

TERMS OF BUSINESS - Instruction Form

Before instructing us please be sure that you have read and fully understand the fees involved and the terms under which we will act on your behalf. This information can be found on the 'Lettings Terms of Business' and 'Services and Fees' sheet which are attached to the back of this document. By signing these terms, you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

You, having the legal right to let the property hereby appoint us, Smooth Moves Property Agents Limited (Company Registration Number: 07236846) of (correspondence address) Beechwood House, Beechwood Park, Christchurch Road, Newport, NP19 8AJ (registered address Upper Road, Llandevaud, Newport, NP18 2AF) to manage the property/properties known as:

.....
.....
..... (the "Property")

You instruct us to supply the level of service indicated below and to pay the corresponding fee for that level of service.

Please indicate which level of service you require by ticking the relevant box.

Levels of Service	
Tenant Find Only	<input type="checkbox"/>
Tenant Find and Rent Collection	<input type="checkbox"/>
Full Management Service	<input type="checkbox"/>
Void Management Service	<input type="checkbox"/>
Hand Hold Service	<input type="checkbox"/>

Please indicate whether the services are provided on a Sole Agency or a Joint Agency basis:

Sole Agency: Joint Agency:

Please sign below to confirm your instructions.

Landlord 1

Signed

Date

Landlord 2

Signed

Date

Landlord 3

Signed

Date

Landlord 4

Signed

Date

Agent

Signed

Date

What we will do for you

We offer multiple different levels of service to our letting clients. The fees charged for these levels of service are set out in the table below.

Please be aware that all fees shown on this document - whether they are displayed as a percentage of the rental value or as a single figure - are inclusive of VAT.

Service Level	% of gross rental value	Set up fee
Tenant Find Only (TFO)	0%	One months rent
TFO and Rent Collection	11%	One months rent
Full Management Service	15%	75% of one months rent
Void Management Service	See Fee Sheet	See Fee Sheet
Hand Holding Service	See Fee Sheet	See Fee Sheet

What is included in the different levels of service is set out on the 'Letting Terms of Business' sheet which can be obtained from the Agent.

In addition to the above, the following is a list of additional services which can be offered along with the fee which a trusted third-party contractor ("Third Party") will charge for this service. Whilst an estimate of the Third Party's fees is provided for standard works, these fees are subject to change. Works which are not routine will be subject to our own fees. We will not be responsible for the fees quoted or charged by the Third Party, though we will provide you with an estimate of costs before instructing work and seek the appropriate authority to proceed, unless such authority has already been given within the Terms. Where the Third-Party fee is not known, the field will read 'TBC' or similar, or be left blank.

Item	Agents Fee	Third Party Fees
Preparation of Occupation Contract (if charged separately)	£180 inc contract	£Nil
Preparation of renewal Occupation Contract	£72	£Nil
Preparation of variation of Occupation Contract	£72	£Nil
*Gas Safety Certificate	£66	£86.40
*Smoke and Carbon Monoxide Alarm, Legionnaires Regulations check	£66	£80.00
*Electrical Installation Condition Report Certificate	£66	£193.20
*Energy Performance Certificate	£66	£89
Property MOT	£225	£Nil
Service of legal notices	£75	£Nil
RHW12 Appraisal Report	£75	£Nil
*Professional cleaning	£66	£30 phour
Abortive Tenancy (Property marketed)	55% of months rent	£Nil
Abortive Tenancy (contract prepared)	55% of months rent	£Nil
Additional terms in contract	£72	£Nil
Additional visits to the Property (beyond standard visits)	£45	£Nil
Supervision of works (net invoice less than £10,000.00)	10% if works value	£Nil
Supervision of works (net invoice £10,000.00 or more)	12% if works value	£Nil
Agent obtaining quotes for works which occur	£66	£Nil
Agent obtaining quotes for abortive works	£66	£Nil
Copies of financial Statements	£45	£Nil
Production of floor plans	£66	£60
Registering additional deposits with the TDS	£30	£Nil
Negotiating in Tenancy Deposit disputes	£75 inc Stat Dec	£Nil
Attendance per hour at Solicitors' offices or Court	£125	£Nil
Service of statutory/contractual notices	£75	£Nil
Applicant credit and reference costs including written report on findings	£Nil	£150 (1 applicant) £250 (2 applicants) £200 (Company Let) £50 (Guarantor)
Checking Smoke Alarm and Carbon Monoxide Alarms on 1 st day of tenancy	£50	£Nil
Re-let fee (advertising, Marketing)	£175	£Nil
Inventory charges	See Below	£Nil
Check out costs	From £115	£Nil
Void Management	£50 pcm	£Nil

