

This Agreement consists of the following sections:

Section 1 - About You - this section sets out your and the Property details.

Section 2 - Lettings Services Fees - this section details the Lettings Services Fees due to Us.

Section 3 - Lettings Services - this section sets out our appointment as lettings agent by You and describes the different service types which are available to You.

Sections 3.1 - 3.10 apply to all service types.

Section 3.11 applies to both the Rent Collection and Fully Managed Service.

Sections 3.12 - 3.15 apply to the Fully Managed Service only.

Section 4 - Your Responsibilities - this section sets out Your responsibilities under this Agreement.

Section 5 - Your Responsibilities as a Landlord - as a Landlord You have responsibilities to your tenant and these are set out in this section of the Agreement.

Section 6 - Definitions - this section explains some of the terminology used in this Agreement.

Section 7 - General Terms and Conditions - this section includes some standard terms and conditions which apply to all sections of this Agreement and all services provided by Us under this Agreement.

Section 8 - Confirmation of Services, Declaration and Signing - this section is where You confirm Our instructions in connection with the letting of the Property and is where you and we sign the Agreement. It also sets out some key consequences of signing this Agreement and the cancellation rights that You may have under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Section 9 - Notice of Right to Cancel - this section applies where You have a right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The Agreement is a legally binding document and it is important that You read and understand the terms and conditions that will apply before signing.

1 About You

A Lettings Agency Agreement made between:

ANTHONY JAMES ESTATE AGENTS of Charlotte House, 35-37 Hoghton Street, Southport, PR9 0NS

and the Landlord(s):

Landlord (s) Full name: {landlord_full_name}
Correspondence Address: {Landlord_online_address}
Email Address: {landlord_email}
Mobile: {landlord_mobile}

in respect of: Address of Property to let: {prop_online_address}
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Fee Table:

2 Lettings Services Fees

2.1 VAT

2.1.1 All fees are inclusive of VAT at the prevailing rate.

2.2 Find a Tenant

2.2.1 Where We introduce a Tenant who enters into a Tenancy Agreement to rent the Property, you agree to pay us the Find a Tenant Fee on the signing of the Tenancy Agreement. The Find a Tenant fee is dependent upon the service type You have selected. Our scale of fees is set out on page 1.

2.2.2 The Find a Tenant Fee is payable in respect of any Tenant whom We introduce to You whether or not the tenancy is finalised by Us.

2.3.3 Where You appoint Us as the sole agent in connection with the initial letting of the Property and You subsequently let the Property to a Tenant who is not introduced to You by Us at any time during the period We are appointed as Your sole agent, You may be required to pay Our reasonable costs and charges (up to a maximum of **one weeks rent**) in connection with the marketing and letting of the Property up to when You notified Us that the Property has been let.

2.3 Monthly Fee

2.3.1 Where You have selected to receive the Rent Collection Service or the Fully Managed Service, You agree to pay Us the Monthly Fee throughout the period(s) the Property is tenanted. Our scale of fees is set out on page 1.

2.4 Renewal Fee

- 2.4.1 Where an existing tenancy is renewed or extended beyond its initial term, You agree to pay Us the Renewal Fee where We assist with the negotiation of the renewal or extension and prepare a further Tenancy Agreement between You and the Tenant. Your contribution is **£42 inclusive of vat.**
- 2.5 Additional Fees**
- 2.5.1 Depending on the service type you select to receive, certain services will be included but subject to fees which are additional to those set out in sections 2.2 - 2.4 Further details regarding each additional service (& the relevant fee) are set out in the remainder of the agreement.
- 2.6 General**
- 2.6.1 You agree all Fees and charges shall be deducted from rental income and where We hold insufficient funds, you shall pay any shortfall to Us. Where You have selected to receive the Tenant Find Service, you agree that We shall deduct Our Fees from the initial rental payment collected from the Tenant and You shall pay any shortfall to Us prior to the commencement of the tenancy.
- 2.6.2 Where any Fees are outstanding, we may choose how to apply monies received by You or on Your behalf against any outstanding Fees.
- 2.6.3 All Fees and charges are fixed for the duration of the initial term of the tenancy. On any renewal or re-let, our standard fee rates at that time shall apply. Where this results in an increase in Fees, we shall notify You in writing at least two months prior to the change and if You do not wish to proceed, You may exercise Your right to terminate this Agreement pursuant to section 7. If You do not exercise Your right to terminate, it shall be deemed that You have accepted the change at the end of the termination period.
- 2.6.4 Where You decide to sell the Property and We enter into a separate sales agreement to provide You with estate agency services in connection with the sale, You agree We shall be entitled to charge You a sales commission fee in accordance with the terms of the estate agency agreement.
- 2.6.5 Interest accruing on funds held by Us before transfer to Your account will be retained by Us.
- 3 Lettings Services**
Available to all service types
- 3.1 Rental Value**
- 3.1.1 We shall recommend an appropriate market rental on the Property and take Your instructions prior to marketing the Property.
- 3.2 Marketing Services**
- 3.2.1 We shall market the Property to inform prospective tenants of its availability. Unless You instruct Us otherwise, marketing may include advertising the Property in branches, via email and telephone, online (including on Our website and selected property portals) and/or in the local press.
- 3.2.2 You consent to Us erecting a “To Let” and a “Let By” board (as applicable) at the Property. You shall inform Us of any restrictions preventing the placing of a board at the Property.
- 3.2.3 We shall arrange for prospective tenants to view the Property. We will either accompany prospective tenants to the Property or arrange a mutually convenient time for them to meet You at the Property to conduct viewings.
- 3.3 References**
- 3.3.1 We shall obtain a credit reference report from a credit reference provider to assist in our assessment on the suitability of any tenant applicant. If you withdraw the property after we have commenced such checks, you will be liable for these reasonable costs up to a maximum equivalent to 1 weeks rent inclusive of vat.
- 3.3.2 The report shall include a summary of any adverse information located following a review of the applicant’s existing credit history along with an authenticate score which measures the identity of an applicant based on the information provided.
- 3.3.3 Where the applicant does not fully meet the referencing criteria, a guarantor may be required. We shall obtain a credit reference report for the prospective guarantor and We shall only proceed with the letting where the guarantor receives a satisfactory rating and signs a contract of guarantee.
- 3.3.4 You are notified that:
- 3.3.4.1 the credit reference report arranged by Us is based on the information supplied by the Tenant, referees, guarantors (where applicable) and information obtained from various public records. In addition, neither We nor the credit reference provider shall be responsible for any error, inaccuracy or omission in that information nor are We or the credit reference provider liable for the consequences of any recommendation made where such information contains errors, inaccuracies or omissions;
- 3.3.4.2 any rating provided in relation to any applicant is based on generic criteria and is not a guarantee that the applicant will meet all of their liabilities to You. These criteria may not be suitable for all situations and You should ensure that You do not base Your decision solely on the results of the credit reference. You should take in to account all information available to You in assessing the suitability of any proposed tenant or guarantor and should not rely solely on the credit reference. Should You require more information on the criteria applied in order to generate a ‘rating’ please contact Us;
- 3.3.4.3 no contract exists between You and the credit reference provider and any queries or complaints in relation to the tenant report should be directed to Us; and 3.3.4.4 the maximum liability of Us and/or the credit reference provider to You in relation to any issue with the tenant report (whether such claim is brought under tort, contract or breach of statutory duty) shall be limited to £50.
- 3.3.4.4 Where the applicant pays a holding fee, you agree that this payment will be retained by the Agent to cover the agents costs if the application is withdrawn or references are un-satisfactory.
- 3.4 Right to Rent**
- 3.4.1 We shall carry out right to rent checks on the applicant and any other adult occupier of the Property that We have written notice of prior to the commencement of the tenancy.

