repairs, maintenance and replacements, on the following basis:
- 3.22.1 the cost of all repairs, maintenance and replacements shall be borne by the Owner;
- 3.22.2 if the cost of repairs, maintenance or replacements on any one occasion is less than £<<insert amount, e.g. 250>> the Agent shall arrange for the work to be done without referring the matter to the Owner;
- 3.22.3 if the cost of repairs, maintenance or replacements on any one occasion is £<<insert amount, e.g. 250>> or more, the Agent shall first seek the Owner's permission to proceed with the work;
- 3.22.4 if the work cannot be carried out without the permission of the Owner, the Agent shall advise the Owner of the need for the work and it is not practicable to obtain the Owner's permission, the Agent shall arrange for the work to be done;
- 3.22.5 the Agent shall be responsible for arranging major repairs or replacements costing in excess of £<<insert amount, e.g. 250>>.
- 3.23 The Agent shall keep accurate accounts of all financial transactions relating to the Property and shall, at the reasonable request of the Owner, permit the Owner's authorised representatives to inspect all

- such records and a copy thereof at all reasonable times (but not exceeding 60 days).
- 3.24 The Agent shall within 10 days of the end of each month during the Management Period, or as necessary thereafter send to the Owner a statement of the Property:
- 3.24.1 all Rent and
- 3.24.2 all expenses
- 3.24.3 the Commission
- 3.24.4 the amount of the float at
- for that month.
- 3.25 Having sent the statement the Agent shall retain:
- 3.25.1 the Commission
- 3.25.2 such amount as may be required to top the float up to £<<insert amount, e.g. >>
- and remit the balance < > days.
- 3.26 If there are insufficient funds for the Commission or to top up the float the Agent shall notify the Owner.
- 3.27 If:
- 3.27.1 a Lease is terminated under an early termination clause; or
- 3.27.2 a Tenant varies the Lease before the end of a period for which the Agent is entitled to the Renewal Commission
- the Agent shall remit to the Owner a proportionate part of the Letting Commission (or as may be determined by the Renewal Commission) within < > days of the Tenant's termination.
- 3.28 The Agent shall make available to the Owner at all reasonable times and on request all records and advice relating to the Property.
- 3.29 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for commercial lettings and shall forthwith notify the Owner if there is a breach of any of those laws or regulations in relation to the Property.
- 3.30 The Agent shall obtain and maintain during the Agency Period all licences, permits and consents necessary or advisable for the performance of its duties under the Terms and Conditions.
- 3.31 The Agent shall act with due diligence and in accordance with the Terms and Conditions.
- 3.32 The Agent shall ensure that it complies with any rules or regulations imposed by any professional body or trade association of which the Agent is a member.
- 3.33 Subject as provided in the Terms and Conditions and to any directions properly given, the Agent shall be entitled to perform its duties in such manner as it may think fit.

4. The Owner's Commitment

- 4.1 The Owner confirms that the Agent(s) of the Property and are entitled to grant a Lease of the Property and the Owner confirms that:
- 4.1.1 any consent from the relevant superior landlord under the terms of the relevant Lease;
- 4.1.2 any consent from the relevant mortgagee; and
- 4.1.3 any consent from the relevant insurers
- has been obtained or will be obtained before any Lease is completed.
- 4.2 The Owner shall provide the Agent with two sets of keys to the Property and confirm that the Agent has copies of the keys as necessary.
- 4.3 The Owner understands that the Agent may be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide a valid EPC or instruct the Agent to arrange for an EPC to be provided (at the cost of the Owner).
- 4.4 If the Property has been registered under the provisions of F or G the Owner shall ensure that a valid exemption is registered on the National PRS Exemptions Register.
- 4.5 The Owner shall provide the Agent with the following in accordance with these Terms and Conditions:
- 4.5.1 the Commission Form;
- 4.5.2 any other documents required by the Appointment Form or otherwise agreed between the Owner and the Agent.
- 4.6 If in any month the Agent's commission is insufficient to pay the Commission the Owner shall pay the balance to the Agent on demand.
- 4.7 At the commencement of the Lease the Owner shall provide the Agent with a float of £<<insert amount>> to meet expenditure on behalf of the Owner.
- 4.8 When requested by the Agent the Owner shall add further sums of money to the float so that it remains at least £<<insert amount>>, e.g. 500>>.
- 4.9 The Owner shall pay the Agent any sum that is overdue by <<insert grace period e.g. 7>> days at a rate of << e.g. 2>> per cent above the base lending rate of the Agent from the due date until the date of payment.
- 4.10 The Owner shall remain a UK resident and understand that the Owner may be required to deal with Rent in accordance with the Rent Repayment Scheme operated by HM Revenue & Customs.
- 4.11 Subject to compliance with the Agent's obligations under these Terms and Conditions, the Owner shall be liable to the Agent against any liability (including but not limited to a claim for damages which the Agent may reasonably incur in defending a claim against it may incur by reason only of its being held out as the Agent's agent).

