

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

Terms of Appointment

Walker Jarvis Ltd.

Estate Agents, Letting and Property Managers, Chartered Surveyors

Important: This document explains what we will do for you as your letting agent, the services we will provide and the fees payable for those services. It also sets out your responsibilities as landlord. Together with the Confirmation of Services document, it is intended to create a legally binding agreement between us and, by signing, you agree to be bound by all the terms in this Agreement. Therefore, you should read them very carefully and only sign if you agree to be bound by them.

Commission Fees

Under these terms of appointment you will be liable for payment of commission for the initial period of the Tenancy **and also** any renewals, extensions, new agreements or where the Tenant remains in occupation as a periodic tenant after the Fixed Term.

Full details of all fees are set out in Schedule 1.

DEFINITIONS

1. The following definitions apply in this Agreement:
 - 1.1. Any definitions in this agreement in the singular shall include the plural and any reference to the masculine shall include the feminine and vice versa.
 - 1.2. 'Agent' 'we' or 'us' means the Agent making this agreement with you whose name and registered office are set out in the Confirmation of Services document.
 - 1.3. 'Agreement' means this agreement which sets out our full terms of appointment and records all the terms agreed between us. It incorporates the 'Confirmation of Services' document for each Property.
 - 1.4. 'AST' means Assured Shorthold Tenancy as defined by the *Housing Act 1988* (as amended).
 - 1.5. 'Check out Report' means the document prepared at the end of the Term detailing the condition of the Property and its contents.
 - 1.6. 'Confirmation of Services' is the document that sets out the services you have asked us to provide to you and the Properties it relates to. It forms part of this Agreement.
 - 1.7. 'Deposit' means any money paid by the Tenant and held as security for the performance of their obligations under the Tenancy.
 - 1.8. 'Inventory' means the document (usually prepared at the start of the tenancy) that details the condition of the Property and lists all of the Landlord's possessions in it. The Inventory may include a Schedule of Condition.
 - 1.9. 'Joint and several liability' means that each person (or legal entity) is fully responsible for the performance of all the obligations under this Agreement.
 - 1.10. 'Landlord', 'you' or 'your' means the person/s or other legal entity entering into this Agreement with us including any successors in title. Where there is more than 1 Landlord you are all jointly and severally liable for all obligations, warranties and representations contained in this Agreement.
 - 1.11. 'Property' means any property (or properties) described in the Confirmation of Services documents in relation to which you have instructed us to provide the services set out

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

in this Agreement. It includes all parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord including use of common parts and access ways where the Property is part of a larger building.

- 1.12. RICS means Royal Institution of Chartered Surveyors. We are RICS members and abide by the RICS code of core professional and ethical standards.
- 1.13. 'Schedule of Condition' means the document (usually prepared before the start of the Tenancy Agreement with the Inventory) which describes the condition of the property and its contents.
- 1.14. 'Scheme' means an authorised tenancy deposit protection scheme (set up in accordance with the *Housing Act 2004* and operated under a service concession agreement with the government) administered by The Dispute Service Limited.
- 1.15. 'Stakeholder' means a person or body who holds the deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the court.
- 1.16. 'Statutory Time Limit' means the time limit set out in the *Housing Act 2004* (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
- 1.17. 'Tenancy Agreement' means the contract entered into between you and a Tenant for the rental of a Property.
- 1.18. 'Tenant' means any person or legal entity entitled to possession of the Property under a Tenancy Agreement.
- 1.19. 'Term' or 'Tenancy' means the fixed term of the Tenancy Agreement together with any extension, renewal, replacement agreement, continuation or statutory periodic tenancy arising after the end of the fixed term.
- 1.20. 'Working Day' means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the *Banking and Financial Dealings Act 1971* or any customary or public holiday in England and Wales.

2. APPOINTMENT AND SERVICES

- 2.1. You have appointed us to act as your letting agent. The services you have instructed us to provide for you are set out in the Confirmation of Services document. The fees and commission payable for those services are set out in Schedule 1. Schedule 2 sets out a summary table of each of our services. The table is for guidance only.
- 2.2. If we are instructed on a sole agency basis, you agree that we will be the only agency instructed to market and let the Property for the fixed period of sole agency set out in the Confirmation of Services document. You may end the sole agency at any time after the end of the fixed period by giving us 2 weeks' notice in writing. The sole agency will continue after the end of the fixed period until you give us such notice.
- 2.3. If you have not instructed us on a sole agency basis or the sole agency period has ended we will act on a multiple agency basis. If you instruct us on a multiple agency basis we will market the property for the period set out in the Confirmation of Services document. You may end the multiple agency at any time after the end of the fixed period by giving us 2 weeks' notice in writing. The multiple agency will continue after the end of the fixed period until you give us such notice.

3. LETTING ONLY SERVICE

- 3.1. When we are instructed only to find Tenants for the Property we will do the following:
 - 3.1.1. Inspect the Property and advise you of our opinion of the current market rent achievable.
 - 3.1.2. Advise you of any obvious repairs or maintenance issues which appear necessary in preparation for letting.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 3.1.3. Market and promote the Property to prospective Tenants by the means we consider most appropriate including the creation of property particulars and advertising materials, displaying particulars in any of our promotional materials and offices, and by internet, portal and newspaper advertising.
- 3.1.4. Erect 'To Let' boards at the Property if appropriate and where possible, provided no exclusions or restrictions on erecting boards apply. It is your responsibility to notify us of any such exclusions or restrictions. You agree to the letting boards remaining in position for 14 days after the beginning of the Tenancy.
- 3.1.5. Arrange viewings of the property and accompany prospective Tenants on viewings.
- 3.1.6. Supply the prospective Tenants with the Energy Performance Certificate (EPC).
- 3.1.7. Negotiate with prospective Tenants to achieve the highest possible rent reasonably obtainable and agree terms of letting in accordance with your instructions.
- 3.1.8. Obtain Tenant references in accordance with clause 6 below.
- 3.1.9. Arrange for a tenancy to be drafted and executed in accordance with clause 6 below.
- 3.1.10. If specifically instructed by you to do so we will arrange for a guarantor agreement to be executed to guarantee the performance of the Tenants' obligations under the Tenancy using our standard form of guarantee.