- 3.4.2 During the term of a tenancy, further right to rent checks will be required: i) on a change of occupancy and/or ii) where an occupant only has a time limited right to rent, shortly before 12 months following the previous check or shortly before the end of the occupier's permission to stay, whichever is later.
- 3.4.3 Checks on a change of occupancy. Where You have selected to receive a Fully Managed Service, we shall commence right to rent checks on a new adult occupier promptly following receipt of their details. Where You have selected to receive a Rent Collection Service, we shall only commence right to rent checks on any new adult occupier where You instruct Us to do so. We shall commence such checks promptly following receipt of their details.

In all other circumstances (including where You receive the Tenant Find Service), it is Your responsibility to carry out such checks in accordance with the Immigration Act 2014 (as amended).

- 3.4.4 Further checks for occupiers with a time limited right to rent. Where You have selected to receive a Fully Managed Service, we shall carry out further checks on occupants with a time limited right to rent. Where You have selected to receive a Rent Collection Service, we shall only carry out further checks on occupants with a time limited right to rent where You instruct Us to do so.

In all other circumstances (including where You receive the Tenant Find Service), it is Your responsibility to carry out such checks in accordance with the Immigration Act 2014 (as amended).

3.5 Tenancy Agreement

- 3.5.1 We shall prepare a written Tenancy Agreement which includes the prescribed information in accordance with the current legislation.
- 3.5.2 Where You select to supply the Tenancy Agreement, you must provide this to Us at least 7 days before the tenancy is due to commence. In the event You fail to do so, or the Tenancy Agreement provided is not in Our opinion compliant with current legislation, We reserve the right to use Our form of Tenancy Agreement.

3.6 Utilities and Local Authorities

- 3.6.1 Where You instruct Us prior to the commencement of the tenancy, we shall notify utility suppliers (excluding telephony and broadband providers) and the relevant local authority of the change of occupancy. Where the supplier is unable to accept notification from Us, we will notify You so that You can make the notification.

3.7 Utility supply by Our preferred supplier

- 3.7.1 To assist in the management of gas and/or electricity supply to the Property at the beginning of a tenancy and during untenanted periods, we can arrange for the Property's gas and/or electricity supply to be provided by a preferred supplier.
- 3.7.2 Where You instruct Us, prior to the commencement date of an agreed tenancy and/or when a tenancy end date has been agreed, We will, on Your behalf, arrange for the gas and/or electricity to be transferred to our current preferred Energy Supplier with effect from the tenancy commencement or tenancy end date.
- 3.7.3 Your instruction does not prevent the supplier of gas and/or electricity being changed by You or the Tenant at any time.
- 3.7.4 Where You instruct Us, You acknowledge and agree that upon the registration of the gas and/or electricity supplier to the Property, We may receive a commission from the Energy Supplier.
- 3.7.5 Where you instruct Us, You acknowledge and agree that we may receive commission, referral fee or a mark-up when arranging an EPC or gas safety.

3.8 Commencement of Tenancy, Inventory and Checkout

- 3.8.1 Unless instructed otherwise, We shall handover the keys to the Property to the Tenant on the commencement of the tenancy.
- 3.8.2 An inventory is recommended as it documents in writing the condition and contents of the Property at the start and end of the tenancy. We can arrange for an inventory to be prepared. It shall be prepared by Us or on Your behalf by an inventory clerk. The cost of an inventory varies depending on the size of the Property and the level of furnishings. For further details and costs, please see the fees on Page 1.
- 3.8.3 Where you instruct Us to provide a check-out service, we shall check the Tenant out of the Property on termination of the tenancy. Unless we are instructed otherwise, we shall arrange for the Tenant to be checked-out against the initial inventory and send You a copy of the report detailing any damage or unreasonable wear and tear. Where We have not been involved in the preparation of the inventory, the checkout shall not be prepared by the Agent unless agreed.
- 3.8.4 The inventory and check-out services are mandatory for Landlords receiving a Fully Managed Service. The Fee applicable for each service is set out on page 1. The check-out service also includes an assessment of costings, arranging for repairs/replacements to be carried out and contacting the Tenant to request payment in cases where there are insufficient funds held in the Tenant's security deposit to meet the costs of any damage and/or unreasonable wear and tear.
- 3.8.5 Where you select Rent Collection or Tenant Find service on page 11 this inventory service is optional.

