

LETTINGS TERMS - INSTRUCTION FORM

PROPERTY (including Postcode):

('the Property')

PLEASE TICK THE SERVICE YOU REQUIRE:

LETTING & MANAGEMENT:	16% + VAT (19.2% incl. VAT)	☐
RENT COLLECTION SERVICE:	11% + VAT (13.2% incl. VAT)	☐
MANAGEMENT SERVICE ONLY:	6% + VAT (7.2% incl. VAT))	☐
VACANT PROPERTY CARE:	From £250 + VAT pcm (£300 incl. VAT)	☐

Before instructing us please be sure that you have read and fully understand the fees and expenses involved and the terms under which we will act on your behalf. By signing these terms, you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

The Owner(s), having the legal right to let the property hereby appoint us to handle the letting of the Property above. Our services are better described on our website, marketing materials, and as discussed with you. Please contact us should you require further information on the service you require.

The Owner acknowledges and accepts that the Services shall commence straight away from the date of this Instruction Form. In the event the Owner is considered a Consumer (as defined by Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013), then the Owner shall have the right to change its mind and cancel the Services within 14 days from the date of this Instruction Form (Cancellation Period). However, the Owner accepts that it shall lose its right to cancel and receive a full refund for Services performed during this Cancellation Period once such services have been carried out. If a tenant has been found and you later go on to terminate this Agreement, you will be liable to pay us a commission on the Rent Collection Service basis for the full term of the tenancy.

Please tick this box to confirm that you would like the Services performed within the Cancellation Period and your acceptance of the above statement. ☐

Please complete this form to further enable tlc to give you the standard of service you deserve and to enable us to comply with the requirements placed on us as your agent. You will be asked to reconfirm this information every time the Property is remarketed to ensure our records are up to date.

PROPERTY OWNER'S DETAILS

Name(s) of Landlord(s):

OR

Company Name: Registration number

(Please note any additional interested parties on a separate sheet if necessary)

RESIDENTIAL ADDRESS

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NON-RESIDENT LANDLORDS: You must inform us immediately of any change in your residency during the period of our instruction. If you move to an address outside of England or Wales for a period in excess of six months in any tax year, HMRC has special rules regarding the collection of tax from you, as you will be classified as a Non-Resident Landlord (NRL) under HMRC's Non-Resident Landlord Scheme (NRLS), as established by Section 42 and Schedule 15 of the Finance Act 1995. If you fall into this category at any time, it is your responsibility to obtain a tax approval number. Under Section 971 of the Income Tax Act 2007, we are legally obliged to deduct tax at the prevailing rate (current 20%) from your rental income before passing this on to you, until we have received that approval number from HMRC. We accept no liability for any failure on your part to comply with these tax obligations. Contact us for further details.

CONTACT DETAILS

MOBILE TEL: EMAIL(S):

BANK DETAILS FOR PAYMENT OF RENT

BANK NAME ON ACCOUNT.....

SORT CODE/SWIFT(BIC). ACCOUNT NO:

IBAN.....

The Instruction Form above together with the Letting Terms and Additional Services and Fees Section below form the agreement between us and you with respect to the agreed Services in respect of the Property (Agreement).

Rent Protection & Legal Expense Service: Upon receipt of Acceptable References on the proposed Tenants, the tlc Rent Protection & Legal Expense Service will be added to the Rent Collection or Full Management Service outlined within this document, unless the Owner confirms in writing that they wish to opt out. Key benefits include up to £100,000 legal expenses cover, rent recovery, property damage cover, 75% of rent following vacant possession for up to two months, contract dispute protection and additional cover as detailed in the policy documentation. Full details are available from your Lettings Consultant. Please note that where rent is paid in advance (more than one month), it may not be possible to arrange this cover. These terms are subject to review and change by the policy provider.

The service is charged as follows: Based on the agreed marketing rent of £[X] per calendar month, the charge for the Rent Protection & Legal Expense Service will be £[X] inclusive of VAT per calendar month. This charge is payable monthly and the service may be cancelled at any time. Charges are subject to review and change by the policy provider.

Opt Out

☐ Tick here if you wish to opt out of the tlc Rent Protection & Legal Expense Service.

Indemnity: I/We understand by opting out of the tlc standard service I/We will not be protected should the tenant(s) not pay their rent at any time in line with the tenancy agreement in place. I/We also accept that any legal costs including but not limited to court costs, solicitor fees, agent fees and bailiff costs will not be covered should I/We want to evict the tenant(s) from the property.

LETTINGS TERMS AND CONDITIONS OF BUSINESS

These Terms together with the 'Instruction Form' set out the responsibilities of both the Owner and the Agent.