5. **Duration and Termination**

- 5.1 The contract between the Agent and the Owner shall come into force on the date specified in the contract and shall continue until terminated, subject to the following:
- 5.2 During the Introduction Period, the Agent may terminate the contract by giving to the other party written notice, to effect after the end of the first <<e.g. "8 weeks">> of the Introduction Period;
- 5.3 Upon the termination of the contract during the Introduction Period, the Agent and the Owner shall agree on the Agent and the Owner during the Introduction Period:
- 5.3.1 the Agent shall not be allowed to market, advertise or solicit tenants for the Property;
- 5.3.2 the Letting Commission shall be payable if a Lease is granted to a Tenant introduced by the Agent (but shall not be payable otherwise);
- 5.3.3 clause 6 (Reimbursement of Commission) shall continue to apply if a Lease is granted by the Agent (but shall not apply otherwise);
- 5.3.4 the Agent shall not be allowed to claim compensation for loss of agent's commission or any similar loss (except unpaid Commission);
- 5.4 During the Management Period, the Agent may terminate the contract by giving to the other party written notice, to effect after the end of the first <<e.g. "3 months">> of the Management Period;
- 5.5 Upon the termination of the contract during the Management Period, the Agent and the Owner shall agree on the Agent and the Owner during the Management Period:
- 5.5.1 the Agent shall not be allowed to manage the Property;
- 5.5.2 the Management Commission shall be payable;
- 5.5.3 Letting Commission shall be payable in full (with credit being given for the Commission already paid prior to termination);
- 5.5.4 clause 6 (Reimbursement of Commission) will continue to apply;
- 5.5.5 the Agent shall not be allowed to claim compensation for loss of agent's commission or any similar loss (except unpaid Commission);
- 5.6 The rights to terminate the contract under this clause 5 shall not prejudice any other right or remedy (if any) or any other breach of the contract;
- 5.7 If at any time controlled by the Agent (as defined in section 40 of the Income and Corporation Taxes Act 1988) of any person or group of connected persons (as defined in section 40 of the Income and Corporation Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Owner identifying the group of connected persons and the Owner shall be entitled to terminate the contract to the Agent within << >> months written notice from the Agent was given, to

6. **Renewal or Continuation**

- 6.1 The Agent shall continue to manage the Lease to the satisfaction of the Tenant before the end of the term of the Lease to enable the Tenant to extend the Tenant's period of occupation to a new Lease, by holding over or otherwise, and the Tenant shall be entitled to negotiate the new Lease on the same terms and conditions as the original Lease.
- 6.2 If the Tenant remains in occupation of the Property at the expiry of the original Lease:
- 6.2.1 the Renewal Commission shall be payable in place of the Letting Commission;
- 6.2.2 the Management Contract shall remain in force if the contract has not been terminated under clause 5.2.
- 6.3 The Renewal Commission shall be payable by the Tenant:
- 6.3.1 in relation to the period of occupation from the expiry of the original Lease and ending two years thereafter;
- 6.3.2 where the original joint Tenant(s) remains in occupation of the Property after the expiry of the original Lease.

7. **Complaints [and Redress]**

- 7.1 A copy of the Agent's complaints procedure may be obtained on request.
- 7.2 [If the Agent's complaints procedure has been exhausted and the Owner is not satisfied with the outcome, the Owner may seek redress through the redress scheme operated by the Property Redress Scheme a member. Please note that the redress scheme may not cover all types of complaints from certain types of customers.]
- 7.3 The name of the redress scheme is [The Property Ombudsman] [Ombudsman Service] [Property Redress Scheme].]

8. **Nature of Agreement**

- 8.1 The contract between the Agent and the Owner is personal to the parties and neither party may assign the contract (otherwise than by floating charge) or sub-licence the contract (otherwise than by floating charge) or sub-contract or otherwise delegate any of its obligations under the contract except with the written consent of the other party.
- 8.2 These Terms and Conditions of Appointment, together with the Appointment Form contain the entire agreement between the parties in respect to the Property and may not be modified or varied in writing signed by the duly authorised representatives of the parties.
- 8.3 Each party acknowledges that it enters into the contract, it does not rely on any representation, warranty or other statement made by the other party except as expressly provided in these Terms and Conditions of Appointment, and all conditions, warranties and other statements made by the other party or common law are excluded to the fullest extent permitted by law.
- 8.4 No failure or delay in the performance of the contract shall be deemed to constitute a waiver of any of its rights under the contract, and no waiver by either party shall be deemed to constitute a waiver of any of its rights under the contract.

- party of a breach of contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 8.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these Terms and Conditions shall nevertheless remain valid as to the other provisions and the remainder of the contract.
9. **Notices and Service**
- 9.1 Any notice or other communication authorised by these Terms and Conditions to be given to the other party shall be given by:
- 9.1.1 delivering it to the other party in person; or
- 9.1.2 sending it by registered post or by first class post; or
- 9.1.3 sending it by any other means of communication which provides for a receipt of similar transmission or comparable means of communication.
- 9.2 Any notice or information given in the manner provided by clause 9.1.2 which is not returned to the sender shall be deemed to have been given on the date on which the envelope containing it was so posted; and proof that the notice or information was properly addressed and posted, and that it has not been returned, shall be sufficient evidence that the notice or information has been received by the other party.
- 9.3 Any notice or information given by any other means of communication shall be deemed to have been duly given on the date on which it was sent, provided that a confirming copy of it is sent to the other party at the address given in clause 9.4 within 24 hours.
- 9.4 Service of any document in connection with any legal proceedings concerning or arising out of the contract shall be effected by either party by delivering it to its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.
10. **VAT**
- All sums payable under these Terms and Conditions are exclusive of any value added tax or other applicable tax which shall be added to the sum in question.
11. **Relationship of the Parties**
- Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner and the Agent.

12. **Jurisdiction**

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

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