4. LETTING AND RENT COLLECTION SERVICE

- 4.1. Where we are instructed to let the property and collect the rent, in addition to the Letting Only services, we will do the following:
 - 4.1.1. Arrange for Inventory and Schedule of Condition to be prepared in accordance with clause 7.
 - 4.1.2. Hold a deposit on your behalf in accordance with clause 8.
 - 4.1.3. Collect the rent due from the Tenant under the Tenancy Agreement. Any sums collected will be held in accordance with the RICS Members' Accounts Regulations until payment to you. We will use our best efforts to arrange for the Tenant to pay us by standing order.
 - 4.1.4. Pay the balance to you monthly, after deduction of all sums payable under this Agreement, into your nominated bank account by BACS upon receipt of cleared funds. Where any payment is received by cheque funds will be treated as cleared 5 working days after deposit.
 - 4.1.5. Provide regular account statements and any further information reasonably needed by you or your legal representatives in pursuing any claim for rent arrears or possession of the Property.
 - 4.1.6. Provide a monthly statement showing all sums received and paid under the terms of this Agreement.
 - 4.1.7. Attempt to obtain payment of rent if the Tenant is late in making payment. We will do so by any combination of email, text, letter and telephone. We accept no liability for any failure by the Tenant to pay rent unless such failure is caused by our negligence or breach of contract.
 - 4.1.8. We will arrange for service of any statutory notice under section 8 and/or section 21 of the *Housing Act* 1988, notice exercising any break clause or a notice to quit if the tenancy is not an AST when expressly instructed by you to do so for the fee set out in Schedule 1. We will not serve any notices without your express instructions. If you wish to end the Tenancy at the end of the fixed term notice under section 21 must be served at least 2 months before the end of the Term. We cannot be held liable if for any delay in possession if you do not give us sufficient time to serve any notice.
If any breaches of the agreement by the Tenant result in legal action becoming necessary you are responsible for instructing solicitors or other legal representatives and paying any associated fees and disbursements. You authorise us to provide such records and information as may be requested by your legal representatives.
 - 4.1.9. Our fees for assisting in any legal claim you bring against the Tenant are set out in Schedule 1. Nothing in this agreement obliges us to assist in the preparation of any

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

claim or to attend any court or tribunal. We may decline to do so if, in our sole opinion, the claim is unreasonable in nature or amount.

5. FULL MANAGEMENT SERVICE

- 5.1. When we are instructed on a full management basis we will do the following (in addition to the Letting Only and Letting and Rent Collection Services):
 - 5.1.1. Act as the central point of contact for the Tenant and contractors or suppliers of services to the Tenant and the Property
 - 5.1.2. Notify the local authority and the water utilities when the Tenancy starts and request them to transfer the accounts to the Tenants. To enable us to do so you must provide us with contact details and account numbers for each supplier and you will need to pay any outstanding charges.
 - 5.1.3. Pay outgoing for the Property that you instruct us in writing to pay and which are sent to us (such as ground rent and service charges for leasehold properties). It is your responsibility to notify any parties to whom regular outgoing are paid that we are acting as your agent. We will pay any demands in full unless there are obvious mistakes and provided that we have funds to pay. We are not responsible for verifying the provision of any services to which demands relate or for any consultation or negotiations relating to the amounts of charges made.
 - 5.1.4. Deal with day to day management of the Property including arranging for routine maintenance and repairs or other minor works required to comply with your contractual, statutory or regulatory obligations up to the amount of our authority. You must notify us at the commencement of this Agreement if you have any warranties, service contracts or insurances in place that may provide cover for works of maintenance we may undertake under this Agreement.
 - 5.1.5. By signing this Agreement you authorise us to instruct contractors on your behalf and agree to reimburse us any fees and expenses incurred as well as pay our fees as set out in Schedule 1.
 - 5.1.6. We will seek your authority in advance to incur expense for works above our authority level set out in the Confirmation of Services. You agree to pay us in advance for any such works.
 - 5.1.7. On receipt of payment (or authority to deduct from funds already held in the rent account) we will arrange for suitably qualified contractors to carry out the works and for payment of their fees.
 - 5.1.8. If you require us to use a particular contractor or if you have any service contracts, insurance, or warranties that may cover the work in question you must notify us at the time of providing confirmation of instructions to proceed with the works. If works must be carried out by qualified or approved contractors (e.g. Gas Safe registered engineers) we will require evidence of qualification or approval and any insurance before instructing them. We reserve the right to refuse to instruct any contractor unable to prove appropriate qualification, approval or insurance.
 - 5.1.9. In the case of an emergency where we have been unable to contact you for prior approval, we reserve the right to carry out works in excess of our authority limit where we reasonably believe doing so is necessary to prevent injury to the Tenant or any occupier, loss or damage to you or the Property or to comply with any statutory requirements. You agree to reimburse us the cost of such works and pay our fees set out in Schedule 1 promptly on demand.
 - 5.1.10. We will try to arrange a mutually convenient time for contractors to meet with the Tenant at the Property to undertake any work on your behalf.
 - 5.1.11. We will liaise with the Tenant where they are required to carry out maintenance or other works under the terms of the Tenancy.
 - 5.1.12. We will endeavour to visit the Property 6 monthly to carry out an inspection to identify any obviously visible damage, defects or breaches of the Tenancy. We accept no responsibility for any hidden or latent defects in the Property. If you instruct us to carry out additional visits you agree to pay the fee set out in Schedule 1. If we are unable to

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

gain access to the Property because of refusal by the Tenant we will inform you promptly, and if it becomes necessary to take legal action to gain access, you will be responsible for the cost of the proceedings.

- 5.1.13. We will arrange for the Property to be professionally cleaned if instructed by you at the beginning of the Tenancy and/or at the end. We will advise you if, in our opinion, professional cleaning is required.
- 5.1.14. We will supervise the property when it is empty only if you instruct us separately to undertake a caretaking service for which we will charge our fees set out in Schedule 1. Supervision during void periods is not included in our Letting Only service.
- 5.1.15. See clauses 21.2, 21.3 and 22 for the terms on which sub-contractors are instructed by us and the limitations on our liability. In addition, we are not liable for any loss or damage caused by any delay by you in providing authority or funds as required by clause 5.1.6 or for any failure by you in notifying us of any warranties, service contracts or insurances that may apply to any works undertaken by us.

6. TENANCY AGREEMENT & REFERENCING

- 6.1. Unless we specifically advise you to the contrary, all tenancy agreements will be ASTs. We will prepare for you the appropriate form of AST based on our standard form of agreement together with any special conditions agreed.
- 6.2. If you wish to use a Tenancy Agreement other than our standard AST we will not prepare the agreement for you and accept no liability for any loss caused as a result of the drafting of such agreement.
- 6.3. If you or your solicitors require substantial amendments to our standard AST we reserve the right to charge for our time in accordance with Schedule 1.
- 6.4. By entering into this Agreement you authorise us to sign the Tenancy Agreement on your behalf as your agent.
- 6.5. When a prospective Tenant confirms their intention to enter into a Tenancy Agreement of the Property, we will take reasonable steps to verify their identity and obtain references. We may use a third party Tenant referencing service. Checks may include (as appropriate) the Tenant's financial status, credit history, employment and immigration status and contacting references provided. The fee for this is set out in Schedule 1.
- 6.6. We are not responsible for the accuracy of any information contained in the references nor do we warrant that a Tenant is suitable and/ or will perform the obligations contained in the Tenancy Agreement.
- 6.7. You authorise us to proceed with the letting of the Property and execution of the Tenancy Agreement without further instructions from you provided that the referencing enquiries do not reveal any issues adversely affecting the suitability of the Tenant.
- 6.8. If the references reveal any issues which are likely to affect the Tenant's ability to pay the rent or perform any of the other obligations under the Tenancy Agreement we will not proceed with the Tenancy Agreement unless and until you instruct us to do so.