1. Owner Obligations

- 1.1. To ensure that the Agent can provide a professional service, the Owner shall within 2 working days of instructing the Agent, and at their own expense, provide the Agent with the following:
 - a. If the Owner is an individual(s), proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Owner is a group of individuals, provide the above proof of identity for each individual.
 - b. If the Owner is a limited company, a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1(a) above for a director of the company.
 - c. Evidence that the Owner's mortgagee and/or superior Owner have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of the Owner's mortgagee and/or superior Owner is not required.
 - d. Where the Property is leasehold, the Owner confirms that the proposed letting is permitted under the terms of the head lease and that any required consent from the superior landlord, freeholder or managing agents has been obtained prior to the tenancy commencing. The Owner must inform the Agent of any restrictions in the head lease which may affect the letting of the Property, and the Agent shall not be responsible for any breach of the head lease where such restrictions have not been disclosed.
 - e. All information that the Agent may reasonably require to comply with the requirements of The Deposit Protection Service.
 - f. Confirmation that the Property is not a House in Multiple Occupation (HMO), or in an area that requires a Selective or Additional Licence, or, if it is, that the necessary licence to let the Property has been obtained, and all necessary licence conditions have been complied with. If the licence has not yet been obtained, then confirmation and evidence that the application of the licence has been submitted must be provided. See Section 8 for more information.
 - g. Confirmation that the Property will be cleaned, professionally or otherwise, to an acceptable letting standard.
 - h. Agree to provide keys for the Property, at least one set for each individual tenant and one set for the Agent (Full Management Service only).
 - i. Evidence that the Property and its fixtures and fittings (as particularised in the inventory) are adequately insured.
 - j. Satisfactory and valid Electrical Installation Condition Report (EICR) under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
 - k. Confirmation that the Owner has not relied upon Grounds 1 or 1A of Schedule 2 of Housing Act 1988 (as amended from time to time) (the **Housing Act**), or any other ground with similar restriction, to gain possession of the Property whether with or without Court process within the last 12 months from either the date the notice period expired on the notice (earliest date given for commencement of proceedings) or the date the claim for possession was issued if Court process was used. This is the 'restricted period' and starts from the date a notice was served using any relevant ground.
 - l. The Owner acknowledges that further requirements under The Renters' Rights Act 2025 may be introduced in stages, including but not limited to membership of the Landlord Ombudsman and registration of the Property on the national Private Rented Sector Database, and agrees that the Agent may take reasonable steps to comply with such requirements and recover any associated fees or administration costs where applicable.
- 1.2. The Owner shall:
 - a. obtain and maintain all licences, consents and permissions that relate to the Property and as are necessary to enable the Supplier to provide the Services, including all licences, consents and permissions, and
 - b. comply with all applicable laws, statutes, and regulations from time to time in force (**Applicable Laws**) with respect to the Property.
- 1.3. Such Applicable Laws as stated in clause 1.2 may for example include (without limitation):
 - a. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998, as amended.
 - b. A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that the Owner has made available for tenant(s) (if applicable).
 - c. Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable).
 - d. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Owner is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then the Owner must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to an E or higher before letting the Property.
 - e. Evidence that the Property is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended.
 - f. Legionella Risk Assessment - the Owner is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella Risk Assessment and, if necessary, making any required changes to the water system of the Property.
- 1.4. The requirements set out in clauses 1.1 to 1.3 shall be satisfied prior to the Property being marketed.
- 1.5. If the Owner is unable to satisfy any of the requirements set out in clauses 1.1 to 1.3 within 7 working days, the Agent shall:
 - a. Not be responsible to the Owner for the delay in the Services or any loss of income, expenses, costs or damages which the Owner may incur because of such delay.
 - b. Have the right to withdraw from this Agreement. Further details regarding the termination of this Agreement can be found in the Termination clause below.
- 1.6. The Owner may instruct the Agent to perform such additional services as the Agent may agree to perform from time to time which are outside the scope of the Services (Additional Services) subject to the following:
 - a. If the Owner instructs the Agent for any Additional Services, the Owner shall pay the Additional Fees which are set out in the Instruction Form and Additional Services and Fees Section.
 - b. The Owner will also be responsible for the cost of any equipment or contractors instructed in respect of any Additional Services.
- 1.7. The Owner accepts that the Agent cannot be responsible for the negligence or recklessness of third parties instructed to undertake any Additional Services and the Owner is advised to check that any Additional Services provided are of sufficient quality and that documents provided are of sufficient accuracy. If the Owner has a concern with any services provided by third parties, then the Owner should contact the Third Party directly or the Agent may do so in consideration for Additional Fees.
- 1.8. The Owner agrees to allow a "To Let" or "Let and Managed By..." board, or similar, to be erected on the Property in a position of the Agent's choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007).
- 1.9. The Owner will respond to communications, provide instructions, and comply with any Applicable Laws and other legal obligations in a timely manner.
- 1.10. The Owner will keep the Agent informed of any changes to the Owner's contact details.
- 1.11. If the Owner is not based in England and Wales, then the Owner must provide an address for service of notices in England and Wales.
- 1.12. The Owner will provide the tenant(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s) or heat pumps.

2. Agent Obligations

- 2.1. The Agent will perform the Services with reasonable skill and care.

2.2. The Agent will comply with the Owner's obligation under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended from time to time, to check all smoke alarms and Carbon Monoxide alarms in the Property on the first day of the tenancy or as soon as practical if the Agent did not find the Tenant.

2.3. The Agent will comply with all applicable legislation relating to residential lettings in England and Wales, including the Renters' Rights Act 2025 and any regulations made under it as far as reasonably possible and will advise the Owner should any obstacles to full compliance arise.

2.4. The Owner acknowledges that statutory duties may override or limit the Owner's instructions and that the Agent is not required to act on any instruction that would place the Agent in breach of any Applicable Laws, regulations or industry codes.

3. 'Right to Rent' Check

3.1. The Agent agrees to carry out such 'Right to Rent' checks as are required to comply with the requirements of the Immigration Act 2014, or such other Applicable Laws in force prior to the commencement of any tenancy of the Property.

3.2. The Agent further agrees to advise the Owner as to the eligibility of each potential tenant to reside in private rented accommodation in the United Kingdom.

3.3. If further 'Right to Rent' checks will be required during the tenancy the Agent will let the Owner know at the commencement of the tenancy when such checks are required.

3.4. Whether the Agent will carry out further 'Right to Rent' checks is dependent on the level of service the Owner has chosen, though the Owner will be advised of their obligation to carry out further 'Right to Rent' checks in accordance with 3.3. In the event the Owner fails to carry out the 'Right to Rent' checks having been advised of the need to do so by the Agent then the Agent will not be held responsible for any fines, costs, levies or prosecution that the Owner may experience in this regard.

3.5. The Agent reserves the right to instruct third parties to carry out 'Right to Rent' checks on their behalf with such fees being advised to the Owner.

4. Market Rents and Finding Tenants

4.1. The Agent agrees to visit the Property and recommend weekly or monthly market rent, or such other period as shall be requested save for Housing Act tenancies where rent shall only be agreed at a maximum monthly rental. Once the parties have agreed a suitable market rent (Market Rent) this shall be used to calculate an illustration of the Agent's fees. If appropriate the Market Rent shall take account of ground rent and service charges but shall not include utilities unless the Owner instructs the Agent in writing utilities are specifically to be included within the Market Rent.

4.2. The Agent shall undertake a Market Rent review each year during month 10 of the Tenancy. If part of the Services or any Additional Services, the Agent shall serve notice of any increased Market Rent to the tenant in accordance with any applicable laws and the terms of this Agreement.

4.3. The Agent agrees to advertise and market the Property at the Market Rent to attract prospective tenants. Where the Housing Act as amended applies, once agreed, the Market Rent cannot be increased, and the Agent cannot enter negotiations with prospective tenants to accept rent over the level of Market Rent which has already been agreed with the Agent.

4.4. The Agent will consider prospective tenant applications in accordance with applicable legislation and will not unlawfully discriminate against applicants, including on the basis that they have children or are in receipt of State Benefits. The Agent and the Owner shall discuss any prospective applicants and determine whether there are reasonable and lawful grounds for refusal where appropriate.

4.5. The Agent agrees to accompany prospective tenants to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavour to obtain feedback from prospective tenants and to report such feedback to the Owner.

4.6. Where the Housing Act does not apply to the agreement for the property, the Agent may negotiate any offers from prospective tenants on behalf of the Owner subject to the Owner's prior written authority.

4.7. Where applicable, the Agent agrees to obtain a holding deposit equivalent to one week's rent from suitable prospective tenants to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019.

4.8. The Agent agrees to notify the Owner of the relevant details of suitable tenants to the Agent's obligations under GDPR. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Owner, however the Agent will provide, at the very least, a general indication of the tenant's suitability to lease the Property.