Inventory Charges	Unfurnished	Part/Furnished
1 Bedroom property	£150 + vat = £180.inc Vat	£200 + vat = £240 inc Vat
2 Bedroom property	£185 + vat = £222 inc Vat	£235 + vat = £282 inc Vat
3 Bedroom property	£225 + Vat = £270 inc Vat	£275 + vat = £330 inc Vat
4 Bedroom property	£275 + vat = £330 inc Vat	£325 + vat = £390 inc Vat

*Costs of contractors attending and providing certificates are available on request. Please ask our Agency to confirm costs prior to a contractor being instructed.

	TENANT FIND ONLY	TFO & RENT COLLECTION	MANAGED
Item	Included		
Preparation of Occupation Contract/AST	✓	✓	✓
Preparation of renewal Occupation Contract/AST			
Preparation of variation of Occupation Contract/AST			
*Arrange contractor and access for Gas Safety Certificate			
*Arrange contractor and access for Smoke and Carbon Monoxide Alarm, Legionnaires Regulations check			
*Arrange contractor and access for Electrical Installation Condition Report Certificate			
*Arrange contractor and access for Energy Performance Certificate			
Property MOT			✓
Service of legal notices			✓
RHW12 Appraisal Report			✓
Professional cleaning			
Abortive Tenancy (Property marketed)			
Abortive Tenancy (contract prepared)			
Additional terms in contract			
Additional visits to the Property (beyond standard visits)			
Supervision of works (net invoice less than £10,000.00)			
Supervision of works (net invoice £10,000.00 or more)			
Agent obtaining quotes for works which occur			✓
Agent obtaining quotes for abortive works			✓
Copies of financial Statements			✓
Production of floor plans			
Registering additional deposits with the TDS			
Negotiating in Tenancy Deposit disputes			
Attendance per hour at Solicitors' offices or Court			
Service of statutory/contractual notices			✓
Applicant credit and reference costs including written report on findings			
Checking Smoke Alarm and Carbon Monoxide Alarms on 1 st day of tenancy			✓
Re-let fee (advertising, Marketing)			
Inventory / Re-inventory charges			
Check out costs			✓
Void Management			

Letting Terms of Business (“the Terms”)

This document should be read in conjunction with the ‘Instruction Form’ and sets out what is expected of you and what you may expect of us.

Notwithstanding the introduction of the phrases ‘Contract-Holder’ and ‘Occupation Contract’ by Renting Homes (Wales) Act 2016, these Terms will refer to the ‘tenant’ and ‘tenancy’ for simplicity.

A. Your Obligations

1. To ensure that we can provide a professional service, you will provide us with the following:
 - 1.1. If you are an individual then we will need proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If you are a group of individuals then we will need the above proof of identity for each individual;
 - 1.2. If you are acting as a limited company then we will need a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1 for a director of the company;
 - 1.3. Evidence in the form of an up-to-date office copy entry supplied by Land Registry showing that you are the owner of the Property. In the event that there is more than one person listed on the title register the Instruction Form must be signed by all registered owners;
 - 1.4. If applicable, evidence that your mortgagee and/or superior landlord have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of your mortgagee and/or superior landlord is not required;
 - 1.5. Provide to us all information that we may require in order to comply with the requirements of the The Dispute Scheme (TDS);
 - 1.6. If the Property is in an area that requires an Additional HMO licence or a Selective Licence then we will need a copy of the licence and confirmation that all licence conditions have been complied with. If the licence has not yet been obtained then confirmation must be given that the application of the licence has been submitted. See ‘HMO Management Service’ section for more information;
 - 1.7. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;
 - 1.8. A valid EICR certificate as required under The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022. A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that you have made available for the tenant (if applicable);
 - 1.9. Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);
 - 1.10. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. You are advised that the Energy Efficiency (Private Rented Property)