7. INVENTORY, SCHEDULE OF CONDITION AND CHECK OUT

- 7.1. We strongly advise you to prepare an Inventory and Schedule of Condition before the beginning of the Tenancy and for a formal Check out Report to be carried out at the end of the Term. These documents provide crucial evidence in support of any claim relating to the deposit or any court proceedings relating to damage to the Property.
- 7.2. Unless expressly instructed by you not to do so we will arrange for the preparation of the Inventory and Schedule of Condition before the beginning of the Tenancy and a Check out Report at the end of the Term.
- 7.3. We may use a third party to prepare the Inventory, Schedule of Condition and any Check out Report. We do not warrant that the contents of any Inventory, Schedule of

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

Condition or Check out Report prepared by a third party are accurate and accept no responsibility for any losses arising from any inaccuracy or omission contained in them.

- 7.4. You agree to pay the cost of any Inventory, Schedule of Condition and Check out Report that you instruct us to arrange, as set out in schedule 1.
- 7.5. If you are preparing or arranging the Inventory we must receive it at least 14 days before the Tenancy begins.

8. ASSURED SHORTHOLD TENANCY DEPOSITS

- 8.1. If a Tenant pays a deposit in connection with an assured shorthold tenancy ('AST') the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
- 8.2. The landlord must give the Tenant and any Relevant Person (anyone who paid the deposit or any part of it on behalf of a Tenant) 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 8.3. We are a member of the Tenancy Deposit Scheme Custodial, which is a government-authorised tenancy deposit protection scheme, administered by:
TDS Custodial
West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 7TG

Phone: 0330 037 1001
Web: www.custodial.tenancydepositscheme.com
Email: info@tenancydepositscheme.com
- 8.4. If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
- 8.5. If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the *Housing Act* 1988 cannot be served on a Tenant whose deposit is not protected. A Tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to 3 times the deposit, if the landlord (or someone acting on the landlord's behalf):
 - a) fails to give prescribed information within the Statutory Time Limit; or
 - b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
 - c) notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- 8.6. If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme Custodial. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 8.7. The Scheme rules are available to view and download from www.custodial.tenancydepositscheme.com. A very important point for you to bear in mind is that we act as 'stakeholder'. This means that we can only ask for repayment of monies from the deposit by the scheme if:
- a) both landlord and Tenant (and any Relevant Person) agree; or
 - b) the court orders us to do so; or
 - c) the Tenancy Deposit Scheme directs us to do so.

9. DURING THE TENANCY

- 9.1. We will transfer the deposit to the Tenancy Deposit Scheme Custodial to be held by the scheme for the duration of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

- 9.2. At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the Tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].
- 9.3. Once you and the Tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then request the Tenancy Deposit Scheme Custodial pay the deposit according to what you have agreed. If you have joint Tenants, all of them must agree.

10. WHERE THERE IS A DISPUTE ABOUT THE DEPOSIT AT THE END OF THE TENANCY

- 10.1. You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 10.2. A Tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 10.3. If the Tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme Custodial.
- 10.4. The Tenancy Deposit Scheme Custodial will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. 'Alternative' in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or Tenants for using the alternative dispute resolution service if it relates to an AST.
- 10.5. If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 10.6. Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is **not** deemed to consent to alternative dispute resolution. If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.
- 10.7. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.custodial.tenancydepositscheme.com.
- 10.8. The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 5 working days beginning on the date the Scheme receives notice of
- (a) the adjudicator's decision; or
 - (b) an order from the court that has become final; or
 - (c) an agreement being reached between you and the Tenant(s).
- 10.9. If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

11. CONSENT TO USE PERSONAL INFORMATION

- 11.1. When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

12. YOUR DUTY TO PROVIDE CORRECT AND COMPLETE INFORMATION

- 12.1. When you agree to use our services, you confirm that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

13. WHERE THE TENANCY IS NOT AN AST

- 13.1. The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.
- 13.2. If a dispute arises you, we or the Tenant will contact the Scheme. Then:
- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration).
 - b) you, we and the Tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate).
 - c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.
- 13.3. The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

14. WHERE YOU INSTRUCT US THAT YOU DO NOT WANT US TO PROTECT AN AST DEPOSIT

- 14.1. If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it.
- 14.2. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the Tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the Tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the Tenant of between 1 and 3 times the amount of the deposit.
- 14.3. By law, you may not serve a notice seeking possession under section 21 of the *Housing Act 1988* notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the deposit have been disposed of.
- 14.4. If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations.

15. JOINT LANDLORDS

- 15.1. If there is more than 1 landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any 1 or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

16. AT THE END OF THE TENANCY [APPLICABLE TO FULL MANAGEMENT [AND LETTING AND RENT COLLECTION] SERVICE[S] ONLY]

- 16.1. We will endeavour to contact you and the Tenant 2 months before the end of the fixed term to seek your instructions on whether you wish to end the Tenancy or continue letting to the existing Tenant and, if so, on what terms.
- 16.2. If you instruct us to we will negotiate with the Tenant the terms of continued occupation. If the existing Tenancy is to be extended by agreement or a replacement tenancy granted we will prepare the appropriate Tenancy Agreement or other documents on your behalf and use our best endeavours to obtain execution by the Tenant.
- 16.3. We cannot be held liable for any failure by the Tenant to execute a new Tenancy Agreement, extension or renewal. If the fixed term ends before the Tenant executes a new agreement the Tenancy will continue as a statutory periodic tenancy and our fee will be payable as set out in Schedule 1.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

17. LANDLORD'S OBLIGATIONS

17.1. GENERAL

- 17.1.1. It is your responsibility to provide us with a full set of keys to enable us to show the Property to prospective Tenants. You must also provide us with sufficient keys for the number of Tenants in the Property. We reserve the right to have additional keys cut for the fee set out in Schedule 1 where insufficient keys are provided. We accept no liability for any keys lost or unaccounted for by the Tenants.
- 17.1.2. It is your responsibility to redirect mail addressed to you at the Property.
- 17.1.3. If we have to repay any overpaid state benefits or other sums paid to us, you agree to reimburse the sums repaid within 7 days of sending you an account of such sums.
- 17.1.4. It is your responsibility to comply with all legal and regulatory requirements applicable to landlords and property owners. We assume no responsibility for compliance with any of the Landlord's legal responsibilities except where expressly stated in this Agreement.