4.9. The Agent, unless otherwise instructed by the Owner, will instruct an independent referencing agency to obtain a credit reference report in respect of prospective tenants who have provided a holding deposit in respect of the Property, or any guarantor of such prospective tenants. The Owner agrees to pay the cost of obtaining a credit reference report as set out in the Additional Services and Fees Section.

4.10. The Owner accepts that the Agent is not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.

4.11. If the Owner instructs the Agent not to obtain a reference, they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant(s) to pay rent on time, or at all, and breach of the Owner's insurance policy.

4.12. The Agent agrees to arrange for a suitable date of commencement for the tenancy. The Owner accepts that if a date of commencement is agreed but the Owner subsequently withdraws prior to commencement of the tenancy ('**Abortive Tenancy**'), where relevant the holding deposit will be returned to the tenant(s) in accordance with the Tenant Fees Act 2019 and the Owner will be responsible for the fees incurred by the Agent as set out on the Instruction Form and the Additional Services and Fees Section from the date of instruction to the date of the Owner's withdrawal.

4.13. The Agent agrees to provide the appropriate form of tenancy agreement the cost of which is to be borne by the Owner as set out on the Instruction Form. The Owner may review the tenancy agreement prior to the commencement of the tenancy and may request amendments or additional terms, the cost of which is again to be borne by the Owner as set out in the Instruction Form and the Additional Services and Fees Section. The Owner accepts that the Agent is not responsible in any way for the legality or consequence of additional or amended terms in the tenancy agreement requested by the Owner and is advised to seek separate legal advice.

4.14. The Agent agrees to comply with any of the Owner's statutory obligations under Applicable Laws for service of documents (for example, serving the EPC at the start of the tenancy), but the Owner remains responsible for compliance with statutory obligations once the tenancy has begun. The Agent will advise the Owner of what and when additional documentation may need to be provided after the initial documents are served.

5. Rent Collection Service

5.1. Where a deposit is taken the Agent shall ensure that subject to the type of tenancy the deposit shall be collected in accordance with the Applicable Laws and any applicable scheme (if relevant).

5.2. The Agent agrees to arrange for a professional independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this Agreement. The Owner agrees to bear the cost of this, and the Agent shall inform the Owner of such cost. The Owner accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk. If the Owner instructs the Agent not to obtain an Inventory and Schedule of Condition, then they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property, including any sum more than the amount held as a tenancy deposit.

5.3. The Agent will process all rents payable from the tenant(s) in respect of the Property at the intervals at which such rent becomes due. For Housing Act tenancies, the maximum rental period is monthly but can be shorter periods.

5.4. The Agent agrees to transfer the cleared rental payments less their fees and other recoverable expenses within 5 working days of receipt. The Agent shall also provide the Owner with a monthly statement of rents received ('Statement') and, at the request of the Owner, provide the Statement to the Owner's accountant or other authorised person. Additional copies of Statements are available, the cost of which shall be as per the Agent's fees at that time, and such cost shall be borne by the Owner.

5.5. The Agent agrees to implement their rent arrears procedures, details of which can be provided on request, if a rental payment is still unpaid 3 days after falling due.

- 5.6. The Agent agrees to notify the Owner of any instances where rent or other sums due from the tenant(s) have been outstanding for more than 7 days, even if the payments have subsequently been received.
- 5.7. For non-Housing Act agreements only, the Agent will contact the Owner three months before the end of the fixed term of the tenancy to enquire whether the Owner intends to renew or terminate the tenancy. If the Owner wishes to terminate then the Agent will be able to serve a notice to the Tenant to terminate the tenancy at the end of the fixed term, the fee for which is on the Instruction Form.
- 5.8. For Housing Act tenancies which are all periodic in nature from 1 May 2026 the Agent will allow the tenancy to continue, unless the Tenant provides notice to end it or the Owner provides instructions as to the Ground they wish to use to seek possession of the Property in accordance with Section 8 of the Housing Act as amended.
- 5.9. For non-Housing Act agreements only, if the Owner wishes to renew the tenancy, then the Agent will liaise with the Tenant(s) to see if they wish to renew. If the Tenant(s) wish to renew it then the Agent will prepare a Renewal Agreement, the fee for which is on the Instruction Form. This fee will be payable once the Renewal Agreement has been drafted and regardless of whether the Renewal takes place.
- 5.10. The Agent shall arrange for a professional independent inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the Tenant(s) surrendering possession of the Property. The Owner agrees to bear the cost of this as per the Instruction form and Additional Services and Fees Section. The Owner accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk.
- 5.11. The Owner accepts that it is their responsibility to communicate with the Tenant(s) at the end of the tenancy and agree how the tenancy deposit should be allocated. The Agent will only process the release the tenancy deposit on the written authority of the Owner and the Tenant(s), which must specify how much (if any) is to be retained by the Owner. The Agent agrees to release the tenancy deposit within 10 working days of receipt of written instructions from the Owner and the Tenant(s).
- 5.12. In the event a settlement cannot be reached, the Agent will continue to hold the deposit for the duration of any claim that the Owner or the Tenant(s) may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.
- 5.13. If an agreement is not reached between the Owner and the Tenant(s) within 10 days, the Tenant(s) have the right to apply to the tenancy deposit scheme (where appropriate) that protected the tenancy deposit to adjudicate on the proposed deductions. The Owner is advised that whilst the Agent can assist in this regard, if the Owner does not respond in a timely manner, then the tenancy deposit scheme may adjudicate solely upon the Tenant(s) evidence.
- 5.14. The Tenant(s) may elect not to use their right to use the tenancy deposit scheme's adjudication process or may not have the right to use it. In these circumstances, if there is still a dispute, the Owner must take steps to resolve the matter which may include issuing proceedings via the Court. The Owner should take legal advice in this regard. If the Owner does not take timely steps to genuinely resolve the matter, then the Agent reserves the right to return the tenancy deposit to the Tenant(s) so that the Owner may pursue the Tenant(s) directly. The Owner is advised that the Tenant(s) could also pursue the Owner through the Court for the return of the tenancy deposit.
- 5.15. If the Owner elects to terminate this Agreement, where applicable (Housing Act tenancies only) the Owner must register with one of the government approved tenancy deposit schemes and provide the Agent with all the information and documentation required to transfer the tenancy deposit to the Owner or the nominated scheme. If the Owner fails to do this the Agent shall return the tenancy deposit to the Tenant(s).
- 5.16. If the Owner elects to terminate this Agreement but retains at least one of the tenant(s) found by the Agent then the Agent fees which are set on the Instruction Form, will remain payable until such time as all tenant(s) found by the Agent have vacated the Property.