3.9 Expiry of the Initial Term

- 3.9.1 In accordance with the terms of the Tenancy Agreement, we shall review the rent and seek your instruction in relation to the same. Where this results in a rent increase, you agree to pay us the Rent Review Fee of **£42 inclusive of vat.**
- 3.9.2 We shall seek Your instructions on whether to terminate or renew a tenancy approximately 10 weeks prior to the expiry of the initial term. On Your instruction, we will serve notice of termination on the Tenant. Where you provide verbal instructions, we will confirm Your instruction in writing.
- 3.9.3 Where you and the Tenant agree to renew or extend the tenancy, we shall prepare a new Tenancy Agreement and You agree to pay Us the Renewal Fee of **£42 inclusive of vat.**
- 3.9.4 Where the Tenant does not renew the Tenancy or You have served a notice of termination and You have informed Us You intend to immediately re-let the Property, We shall recommend an appropriate market rental for the Property and take Your instructions prior to marketing the Property for re-let.

3.10 Personal Interest

3.10.1 You are advised that there may be circumstances where We instruct contractors to carry out works at the Property where We or Our employees have an interest in the person carrying out the works. Please see section 3.12.6.

Applicable to Rent Collection and Fully Managed Services only:

3.11 Rent Receipt

- 3.11.1 We shall put in place arrangements to collect the rent in accordance with the terms of the Tenancy Agreement and transfer such funds (less Our agreed Fees and expenses) into Your nominated bank/building society account within 10 working days of receipt of cleared funds.
- 3.11.2 We shall send Your rental statements electronically to the email address(es) on page 1 unless You advise Us otherwise.
- 3.11.3 Where the Tenant fails to pay any sum due under the Tenancy Agreement, We will notify You and the Tenant (and where applicable, the guarantor) that such monies are outstanding and follow Our current credit control processes to recover rental payments but unless non-payment is due to our act or omission, We are not liable for any non-payment of rent and it shall be Your responsibility to take any further steps which are required to recover such monies. Please see section 7.13.1 which includes further information about Rent Protection Policies.

Applicable to Fully Managed Service only:

3.12 Repairs and Maintenance

- 3.12.1 We will instruct contractors on Your behalf to attend to day-to-day maintenance and repair work at the Property. All such works shall be performed at Your expense. 3.12.2 You authorise Us to instruct contractors on Your behalf to carry out works up to a maximum of **£200**.
- 3.12.2 We will obtain Your prior permission if the cost of the works shall exceed **£200**. However, in an emergency and/or where we otherwise reasonably consider it necessary, you authorise us to incur all reasonable costs and charges required for the necessary works to be carried out at your expense.
- 3.12.3 You agree We can deduct monies from the rental receipts to maintain a reserve of **£200** to settle funds incurred for maintenance and repair. Where any works exceed the amount held in reserve, you agree we may deduct such funds from future rental receipts or require you to pay such funds within 5 working days.
- 3.12.4 We will only instruct contractors from Our approved contractors list, unless otherwise agreed with You. Where you require works to be carried out by your preferred contractor, you are responsible for ensuring that they have the required qualifications and suitable insurances and for paying any sums due to the contractor.
- 3.12.5 Depending on the nature of the works, we may obtain up to two quotes for maintenance works unless you instruct us to obtain more. If you require us to obtain in excess of two quotes, you agree to pay Us the Additional Fee of **£30 inclusive of vat**.
- 3.12.6 Where the Landlord instructs the Agent to organise maintenance work in excess of £1000.00 a charge will be payable for arranging such work. The charge will be the equivalent to 10% of the net cost of the work (**12% inclusive of VAT**).
- 3.12.7 Where the Landlord decides to use his own contractor, the Agent accepts no liability.

3.13 Non-Routine Managed Services

3.13.1 Where We are required to provide non-routine management services (including, but not limited to, in the event of a fire, flood or subsidence at the Property) You agree to pay Us for Our services which shall be charged at Our Hourly Rate of **£15**.

3.14 Transfer of Management at the Property

3.14.1 Where we are instructed to provide a Fully Managed or Rent Collection Service in respect of a Property that is currently tenanted, you agree to pay us the Transfer of Management Fee of **£90 (inclusive of vat)**.

3.15 Property Visits

- 3.15.1 We shall make at least one routine visit to the Property in each 6-month period of a tenancy. Such visits are not intended to be a detailed condition survey or an inventory check and the sole purpose is to confirm that from a visual inspection the Tenant(s) appear to be complying with the obligations contained in the Tenancy Agreement. If we cannot, for whatever reason, access the Property to complete this visit, We will let you know and seek Your further instructions.
- 3.15.2 Where We make additional visits in accordance with Your instructions You agree to pay Us the Additional Property Visit Fee of **£30 inclusive of vat**.

4 Your Responsibilities

4.1 Fees

4.1.1 You shall promptly pay Our Fees and charges as detailed in this Agreement.

4.2 Landlord’s details

4.2.1 You shall keep Us informed at all times of any changes to Your contact details including Your address, telephone number(s), email address and Your residential status (please see section 4.6 below).