OWNERSHIP, CONSENT TO LET & INSURANCE

- 17.1.5. By signing this agreement you warrant to us that you are the legal owner of the property or are otherwise lawfully entitled to enter into a tenancy, licence or any other form of agreement or contract giving occupation of the Property to any person or organisation. You agree to provide on request such evidence of title as we may reasonably request.
- 17.1.6. If the Property is owned by more than 1 Landlord you confirm that each of you has the authority of the other/s to enter into this Agreement and let the Property on the terms set out in the Confirmation of Services document. You further confirm that each of you may individually authorise us to take any actions under this Agreement for which your authority is required.
- 17.1.7. If you are a leaseholder your lease is likely to require consent from the superior landlord or freeholder for any sub-letting. Consent may be subject to conditions such as payment of fees, provision of Tenant references, and to your Tenants entering into an agreement to observe and perform the covenants in the head lease. You are responsible for obtaining all required licences and agreements to sub-let and for payment of any fees. You agree to provide to us copies of any such licences or agreements on request.
- 17.1.8. By signing this agreement you warrant and confirm that you have obtained all necessary consents and licences to sub-letting as required by the head lease and that the period of intended letting does not exceed the remaining term of your lease.
- 17.1.9. If your lease and/or head lease contains any covenants that must be complied with by your Tenants you must provide us with copies of them so that they can be notified to the Tenants before the start of the Tenancy and incorporated into the Tenancy Agreement. Failure to do so may result in a breach of your lease.
- 17.1.10. If the Property is subject to a mortgage you will need the written consent of each mortgagee to let the Property. By signing this agreement you warrant and confirm that all mortgagees have given their consent to letting the Property and that you have complied with all conditions imposed by them. You agree to provide to us copies of any such consents or agreements on request.
- 17.1.11. It is your responsibility under the Tenancy Agreement to arrange buildings and contents insurance cover for the Property. If the Tenant is required to comply with any terms of the insurance policy you must provide those terms to us before the beginning of the Tenancy so that they can be notified to the Tenant and incorporated into the Tenancy Agreement.
- 17.1.12. By signing this agreement you confirm that you have the insurance cover required under the Tenancy Agreement as well as third party liability cover and that the insurer has been notified of the letting of the Property. If you make a claim under any insurance policy we will assist by providing any information in our possession, providing

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

quotes and instructing contractors (subject to payment of our reasonable fees set out in Schedule 1).

- 17.1.13. We accept no liability for any losses arising as a result of you failing to comply with any of your obligations mentioned in this section.

17.2. TAXATION

- 17.2.1. You are liable to pay tax on any rental income received. It is your responsibility to notify HMRC that the Property is let and to pay any tax due.

- 17.2.2. It is a legal requirement that letting agents acting for non-resident landlords account direct to HMRC for tax payable on rental income and file an annual return. If you are not resident in the UK and we are collecting the rent we will deduct tax at the basic rate (currently 20%) and pay it to HMRC quarterly until such time as you have a tax approval number allowing you to receive rental income with no deductions. We will also file the annual return with HMRC. We will charge our administrative costs for these services as set out in Schedule 1.

17.3. THE HOUSING ACT 2004 AND HMOS

- 17.3.1. The *Housing Act* 2004 imposes additional responsibilities on landlords of Houses in Multiple Occupation (HMOs). A home is an HMO if at least 3 Tenants live there forming more than 1 household and they share facilities such as toilet, bathroom or kitchen with other Tenants. Some HMOs must be licenced by the local authority before they can be let to Tenants.

- 17.3.2. The *Housing Act* 2004 also gives local authorities discretion to extend the requirement for licensing to all HMOs and to private rented properties that are not HMOs (known as selective licensing). The penalties for failure to obtain (and comply with) a licence can be severe including a fine of up to £20,000, rent repayment orders and inability to serve notice under section 21 of the *Housing Act* 1988.

- 17.3.3. It is your responsibility to determine whether your property is an HMO and/ or is subject to mandatory, discretionary or selective licensing by the local authority. It is also your responsibility to apply for and comply with any licensing requirements that apply to the Property.

- 17.3.4. The *Housing Act* 2004 introduced the Housing Health and Safety Rating System (HHSRS). It measures hazards and risk of injury in dwellings and applies to all rented property. It is your responsibility to ensure that the Property complies with all requirements of the HHSRS and to take any remedial action required by the local authority under the scheme.

- 17.3.5. By signing this agreement you confirm that you have obtained and complied with all licensing requirements of the local authority and agree to continue to comply with them at all times during this agreement. You agree to provide to us copies of any such licences on request.

- 17.3.6. We accept no liability for any losses arising as a result of you failing to comply with any of your obligations under the *Housing Act* 2004.

- 17.3.7. We reserve the right to terminate this Agreement immediately and notify the occupiers and/ or local authority if we become aware that the Property is let without licence or in breach of any licensing requirement.

17.4. LANDLORD REPAIRING OBLIGATIONS

- 17.5. The *Homes (Fitness for Human Habitation) Act* 2018 and the *Landlord and Tenant Act* 1985 apply to the Property. They imply a term into all tenancies that the Property is fit for human habitation at the beginning of the tenancy and throughout the term. Section 11 of the *Landlord and Tenant Act* 1985 requires landlords to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes) and to keep in repair and proper working order the installations for the supply of water, gas

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) as well as installations for space heating and heating water. It is your responsibility to comply with those requirements.

17.6. If we are providing the Full Management Service we will arrange to carry out such routine works as described in clause 5.1.4. However, many of your obligations under the section 11 of the 1985 Act will exceed our expenditure authority and/or may not be known to us. Therefore, it remains your responsibility to comply with the requirements of section 11.

17.7. LANDLORD AND TENANT ACT 1987

17.7.1. Section 47 of the *Landlord and Tenant Act* 1987 requires the Landlord to give their name and address on any demand for rent or others sums due under the tenancy. By signing this agreement, you authorise us to provide your name and address on any demands we make on your behalf. If (and only if) you do not have an address in England and Wales we will use our address.

17.8. IMMIGRATION ACT 2014

17.8.1. The *Immigration Act* 2014 imposes obligations on landlords to check that prospective Tenants and any other adult occupiers have the right to live in the UK before letting a property to them.

17.8.2. From 1 February 2016 the Act requires right to rent checks to be made for all private rentals. If you let the Property to someone who does not have the right to rent, you could be fined up to £3,000.

