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**RESIDENTIAL LETTINGS AGENCY TERMS AND CONDITIONS  
(FULLY MANAGED)**

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These Terms and Conditions apply when **The Housing Network (“Agent”)** is appointed to secure the management of a residential property on an assured shorthold tenancy and to manage the property during the tenancy. The Terms and Conditions form the basis of the Owner’s contract with the Agent so please read them carefully before signing the Appointment Form.

**1. Definitions**

<b>“Agency Period”</b>	means the Introduction Period and the Management Period;
<b>“Appointment Form”</b>	means the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as agent;
<b>“Commission”</b>	means the sum of the Letting Commission (or as the case may be the Renewal Commission) and the Management Commission, which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract.
<b>“Common Parts”</b>	means the common/shared areas of the building in which the Property forms part and which the Owner has an estate or interest.
<b>“FFHH Act”</b>	Homes (Fitness for Human Habitation) Act 2018.
<b>“HHSRS Regulations”</b>	means The Housing Health and Safety Rating System (England) Regulations 2005 or (if the Property is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2006;
<b>“Introduction Period”</b>	means the period starting on the date this contract comes into force and ending when a tenancy agreement is signed in relation to the Property;
<b>“Letting Commission”</b>	means 0 % inclusive of VAT (0 % plus VAT) of the Rent due in relation to the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, 0 % inclusive of VAT (0 % plus VAT) of the Rent due for the whole term of the tenancy agreement);

<b>“Management Commission”</b>	means 0 % inclusive of VAT (0 % plus VAT) of the Rent due in relation to the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, 0 % inclusive of VAT (0 % plus VAT) of the Rent due for the whole term of the tenancy agreement);
<b>“Management Period”</b>	means the period starting when a tenancy agreement is signed in relation to the Property and ending when this contract is terminated;
<b>“Owner”</b>	means the owner of the Property;
<b>“Property”</b>	means the property identified in the Appointment Form;
<b>“Redress Schemes Order”</b>	means the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014;
<b>“Renewal Commission”</b>	means 0 % inclusive of VAT (0 % plus VAT) of the Rent due in relation to the Property for the year commencing on the expiry of a tenancy agreement (or, if the replacement tenancy agreement has a fixed term of less than a year, 0 % inclusive of VAT (0 % plus VAT) of the Rent due for the whole term of the replacement tenancy agreement);
<b>“Rent”</b>	means the rent payable by a tenant of the Property under a tenancy agreement;
<b>“Security Deposit”</b>	means a security deposit received from a tenant in respect of possible breaches of the tenant’s obligations in the tenancy agreement.

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

## **2. Appointment of Agent**

- 2.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties referred to in clause 3.
- 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 clause 2.1.

### **3. The Agent's Duties**

- 3.1 The Agent shall market the Property for the use under a company let agreement
- 3.2 The Agent shall give the Owner advice on the Property's rental value.
- 3.3 The Agent shall:
  - 3.3.1 if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing; and
  - 3.3.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.
- 3.4 The Agent will be unable to market the Property unless all required compliance documents are available and either:
  - 3.4.1 the Property has an energy efficiency rating between A-E (inclusive); or
  - 3.4.2 a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
  - 3.4.3 A Valid EICR is present
  - 3.4.4 A Valid GSH if required
- 3.5 The Agent shall:
  - 3.5.1 if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out before a tenancy commences in order to comply with:
    - 3.5.1.1 the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998; and
    - 3.5.1.2 the Electrical Equipment (Safety) Regulations 1994 (for appliances purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and
    - 3.5.1.3 the Owner's obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
  - 3.5.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing reports for fixed electrical wiring and appliance testing before they occupy the Property; and
  - 3.5.3 comply with the Owner's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as instructed by the Owner (and at the cost of the Owner) as set out in clause 4.6 of this Agreement.
- 3.6 If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either:
  - 3.6.1 advise the Owner of the hazards and the steps that need to be taken; or
  - 3.6.2 recommend that the Owner seek advice from a suitably qualified person.
- 3.7 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property:

- 3.7.1 in order to minimise the hazards specified in HHSRS Regulations;
  - 3.7.2 in response to a notice or order issued by the local authority under the HHSRS Regulations.
- 3.8 If it appears to the Agent that the Property and/or Common Parts are not “fit for human habitation” as defined in the FFHH Act at any time during the tenancy, the Agent shall either:
- 3.8.1 advise the Owner of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or
  - 3.8.2 recommend that the Owner seek advice from a suitably qualified person.
- 3.9 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been obtained):
- 3.9.1 in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act;
  - 3.9.2 in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;
  - 3.9.3 in response to any claims or proceedings issued by the tenant under the FFHH Act; and
  - 3.9.4 in order to comply with an order issued by the courts under the FFHH Act.
- 3.10 The Agent shall, if requested by the Owner and at the Owner’s cost:
- 3.10.1 arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022;
  - 3.10.2 check that each alarm is in proper working order on the day a new tenancy begins;
  - 3.10.3 carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the tenant; and
  - 3.10.4 carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- 3.11 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for a fire risk assessment to be carried out by a suitably qualified professional, and for all recommendations to be complied with.
- 3.12 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.
- 3.13 The Agent shall gather relevant information from potential tenants which will enable the Owner to consider the suitability of the tenant (and any guarantors) and to take up appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement and shall forward the references to the Owner.

- 3.14 The Agent shall, to the extent that sections 20–37 of the Immigration Act 2014 are in force in relation to the area in which the Property is situated, accept liability for compliance with the requirements of sections 20–37 of the Immigration Act on behalf of the Owner and shall in particular:
- 3.14.1 obtain from the proposed tenant and from any intended adult occupier of the Property the information and documentation required in order to carry out “right to rent” checks on them;
  - 3.14.2 carry out “right to rent” checks in accordance with all relevant Home Office Codes of Practice and guidance;
  - 3.14.3 report the outcome of those checks to the Owner as soon as possible; and
  - 3.14.4 the Agent will not discriminate against any proposed tenants in performing the “right to rent” checks.
- 3.15 If the Property is a House in Multiple Occupation (‘HMO’) the Agent shall, if instructed by the Owner and at the Owner’s cost:
- 3.15.1 Ensure that the Property has the necessary licences required for the Property to operate as an HMO;
  - 3.15.2 Ensure that the Owner’s obligations under the Management of Houses in Multiple Occupation (England) Regulations 2006 and the Management of Houses in Multiple Occupation (Wales) Regulations 2006 are complied with (whichever applies); and
  - 3.15.3 Ensure that the Owner’s obligations in the licence conditions are complied with.
- 3.16 The Agent shall prepare a holding deposit agreement if a holding deposit is to be collected, which shall first be approved by the Owner. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so.
- 3.17 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for:
- 3.17.1 an inventory of the Property [(to include a photographic schedule of condition)] to be prepared by an independent inventory clerk;
  - 3.17.2 the inventory clerk to conduct a “check-in” with the tenant whereby the contents of the inventory are confirmed by the tenant; and
  - 3.17.3 the inventory clerk to conduct a “check-out” with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory and a report [(including a photographic schedule of condition)] is prepared for the Owner.
- 3.18 The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant and shall obtain the Owner’s approval of the draft agreement.
- 3.19 The Agent shall sign the tenancy agreement and complete the tenancy on behalf of the Owner if the Owner instructs the Agent to do so. The Agent shall send the completed tenancy agreement to the Owner and tenant.
- 3.20 The Agent shall not permit the tenant to occupy the Property until the tenant has:
- 3.20.1 signed the tenancy agreement.