4.3 Consents

4.3.1 Where the Property is subject to a mortgage or if You are a leaseholder, You are responsible for obtaining written consent to let from the mortgage lender, freeholder and / or leaseholder (where applicable) prior to formal creation of a tenancy.

4.4 Buildings and Contents Insurance

4.4.1 It is Your responsibility to advise the insurer of the Property of Your intention to let the Property and to maintain full buildings insurance cover. This includes during untenanted periods.

4.5 Confirmation of ownership

4.5.1 You confirm that You are the legal owner(s) of the Property and where the Property is held with other person(s), that You have the full consent and authority of all other persons who may have any beneficial interest to act as their agent to enter into this Agreement.

4.6 Taxation

4.6.1 Rental income arising from the letting of the Property is assessable for tax. You should obtain advice on Your tax obligations from a tax adviser.

Non-Resident Landlords

Recipients of Fully Managed and Rent Collection Service only

4.6.2 If You are or at any time become resident abroad for six months or more in a tax year (1 April - 31 March) ("Non-Resident Landlord"), You agree to notify Us immediately of the change in Your residential status and confirm this to Us in writing as soon as possible thereafter.

4.6.3 Where you are or you become a Non-Resident Landlord, We are required by HMRC to deduct tax from Your net rental income and make quarterly payments of Your retained tax unless a valid HMRC approval form, NRL8, is provided to Us in respect of each Landlord. It is Your responsibility to obtain approval by completing a form NRL1i, NRL2i or NRL3i (as appropriate) and submitting this to HMRC.

4.6.4 You agree to pay Us the Quarterly Submission Fee of **£42 Inclusive of VAT** every time We submit a quarterly return of tax to HMRC.

Recipients of Tenant Find Service only

4.6.5 You acknowledge that it is Your responsibility to inform the Tenant if You are or You become a Non-Resident Landlord and the Tenant becomes liable for the collection of tax.

4.6.6 It is Your responsibility to obtain approval by completing a form NRL1i, NRL2i or NRL3i (as appropriate) and submitting this to HMRC.

4.7 Payment of outgoings

4.7.1 It is Your responsibility to pay any outgoings in connection with the Property (including, but not limited to, ground rents, service charges and any other approved maintenance charges).

5 Your Responsibilities as a Landlord

You agree that as the Landlord of the Property, You will undertake the following and we will not be liable for such matters unless We agree in writing to carry out such matters on Your behalf:

5.1 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)

5.1.1 Where the Property is furnished, you must ensure that all upholstered furniture and furnishings comply with the regulations (including ensuring that they meet specified ignition resistance levels and are suitably labelled).

5.2 Electrical Equipment (Safety) Regulations 1994

5.2.1 You are responsible for ensuring that any electrical appliances and installations at the Property comply with current safety legislation. You should ensure that such appliances and installations are safe and We recommend that they are checked regularly.

5.2.2 Where available, you shall provide Us and the Tenant with any current inspection documentation prior to the commencement of any tenancy and upon a new inspection being carried out.

5.2.3 We can arrange for an Electrical Installation Condition Report and/or Portable Appliance Testing to be carried out at the Property. The cost of such works is Your responsibility. In addition, you agree to pay Us the Electrical Installation Condition Safety Report Arrangement Fee and the Portable Appliance Test Arrangement Fee of **£24** (as applicable).

5.3 Part "P" Building Regulations (Electrical Safety in Dwellings)

5.3.1 The aforementioned regulations require that installations of and/or additions and/or alterations to certain electrical installations in a dwelling house or flat are notifiable and must be completed by a registered competent person or certified by a registered third-party certifier or a building control body.

5.3.2 You are responsible for ensuring that all notifiable works carried out at the Property are carried out by a person registered with an approved self-certification scheme. 5.3.3 Where we instruct a contractor from Our approved contractor list on Your behalf, We shall instruct a person registered with an approved self-certification scheme to complete the notifiable works and the costs of such works is Your responsibility.

5.3.3 Where we instruct a contractor from Our approved contractor list on Your behalf, We shall instruct a person registered with an approved self-certification scheme to complete the notifiable works and the costs of such works is Your responsibility.

5.4 Gas Safety (Installations and Use) Regulations 1998

5.4.1 You are responsible for ensuring that gas fittings and flues at the Property are maintained in a safe condition.

5.4.2 You are responsible for ensuring that a safety check is carried out by a Gas Safe registered engineer on each appliance and flue within 12 months of being installed and at intervals of no more than 12 months thereafter. You shall provide Us and the Tenant with a copy of the latest safety check record for the Property (which must be less than 12 months old) prior to the commencement of any tenancy and upon a new safety check record being obtained.

5.4.3 If You have not provided the safety check record documentation 7 days prior to the commencement or renewal of a tenancy and/or the expiry of the current safety check record, We reserve the right to initiate any such works reasonably required to ensure that the gas fittings, appliances and flues in the Property comply with the aforementioned regulations. You agree to pay Us the cost of the Gas Safety Certificate of **£80 inclusive of vat**.

5.4.4 The cost of any additional work is your responsibility.

5.5 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

5.5.1 It is Your responsibility to ensure that smoke and carbon monoxide alarms are installed at the Property and comply with the aforementioned regulations. A smoke alarm must be installed on each storey of the Property and a carbon monoxide alarm must be fitted

in any room containing a solid fuel burning appliance. Such alarms must be checked by You (or Your appointed representative) on the commencement date of each tenancy.

5.5.2 We reserve the right to use a nominated contractor to:

5.5.2.1 install smoke and carbon monoxide alarms in the Property. The cost of such works shall be Your responsibility.