17.8.3. Under the Act, we may assume responsibility for carrying out the right to rent checks by agreement in writing with you. Where, as part of the services provided under this Agreement, we undertake Tenant referencing on your behalf as set out above, we will assume responsibility for carrying out the right to rent checks.

17.8.4. If we are unable to obtain upon reasonable enquiry of the prospective Tenant, any adult occupier or the Home Office, such documentation or confirmation that establishes the statutory excuse under the Act, we reserve the right not to enter into the Tenancy until such time as the prospective Tenant and any adult occupiers have provided satisfactory evidence of their right to rent.

18. LANDLORD SAFETY OBLIGATIONS

18.1. Gas Safety (Installation and Use) Regulations 1998 ('the Gas Regulations')

18.1.1. The Gas Regulations make it mandatory that gas appliances (including pipework and flues) supplied by the landlord are maintained in a safe condition at all times. Failure to comply with the regulations is a criminal offence. All gas appliances must be checked for safety by a Gas Safe registered engineer within 12 months of installation and at least every 12 months after that. A record of the annual gas safety check must be provided to your Tenant within 28 days of the check being completed or to new Tenants before they move in. Landlords are required keep copies of the gas safety record (GSR) for 2 years.

18.1.2. If we are providing the Letting and Rent Collection or Full Management Service you agree to provide us with the gas safety record at least 7 working days before the Tenancy begins. We will then give it to the Tenant.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 18.1.3. If the Tenancy continues after the expiry date of the GSR and we are providing the Letting and Rent Collection or Full Management Service, we will arrange to renew it at the appropriate time and give it to the Tenant unless you notify us in writing not less than 1 calendar month before it is due to expire that you will provide it yourself. If you notify us of your intention to provide the GSR yourself you agree to provide it to us no later than 10 working days before expiry of the old record. We will then give it to the Tenant.
- 18.1.4. If we are providing the Letting and Rent Collection service only, you agree to provide us with the gas safety record at least 7 working days before the Tenancy begins. We will then give it to the Tenant.
- 18.1.5. If the Tenancy continues after the expiry date of the GSR and we are providing the Letting and Rent Collection service it is your sole responsibility to obtain a new GSR and supply it to the Tenant within 28 days. We assume no responsibility or liability for GSRs after commencement of the Tenancy.
- 18.1.6. If you fail to provide the GSR within the time limits specified above we reserve the right to appoint a Gas Safe registered engineer to carry out an inspection and issue a GSR. If works are required to make any appliances, installations, pipework or flues safe you authorise us to arrange for them to be carried out at your expense. You agree to reimburse us on demand for the cost of the inspection and any remedial works and to pay our fees for arranging the GSR and any associated works as set out in Schedule 1.
- 18.1.7. Except as expressly set out in this agreement, it is solely your responsibility to comply with the Gas Regulations. We reserve the right to terminate this Agreement immediately if you are in breach of the Gas Regulations.

18.2. Furniture and Furnishings

- 18.2.1. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) set safety standards for fire and flame-retarding requirements for upholstered furniture and will apply to furniture and soft furnishings in the Property (other than those belonging to the Tenant).
- 18.2.2. Failure to comply with the regulations is a criminal offence. It is your responsibility to comply with those regulations and by signing this agreement you warrant and confirm that all furniture and soft furnishings comply with the regulations.
- 18.2.3. You authorise us to remove any item that does not have a manufacturer's fire safety label permanently attached.

18.3. Electrical Safety

- 18.3.1. The Electrical Equipment (Safety) Regulations 1994 apply to the supply of electricity and any electrical equipment in the Property and require them to be safe.
- 18.3.2. If your property is an HMO, the *Management of Houses in Multiple Occupation (England) Regulations 2006* also require that the mains installation is inspected by a suitably qualified person at least every 5 years.
- 18.3.3. The Building Regulations 2010 Part P will apply to any alterations or additions to the electrical installations of the Property. Therefore any electrical works carried out at the Property must be carried out by an electrician registered as a competent person with one of the government-approved scheme providers.
- 18.3.4. If any electrical works are required to be carried out to the Property we will only instruct contractors registered as competent persons. If you wish to instruct your own contractor, we will require written confirmation that the contractor is a registered competent person. If you do not supply the confirmation on request, we reserve the right to terminate the agreement.
- 18.3.5. We recommend that an electrical safety test and Portable appliance Test (PAT) are carried out before the Tenancy begins.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

18.3.6. It is your responsibility to ensure all electrical equipment and appliances comply with the regulations and that instruction manuals for any electrical equipment in the Property are supplied to the Tenant to enable their safe use. Breach of the regulations is a criminal offence. By signing this Agreement you warrant and confirm that you have complied with the regulations.

18.4. Energy Performance Certificate ('EPC')

18.4.1. All properties marketed for letting must have an EPC which must be given to prospective Tenants free of charge at the earliest opportunity.

18.4.2. It is your responsibility to give us the EPC for the Property but if you do not have one we can arrange for one to be produced for the fee set out in Schedule 1. We will then provide it to prospective Tenants at the appropriate time.

18.5. Smoke and Carbon Monoxide Alarms

18.6. Since June 1992 Building Regulations require all newly built properties to have mains fitted smoke alarms with battery backup with at least 1 detector per floor. If the Property is an HMO you are also required to have mains fitted smoke alarms with battery backup. It is now a legal requirement to fit smoke and carbon monoxide alarms in all rented properties. If you do have battery fitted alarms you must ensure that they are in working order at the start of a Tenancy. Wired and linked smoke alarms are recommended.

18.7. It is your responsibility to comply with the legal requirements for smoke alarms and by signing this agreement you confirm that you have complied with those requirements. [It is mandatory to have smoke and carbon monoxide alarms in all properties. We can arrange to have them fitted at the Property for the fee set out in Schedule.]

18.8 LEGIONNAIRES DISEASE

18.7.1. The effects of the *Control of Substances Hazardous to Health Regulations* 1989 and Section 3(2) of the *Health and Safety at Work Act* 1974 are that:

- a) Landlords who provide residential accommodation must consider, assess and control the risks of exposure to Legionella to their tenants.
- b) All water systems require an assessment of the risk to be carried out by a 'competent person'.

18.7.2. It is your responsibility to arrange for a risk assessment to be carried out by a competent person and by signing this agreement you confirm that you have complied with those requirements. The Health and Safety Executive publish practical guidance on landlords' responsibilities and the assessment of risk: <http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

18.7.3. [We can arrange for the assessment and any consequential action to be carried out on your behalf by a competent person for the fee set out in Schedule 1.]

19. AUTHORITY AND PAYMENTS

19.1.1. You agree to ratify any actions we take on your behalf when acting in accordance with the terms of this Agreement.