(England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then it must be registered exempt, if such an exemption applies, or carry out works to improve the rating of the Property to and E or higher before letting the Property. We can register the exemption for you – please see the Services and Fees Sheet;

- 1.11. Evidence that the Property is compliant with the Renting Homes (Fitness for Human Habitation)(Wales) Regulations 2022, as amended – specifically that the property has a valid Electrical Installation Condition Report and has smoke and carbon monoxide alarms installed;
 - 1.12. Evidence that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;
 - 1.13. Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;
 - 1.14. Keys for the Property, at least one set for each individual tenant and one set for us (Full Management);
 - 1.15. Evidence that the Property and the contents (as particularised in the inventory) are adequately insured;
 - 1.16. Details of your registration with Rent Smart Wales; and
2. If you are unable to satisfy any of the requirements set out in clause 1 within 30 days we will have the right to rescind the contract. The requirements of clause 1 must be satisfied prior to the Property being marketed.
 3. You may instruct us to satisfy the requirements of clauses 1.7, 1.8, 1.10 subject to the following:
 - 3.1. If you instruct us in this regard you will be required to pay the additional fees which are set out on the Services and Fees sheet.
 - 3.2. You will also be responsible for the cost of any equipment or contractors instructed. You accept that we cannot be responsible for the negligence or recklessness of third parties instructed to undertake any of those requirements, and you are advised to check that services provided are of sufficient quality and that documents provided are of sufficient accuracy.
 4. You agree to allow a "To Let" or "Let agreed" and "Managed By..." board, or similar, to be erected on the Property in a position of our choosing.
 5. You will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.
 6. You will keep us informed of any changes to your contact details.
 7. If you are not based in England and Wales then you must provide an address for service of notices in England and Wales.
 8. You will provide the tenant, or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant to use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

B. Our Obligations – Tenant Find Only (Bronze)/All Service Levels

9. We will perform the following services on your behalf (“the Services”).
10. We agree to conduct the Services in a competent and professional manner.
11. We will comply with your obligation under the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022, as amended, to check all smoke alarm and carbon monoxide alarms in the Property on the first day of the tenancy.
12. Property Appraisal
 - 12.1. We agree to visit the Property and recommend monthly or annual rental value, or such other period as will be requested. Once approved by you this sum (“the Rental Value”) will be used to calculate our fees. If appropriate the Rental Value will take account of ground rent and service charges but will not include utilities unless utilities are specifically to be included within the Rental Value.
 - 12.2. Should you require it, we can provide a Property MOT service to recommend ways that you can invest in the Property so as to maximise the likely Rental Value and ensure its compliance with the HHSRS. This is a one-off charge – please refer to the Services and Fees Sheet. If you decide to instruct us on a Full Management Service this fee will be waived.
13. We agree to advertise and market the Property at the Rental Value on appropriate local and national portals.
14. We agree to accompany a prospective tenant to the Property and to provide them with any information they may request in respect of the Property. We will endeavour to obtain feedback from a prospective tenant and to report such feedback to you.
15. We agree to negotiate any offers from a prospective tenant on your behalf subject to your prior authority but with the acknowledgment that we cannot encourage ‘bidding wars’.
16. We agree to obtain a holding deposit equivalent to one week’s Rental Value from a suitable prospective tenant to confirm our interest. The holding deposit will be treated in accordance with the Renting Homes (Fees etc.) (Wales) Act 2019.
17. We agree to notify you of the relevant details of a suitable tenant, including any offers made in respect of the Property, subject to our obligations under GDPR. For the avoidance of doubt, we may be limited in the level of information that can be provided to you, however we will provide, at the very least, a general indication of the tenant’s suitability. As part of our obligation not to encourage ‘bidding wars’, we cannot accept an offer higher than the marketed Rental Value.
18. We, unless otherwise instructed by you, will instruct an independent referencing agency in order to obtain a credit reference report in respect of a prospective tenant, or any guarantor of such a prospective tenant. You agree to pay the cost of obtaining a credit reference report as set out on the Services and Fees sheet.
 - 18.1. You accept that we are not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.