- 3.20.2 paid to the Agent in cleared funds the first month's rent;
- 3.20.3 paid to the Agent in cleared funds a Security Deposit equivalent to [five weeks' rent]<sup>1</sup> **OR** [six weeks' rent]; and
- 3.20.4 provided a signed standing order form for future payments of rent to the Agent.
- 3.21 The Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.22 The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- 3.23 The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England" or (if the Property is in Wales) the Welsh Government's publication "A Home in the Private Rented Sector – A Guide for Tenants".
- 3.24 Subject to the Agent possessing the necessary information (such as the names of the providers and the relevant account numbers) the Agent shall notify the Local Authority Council Tax department and any utilities companies and other service providers of the identity of the new tenant.
- 3.25 Subject to the Agent being in funds (either by way of a float provided by the Owner or through rent paid by the tenant) the Agent shall pay outgoings relating to the Property on the following basis:
- 3.25.1 the Agent shall not pay outgoings which fall to be paid by the tenant in occupation of the Property (such as Council Tax, utilities bills and charges for other services such as telephone and broadband) but the Agent shall pay such charges insofar as they relate to a period when the Property was unoccupied.
- 3.25.2 the Agent shall not make any payment unless it has received an invoice or demand.
- 3.25.3 the Agent shall be entitled to accept and pay invoices and demands that appear to be valid.
- 3.25.4 the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.
- 3.26 The Agent shall demand and receive rent on behalf of the Owner in accordance with the terms of the tenancy agreement.
- 3.27 If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property, and sending up to three arrears letters.
- 3.28 The Agent shall inspect the Property every six months and shall report its findings to the Owner.
- 3.29 The Agent shall, if requested by the Owner and at the Owner's cost, conduct more frequent inspections of the Property [(to include photos of the Property from the inspection)] and shall report its findings to the Owner.

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<sup>1</sup> In respect of properties in England, security deposits for new or renewed tenancies caught by the Tenant Fees Act 2019 are to be capped at five weeks' rent for a tenancy with an annual rent under £50,000 or capped at six weeks' rent for a tenancy with an annual rent of £50,000 or more. Security deposits for tenancies in Wales are not currently capped but the Welsh government has the power to introduce caps in the future.

- 3.30 The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 3.31 The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- 3.32 The Agent shall be responsible for the day-to-day management of the Property, and may employ tradesmen to carry out minor repairs, maintenance and replacements, on the following basis:
- 3.32.1 the cost of any maintenance, repairs or replacements shall be borne by the Owner;
- 3.32.2 if the cost of the work on any one occasion is less than £300 the Agent may arrange for the work to be done without reference to the Owner;
- 3.32.3 if the cost of the work on any one occasion is £300 or more the Agent shall contact the Owner to obtain permission to proceed with the work;
- 3.32.4 if the work needs to be done urgently and it is not practicable to obtain the Owner's permission the Agent may arrange for the work to be done without the permission of the Owner.
- 3.32.5 the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing in excess of £1000.
- 3.33 The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).
- 3.34 If there are insufficient funds to pay the Commission or to top up the float the Agent shall notify the Owner of the sum required from the Owner.
- 3.35 [The Agent shall, if requested by the Owner and at the Owner's cost, serve a break notice pursuant to a break clause or a Section 21 notice on the tenant to end the tenancy at the end of the fixed term].
- 3.36 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 3.37 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
- 3.38 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.
- 3.39 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 3.40 The Agent cannot guarantee the suitability of tenants, timely payments, or vacant possession at the end of the tenancy and is not liable to the Owner in respect of these events, or any disputes between the Owner and tenant during the term of the tenancy.
- 3.41 The Agent confirms they are not aware of any personal interest in the Property for the purposes of Section 21 of the Estate Agents Act 1979.

3.42 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

#### **4. The Owner's Commitments**

4.1 The Owner confirms that they are the owner(s) of the Property and are entitled to let it out on an assured shorthold tenancy. The Owner confirms that:

4.1.1 any consent required from a freeholder or superior landlord under the terms of the Owner's lease;

4.1.2 any consent required from the Owner's mortgagee; and

4.1.3 any consent required from the Owner's insurers

has been obtained or will be obtained before any tenancy agreement is signed.

4.2 The Owner confirms that they have a valid insurance policy in place for the Property and contents.

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

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

4.5 The Owner understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:

4.5.1 the Owner shall before a tenancy commences either:

a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or

b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner).

4.5.2 the Owner shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:

a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or

b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner) before the expiry date.