6. Full Management Service

- 6.1. If the Owner instructs the Agent on a Full Management Service, this clause 5 shall apply.
- 6.2. In addition to clause 4.14 the Agent will continue to comply with any of the Owner's statutory obligations under Applicable Laws during the tenancy by notifying the Owner of the need for repairs and maintenance to be conducted. Where these inspections generate documents that must be served on the Tenant(s) the Agent will serve these within any relevant statutory time limit.
- 6.3. The Agent agrees to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.
- 6.4. The Owner agrees that the Agent will retain from the initial rental payment a sum of £500.00 (or more if agree with the Owner) which shall be held to create a float ('Float'). The Float shall be replenished to the same level through deductions from subsequent rental payments if necessary. If rent is paid more than one month in advance the Agent may increase the Float to reflect the increased financial exposure of the management service.
- 6.5. The Agent agrees to carry out 2 visits per year to the Property to inspect the state of repair of the Property and to identify as far as reasonably visible, all reasonably necessary works of repair and maintenance. The Owner may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Owner at the rates specified on the Instruction Form and Additional Services and Fees Section. The Agent shall provide the Owner with an inspection report within 14 days of each visit.
- 6.6. The Agent, if agreed with the Owner, agrees to pay outgoing in relation to the Property provided the Agent holds sufficient funds in the Float. The liability for such outgoing remains the responsibility of the Owner and the Agent will not accept any liability for late or missed payments.
- 6.7. The Agent will notify the Owner as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Owner or where the Agent is unable to instruct contractors due to insufficient funds in the Float. For the avoidance of doubt, in this scenario the Owner must either arrange works themselves or transfer sufficient funds to the Agent for the Agent to arrange for works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work, as set out on the Instruction Form. the Agent retains the right to refuse instructions of such work at which point the responsibility for such work will revert to the Owner.
- 6.8. The Owner authorises the Agent to instruct contractors to conduct general repairs and maintenance to the Property up to the value of the Float. The Agent is under no obligation to seek the prior approval of the Owner to arrange such works. These works will be paid for from the Float.
- 6.9. The Agent, except in the case of emergency, shall seek authority from the Owner before instructing contractors to conduct any works which will cost more than the Float. Upon receipt of such instructions from the Owner, the Agent will instruct third party contractors to conduct the work. The Agent reserves the right to request sufficient monies to pay for such works before the Agent acts on the instructions.
- 6.10. In an emergency the Agent will have discretion to incur unauthorised works above £500.00. This discretion will only be exercised where the Agent has tried to contact the Owner on three separate occasions using no fewer than two methods of communication provided to the Agent, and where failure to immediately remedy such works would cause the Owner and/or Tenant(s) far greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from the Owner directly.
- 6.11. The Agent, unless the Owner specifically asks it not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by the Agent as set out in the Additional Services and Fees Section, and the Owner agrees to bear the cost of these as advised by the Agent from time to time. Works estimated to cost more than £10,000.00 (inclusive of VAT) will be chargeable by the Agent at a higher rate and the Owner agrees to bear the cost of this as advised by the Agent.
- 6.12. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.
- 6.13. The Agent agrees to help negotiate, where appropriate, between the Owner and the Tenant(s) if there is a dispute over the tenancy deposit at the termination of the tenancy. The Agent, during this process, will accept all reasonable instructions from the Owner but must also abide by a general doctrine of fairness in all cases. The Owner agrees to bear the cost of the Agent's time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Instruction Form and Additional Services and Fees Section. The Owner is referred to 'The Tenancy Deposit' section of this Agreement for more information.
- 6.14. The Agent will not be responsible for the management of any areas that are not demised to the Tenant(s) as part of the Property.

7. Rent Guarantee

- 7.1. Clauses 7.1 to 7.13 shall apply if the Owner wishes the Agent to provide a rent guarantee service as set out on the Instruction Form.

- 7.2. The Agent shall arrange Rent Guarantee Insurance ("RGI") from a reputable provider in respect of the Property for the duration of the tenancy subject to insurer terms and eligibility criteria.
- 7.3. RGI is intended to provide cover if the tenant(s) fails to pay rent and may include associated legal expenses for possession proceedings, subject to the specific terms of the policy.
- 7.4. The Owner will pay the cost of the RGI the details of which will be provided prior to its commencement. No charge in relation to the RGI will be met by the tenant(s).
- 7.5. The Agent acts as introducer only for the RGI product and does not underwrite or guarantee the performance of the policy.
- 7.6. The Agent may receive certain commission/referral fees or such other financial benefit from the insurer or policy provider as a result of introduced Owners taking out an RGI insurance policy with the provider.
- 7.7. The receipt of commission shall not affect the Agent's duty to act in the Owner's best interests, and the Owner remains free to opt out of the RGI at any time or to arrange alternative cover independently.
- 7.8. No commission or fee relating to the RGI shall be charged to or recovered from the tenant(s).
- 7.9. All claims, exclusions, and limits of cover under the RGI are governed by the insurer's terms.
- 7.10. In the event the Owner decides it no longer wishes to benefit from Rent Guarantee Services, it shall notify the Agent in writing. The Owner accepts that in the event of early termination of a RGI policy, there may be early cancellation or administration fees payable to the Agent and the insurer, and the Owner should refer to the Agent and the RGI policy for full cancellation details.
- 7.11. Where the Owner opts out or fails to pay any payment due for RGI the Agent accepts no liability for rent arrears or losses arising from non-payment of rent by the tenant(s).
- 7.12. The Agent reserves the right to require alternative protections or to decline to offer certain management services or Rent Guarantee Services where RGI is declined or cannot be obtained.
- 7.13. Unless otherwise instructed, RGI insurance shall be renewed concurrently where the tenancy continues, subject to insurer terms of the policy. The Agent shall keep the Owner informed of RGI renewals and premium charges.

8. HMO Licensing & Handling

- 8.1. If the Owner instructs the Agent to handle an HMO licence, this clause 8 shall apply.
- 8.2. The Agent agrees to apply for the HMO licence for the Property, the fee for which shall be advised by the Agent in the Additional Services and Fees Section. The Owner is advised that the local authority will charge a separate fee for the HMO licence which the Owner will be responsible for paying.
- 8.3. The Owner will remain the 'fit and proper person' for the purposes of the HMO licence.
- 8.4. The Owner is advised that legislation and/or local rules may change which render a property as a licensable HMO. In these circumstances it is the Owner's responsibility to agree to amended Services with the Agent. The Agent will endeavour to notify the Owner if a change to legislation/local rules is proposed and/or comes into force so that the Owner can take appropriate action.