19.1.2. You authorise us to carry out works on your behalf and at your expense to fulfil your statutory, regulatory or contractual requirements. We may deduct any costs and

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

expenses incurred together with any of our fees set out in Schedule 1 that may apply from any rent collected and you will pay us in full any difference on demand.

- 19.1.3. If any notice is served on us under the HHSRS scheme requiring us to carry out any works to the Property you authorise us to carry out such works and agree to reimburse us any costs and expenses incurred together with our fees in full on demand.
- 19.1.4. Any interest accruing on rent or other money collected during the Agreement will be retained by us.
- 19.1.5. We will retain any commission earned from any third party during the Agreement for any services provided to you or in respect of the Property but we will advise you before incurring the cost or receiving the service.

20. DATA PROTECTION AND GDPR

- 20.1. You authorise us to disclose to the Tenant and any third party such information held by us as may be required by law and as necessary to fulfil our obligations under this Agreement and your regulatory and statutory duties as landlord of the Property.
- 20.2. If you fail to pay any fees due to us or to any contractor instructed by us under this Agreement we may pass such details to solicitors and/or debt collectors as are necessary to enable collection of the sums outstanding or to issue legal proceedings.
- 20.3. Our privacy policy is shown on our website www.walkerjarvis.co.uk. We will retain the Landlord's details for marketing purposes for 12 months after the end of the Tenancy unless you inform us in writing that those details should be deleted and unless we are required to keep any of the data for legitimate purposes such as legal use or for reporting to HMRC.

21. THIRD PARTIES AND ASSIGNMENT

- 21.1. No third party shall have any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.
- 21.2. We are not responsible for any loss or damage caused by the acts, omissions, delays or negligence of any third party, including those instructed by us in accordance with the provisions of this Agreement, unless such loss or damage was caused by our own negligence.
- 21.3. We may use sub-contractors to fulfil some of the terms of this Agreement. Any sub-contractors are instructed by us on your behalf which means that the contract is between you and the sub-contractor. You are therefore directly responsible for payment of their fees and they are directly responsible to you for the quality of their work. Sub-contractors that are likely to be used include (but are not limited to) inventory and checkout clerks, electricians, plumbers, Gas Safe engineers, builders, solicitors, EPC suppliers, cleaners, gardeners and locksmiths.
- 21.4. You may not assign your rights and obligations under this Agreement without our express consent in writing.
- 21.5. We may assign our rights and obligations under this Agreement upon giving you not less than 14 days' notice in writing.

22. LIABILITY AND INDEMNITY

- 22.1. We are not liable for:
 - 22.1.1. Non-payment of the rent or any other sum payable by the Tenant or any third party under the Tenancy Agreement.
 - 22.1.2. Any damage caused to the Property or its fixtures and fittings by the Tenant, their guests, contractors and invitees.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 22.1.3. Any losses, costs and expenses caused by the Tenant failing to deliver up possession.
 - 22.1.4. Any losses, costs and expenses caused by any other breach of the Tenancy Agreement.
 - 22.1.5. Any damage to the property or its fixtures and fittings during any period when it is empty.
 - 22.1.6. Any loss of rental income, profit or opportunity caused by void periods either before or after letting the Property by us unless such losses are caused by our negligence or breach of contract.
 - 22.1.7. any inaccurate forecast by us of future income or expenditure unless caused by our negligence or breach of contract.
 - 22.1.8. the acts, omissions or insolvency of any person other than us.
- 22.2. If you instruct us to do anything which we consider to be outside the scope of our responsibilities under this Agreement, unethical or puts us at legal, financial or reputational risk we may, in our absolute discretion, refuse such instruction or ask you for a written indemnity against any losses, costs or damages that may be incurred. If you do not provide such indemnity we reserve the right to refuse your instruction and to terminate this Agreement.
- 22.3. We have summarised some but not all of your legal obligations as a landlord in this Agreement and you may not rely on this Agreement as setting out your full legal obligations. We cannot be held responsible for any failure by you to comply with any of your legal obligations unless we have expressly assumed responsibility for performance of the obligation in this Agreement and failed to do so whether by negligence or breach of contract.
- 22.4. You agree to indemnify us in full against any claims, losses, damages, liabilities, costs and expenses that may be brought against us as your agent because of any failure by you to obtain any of the consents referred to in clause 17.1.4 or to comply with any of your contractual, statutory or regulatory obligations.
- 22.5. You agree that we may carry out such works and actions on your behalf and at your reasonable expense to avoid any liability or potential liability against you and/ or us for failure to comply with any of your contractual, statutory or regulatory obligations whether set out in this agreement or not. You agree to reimburse us any such costs and expenses incurred together with our fees as set out in Schedule 1.
- 22.6. You agree to indemnify us against any demands made by the Inland Revenue against us in respect of tax and/or assessments raised relating to the Property.

23. TERMINATION

- 23.1. Either party may end this Agreement:
- 23.1.1. By giving not less than 2 months' notice in writing.
 - 23.1.2. Upon giving notice in writing on or before the Tenant vacating the Property at the end of the Term.
 - 23.1.3. As expressly set out in this Agreement.
 - 23.1.4. If either party is in breach of an important term of this Agreement and the other party has served notice requiring the breach to be remedied but it has not been after 28 days and monetary compensation is wholly inadequate.
 - 23.1.5. If you do something and/ or are in breach of this Agreement in a way that makes it impossible, impracticable or illegal for us to perform our obligations under the Agreement.
- 23.2. If either party terminates the Agreement under this clause any unpaid fees payable in accordance with Schedule 1 shall be paid in full on termination. We reserve the right to set off any unpaid fees, costs and disbursements against any sums due to you on termination.
- 23.3. If either party commits an act of bankruptcy or has a receiving order made against him/her or makes any arrangement with his/her creditors or if distress or execution is

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

levied or threatened upon any of his/her property or any judgment against him/her remains unsatisfied for more than 14 days or if being a limited company a party enters into liquidation whether compulsory or voluntary (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or has a receiver appointed of any of its assets, the other party may terminate the Agreement upon serving written notice to that effect.

24. GENERAL

- 24.1. These Terms of Appointment apply to all of your properties listed in the Confirmation of Services document. They will also apply to any additional properties for which you instruct us to act as your agent upon both parties signing further Confirmation of Services documents listing those properties.
- 24.2. We reserve the right to make changes to these Terms of Appointment. We will notify of any changes in writing which will not take effect earlier than 2 months from the date we notify you of them.
- 24.3. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.4. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 24.5. We will promptly upon request allow you to inspect and, at your expense, copy any accounts and documents in our possession relating to the Property.
We will at all times be a registered member of a government approved redress scheme and will deal with any complaints in accordance with the rules of the scheme.