5.5.2.2 check smoke and carbon monoxide alarms in the Property on the commencement date of any tenancy

5.6 Water and Bacterial Control (Legionnaires)

5.6.1 The Approved Code of Practice issued by the Health & Safety Executive contains requirements and guidance that applies to tenanted residential properties. It is Your responsibility to ensure risk from exposure to legionella at the Property is properly assessed and controlled and You shall provide a copy of the written risk assessment to Us on request. At Your specific request and expense, we can arrange for the Property to be assessed and any remedial action to be taken. You agree to pay us the Water and Bacteria testing Fee of **£60 includes vat** which covers the cost of the assessment. Any remedial works will be subject to a separate charge which will be communicated to You prior to the works being carried out.

5.7 EPC

5.7.1 You are responsible for ensuring that there is a valid EPC for the Property and that the required Energy Performance documentation is made available to Us. The Property cannot be marketed without a valid EPC.

5.7.2 We reserve the right to use a nominated contractor to provide an EPC for the Property, should You fail to provide a current EPC on request.

5.7.3 The cost of such work is Your responsibility. In addition, You agree to pay Us the cost of the EPC **£80**.

5.8 HMO and Selective Licensing

5.8.1 If the Property is classed as a HMO or otherwise requires a selective licence in order to be let, you must ensure that the Property is registered and the necessary licence is obtained from the local housing authority. You must provide a copy of the current licence or an acknowledgement that Your application has been received by the local authority to Us prior to the commencement of a tenancy.

5.9 Maintenance and Repair

5.9.1 You are responsible for the repair and upkeep of the Property which includes:

5.9.1.1 keeping in repair the structure of the Property (including drains, gutters and external pipes);

5.9.1.2 keeping in repair and proper working order the installations in the Property for the supply of water, gas and water and for sanitation; and

5.9.1.3 keeping in repair and proper working order the installations in the Property for space heating and heating water.

5.10 Deregulation Act 2015

5.10.1 You are responsible for compliance with the provisions in the Deregulation Act 2015 regarding the Prevention of Retaliatory Evictions and the Housing Health and Safety Rating System particularly in relation to category 1 and 2 health and safety hazards.

5.10.2 If we receive a complaint from the Tenant regarding the condition of the Property and we are instructed to provide a Fully Managed Service, We will provide an adequate written response within 14 days of the date of receiving the Tenant's complaint. You agree to Us instructing an approved contractor on Your behalf to attend to maintenance works at the Property following the receipt of a complaint. The cost of such works shall be Your responsibility. Please see section 3.12.6.

5.11 Right to remove - Fully Managed Service only

5.11.1 In the event that We discover furniture or furnishings or electrical appliances or gas appliances do not comply with current safety legislation, We will notify You and where no action is taken, We reserve the right to remove and replace such items with a reasonable equivalent (or, in the case of gas appliances, the right to decommission such appliances) at Your expense.

5.11.2 As well as your obligations to pay our commission or fees we may also receive a commission, payment, fee or other reward or other benefit (known as a referral fee) from ancillary service providers for recommending their service to you.

5.12 Tenancy Deposits

5.12.1 You are required to protect security deposits for all AST with a government authorised tenancy deposit protection scheme within 30 days of receipt. Failure to do so may result in You being:

5.12.1.1 prevented from recovering possession of the Property; and

5.12.1.2 ordered to repay the deposit to the Tenant or into a tenancy deposit scheme and pay a fine of up to three times the deposit amount.

5.12.2 We are a member of the The Tenancy Deposit (TDS) Scheme.

5.12.3 The Tenancy Deposit (TDS) Scheme. is administered by: The Dispute Service Limited, PO Box 1255, Hemel Hempstead, Herts HP1 9GN, Phone: 0845 226 7837, Web: www.tds.gb.com, Email: deposits@tds.gb.com

5.12.4 Where you instruct us to hold the security deposit for an AST, We will hold it as stakeholder and in accordance with the terms of the Tenancy Deposit (TDS) Scheme. Further details of the Tenancy Deposit Scheme can be found at www.tds.gb.com. Where we provide a Fully Managed or Rent Collection Service, We will always hold the security deposit. You agree to pay Us the annual Deposit Registration Fee as set out on page 1.

5.12.5 Where you hold the security deposit, you must comply with the tenancy deposit legislation (including protecting the security deposit and providing the Tenant with the prescribed information). The Agent will only transfer the deposit to you or your scheme once you have provided the Agent with the certificate.

5.12.6 At the end of the tenancy, You and the Tenant should jointly agree the apportionment of any deductions from the security deposit. e.g. for costs or compensation for damage, or for breaches of or failure to comply with the Tenant's obligations. No deduction can be made from the deposit without the written consent of both You and the Tenant.

- 5.12.7 Where an agreement regarding how the security deposit should be apportioned is reached, the parties must notify Us in writing. Where we are holding the security deposit, we will keep any amounts agreed as deductions where expenditure has been incurred on Your behalf and repay the balance of the security deposit to the Tenant within 10 calendar days.
- 5.12.8 In the event of a dispute, the deposit holder must remit the disputed amount to **The Tenancy Deposit (TDS) Scheme**. Failure to do so will result in The Tenancy Deposit Scheme taking action to recover the deposit and discipline the deposit holder. You agree to pay Us the Dispute Fee of **£120 inclusive of vat** where We are required to submit a security deposit to The Tenancy Deposit Scheme. If the matter is referred to the Court and we are requested to attend proceedings on Your behalf, You agree to pay Us the Court Attendance Fee of **£35 per hour inclusive of vat**.
- 5.12.9 If You intend to sell or transfer the legal interest in the Property, it is Your responsibility to inform Us and the Tenant in writing in advance of the sale and ensure that the tenancy deposit is dealt with in accordance with the relevant tenancy deposit protection scheme rules.
- 5.12.10 We will be entitled to deduct from the security deposit at the termination of the tenancy any costs We have incurred as Your agent under the Tenancy Agreement and for which the Tenant is liable to pay or to recover such costs from the Tenant direct.
- 5.12.11 Where We take over the management of the Property while it is tenanted, any tenancy deposit which has already been protected shall remain protected under the existing tenancy deposit scheme. As Landlord, You shall remain liable at all times for ensuring the tenancy deposit is protected.