9. Vacant Property Care

- 9.1. If the Owner instructs the Agent on a Vacant Property Care Service, this clause 9 shall apply.
- 9.2. The Agent agrees to visit the Property and recommend a monthly fee for a bespoke Vacant Property Care Service, which shall be agreed in writing. The Owner agrees to pay this fee in advance of each month.
- 9.3. The Agent agrees to visit the Property once per month (during normal office hours) and recommend to the Owner any repair or maintenance deemed necessary for the Property, and to seek the Owner's instructions as to the carrying out of such work. Upon receipt of such instructions from the Owner, the Agent will instruct third party contractors to carry out the work required. The Owner agrees that the Agent will charge an administration fee of 15% + VAT (18% incl. VAT) of the net invoice for such works.
- 9.4. The Owner agrees to provide the Agent with funds as advised by the Agent for the Agent to engage third party contractors to carry out agreed works.
- 9.5. The Agent will be responsible for liaising with insurance companies and utility companies where necessary and will attend the Property to allow access for contractors.

10. Renters' Rights Act 2025

- 10.1. This clause 10 applies to Housing Act tenancies following the implementation of the Renters' Rights Act 2025 (RRA).
- 10.2. From 1 May 2026 (the "RRA Date") all new tenancies that fall within the Housing Act regime will be Assured Periodic Tenancies only.
- 10.3. The Owner acknowledges that all existing Housing Act tenancies from the RRA Date will automatically convert to assured periodic tenancies and that no further fixed terms can be agreed.
- 10.4. In consideration for the Agent's fee (which it shall notify to the Owner in writing) The Agent will deal with any administrative requirements set out in the transition provisions to the RRA unless otherwise agreed in writing.
- 10.5. The Owner acknowledges that from the RRA Date the section 21 notice cannot be used and that any possession action must comply with section 8 of the Housing Act and be based on the statutory grounds set out in Schedule 2 of the Housing Act as amended from time to time.

11. Rent in advance

- 11.1. The Owner acknowledges that from the RRA Date any required rent advance is limited to the equivalent of one month's rent under the respective tenancy. The Agent can only receive the rent in advance when the tenancy is entered into, being the date on which the deposit where applicable is paid and both the Owner, or Agent on their behalf, and the tenant(s), have signed the tenancy agreement. The Owner accepts that a legally binding tenancy is entered into at this point and that, regardless of whether the rent in advance is then paid or not, the Agent is legally obliged to give the keys to the Property to the Tenant(s).
- 11.2. In the case of the rent in advance not being paid, this is a breach of the tenancy, and the Agent will apply its debt recovery measures as appropriate. The Owner acknowledges that the Agent is not liable for this payment.

12. Rent increases

- 12.1. Rent increases will be implemented in line with the statutory provisions permitted under the RRA. The Owner accepts that only where the open market allows will a rental increase be available to the Owner. Rent increases are permitted at each anniversary of the commencement of the first tenancy.
- 12.2. For all services, the Agent will contact the Owner after 10 months of the commencement of a Housing Act tenancy to discuss whether a rent increase should be considered for the subsequent 12 months of the continuing tenancy.
- 12.3. Upon instruction from the Owner and in consideration of the Fees outlined within the Additional Services and Fees Section, the Agent shall recommend any rent increase for the Property based on rents of similar properties in the same or similar area and let on comparable terms at the time. The Agent will produce written evidence of the comparables to the Owner and retain such comparables on file for such period as is the Agent's policy for such tenancy related documents.
- 12.4. When a new rent increase is agreed by the Owner, the Agent will notify the Tenant(s) of the proposed increase. The Agent will discuss with the Owner any response received from the Tenant and ensure that where instructed by the Owner to proceed, the required statutory notice is served upon the Tenant(s).
- 12.5. If a tenant(s) challenges the rent increase by making an application to the First-tier Tribunal the Agent will assist with the necessary paperwork to support the intended increase in line with the Agent's Fees outlined within the Additional Services and Fees Section. If the Agent is required to attend a Tribunal hearing, whether by video platform, at the telephone, or in person the Owner shall pay to the Agent the applicable Fees for such attendance.
- 12.6. The Agent will not propose, demand, or facilitate any rent increase or fee that is prohibited by law and will act at all times in accordance with statute and their own professional standards.

13. Pets

- 13.1. The Owner acknowledges that under the RRA, when a tenancy has commenced a tenant has a statutory right to seek consent of the Owner to keep a pet at the Property. This does not affect the Owner's ability to advertise a Property as unsuitable for pets if there are reasonable lawful grounds to do so.

- 13.2. The Agent shall receive and administer pet requests on the Owner's behalf in accordance with the statutory process. Consent to a pet must not be unreasonably withheld, and any refusal must be supported by a reasonable and lawful reason as permitted by the Act and any regulations or statutory guidance in force from time to time.
- 13.3. Where consent is granted and the Tenancy requires amendment or a formal variation to reflect that consent, the Agent may charge a contract variation fee as a permitted payment under the Tenant Fees Act 2019.
- 13.4. The Contract Variation fee will only be charged where a written variation is required and will not exceed £50 (inclusive of VAT) unless the Agent can demonstrate that a higher amount is reasonably required to cover the cost incurred which is likely only to be in exceptional circumstances. The fee shall cover reasonable administrative and professional work involved in drafting, issuing, and recording the variation.
- 13.5. The Owner authorises the Agent to recover this fee from the Tenant, where permitted by law to do so. If this fee cannot be recovered from the Tenant for any reason, then such fee shall be payable by the Owner.
- 13.6. Where consent is refused, the Owner agrees to provide the Agent with clear written reasons for the decision. The Agent shall not be responsible for assessing the legal sufficiency of those reasons unless separately instructed in writing.
- 13.7. Where the Owner fails to provide a reasonable reason for refusal within the statutory timeframe, consent may be deemed granted in accordance with the RRA. The Owner accepts all legal consequences arising from an unreasonable refusal or failure to respond.
- 13.8. The Agent shall not be liable for any loss, claim, or enforcement action arising from the Owner's refusal of consent to a pet where the Agent has acted in accordance with the Owner's instructions and statutory requirements.