25. SERVICE INFORMATION AND MEMBERSHIPS

- 25.1. We are a Limited Company registered at Companies House (Registration no: 4889918] whose address for service is 16-17 Windmill Street, Gravesend, Kent, DA12 1AS.
- 25.2. Our VAT no is 821 157 456.
- 25.3. We are a member of the Royal Institution of Chartered Surveyors (RICS), registration no: 007422
We are a member of the Property Redress Scheme: Registration PRS012423
- 25.4. We are a member of the Association of Residential Lettings Agents (ARLA).

26. SERVICE OF DOCUMENTS AND NOTICES

- 26.1. Subject to clause 26.2, any legal proceedings or notices required to be served in accordance with this Agreement or any Act of Parliament must be in writing and may be served by handing it personally to you or by delivering it personally or by ordinary first class post or recorded delivery to the address of other party. Our address for service appears at clause 25.1. We may validly serve any notice or proceedings at your address for service given in the Confirmation of Services document (whether or not that is your current address) unless you notify us in writing of another address for service in England and Wales. You agree to notify us in writing if your address given in the Confirmation of Services document changes.
- 26.2. Documents personally served are deemed to have been received that day if served before 5.00pm on a Working Day or the next Working Day if served after 5.00pm. Documents served by recorded delivery are deemed served on obtaining proof of service and documents served by post are deemed served the second Working Day after posting.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

- 26.3. If you are resident outside England and Wales and have not provided us with an address for service in England and Wales:
- 26.3.1. You must provide us with a valid email address.
- 26.3.2. Any legal proceedings and/or notices required to be served in accordance with this Agreement may be served on you by email at the last email address provided by you.
- 26.3.3. Further or in the alternative, any notice and/ or legal proceedings may be validly served by sending (in English) by ordinary first class or airmail post or its equivalent.

27. GOVERNING LAW

- 27.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 27.2. The Courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.
- 27.3. If a court decides that any term of this Agreement is not valid or enforceable it will not affect the validity or enforceability of the rest of the Agreement.

28. CANCELLATION RIGHT [DELETE THIS CLAUSE AND CANCELLATION NOTICE IF CANCELLATION RIGHTS DO NOT APPLY]

- 28.1. The *Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013* apply to contracts entered into or negotiated away from our business premises and give you the right to cancel the contract within 14 days without giving any reason.
- 28.2. The cancellation period will expire after 14 days from signing this agreement. You must notify us of your decision to cancel to exercise the right. Our contact details are set out in the cancellation form below. You may use the attached model cancellation form but it is not obligatory. If you cancel this contract we will reimburse any payments unless you have requested us to begin the service during the cancellation period and costs have been incurred.
- 28.3. We cannot begin marketing the Property and performing the other services in accordance with these Terms of Business within the 14 day cancellation period unless you instruct us in writing to do so by signing below.

I/we wish Walker Jarvis Ltd to begin marketing the Property immediately.

Signed:

Print name:

Date:

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Walker Jarvis

T: 01474 534453

E: sean@walkerjarvis.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the property lettings service set out in these terms of business signed on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

SCHEDULE 1 – FEES, CHARGES AND COMMISSION

Important: This schedule sets out the fees we will charge you under this Agreement. By signing this agreement you are agreeing to the terms of payment, including renewal commission.

1. GENERAL

- 1.1. The Confirmation of Services document sets out the level of service you have chosen. You agree to pay the fees charges and commission in accordance with the Confirmation of Services.
- 1.2. Unless otherwise stated all fees are exclusive of VAT which will be charged in addition at the prevailing rate (currently 20%).
- 1.3. We reserve the right to review the fees set out in this schedule annually and increase them with your agreement.

2. COMMISSION

- 2.1. You agree to pay our commission when anyone enters into a Tenancy Agreement as a result of:
 - 2.1.1. Any introduction to the Property by us including (but not limited to) viewings, enquiries and seeing any advertising or marketing or promotional materials produced or instructed by us.
- 2.2. The rates of commission are set out in the table below and are calculated as a percentage of the monthly rent payable for the duration of the tenancy.

New Tenancies	
Service	Sole Agency Commission
Letting Only	Letting fee of 3 weeks rent + VAT
Letting and Rent Collection	Letting fee of 2 weeks rent + 5% of the monthly rent + VAT
Full Management	10% of monthly rent + VAT **NO LETTING FEE**

3. TENANCY RENEWAL COMMISSION

- 3.1. You agree to pay commission on any extension, renewal or new agreement or if any Tenant remains in occupation after the fixed term under a periodic tenancy.
- 3.2. Renewal commission becomes due on execution of the extension, renewal or new Tenancy Agreement.
- 3.3. The rate of renewal commission will be payable in accordance with the level of service you choose. You may select a different level of service than in the fixed term upon giving us not less than 1 months' notice in writing to take effect at or after the end of the fixed term.
- 3.4. If you chose the Letting and Rent Collection service or the Full Management service, renewal commission will continue to be payable for as long as the Tenants (or any of them if more than 1) remain in occupation and you are using those services.
- 3.5. The rates of tenancy renewal commission are set out in the table below and are calculated as a percentage of the monthly rent payable for the duration of the new term.
- 3.6. If there is no new fixed term, the monthly commission will apply to the amount of rent payable each month during the periodic tenancy.

Renewal/ Extensions/ Holding over	
Service	Commission
Letting and Rent Collection	5% of the monthly rent + VAT
Full Management	10% of the monthly rent + VAT

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

4. PAYMENT TERMS

- 4.1. You agree that all commission, fees, charges, disbursements and expenses payable under this Agreement, including any payments to third parties, may be deducted from any rent collected. If there is insufficient rent already collected we reserve the right to seek payment in advance and to withhold the provision of any service until full payment has been received.
- 4.2. All commission, fees, charges, disbursements and expenses due under this Agreement are payable whether or not the Tenants pay the rent.
- 4.3. If the Tenant vacates the property more than 1 month before the end of the period for which commission or renewal commission has been paid, we will refund any commission already paid for the remaining period to the extent that it is not recoverable from the Tenant's deposit.
- 4.4. Where we collect rent for you, commission payments on new Tenancies, extensions and renewals for a fixed term will be deducted from any rent received monthly for the duration of the fixed term..
- 4.5. Commission on periodic rental payments is payable monthly in advance. If we are collecting the rent for you we will deduct the commission from any rent received.

5. WITHDRAWAL

- 5.1. You agree to pay our administrative and marketing costs pre-estimated at £250 + VAT if you withdraw your instructions to us to let the property after marketing and prospective Tenants have passed the referencing process but before entering into a tenancy agreement.