5.13 Alternative to Tenancy Deposits

As an alternative to a security deposit, the Tenant(s) may purchase a ZDG.

Zero Deposit Guarantee

- 5.13.1 Where, following an introduction by Anthony James Estate Agents, the tenant purchases a Zero Deposit Guarantee (“ZDG”) from Zero Deposit (“ZD”) which is the trading name of Global Property Ventures Limited, and the Tenant maintains the ZDG throughout the rental period in substitution of the Deposit referred to in Clause 5.12
- You the Landlord accepts that the ZDG will be subject to the ZDG documentation which will be provided to the Landlord by ZD and is also available by contacting help@zerodeposit.com: and Where You have provided Your consent and the Tenant(s) purchase a ZDG, We will not collect a security deposit in connection with the letting of the Property unless We are subsequently informed that a security deposit is required. At the end of the tenancy, You and the Tenant should jointly agree the proportion of monies to be paid by the Tenant to You (e.g. for costs or compensation for damage, or for breaches or failure to comply with the Tenant’s obligations).
- In the event of a dispute, You are referred to Your ZDS Guarantee Beneficiary documentation. It is Your responsibility to make notifications to Zero Deposit within the necessary time periods in order to progress any claim.
- Where a Tenant purchases a ZDG, We shall be entitled to receive a commission from Zero Deposit.

5.14 Incorrect Information

- 5.14.1 You warrant that all the information provided to Us is correct to the best of Your knowledge and belief. In the event that You provide incorrect information which causes Us to suffer loss and/or causes legal proceedings to be taken, You agree to reimburse and compensate Us for all reasonable losses incurred by Us as a result of Your acts/omissions.

6 Definitions

In this Agreement, the following words have the meanings outlined below:

‘**Agreement**’ means this Lettings Agency Agreement between You and Us;

‘**AST**’ means Assured Shorthold Tenancy;

‘**Data Protection Laws**’ means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018 and the GDPR together with binding guidelines and codes of practice issued from time to time by relevant supervisory authorities;

‘**EPC**’ means Energy Performance Certificate;

‘**Fees**’ means all fees due to Us under this Agreement;

‘**Fees Table**’ means the list of Our Set Up Fee, Monthly Fee and Renewal Fee set out on page 1 of this Agreement;

‘**GDPR**’ means Regulation (EU) 2016/679 of the European Parliament of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time;

‘**HMO**’ means House in Multiple Occupation;

‘**Inventory Fees Schedule**’ means the scale of fees for preparing an inventory as appended to this Agreement;

‘**Joint and Several**’ means that You are personally liable to pay Our Fee even if You have signed this Agreement on behalf of Yourself and any other owner(s) of the Property. We have the right to choose from which of the owner(s) of the Property We recover Our Fees;

‘**Non-Resident Landlord**’ has the meaning given in section 4.6;

‘**Property**’ means the property being offered for rent as set out on page 1 of this Agreement;

‘**Tenancy Agreement**’ means the agreement through which a tenant agrees to rent the Property from the Landlord;

‘**Tenant**’ means the person or persons who enter into an agreement with the Landlord to rent the Property;

‘**TPO**’ means The Property Ombudsman;

‘**Us, Our or We**’ means Anthony James Estate Agents;

‘**You, Your and the Landlord**’ means the landlord(s) of the Property as set out on page 1 of this Agreement; and

‘**Anthony James Estate Agents**’ means your-move.co.uk Limited.

‘**ZDG**’ means a Zero Deposit Guarantee, a guarantee for Your benefit arranged by Zero Deposit and provided by Great Lakes Insurance SE.

‘**Zero Deposit**’ is a trading name of Global Property Ventures Limited which is an appointed representative of Resolution Compliance Limited.

7 General Terms and Conditions

7.1 Instruction of Third Parties

7.1.1 Where We instruct third parties on Your behalf, we are acting as Your agent. We do not accept liability for any actions or omissions of the third parties other than those which may arise through Our negligence, omission or failure. Where We intend to sub-contract any element of our service, we shall inform You and shall remain liable for the performance of the services as if they were carried out by Us.

7.2 Authority

7.2.1 You provide Us with the authority to sign all legal documents in connection with matters arising from this Agreement on Your behalf. The following section tells You when either You or We may terminate the Agreement. IMPORTANT - You may also have a short-term statutory right to cancel this Agreement, see sections 8 and 9 for more about this.

7.3 Ending this Agreement

Your right to terminate this Agreement

7.3.1 You may terminate this Agreement at any time prior to the signing of a Tenancy Agreement with a new Tenant by giving Us written notice provided:

7.3.1.1 You reimburse Us for all actual costs incurred in the marketing and letting of the Property up to a maximum of **one weeks rent inclusive of vat** and

7.3.1.2 Where an offer of tenancy has been made, you reimburse the applicant for any reasonable costs they have incurred.

7.3.2 Where We implement an increase in Fees pursuant to section 2.6.3 or otherwise amend the terms of this Agreement pursuant to section

7.3.2.1 You shall have a period of two months from the date of Our written notice to terminate the Agreement. You shall not be required to pay the Withdrawal Fee if the existing Tenant continues to rent the Property.

Your and Our right to terminate this Agreement

7.3.3 Either party may terminate this Agreement on the termination of a tenancy by giving the other party one months' prior written notice. Where you terminate the Agreement and the Tenant continues to rent the Property, you shall be required to pay the Withdrawal Fee of **1 month's rent inclusive of VAT**.