4.6 The Owner understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994 (for electrical equipment purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016). In particular:

4.6.1 the Owner shall ensure that all electrical equipment provided by the Owner at the Property complies with the Regulations; and

4.6.2 the Owner shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as



NICEIC) as to the safety of the electrical installations and appliances at the Property.

- 4.7 The Owner understands their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:
- 4.7.1 the Owner shall arrange, or instruct the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property at intervals of no more than 5 years;
  - 4.7.2 the Owner shall provide the Agent with the report from a qualified and competent electrician;
  - 4.7.3 for existing tenancies, the Owner shall supply, or instruct the Agent to supply a copy of the report to each tenant within 28 days, and if requested by the local housing authority, within 7 days of request;
  - 4.7.4 the Owner and Agent shall keep a copy of the report and give it to the person carrying out the next inspection;
  - 4.7.5 the Owner shall supply, or instruct the Agent to supply a copy of the most recent report to: 1) a new tenant before occupation; and 2) a prospective tenant within 28 days of a request from the prospective tenant;
  - 4.7.6 if the report requires further investigation or remedial work, the Owner shall carry out, or instruct the Agent to carry out (at the cost of the Owner), the further investigation or any remedial work which must be carried out by a qualified and competent person within 28 days of the report or as otherwise stated; and
  - 4.7.7 the Owner shall supply to the Agent written confirmation of completion of such further investigative or remedial work along with the report to the existing tenant and also to the local housing authority within 28 days of the work being carried out.
- 4.8 The Owner understands their responsibilities under the Regulatory Reform (Fire Safety) Order 2005 as amended. The Owner may instruct the Agent to arrange for a fire risk assessment to be carried out, and to arrange for the recommendations in the assessment to be complied with at the cost of the Owner.
- 4.9 The Owner understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Owner).
- 4.10 If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 4.11 The Owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Owner shall comply with those obligations.
- 4.12 The Owner is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.

- 4.13 The Owner is aware of the statutory obligations placed on residential landlords by the FFHH Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Owner will also comply with any orders issued by the courts under the FFHH Act.
- 4.14 The Owner understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022. In particular:
- 4.14.1 the Owner shall before a tenancy begins either:
- a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
  - b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner).
- 4.14.2 the Owner shall either:
- a) check that each alarm is in proper working order on the day a new tenancy begins; or
  - b) instruct the Agent to conduct such a check (at the cost of the Owner).
- 4.14.3 the Owner shall either:
- a) carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the tenant; or
  - b) instruct the Agent to conduct such repairs (at the cost of the Owner).
- 4.14.4 the Owner shall either:
- a) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; or
  - b) instruct the Agent to carry out such remedial action (at the cost of the Owner).
- 4.15 The Owner understands that they are responsible for obtaining any licences which are legally required before letting the Property.
- 4.16 If the Property is an HMO, the Owner understands that they are responsible for:
- 4.16.1 obtaining any licences which are legally required before letting the Property;
- 4.16.2 complying with obligations under the Management of Houses in Multiple Occupation (England) Regulations 2006 and the Management of Houses in Multiple Occupation (Wales) Regulations 2006 (whichever applies); and
- 4.16.3 complying with any obligations/conditions in the licence.
- 4.17 The Owner shall pay to the Agent in accordance with these Terms and Conditions:

- 4.17.1 the Commission; and
- 4.17.2 any other charges identified in the Appointment Form or otherwise agreed between the Owner and the Agent.
- 4.18 If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.
- 4.19 At the commencement of a tenancy the Owner shall provide the Agent with a float of £300 to meet expenditure on behalf of the Owner.
- 4.20 When requested by the Agent the Owner shall add further sums of money to the float so that it remains at £300.
- 4.21 The Owner shall notify the Agent if the Owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
- 4.22 The Owner understands their obligations under the [Tenant Fees Act 2019] OR [Renting Homes (Fees etc.) (Wales) Act 2019] as Landlord and will comply with these obligations.
- 4.23 The Owner understands that they are legally responsible for the Property meeting all statutory requirements.
- 4.24 The Owner confirms that they will give all instructions to the Agent in writing.
- 4.25 [If the Owner requests for the Agent to serve a break notice pursuant to a break clause, or a Section 21 notice on the tenant to end the tenancy at the end of the fixed term, the Owner must give at least 2 weeks' written instructions to the Agent before the notice must be served. The Owner understands that the Agent will not commence court proceedings to obtain a possession order].
- 4.26 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of it being held out as the Owner's agent.
- 4.27 The Owner understands that all minor repairs must be completed within 7 working days and all major repairs must be done within 72 hours,
- 4.28 The Owner understands that should the heating system go down and the agent is asked to provide temporary accommodation, this is done at the cost of the owner at £10 per heater per day,
- 4.29 The Owner understands that should repairs not be done within the time scales and tenants have to be moved out, that this is at the cost of the owner and that should the property become uninhabitable the tenants & agent has the right not to pay rent for that period.