- 18.2. If you instruct us not to obtain a reference you accept that we cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant to pay rent on time, or at all, and breach of your insurance policy.
- 18.3. If you do not proceed with a potential tenant that we have recommended to you then we may be entitled to charge a fee for an abortive tenancy as set out on the Services and Fees sheet.
19. We agree to arrange for a suitable date of commencement for the tenancy. You accept that if a date of commencement is agreed but you subsequently withdraw prior to commencement of the tenancy, the holding deposit will be returned to the tenant in accordance with the Renting Homes (Fees etc.) (Wales) Act 2019 and we may be entitled to charge a fee for an abortive tenancy as set out on the Services and Fees sheet.
20. We agree to provide a standard form of tenancy agreement the cost of which is to be borne by you as set out on the Services and Fees sheet. You may inspect this prior to the commencement of the tenancy and may request amendments or additional terms, the cost of which is again to be borne by you as set out on the Services and Fees sheet. You accept that we are not responsible in any way for the legality or consequence of additional or amended terms in the tenancy agreement requested by you and you are advised to seek separate legal advice.
21. We agree to comply with any of your statutory obligations for service of documents (for example, serving the Energy Performance Certificate on the tenant) at the start of the tenancy, but you remain responsible for compliance with statutory obligations once the tenancy has begun. We will advise you of what and when additional documentation may need to be provided after the initial documents are served.

C. Tenant Find and Rent Collection Service (Silver)

22. If you instruct us on the Tenant Find and Rent Collection Service, we hereby agree to each clause under this heading, in addition to clauses 8 to 21 above.
23. **Where the tenancy is an Occupation Contract/AST and a cash deposit is taken**, we agree to collect the tenancy deposit from the tenant prior to the commencement of the tenancy and transfer the sum to the tenancy deposit scheme. We will within 30 days of receiving the tenancy deposit register this with the TDS and provide them with our contact details. We will within 30 days of receiving the tenancy deposit provide the tenant with the Required Information and such information as is required to satisfy the requirements of Section 45 of the Renting Homes (Wales) Act 2016 and Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022. For information about the deposit scheme, see the Tenancy Deposit Scheme section. Failure on your part to provide such information that may be required in order to register the tenancy deposit within 30 days of the tenancy deposit being received by us will result in us returning the tenancy deposit to the tenant.
24. **Where the tenancy is not an Occupation Contract/AST and a cash deposit is taken**, we agree to collect the tenancy deposit from the tenants prior to the commencement of the tenancy and hold the sum in our client account.
25. We agree to arrange for an inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by the Terms. You agree to bear the costs of this as set out on the Services and Fees sheet. You accept that we cannot accept liability for errors or omissions on the part of the inventory clerk. If you instruct us not to obtain an Inventory and Schedule of Condition, then you accept that we cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property including and in excess of the amount held as a tenancy deposit.

26. We will collect all rents payable from the tenant in respect of the Property at the intervals at which such rent becomes due.
27. We agree to transfer the cleared rental payments, less our fees and other recoverable expenses, within 5 working days of receipt. We will also provide you with a monthly statement of rents received ('the Statement') and, at your request, provide the Statement to your accountant or other authorised person. Additional copies of the Statement are available, the cost of which is to be borne by you as set out on the Services and Fees sheet.
28. We agree to implement our rent chasing procedures, details of which can be provided on request, if a rental payment is still unpaid 7 days after falling due.
29. We agree to notify you of any instances where rent or other sums due from the tenant has been outstanding for more than 7 days, even if the payments have subsequently been received.
30. We can arrange for a inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 7 days of the tenant surrendering possession of the Property. You agree to bear the costs of this as per the Services and Fees sheet. We cannot accept liability for errors or omissions on the part of the inventory clerk.
31. You accept that it is your responsibility to communicate with the tenant at the end of the tenancy and agree how the tenancy deposit should be allocated. We will only release the tenancy deposit on the when we have written authority from both you and the tenant which must specify how much (if any) is to be retained by you. We agree to release the tenancy deposit within 10 working days of receipt of those written instructions.
32. In the event a settlement cannot be reached, you/your tenant may take the matter through the Courts or via an adjudication process provided by the TDS, such steps are taken in a timely manner.
33. If an agreement is not reached between you and the tenant within 10 working days, the tenant has the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. You are advised that, whilst we can assist in this regard, if you do not respond in a timely manner then the tenancy deposit scheme may adjudicate solely upon the tenant evidence.
34. The tenant may elect not to use the tenancy deposit scheme's adjudication process, or may not have the right to use it. In these circumstances, if there is still a dispute, you must take steps to resolve the matter which may include issuing proceedings via the Court. You should take legal advice in this regard. If you do not take timely steps to genuinely resolve the matter, then we reserve the right to return the tenancy deposit to the tenant so that you may pursue the tenant directly. You are advised that the tenant also have the ability to pursue you through the Court for the return of the tenancy deposit.
35. After 12 months from the start of a tenancy a RHW12 Notice may be served to increase the rent to market rate. We will contact you to advise you that a RHW12 Notice can be served and suggest a fair market rate. If you want us to serve a RHW12 Notice then you agree to pay the fee set out in the Services and Fees sheet. We advise you that a tenant may challenge a RHW12 Notice through the Property Tribunal who will then set what they consider to be a fair market rate. We are not responsible in the event the Property Tribunal sets a rent lower than that we advised would be a fair market rent.
36. In addition to serving a RHW12 Notice, we can provide a market appraisal report to show the rent in comparable properties by utilising our own data as well as that of other local agents and tribunal