14. Fees

- 14.1. The Owner agrees that the Agent's fees shall be payable where the tenant(s) (or an individual introduced as part of a group of tenants) are found as a result of a viewing conducted by the Agent and/or due to the advertising of the Property during this Agreement and/or through a third party's contacts whilst this Agreement is in force. For the avoidance of doubt, in the event the Owner instructs multiple agents to market the Property, if the Agent has conducted a viewing with prospective tenant(s), but the prospective tenant(s) (or an individual introduced as part of a group of tenants) agrees a tenancy for the Property through another agent, the Agent reserves the right to charge a fee in line with the Rent Collection Service fee outlined on the Instruction Form for a period of no less than 12 months payable at commencement of the tenancy. The Agent shall inform the Owner of these fees.
- 14.2. The Agent's fees, together with any other expenses or sums that may be owing to the Agent from the Owner under these Terms, will be deducted from the rent, though the Agent reserves the right to charge the Owner directly for any shortfall. For the avoidance of doubt, in the event the Tenant(s) does not pay part or all the rent to the Agent or otherwise, the Agent reserves the right to invoice the Owner directly for the fee.
- 14.3. For invoicing purposes, the Agent's fees are payable each month in advance with the first payment due with the first day of the tenancy. The Agent reserves the right to change the invoicing period to coincide with the way the rent is paid.
- 14.4. For non-Housing Act agreements only, the Fees detailed with the Instruction Form shall be applicable where, for whatever reason, the tenancy continues beyond the initial fixed term as defined in the tenancy agreement, or where a new tenancy is granted to the tenant(s) (or any such individuals who were part of the previous group of tenants) of the tenancy immediately before the grant, or to a person who was introduced to the Agent or the Owner by such a tenant.
- 14.5. If the fees outlined under this heading are not paid by the Owner by the due dates, interest shall accrue at the rate of 4% per annum above the base rate from time to time of Barclays Bank PLC. If any payments remain outstanding for 21 days or more, the Agent shall be entitled to suspend the Services for the Owner until such sums are paid in full. The Owner agrees to pay all fees incurred by the Agent in collecting outstanding sums.
- 14.6. The Owner agrees that any fees due to the Agent and payable by the tenant(s) under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim the Owner has against the tenancy deposit.
- 14.7. The Agent reserves the right to recover any fees due to them and payable under the terms of the tenancy agreement from the Owner if they cannot be recovered through the tenancy deposit.
- 14.8. VAT will be levied at the prevailing rate. Where fees are quoted inclusive of VAT within this Agreement, the VAT is calculated at the current rate.
- 14.9. The Agent may increase the Fees and any Additional Fees with effect from each anniversary of this Agreement to reflect the increase in costs of providing the Services and any Additional Services. The Supplier shall give the Customer not less than 30 days' prior notice of each increase in Fees or Additional Fees.

15. The Tenancy Deposit

- 15.1. In accordance with the Housing Act 2004 as amended, the tenancy deposit of any Assured Tenancy (non-Assured Tenancies are excluded) must be protected by an approved, recognised scheme.
- 15.2. This is a custodial scheme. This means that the tenancy deposit will be held by the administrator of the Scheme until the Owner and the tenant(s) agree how the tenancy deposit is to be apportioned, or until any dispute between the Owner and the tenant(s) has been resolved.
- 15.3. Non-Housing Act Tenancy Deposits: The deposit does not have to be protected by law. However, the Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme. If a dispute arises you, we or the tenant will contact the Scheme. Then:
 - a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
 - b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
 - c) the parties will have to pay a fee of £500 + VAT (£600 incl. VAT) (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

16. Cancellation

- 16.1. If the Owner is considered a consumer (as defined by Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) and has engaged the Agent's services online, over the telephone, at the Owner's premises or at the Property, then the Owner has a legal right to change their mind (Change of Mind) within 14 days of the date of instruction (Cancellation Period) and in some instances receive a refund of the fees. This is subject to some conditions as stated below.
- 16.2. The right to Change of Mind does not apply:
 - a) If the Owner has instructed the Agent to commence services within the 14-day Cancellation Period, in which case should the Owner change their mind within the Cancellation Period, then the Owner shall be liable to the Agent for the Fees of Services or Additional Services performed from instruction up to the date of cancellation.
 - b) To Owners who are not considered consumers and
 - c) Consumers who engage the Agent at the Agent's premises.
- 16.3. To exercise the right to cancel, the Owner may complete the cancellation form at the end of this Agreement and send it to the Agent either by tracked /registered post or by email to arrive before the end of the 14 days. The Owner may also contact the Agent using the contact details on the Instruction Form.

17. Termination

- 17.1. The Owner may terminate this Agreement by giving three months' written notice to the Agent. The Owner agrees to pay all fees incurred and owed to the Agent under these terms up to the date of termination.
- 17.2. The Agent agrees to prepare and serve on the Owner within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last Statement provided to the Owner.
- 17.3. Any fees payable under these terms shall continue to be payable until the applicable notice period, as set out above, has passed. Notwithstanding clause 14.1, these terms shall continue to apply based on a Rent Collection Service until all tenant(s) found by the Agent have vacated the Property.
- 17.4. The Agent may terminate this Agreement immediately by written notice to the Owner if the Owner is in breach of this Agreement, including non-payment of fees, or where any act or omission on the part of the Owner makes it impractical or impossible for the Agent to continue to provide the Services.
- 17.5. Notwithstanding the above, the Agent may terminate this Agreement by giving three months' written notice to the Owner.

18. Indemnity and Liability

- 18.1. Without prejudice to the generality of this Agreement, the Agent will comply with all reasonable instructions from the Owner from time-to-time in respect of the management of the Property or any part of it.
- 18.2. The Owner will indemnify the Agent from and against all loss and expense the Agent suffers in consequence of any act or omission of the Owner, including legal fees.
- 18.3. The Owner agrees that the Agent is not responsible for non-payment of rent (whether in part or in full) on behalf of the tenant(s).
- 18.4. The Owner agrees that the Agent is not responsible for loss or damage (whether direct, indirect, or consequential) sustained because of the Agent being unable to discharge any liability of the Owner due to having insufficient funds in the Float.
- 18.5. The Owner agrees that the Agent is not responsible for managing or overseeing the Property when there is no tenancy agreement in place unless the Agent is instructed under the Vacant Property Care.
- 18.6. The Owner remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.
- 18.7. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Owner accepts that it is thereafter the Owner's responsibility to collect those keys from the Agent.
- 18.8. In the event that a tenant, or any person or company thereby associated (as defined in section 256 Companies Act 2006) with a tenant(s), or any person introduced by the Agent to the Property, purchases the Property during any tenancy, or within six months of the termination of any tenancy (whether the purchaser was previously a tenant (or an individual introduced as part of a group of tenants) or not) then the Owner agrees to pay to the Agent upon completion of that transaction 2.5% of the agreed sale price plus VAT (3% incl. VAT).
- 18.9. The Owner agrees that if a person who has been introduced by the Agent, or introduced by somebody who was introduced by the Agent, takes a tenancy of the Property by direct arrangement with the Owner, or another agency, within 12 months of that introduction then the Owner agrees to remain liable for the fees associated with the Rent Collection Service for the remaining term of the tenancy.
- 18.10. Upon the Owner signing this Agreement, the Agent shall be deemed to be instructed to sign on the behalf of the Owner all documents necessary to affect an Assured Tenancy, or other tenancy if an Assured Tenancy is not appropriate, of the Property. The Agent will use its reasonable endeavours to notify the terms of such documents and seek the approval of the Owner prior to affecting the same. The Owner accepts that if the Agent is unable to contact the Owner, the Agent may agree to terms it considers reasonably acceptable.
- 18.11. The Owner agrees that any interest incurred on monies being held for the Owner will belong to the Agent, apart from the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.