6. ADDITIONAL SERVICES

- 6.1. The table below sets out our charges for additional services we provide which are not included in our standard packages or in the package you have chosen. The charges are fixed fees and will not vary depending on the rental income:

Service	Fee (INC VAT)	Notes										
Referencing applicants and providing rent guarantee insurance policy	£30 Per Tenant or Guarantor Reference	Following the Tenant Fee Ban 2019, Landlords are now responsible for the costs of referencing applicants and if required, Rent Guarantee Cover with Rent4Sure (subject to conditions)										
	12-month Rent Guarantee Policy											
	<table border="1"><thead><tr><th>Rent (£ pcm)</th><th>Cost of Policy</th></tr></thead><tbody><tr><td>0-499</td><td>£81</td></tr><tr><td>500-999</td><td>£121</td></tr><tr><td>1000-1499</td><td>£181</td></tr><tr><td>1500+</td><td>£231</td></tr></tbody></table>		Rent (£ pcm)	Cost of Policy	0-499	£81	500-999	£121	1000-1499	£181	1500+	£231
	Rent (£ pcm)		Cost of Policy									
	0-499		£81									
	500-999		£121									
	1000-1499		£181									
	1500+		£231									
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£ NO ADDITIONAL CHARGE												
Preparation and execution of standard Tenancy Agreement		If you require substantial amendments to the standard agreement additional charges will apply. (Full Management or Letting and Rent Collection)										

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

Preparation and execution of standard extension agreement	£ NO ADDITIONAL CHARGE	Our standard extension agreement grants a new fixed term and makes provision for rent increase but is otherwise on the same terms as the original tenancy.
Preparation and execution of guarantor agreement	£ NO ADDITIONAL CHARGE	Fee payable for each guarantor.
Undertaking negotiations for the return of a deposit	£ NO ADDITIONAL CHARGE	Included in full management service
Arranging Gas Safety inspection	£ NO ADDITIONAL CHARGE	Does not include contractor's standard fee for Gas Safety Inspection and Certificate.
Arranging installation of smoke/ carbon monoxide alarms	£ NO ADDITIONAL CHARGE	Does not include contractor's fee for work and materials
Arranging professional cleaning contractors to clean the Property	£ NO ADDITIONAL CHARGE	Does not include Contractor's fee.
Arranging EPC	£ £75 + VAT	Includes Energy Assessor's fee.
Electrical safety and Portable Appliance Testing (PAT)	£ NO ADDITIONAL CHARGE	Does not include Electrician's fees.
If you are not resident in the UK. Quarterly tax payment to HMRC	£ 75 + VAT per quarter	Payable unless and until you have a tax approval number allowing you to receive rental income with no deduction
Annual return to HMRC for non-resident landlords	£ 75 + VAT per annum	
Provision of additional keys	£ NO ADDITIONAL CHARGE	Do not include cost of key cutting service
Provision of hard copies of statements of account	£ NO ADDITIONAL CHARGE	Included in Full Management Service and Letting and Rent Collection service
Caretaking service	£ NO ADDITIONAL CHARGE	Does not include Contractor's charges.
Service of notices (section 8 and section 21 <i>Housing Act</i> 1988, break clause or Notice to quit)	£ NO ADDITIONAL CHARGE	Included in Full Management service. Limited to service of notices only. Additional work required may be chargeable on a time spent basis by agreement.
Attendance at Court or any Tribunal	£ NO ADDITIONAL CHARGE	Included in Full Management Service. For Let Only and Rent Collection Service – charge on request. Does not include legal fees payable to solicitors or advocates.
Attending the Property and waiting with contractors	£ NO ADDITIONAL CHARGE	Included in Full Management Service.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

Attending the Property as requested by you	£ NO ADDITIONAL CHARGE	Included in Full Management Service and Letting and Rent Collection Service.
Tenancy Deposit Protection fee	£ NO ADDITIONAL CHARGE	For registering of tenancy deposit with the Tenancy Deposit Scheme Custodial
Fees for contractors work	£ NO ADDITIONAL CHARGE	Payable for our time incurred in sourcing appropriate contractors, instructing them, arranging access and confirming completion of works – Included in Full Management Service.
Advertising in specialist publications	Price on request	Where we market the Property in any specialist publications or outlets any charges for photography, design, printing and distribution will be payable in addition to our standard charges together with our time incurred in preparing such marketing materials.
Additional services not included in Full Management or Rent Collection services	£ We will provide an estimate on request	Sometimes we have to undertake work not included in our standard services. Examples include complying with access requests under the <i>Data Protection Act</i> , dealing with complaints to the Property Ombudsman, insurance claims, and preparation of witness evidence for court hearings or documentation for deposit dispute adjudication. Where we spend time dealing with issues relating to the Property that are not expressly included in the description of our services in this Agreement and are not subject to a fixed fee as set out in this schedule, we will charge based on the amount of hours spent. Except in the case of an emergency, we will provide you with an estimate of our fees charged on this basis before the cost is incurred.

Agreement between the landlord and agent setting out the terms of appointment for the management of residential property – TDS Custodial

SCHEDULE 2 - SERVICE SUMMARY

The table below summarises what is included in the price for each service. This checklist is for guidance only. Please see the main terms above for full details of each service and any limitations that apply.

Any service not included as standard can be provided for an additional fee as set out in Schedule 1.

We offer a range of additional services that may be required depending on your circumstances the cost of which are set out in Schedule 1.

Service	Letting Only	Letting & Rent Collection	Full Management
Rental Appraisal	✓	✓	✓
Advice on Landlord & Tenant rights & responsibilities	✓	✓	✓
Full marketing including Rightmove.co.uk	✓	✓	✓
Erection of a to let board (where feasible)	✓	✓	✓
Conducting accompanied viewings	✓	✓	✓
Tenant introduction, specialist referencing & credit check	✓	✓	✓
Right to rent checks	✓	✓	✓
Preparation of tenancy agreement & inventory including photographic record	✓	✓	✓
Organisation of appropriate certificates including gas electrical, Energy Performance Certificate (EPC), smoke & carbon monoxide detectors	✓	✓	✓
Check in inspection	✓	✓	✓
Rent Guarantee & Legal Expenses Cover		✓	✓
Collection & Registration of Deposit with the Tenancy Deposit Scheme (TDS)		✓	✓
Legionella Risk Assessment		✓	✓
Rent Collection & Remittance of monthly rent		✓	✓
Monthly Rent Statements		✓	✓
Tenancy Renewal & negotiation of Rent Increases		✓	✓
Routine maintenance & property repairs as required			✓
Periodic property inspections			✓
Check out inspection			✓
Service of Statutory Notices, including Section 8 & 21 possession proceedings			✓
Deposit Reconciliation			✓