decisions. By providing this report to the tenant it may avoid the risk of the increase being challenged, and it will stand as evidence for the benefit of the tribunal in the event of a challenge. The fee for this is set out in the Services and Fees sheet

37. If you elect to terminate the Terms, you must register with one of the authorised tenancy deposit schemes and provide us with all of the information and documentation required to transfer the tenancy deposit to you or the nominated scheme. If you fail to do this we will return the tenancy deposit to the tenant or continue to retain the deposit until the information is provided.

D. Full Management Service (Gold & VIP)

38. If you instruct us on a Full Management Service, we hereby agree to each clause under this heading, in addition to clauses 8 to 37 above.

39. In addition to clause 21 we will continue to comply with any of your statutory obligations during the tenancy by notifying you of the need for inspections to be conducted. Where these inspections generate documents that must be served on the tenant we will serve these within any relevant statutory time limit.

40. We agree to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.

41. You agree that we will retain from the initial rental payment a sum equivalent to one week's Rental Value ('the Fund'), which will be held to create a repair fund. The Fund will be replenished to the same level through deductions from subsequent rental payments if necessary. With your consent the Fund can be increased to more than one week's Rental Value.

42. We agree to conduct 1 visit in the first 6 months of occupation with 1 visit per year to the Property thereafter to inspect the state of repair and to identify all necessary works of repair and maintenance. You may request that we make additional visits to the Property but agree that the cost of this will be borne by you as per the Services and Fees sheet. We will provide you with an inspection report within 14 days of each visit.

43. We, if authorised by you, agree to pay outgoings in relation to the Property provided we hold sufficient funds in the Fund. The liability for such outgoings remains your responsibility and we will not accept any liability for late or missed payments.

44. We will notify you as soon as practicable of any occasion where we are unable to discharge any liability or where we are unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario you must either arrange works yourself, or transfer sufficient funds to us so we can arrange the works. Depending on the value and complexity of the work we reserve the right to charge additional fees for overseeing this work, as set out in the Services and Fees sheet. We retain the right to refuse instructions of such work at which point the responsibility for such work will revert to you.

45. You authorise us to instruct contractors to conduct general repairs and maintenance to the Property up to the value of the Fund. We are under no obligation to seek your prior approval to arrange such works. These works will be paid for from the Fund.

46. We, except in the case of emergency, will seek authority from you before instructing contractors to conduct any works which will cost more than the Fund. Upon receipt of such instructions from you,

we will instruct competent contractors to conduct the work. We reserve the right to request sufficient monies to pay for such works before we act on the instructions.

47. In an emergency we will have discretion to incur unauthorised works above value of one weeks rent provided. This discretion will only be exercised where we have tried to contact you on three separate occasions using at least two methods of communication provided to us, and where failure to immediately remedy such works would cause you and/or the tenant far greater loss than the cost of the works. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed to us from the next rental payment(s) following the expenditure, or from you directly.
48. We, unless you specifically ask us not to, will supervise repair or maintenance work of the Property. You agree to bear the cost of this as per the Services and Fees sheet. Works estimated to cost in excess of £10,000.00 (inclusive of VAT) will be chargeable by us at a higher rate and you agree to bear the cost of this as set out on the Services and Fees sheet.
49. We agree to show on the Statement all expenditure in respect of the Property.
50. We agree to negotiate between you and the tenant in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. We will in the course of this accept all reasonable instructions from you but must also abide by a general doctrine of fairness in all cases. You agree to bear the cost of our time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Services and Fees sheet. You are referred to 'The Tenancy Deposit' section of the Terms for more information.
51. We will not be responsible for the management of any areas that are not demised to the tenant as part of the Property.