19. Commissions

The Agent may receive commission from any contractors employed and/or instructed on behalf of the Owner to undertake works and/or repairs to the Property. The commission payment is payable by the contractor and is not owed by the Owner or to the Owner.

20. Limitation of Liability

- 20.1. To the extent that the Owner instructs the Agent for the purposes of its trade, business, craft or profession then the entire liability of the Agent to the Owner under or in connection with this Agreement (whether in respect of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed an amount equivalent to the sums paid, or due to be paid, by the Owner to the Agent for the provision of the Services in the six months prior to the date on which the liability arose.
- 20.2. The Agent shall have no liability to the Owner for any loss, damage, costs, expenses, or other claims arising from any documentation, information or instructions supplied by the Owner which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.
- 20.3. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect in the performance of the Services which are performed other than by the employees of the Agent.
- 20.4. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Owner by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under this Agreement of the provision of the Services.
- 20.5. Notwithstanding clause 16.1 if the Owner is considered a consumer, the Agent is not responsible for losses the Owner may suffer caused by the Agent breaking this Agreement if the loss is:
 - a) Unexpected. It was not obvious that it would happen and nothing the Owner said to the Agent before it accepted the Owner's Instructions meant the Agent should have expected it (so, in law, the loss was unforeseeable).
 - b) Caused by a delaying event outside the Agent's control.
 - c) Avoidable. Something the Owner could have avoided by taking reasonable action, including following the Agent's reasonable instructions or advice.

21. Tax

If the Owner is a UK resident, the Owner is obliged to notify the Agent where they will be living, working, or travelling abroad (outside of the United Kingdom) for more than six months. If the Owner satisfies the above condition, or otherwise lives permanently outside of the United Kingdom, the Owner may become liable for Non-Resident Owner Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide the Owner with an NRL8 Approval Number. The Agent will then deduct the appropriate amount of Non-Resident Owner Tax from any rent paid by the tenant(s) and forward it to HMRC. The Owner is advised to seek their own legal advice in respect of their tax liabilities.

22. Data Protection

- 22.1. The Owner is responsible for ensuring that any personal data (as defined by the General Data Protection Regulation (EU) 2016/679 and as amended by Schedule 1 The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR")) supplied by the Owner to the Agent has been collected within the terms of UK GDPR
- 22.2. The Agent agrees to process any personal data (as defined by UK GDPR) in accordance with the lawful and reasonable written instructions from the Owner. The Agent reserves the right to refuse to provide data where such provision would breach the Agent's obligation to the above Regulation.

23. Force Majeure

The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond their reasonable control.

24. Notices

Any notice or other communications to be given under this Agreement shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery to the relevant addresses stated in this Agreement. Communications shall be deemed to have been received at the time of delivery if delivered by hand or two working days after posting, if posted.

25. Fire Safety (England) Regulations 2022

It is the parties' intentions that for the purposes of The Regulatory Reform (Fire Safety) Order 2005 and The Fire Safety (England) Regulations 2022, the Agent is not to be considered the 'Responsible Person' unless otherwise agreed. Such agreement may incur a fee to be agreed in writing by the parties.

26. General

- 26.1. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be severed, and the remainder of this Agreement shall continue in full force and effect where possible.
- 26.2. The Agent may employ sub-contractors to conduct any part of the Services.

- 26.3. The Owner accepts that the Agent is unable to provide advice in relation to the liability of the Owner for tax on income arising from the letting of the Property and the Owner confirms that it shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Owner when the Property is let, including confirmation of the rental income received. The Owner's attention is drawn to the 'Tax' provisions at clause 22.
- 26.4. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.
- 26.5. Reference to any statute or statutory provision shall be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.
- 26.6. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.
- 26.7. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 26.8. This Agreement shall be governed by the law of England and Wales, and the Owner submits to the non-exclusive jurisdiction of the courts in England and Wales.
- 26.9. This Agreement, including all documents attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.
- 26.10. This Agreement may be amended only by written agreement signed by both the Owner and the Agent. No provisions in this Agreement may be waived except by a written document signed by both the Owner and the Agent. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of this Agreement. Notwithstanding the above, the Agent shall have the right to notify the Owner of an alteration to the Instruction Form by giving not less than three months' notice. The alteration to the Instruction Form shall take effect at the first date at which Fees are owed to the Agent, as per the Fees section above.
- 26.11. If the Agent sells their business to a third party, the Owner consents to the third party providing the Services and abiding by the Terms in place of the Agent, subject always to the Owner's right of cancellation set out in the Terms.
- 26.12. The Agent is a member of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and their registration number is: T12659
- 26.13. The Agent is a member of the Association of Residential Letting Agents and complies with the code of conduct prescribed by that organisation.
- 26.14. The Agent has Client Money Protection with Propertymark.

27. Complaints Procedure

Should you wish to make a formal complaint about any aspect of tlc's service, which you are unable to resolve with the negotiator involved or the branch/department manager, you should write to the Director for the branch in question: Samantha Hossack, tlc Estate Agents, 13 Crescent Place, London SW3 2EA.

This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied you should respond to Jamie Coronna Director of tlc Estate Agents. The same limits will apply.

Following the renewed investigation, you will receive a written statement of tlc's final view. This will include any offer made.

This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Ombudsman for a review. tlc Estate Agents is a member of the Property Ombudsman. <http://www.tpos.co.uk/>

28. Utilities

Oh Goodlord Limited ("Goodlord") has been engaged by the Agent to provide tenancy management services to the Landlord's Property.

The Landlord hereby authorises the Agent to use Goodlord to manage the void period of their property(s). This may result in Goodlord changing the electricity and/or gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired. The Landlord agrees that the Agent may pass the Landlord's name and contact details to Goodlord for the purposes of:

- (a) registering the electricity and/or gas meters at the property with Goodlord's preferred energy supplier, providing electricity and gas to the property and administering the Landlord's account;
- (b) registering the Landlord with the relevant local authority for the payment of council tax; and
- (c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

29. Client Money Handling

tlc Estate Agents have exclusive control over the client money which is held in the below Client Account:

Bank: Lloyds, 1-3 Floor, 39 Threadneedle Street, London, EC2R 8AU

Account Name: tlc Real Est Serv Ltd-Lettings Clic

Sort code: 30-94-92

Account Number: 17598360

Bic/Swift Code: LOYDGB21166

IBAN Number: GB89 LOYD 3094 9217 5983 60

We aim to investigate any unidentified funds within a month of receipt, in order to identify the owner of the client money received. Where the owner cannot be identified after three years from receipt, and all avenues of investigation have been exhausted, we will pay this from a client money account to a registered charity and request a receipt of funds.