## **5. Duration and Termination of Agency Contract**

- 5.1 The contract between the Owner and the Agent shall come into force on the date specified in the Appointment Form and shall continue until terminated, subject to the following provisions.
  - 5.1.1 the Agent shall cease to promote, market, advertise or solicit tenants for the Property;

- 5.1.2 the Letting Commission shall be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);
  - 5.1.3 clause 6 (Renewal or Continuation of Tenancy) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);
  - 5.1.4 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).
- 5.2 During the Management Period either party may terminate the contract by giving to the other not less than 6 months written notice, to expire at or any time after the end of the first 12 of the term of the tenancy agreement.
- 5.3 Upon the termination of the contract between the Agent and the Owner during the Management Period:
- 5.3.1 the Agent shall cease to manage the Property;
  - 5.3.2 the Management Commission shall cease to be payable;
  - 5.3.3 Letting Commission shall become payable in full (with credit being given for the monthly instalments paid prior to termination);
  - 5.3.4 clause 6 (Renewal or Continuation of Tenancy) will continue to apply;
  - 5.3.5 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).
- 5.4 The rights to terminate the contract given by this clause 5 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 5.5 If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than << >> months written notice to the Agent within << >> days after the notice from the Agent was given, to terminate the contract.

## **6. Renewal or Continuation of Tenancy**

- 6.1 The Agent shall contact the Owner and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.
- 6.2 If the tenant remains in occupation after the expiry of the original tenancy agreement:
  - 6.2.1 the Renewal Commission shall become payable in place of the Letting Commission; and
  - 6.2.2 the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.
- 6.3 The Renewal Commission is payable:

- 6.3.1 in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and
- 6.3.2 where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

## **7. Complaints and Redress**

- 7.1 In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.
- 7.2 The name of the Agent's redress scheme is [The Property Ombudsman] [The Property Redress Scheme].
- 7.3 A copy of the Agent's complaints handling procedure may be obtained on request.

## **8. Nature of Agreement**

- 8.1 The contract between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 8.2 These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 8.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the 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 invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

## **9. Notices and Service**

- 9.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:
  - 9.1.1 delivering it by hand;
  - 9.1.2 sending it by pre-paid registered first class post; or
  - 9.1.3 sending it by e-mail, telex, cable, facsimile transmission or comparable means of communication;to the other party at the address given in clause 10.4.
- 9.2 Any notice or information given by post in the manner provided by clause 10.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 5 day after the envelope containing it was so posted;

and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

- 9.3 Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in clause 10.1.2 to the other party at the address given in clause 10.4 within 24 hours after transmission.
- 9.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at 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. Anti-Money Laundering Regulations**

The Agent is required by law to identify and verify the identity of the Owner. If satisfactory identification of the Owner cannot be provided or verified, the Agent may be prohibited by law from acting as the Owner's agent and performing its duties in accordance with clause 3 of this agreement.

## **11. Data Protection**

- 11.1 The Agent confirms that all personal data will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("the UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
- 11.2 For complete details of how the Agent collects, processes, stores, and retains personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Owner's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Agent's Privacy Notice which is available from [people@thn.co.uk](mailto:people@thn.co.uk)

## **12. VAT**

These Terms and Conditions and Appointment Form detail the Agent's fees inclusive of VAT and exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Owner of the change.

## **13. 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.

## **14. Jurisdiction**

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