F. Void Management Service

52. If you instruct us on a Void Management Service, we hereby agree to each clause under this heading.
53. We agree to visit the Property and recommend a monthly fee for the Void Management Service, which will be agreed in writing as per the Services and Fees sheet. You agree to pay this fee in advance of each month.
54. We agree to visit the Property once per week (during normal office hours) and recommend to you any repair or maintenance deemed necessary for the Property, and to seek your instructions as to the conducting of such work. Upon receipt of such instructions from you, we will instruct competent contractors to conduct the work required. You agree that we will charge an administration fee of 10% of the net invoice for such works.
55. You agree to provide us with funds in order for us to employ contractors to conduct agreed works.
56. We will be responsible for liaising with insurance companies and utility companies where necessary and will attend the Property to allow access for contractors.

G. Hand-Hold Service

57. If you would prefer to self-manage but may still need some assistance from time to time we can offer a 'Hand-Hold' Service. Examples of services that we can provide through this service are: referral and

organising contractors and inventory clerks; interim property inspections; service of notices; valuation reports, and ad hoc advice. Other services are available on request.

58. The cost of this is [set out on the Services and Fees sheet/inherently bespoke to the request].

H. Fees

59. You agree that our fees will be payable where the tenant (or an individual introduced as part of a group of tenants) are found as a result of a viewing conducted by us and/or due to the advertising of the Property during the Terms and/or through your own contacts and/or through a third party's contacts whilst the Terms are in force. For the avoidance of doubt in the event you instruct multiple agents to market the Property then if we have conducted a viewing with a prospective tenant but the prospective tenant (or an individual introduced as part of a group of tenants) agrees a tenancy for the Property through another agent, we reserve the right to charge a fee for our work. The fee for this is set in the Services and Fees sheet as Abortive Tenancy (Property marketed).

60. Our fees, as well as any other sums that you may owe us, will be deducted from the Rental Value, though we reserve the right to charge you directly for any shortfall. For the avoidance of doubt, in the event the tenant does not pay part or all of the rent, we reserve the right to invoice you directly for the fee.

61. For invoicing purposes, our fees are owed each month in advance coinciding with the first day of the tenancy. We reserve the right to change the invoicing period to coincide with the way the rent is paid.

62. Where our fees are to be paid as a percentage of the rent, this percentage will continue until the Terms are terminated, unless, for whatever reason, the tenancy continues with the tenant, or any such individuals who were part of the previous group of tenants, or to a person who was introduced to you by the tenant.

63. If the fees outlined under this heading are not paid by you by the due dates, interest will accrue at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc. If any payments remain outstanding for 21 days or more, we will be entitled to suspend the Services for you until such sums are paid in full. You agree to pay all fees incurred by us in collecting outstanding sums.

64. You agree that any fees owed to us by the tenant under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim you have against the tenancy deposit.

65. We reserve the right to recover any fees due to us and payable under the terms of the tenancy agreement from you in the event that they cannot be recovered through the tenancy deposit.

66. VAT will be levied at the prevailing rate. Where fees are quoted inclusive of VAT within the Terms, the VAT is calculated at the current rate of 20%.

67. We reserve the right to alter the figures in the Services and Fees sheet. We will give you 1 months notice and the fee alteration will take effect on the next date on which fees are due once the notice has expired.

I. The Tenancy Deposit

68. In accordance with the Housing Act 2004, the tenancy deposit of any Occupation Contract (non-Occupation Contracts are excluded) must be protected by an approved, recognised scheme.