7.3.4 Either party may terminate this Agreement on the termination of a tenancy by giving the other party one months' prior written notice. Where you terminate the Agreement and the Tenant continues to rent the Property, you shall be required to pay the Withdrawal Fee of **1 month's rent inclusive of VAT**.

7.3.5 The rights to terminate this Agreement given by section 7.3 shall be without prejudice to any other right or remedy either party may have against the other in respect of the breach concerned (if any) or any other breach and clauses (requirement to pay) and (right to bring a claim) shall continue in force notwithstanding termination.

7.4 Nature of this Agreement

7.4.1 This Agreement consists of sections 1 - 9 (inclusive).

7.4.2 We may transfer all rights and obligations under this Agreement in circumstances where Your rights under this Agreement are not materially affected.

7.4.3 You may transfer all rights and obligations under this Agreement to another person who has the legal right to let the Property.

7.4.4 This Agreement supersedes all previous written agreements between the parties in respect of the Property.

7.4.5 From time to time, We may notify You of proposed changes to this Agreement to reflect Our latest terms of business. We shall notify You at least two months, or such other shorter period as permitted by legislation or regulation, prior to the change coming into effect. If You object to the change(s), You may exercise Your right to terminate the Agreement pursuant to section 7. If You do not exercise Your right to terminate, it shall be deemed that You have accepted the changes at the end of the termination period or upon the introduction of the new legislation or regulation, whichever is earlier.

7.4.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

7.4.7 Subject to the limitations of liability contained in this Agreement. each party reserves the right to bring a claim against the other for losses, damages or costs arising from any breaches of this Agreement or other liabilities relating to this Agreement.

7.4.8 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England and Wales. All disputes arising out of or relating to this Agreement or any non - contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

7.5 Notices

7.5.1 Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by pre-paid post to the last known address of the relevant party.

7.5.2 Any notice given by post pursuant to clause 7.5.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

7.6 TPO, ARLA Propertymark and Client Money Protection

7.6.1 We are members of TPO which is there to protect Your interests and We abide by TPO Code of Conduct. We will disclose any information relating to the letting of the Property in the event that TPO requests it. TPO website is www.tpos.co.uk. We are also a member of ARLA Propertymark and the Propertymark Client Money Protection Scheme.

7.7 Copyright

7.7.1 We retain copyright in all advertising material used to market the Property and reserve the right to use these for marketing initiatives including social and sharing sites following the let of the Property. In the event You do not wish Us to use such material, please notify the branch in writing.

7.8 Complaints

7.8.1 Should You encounter any problems with Our service, we have in place a complaints procedure. For further details, please ask in branch or visit Our website.

7.9 E-signature

7.9.1 This Agreement may be signed electronically and by any number of counterparts, each of which when signed and dated will be an original and any counterparts together will constitute one and the same agreement.

7.10 Compliance with applicable laws

7.10.1 Both parties agree to perform their obligations under this Agreement in accordance with all applicable laws and regulations.

7.11 Liability

7.11.1 You will be responsible for all claims, liabilities, damages and costs suffered or incurred by Us as a result of Your breach or default of the discharge of Your obligations under this Agreement.

- i) Except for any legal responsibility that We cannot exclude in law (such as for death and personal injury), We are not legally responsible for losses that:
 - a. were not foreseeable to You and Us when the Agreement was formed;
 - b. that were not caused by any breach on Our part;
 - c. business losses; or
 - d. losses to non-consumers.

If You are in doubt about Your liability or any other aspect of this Agreement, You may wish to seek legal advice.

7.12 How personal information about You will be used

7.12.1 Where We handle Your personal information, We will do so in accordance with Data Protection Laws. If You would like more detailed information on how We handle Your personal information You can read Our Privacy Notice which can be found at www.your-move.co.uk/help/privacy-policy or request a copy of Our Privacy Policy from Your local branch.

7.13 Landlord’s Insurance As part of Our service, on receipt of an application to let the Property, our insurance team can contact You to discuss the benefits of two key policies available to all landlords:

7.13.1 Rent Protection and Legal Costs Insurance The purpose of this cover is to protect Your rental income in the event that the Tenant(s) default on their rent payments and to cover possession proceedings in the event that You need to evict the Tenant(s) on mandatory grounds. Should You decide not to take up the Rent Protection and Legal Costs Insurance then You accept that should the Tenant(s) default on the rent payments: -

- You will be deprived of rental income during the default period;
- subject to section 3.11, it will be Your responsibility at Your cost to chase the Tenant(s) for arrears, and
- it will be Your responsibility to instruct a solicitor to take court action to evict the Tenant(s) and meet all the costs of this action.

7.13.2 Buildings and Contents Insurance

We offer a range of products which are exclusive to Us and include the following types of cover:-

- Property insurance including:-
 - Accidental and Malicious damage cover;
 - Loss of rent if the Property becomes uninhabitable; and
 - Liability cover (for example where the Tenant(s) sues You for damages for injuries and suffering caused by tripping over a loose carpet);
- Contents insurance for furniture, carpets and furnishings;
- Legal expenses cover including tenant disputes; Home emergency with 24/7 access to approved tradesmen for emergency repairs and no excess; and Portfolio insurance for landlords with multiple properties.