All client money paid to a registered charity would be reimbursed to the firm by the registered charity if a beneficiary is subsequently identified.

Full Client Money Handling procedures are available on request or on our Website www.tlclondon.com.

Consumer Owner Cancellation Form for use in the Cancellation Period

To tlc Estate Agents, I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following service:

Address of Property:

Name of Owner(s):

Address of Owner(s):

Signature of Owner(s):

Date:

ADDITIONAL SERVICES AND FEES

The following services are offered in addition to the above and will incur an additional charge if you require them.

The Agent reserves the right to introduce additional administrative or compliance charges where required to meet obligations under 'The Renters' Rights Act 2025.

New Tenancies

- a) Your contribution to our charges for administration and preparing our standard tenancy agreement: £300 + VAT (£360.00 incl. VAT) payable in full at the commencement of the rental term.
- b) £50.00 + VAT (£60.00 incl. VAT) is payable in respect of each reference and right to rent conducted for each individual tenant, occupant or guarantor per tenancy.
- c) An arrangement fee of £50.00 + VAT (£60.00 incl. VAT) will be added to each invoice for any compliance certificates or pre tenancy works that are carried out on your behalf (A full list of applicable services are outlined within our Preparation of Tenancy Price list). Please note, this does not apply to works that exceed £416.67 + VAT (£500.00 incl. VAT) (see clause K below).
- d) Preparation of an inventory and schedule of condition by an independent inventory clerk will depend on the size and style of the Property. Estimates will be given on request.
- e) Registration of the deposit: £10.00 + VAT (£12.00 incl. VAT) per calendar month payable in line with rental payments.
- f) Anti-Money Laundering, Identification Checking & Land Registry Check: £25.00 + VAT (£30.00 incl. VAT) per tenancy

Renewal: Non-Housing Act Tenancies Only

- a) Your contribution to our charges for administration and preparing our standard renewal agreement: £150.00 + VAT (180.00 incl. VAT) payable in full at the commencement of the rental term.

Licensing

- a) HMO, Additional or Selective Licence Application Handling Fee - £500.00 + VAT (£600.00 incl. VAT) per application
- b) HMO Licensing Annual Management Fee - £137.00 + VAT (£162.00 incl. VAT)
- c) Property Visits required to complete the licensing application process - £90.00 + VAT (£108.00 incl. VAT) per visit required

Handling Maintenance

- a) Rent Collection Service: Supervisory fee: 15% + VAT (18% incl. VAT) of the total cost of any work exceeding £500 incl. VAT.
- b) Managed Service: Supervisory fee: 10% + VAT (12% incl. VAT) if we are managing the Property subject to a minimum fee of £50.00 + VAT (£60.00 incl. VAT).

Property Visits

- a) Property Inspections for non-managed properties: £110.00 + VAT (£132.00 incl. VAT)
- b) Visits during a void period of in excess of one month: £90.00 + VAT (£108.00 incl. VAT) per month.
- c) Carrying out additional visits to the Property if we are managing: £90.00 + VAT (£108.00 incl. VAT) per visit during office hours.

Other Charges

- a) Chasing you for unpaid invoices or commission: £30.00 + VAT (£36.00 incl. VAT) per chaser.
- b) Handling each NRL filing in the event that we are not in receipt of an exemption certificate: £100.00 + VAT (£120.00 incl. VAT) (both quarterly and annual, typically 5 filings per year in total)
- c) Handling international / same day bank transfers: £30.00 + VAT (£36.00 incl. VAT) plus cost of transfer.
- d) Service of Section 13 Notice: £245.00 + VAT (£294.00 incl. VAT). If the tenant challenges the rent increase through the First tier Tribunal, additional hourly fees may apply as outlined in the consultancy rates.
- e) Service of Notice to terminate the tenancy: Quote to be requested from Solicitor. An administration fee of £128.00 + VAT (£153.60 incl. VAT) will apply for liaising with the Solicitor and preparing and providing supporting documentation, in addition to any fees charged by the Solicitor. Additional hourly fees may apply as outlined in the consultancy rates.
- f) Tenancy Amendment: Where the Owner requests any amendment to the tenancy agreement or associated documentation, including but not limited to changes to tenants, permitted occupiers or tenancy terms, an administration fee of £75 + VAT (£90.00 incl. VAT) will apply.
- g) Overseas calls, courier deliveries, redirected mail: at Cost. plus a handling fee of £30.00 + VAT (£36.00 incl. VAT) per 15 minutes.
- h) Court attendance as a witness (if required): tlc Executive - £600.00 + VAT (£720.00 incl. VAT) per day / tlc Director - £1,500.00 + VAT (£1,800.00 incl. VAT) per day. This charge can be apportioned with a minimum charge of half a day.
- i) Consultancy is offered on request and will be charged at the rate of £32.00 + VAT (£38.40 incl. VAT) per 15 minutes, plus travel and other reasonable expenses (minimum of one hour). If you require the assistance of a tlc Director, the rate will be charged £90.00 + VAT (£108.00 incl. VAT) per 15 minutes (minimum of one hour). This service includes having extra sets of keys cut, forwarding post to you, fitting and testing smoke alarms and carbon monoxide detectors, transferring utility accounts, arranging safety checks, arranging an EPC or obtaining consents from a superior landlord or lender on your behalf.

Deposit

- a) We will act as your representative to review the check-out against the check-in and discuss with you any deductions to propose to the tenant. We shall then negotiate on your behalf. Please refer to the guidelines of the Tenancy Deposit Scheme independent case examiner for information regarding deposit dispute procedures. Should any remedial works be required we can organise these on your behalf, subject to funds being available, with a view to you being compensated as part of the deposit release process as appropriate. Should you require that we submit evidence to the independent case examiner on your behalf we shall charge £400.00 + VAT (£480.00 incl. VAT) for the preparation of the submission
- b) Deposit handling and return if we are not managing: £32.00 + VAT (£38.40 incl. VAT) per 15 minutes (minimum of one hour).
- c) Alternative Dispute Resolution (ADR) for deposit disputes (Non-Housing Act): £500.00 + VAT (£600 incl. VAT) or 10% of the deposit plus VAT, whichever is greater.
- d) Transferring security deposit to Landlord or Landlord's nominated scheme: £100.00 + VAT (£120.00 incl. VAT).



DECLARATION: I/we confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition affecting the Property or the surrounding area of which I/we are aware of which may affect an applicant's decision to view and/or take a tenancy of the Property except as noted below:

.....

Signed by [INSERT NAME]

Full Name:

Date

Signed by [INSERT NAME]

for and on behalf of tlc Estate Agents

Date