69. We are registered with the Tenancy Deposit Scheme, which is administered by:

200 Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 7TG
Phone: 0300 037 1001
Email: deposits@tenancydepositscheme.com
Online: the TDS can be emailed through the Contact TDS page at www.tenancydepositscheme.com

70. This is a custodial scheme. This means that the tenancy deposit will be held by the administrator of the Scheme until you and the tenant agree how the tenancy deposit is to be apportioned, or until any dispute between you and the tenant has been resolved.]

K. Cancellation

71. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 the Terms will continue until it is ended in accordance with the clauses below.
72. Within 14 days of instructing us under the Terms you may change our mind and cancel the instruction. You do not have this power if you arranged and signed the Terms in our offices.
73. To exercise the right to cancel, you should complete the cancellation form at the end of the Terms and send it to us either by post or by email to arrive before the end of the 14 days.
74. If you cancel the Terms we will reimburse to you all payments received, less our reasonable costs for Services already rendered.
75. Cancellation may not be used if you instruct us to provide the Services within 14 days of instruction.
76. By default, signing the Terms authorises us to provide the Services as soon as possible, unless instructed otherwise.

L. Termination

77. If the Terms are not cancelled using the Cancellation clauses then the below clauses will apply.
78. You may terminate the Terms by giving three months' written notice. You agree to pay all fees owed to us up to the date of termination on or before the date of termination.
79. We agree to prepare and serve on you within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to you.
80. We may terminate the Terms immediately by written notice to you if you are in breach of the Terms or where any act or omission on your part makes it impractical for us to continue to provide the Services.
81. Notwithstanding the above, we may terminate the Terms by giving you three months' written notice.

M. General Terms

82. Without prejudice to the generality of the Terms, we will comply with all reasonable instructions from you from time-to-time in respect of the management of the Property or any part of it.
83. You will indemnify us against all loss and expense, including legal fees, that we suffer in consequence of any act or omission on your part.
84. You agree that we are not responsible for non-payment of rent (whether in part or in full) on the part of the tenant.
85. You agree that we are not responsible for loss or damage (whether direct, indirect, or consequential) sustained as a result of us being unable to discharge any liability due to having insufficient funds in the Fund.
86. You agree that we are not responsible for managing or overseeing the Property when there is no tenancy agreement in place unless we are instructed under the Void Management Service.
87. You agree that we are not responsible for showing the tenant how to use any of the appliances, fixed or moveable, in the Property.
88. You remain responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and we will not be responsible for the collection or forwarding of mail from the Property.
89. We may accept receipt of the keys in respect of the Property at the termination of the tenancy. You accept that it is thereafter your responsibility to collect those keys from us.
90. In the event that the tenant, or any person or company thereby associated (as defined in section 256 Companies Act 2006) with the tenant, or any person introduced by us to the Property, purchases the Property during any tenancy, or within six months of the termination of any tenancy (whether the purchaser was previously the tenant (or an individual introduced as part of a group of tenants) or not) then you agree to pay to us upon completion of that transaction 2% of the agreed sale price plus VAT (2.4% including VAT).
91. You agree that if a person who has been introduced by us, or introduced by somebody who was introduced by us, takes a tenancy of the Property by direct arrangement with you, or another agency, within 12 months of that introduction then you agree to remain liable for the fees associated with the Tenant Find Only Service for the tenancy.
92. Upon you signing the Terms, we will be deemed to be instructed to sign on your behalf all documents necessary to affect an Occupation Contract, or other tenancy if an Occupation Contract is not appropriate, of the Property. We will use its reasonable endeavours to notify the terms of such documents and seek your approval prior to affecting the same. You accept that if we are unable to contact you, we may agree to terms we consider acceptable.
93. You agree that any interest incurred on monies being held for you will belong to us, with the exception of the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.
94. If any term or provision of the Terms is held to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such term or provision will be severed, and the remainder of the Terms will continue in full force and effect where possible.
95. We may employ sub-contractors to conduct any part of the Services.