8 Confirmation of Services, Declaration and Signing

Service Type		
You instruct Us to provide the following Service (please tick):		
Fully Managed Service <input checked="" type="checkbox"/>	Rent Collection Service <input type="checkbox"/>	Tenant Find Service <input type="checkbox"/>

Appointment Type		
You instruct Us as (please tick):		
Your Sole Agent <input checked="" type="checkbox"/>	for <input type="checkbox"/> weeks (the “Sole Agency Period”) (see clause 2.2.3)	or Multi agent <input type="checkbox"/>

Utilities	
Do You instruct Anthony James Estate Agents to transfer the gas and / or electricity supply at the Property as contemplated in section 3.7?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Inventory and Checkout

Anthony James Estate Agents to instruct an Inventory Clerk to prepare an Inventory? (Compulsory for Fully Managed Service)	Yes	No
Anthony James Estate Agents to instruct an Inventory Clerk to carry out a Check Out? (Compulsory for Fully Managed Service)	Yes	No

Non-Resident Landlords

Do You, or Do You intend to live, work or travel abroad for more than 6 months in any one tax year? Yes No

If yes, confirm dates You shall be overseas:

Electrical Reports

Anthony James Estate Agents to arrange for an Electrical Installation Condition Report to be prepared? Yes No

Anthony James Estate Agents to arrange for Portable Appliance Testing at the Property? Yes No

Gas

Does the property have gas? Yes No

Where You have ticked Yes, select one of the following:

Landlord to arrange the annual gas safety check for the Property (Landlord to provide a copy of the current gas safety certificate at least 7 days prior to the commencement of the tenancy); or

Anthony James Estate Agents to arrange for a gas safety engineer to conduct the relevant gas safety checks

Smoke Alarms

Who shall arrange for the installation of Smoke Alarms at the Property?

Landlord to arrange

Anthony James Estate Agents to arrange on Landlord's behalf

Who shall arrange a check of the Smoke Alarms on the Property on the first day of each Tenancy?

Landlord to arrange

Anthony James Estate Agents to arrange on Landlord's behalf

Carbon Monoxide Alarms - for rooms with solid fuel appliances

Who shall arrange for the installation of Carbon Monoxide Alarms at the Property?

Landlord to arrange

Anthony James Estate Agents to arrange on Landlord's behalf

Who shall arrange a check of the Carbon Monoxide Alarms first day of each Tenancy?

Landlord to arrange

Anthony James Estate Agents to arrange on Landlord's behalf

Water and Bacterial Control (Legionella)

Anthony James Estate Agents to arrange a Water and Bacterial Control Check Report at the Property? Yes No

EPC

Anthony James Estate Agents to arrange an EPC for the property Yes No

Where You have ticked no confirm the following:

Property is exempt (state reason)

We have a valid EPC (insert EPC reference number and a copy)

EPC to be supplied elsewhere (state provider and supply a copy).....

Licensing

Is the Property classed as a HMO or otherwise requires a selective licence in order to be let? Yes No

If yes, provide a copy of the necessary licence or licence application number

Security Deposits

The Security Deposit shall be protected in a scheme by ANTHONY JAMES ESTATE AGENTS LANDLORD

Where You have ticked Landlord, provide the name of the deposit scheme to be used:

Will You allow a Tenant to purchase a ZDG in place of providing a security deposit? Yes No

Notice of the Right to Cancel

Was this Agreement signed away from Our Office? Yes No

Where You have ticked yes above You have the right to cancel this Agreement by giving notice in writing or via email. You may exercise this right to cancel within 14 days. There is a sample notice for You to use at section 9. If You wish for Us to begin performing the services before the end of the 14 day cancellation period then You may still cancel if You wish, however You will have to pay for whatever part of the services We have already supplied, e.g. marketing costs etc. This may be the full Set Up Fee where the services have been fully performed prior to Your cancellation, but will not exceed it.

Do You wish for Us to begin supplying the services before the expiry of the cancellation period? Yes No

Landlord's Bank Details:

Account Name:

Bank Name:

Bank Address:

Account Number:

Sort code:

Building's Management Company Details (block manager):

Name of Agent:

Address of Agent:

Telephone:

Email:

Consequences of signing the Agreement

You agree with Us that:

- You have sought all necessary consents for the letting;
- You are the sole owner of the Property or, where it is held jointly, You have the full consent and authority of all other persons who may have a beneficial interest, as their agent, to retain Us and let the Property;
- You are personally, and where You have signed on behalf of someone else, Jointly and Severally, liable for the Fees and any other costs / charges agreed and incurred by Us on Your behalf.

It is important that You read and understand the terms and conditions that will apply to this Agreement before signing. If there is any term that You do not understand or do not wish to agree to then please discuss with one of Our representatives.

It is important that You read and understand the terms and conditions that will apply to this Agreement before signing. If there is any term that You do not understand or do not wish to agree to then please discuss with one of Our representatives.

SIGNED by the LANDLORD(S) :-

{landlord_esignature_block}

SIGNED by the AGENT

{negotiator_esignature_block}

9 Notice of the Right to Cancel

Where this Agreement is signed away from Our office, You have a right to cancel this Agreement. Please see below for further information on Your right to cancel.

Right To Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, You must inform Us, **ANTHONY JAMES ESTATE AGENTS**, by post to: Charlotte House, 35-37 Hoghton Street, Southport, PR9 0NS or by e-mail to: rentalspm@ajestateagents.co.uk of Your decision to cancel this contract by a clear statement (eg. a letter sent by post or by email). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired. Where any service has been fully performed prior to Your cancellation, you will be liable for the fee for that service and you will lose the right to cancel that service.

Effects of cancellation If You requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from this Agreement in comparison with the full coverage of the Agreement.

Model Cancellation Form

To: **ANTHONY JAMES ESTATE AGENTS of Charlotte House, 35-37 Hoghton Street, Southport, PR9 0NS**
Email: rentalspm@ajestateagents.co.uk

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of services as detailed in the Lettings Agency Agreement ordered on:

Name of Landlord(s):

Address of Landlord(s):

Signature/s (only if this form is notified on paper): Date

**Delete as appropriate*