96. You accept that we are unable to provide advice in relation to your liability for tax on income arising from the letting of the Property and you confirm that you will seek independent advice. We confirm that we are obliged to inform HM Revenue and Customs (HMRC) when the Property is let, including confirmation of the rental income received. Your attention is drawn to the 'Tax' section below.
97. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of the Terms to create any rights or benefits to any other party other than the parties to the Terms or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.
98. Reference to any statute or statutory provision will be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.
99. Unless the context otherwise requires, words importing the singular will include the plural and vice versa; words importing the masculine gender will include the feminine gender and vice versa; and references to persons will include bodies of person whether corporate or incorporate.
100. Headings are inserted for convenience only and will not affect the construction or interpretation of the Terms.
101. The Terms will be governed by the law of England and Wales and you submit to the exclusive jurisdiction of the courts in England and Wales.
102. The Terms, including all documents attached hereto, including but not limited to the Instruction Form and Services and Fees sheet embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of the Terms and supersedes all prior or contemporaneous agreements and understandings other than the Terms relating to the subject matter.
103. The Terms may be amended only by written agreement signed by both you and us. No provisions in the Terms may be waived except by a written document signed by both you and us. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of the Terms. Notwithstanding the above, we will have the right to notify you of an alteration to the Services and Fees sheet by giving not less than three months' notice. The alteration to the Services and Fees sheet will take effect at the first date at which Fees are owed to us, as per the Fees section above.
104. In the event that we sell our business to a third party, you consent to the third party providing the Services and abiding by the Terms in place of us, subject at all times to your right of Cancellation and Termination set out in the Terms.
105. We are a member of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: [D6219]
106. We are a member of the Association of Residential Letting Agents and complies with the code of conduct prescribed by that organisation.
107. We have Client Money Protection with Propertymark (<https://www.propertymark.co.uk/professional-standards/cmp>)
108. We are Registered and Licensed with Rent Smart Wales (Licence Number: LR-37058-33307)

N. Commissions

109. We may receive commission from any contractors employed and/or instructed on your behalf to undertake works and/or repairs to the Property at a rate of **15%** of the invoice total. The commission payment is payable by the contractor and is not owed by you or to you.

O. Limitation of Liability

110. The entire liability of we to you under or in connection with the Terms (whether in respect of the Services, damages, breach, indemnity or otherwise) will not in any circumstance exceed the amount of the sums paid, or due to be paid, for the provision of the Services exceeding six months.

111. We will have no liability to you for any loss, damage, costs, expenses, or other claims arising from any documentation, information or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.

112. It is acknowledged that we will not be liable for breach of contract or any other failure or defect in the performance of the Services which are performed other than by our employees.

113. Except in respect of death or personal injury caused by our negligence, we will not be liable to you by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under the Terms of the provision of the Services.

P. Tax

114. If you are a UK resident, you are obliged to notify us where they will be living, working, or travelling outside of the United Kingdom for more than six months. If you satisfy the above condition, or otherwise live permanently outside of the United Kingdom, you may become liable for Non-Resident Landlord Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide you with an NRL8 Approval Number. We will then deduct the appropriate amount of Non-Resident Landlord Tax from any rent paid by the tenant and forward it to HMRC. If you do not provide an NRL8 Approval Number then the tenant will be obliged to deduct the tax from the rent payment and pay it to HMRC. You are advised to seek our own legal advice in respect of our tax liabilities.

Q. Landlord's Insurance Referral

115. We suggest that our landlord customers take out insurance with Homelet. Information about our insurance package is enclosed with the Terms. We do receive a referral fee from the insurance provider if you take out a policy with them.

R. Data Protection

116. You are responsible for ensuring that any personal data (as defined by the General Data Protection Regulation (EU) 2016/679 and as amended by Schedule 1 The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR")) supplied by you to us has been collected within the terms of UK GDPR

117. We agree to process any personal data (as defined by UK GDPR) in accordance with your lawful and reasonable written instructions. We reserve the right to refuse to provide data where such provision would breach our obligation to the above regulations.

S. Force Majeure

118. We will not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond our reasonable control.

T. Notices

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

U. Sole Agency [where applicable]

120. You agree that we are appointed on a sole agency arrangement for a period of four weeks. For the avoidance of doubt, sole agency arrangement means that no other letting agent will be appointed by you to market the Property. The sole agency arrangement can be terminated by you at the end of the four-week period by giving not less than two weeks' written notice.

V. Joint Agency [where applicable]

121. We agree that whilst you have instructed us under the Terms, you are able to instruct other agents to market the Property.

Cancellation Form

To [Agent]

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following service:

.....

Name of Landlord(s):

Address of Landlord(s):

.....

Signature of Landlord(s):

.....

Date: