NEWTON FALLOWELL

# Landlord Terms of Business

# Landlord Terms of Business

These Terms of Business form a binding contract between you, the Landlord, and us, the Agent trading at the Trading address below in respect of the letting and management of the Property/Properties listed in the Property Address box and any other properties on which you subsequently instruct us to act as your agent ("Property"). If you have any concerns over the contents of the Terms of Business, please contact the office for further clarification, however, if you need it, please obtain further legal advice. To instruct us, please sign and return this document.

**Commencement Date**- The Services and Additional Services shall be deemed to be accepted when the Landlord and Agent execute these Terms of Business and this date shall be the date that the Terms of Business shall commence and the Services and Additional Services shall be supplied from the Commencement Date unless otherwise expressly agreed in writing.

**Agents details:**

**Trading Name:** Newton Fallowell Brownhills
**Trading Address**: 1 High Street ,
Brownhills, Walsall, DE14 1AX
**Telephone:** 01543 226655
**Email:** brownhills@goodchilds-uk.com
**Website:** https://www.newtonfallowell.co.uk
**Registered Name:** A.C Properties (Walsall) Limited
**Registered No:** 08737787
**Registered office address:** 1 High Street, Brownhills, Walsall, England, WS8 6ED
**VAT No:** 183 9058 78

**Property address:**

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## Service Level and Schedule of Charges – In each service level, each item ticked is available within that service. If the item is ticked and there is no Fee displayed, the item is included within the service at no additional cost. If there is a tick and a Fee displayed, the item is delivered within the service at the Fee displayed. If there is no tick for that service, but there is a displayed fee the item is not included within the service, and you will need to instruct the Agent, and the Agent would need to accept to carry out this item at the Fee displayed. If there is no tick and no fee, this item is not available.

| All fees include VAT | Fully Managed | Rent Collect | Let Only |
|---|---|---|---|
| **General Fees** | | | |
| **Tenancy set up**<br>Deducted from the first months' rent received | **£200.00** | **£200.00** | **100%** |
| **Monthly service commission –**<br>Percentage of the agreed rent due each month throughout a tenancy.<br><br>If the monthly rental is you will pay a fee of | **15.6% incl.VAT**<br>13% excl.VAT<br><br>**£0 incl. VAT** | **9.6% incl.VAT**<br>8% excl.VAT<br><br>**£0 incl. VAT** | **incl.VAT**<br>excl.VAT<br><br>**£0 incl. VAT** |
| **Landlord Sanctions Check – per person** | ✔<br>**£15.00** | ✔<br>**£15.00** | ✔<br>**£15.00** |
| **Pre-Tenancy** | | | |
| **Rental appraisal**<br>We will assess the letting potential of your property and suggest a realistic rental value. We will recommend any essential works required to achieve a quick let. | ✔ | ✔ | ✔ |
| **Property marketing**<br>We will promote your property widely, including internet advertising and matching to applicants on our database. We'll write a description in language that appeals to renters and take photographs We'll also erect a 'To Let' board. | ✔ | ✔ | ✔ |
| **Accompanied viewings and feedback**<br>We will accompany all viewings where possible, making sure that these are scheduled at times to suit if you are in residence, and provide honest feedback. We will showcase the features of your property to maximise its rental appeal. | ✔ | ✔ | ✔ |
| **Tenant referencing**<br>We will assess applicants and guarantors by running identity checks, employment, income checks, fraud/default database checks, sanction checks and obtaining a credit score. | ✔ | ✔ | ✔ |
| **Initial Right to Rent checks**<br>Prior to the commencement of the tenancy, we will check the official documents of all adults aged 18 years and over who will be residing at the property to confirm that they have the right to live in the UK | ✔ | ✔ | ✔ |
| **Tenancy agreement**<br>We will draw up a professional tenancy agreement to suit the circumstances of the let. | ✔ | ✔ | ✔ |
| **Energy Performance Certificate**<br>We will check if your property has a compliant Energy | ✔ | ✔ | ✔ |

*Fees and charges may apply, please see the standard schedule of charges*

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|---|---|---|---|
| Performance Certificate (EPC), and we can arrange one on your behalf, as necessary, prior to starting to market. | **£120.00** | **£120.00** | **£120.00** |
| **Gas safety record**<br>We will have every gas appliance at the property (including LPG fired) checked at the start of the tenancy by a Gas Safe registered engineer unless one is already in place | ✔<br>**£80.00** | ✔<br>**£80.00** | ✔<br>**£80.00** |
| **Electrical testing**<br>We will arrange an Electrical Installation Condition Report if due and a Portable Appliance Test if required before the start of the tenancy, and we can arrange to carry out any essential work. | ✔<br>**£199.00** | ✔<br>**£199.00** | ✔<br>**£199.00** |
| **Smoke alarms and carbon monoxide detectors**<br>We will check that the correct detectors are installed and that they are working at the start of every new tenancy. | ✔<br>**£60.00** | ✔<br>**£60.00** | |
| **Legionella risk assessment**<br>We will arrange a risk assessment. If a risk is identified, we can arrange essential works to minimise the risk to the tenant. | ✔<br>**£80.00** | ✔<br>**£80.00** | ✔<br>**£80.00** |

| **Start of tenancy** | | | |
|---|---|---|---|
| **Signing the agreement**<br>We will Make sure the Tenancy Agreement is signed. We will request the first payment of rent as cleared funds. | ✔ | ✔ | ✔ |
| **Security deposit**<br>Where we take a security deposit, we will lodge it with a government approved scheme within the statutory time period.<br>Even if you are taking and registering the deposit, we will provide your tenant with the prescribed information regarding how their money is being protected. | ✔ | ✔ | |
| **Inventory and Schedule of condition**<br>We will prepare an Inventory and Schedule of condition of the property at the start of every new tenancy which will include utility meter readings. | ✔ | | |
| Studio/1 bed* | **£0.00** | **£120.00** | **£120.00** |
| 2 bed* | **£0.00** | **£120.00** | **£120.00** |
| 3 bed* | **£0.00** | **£120.00** | **£120.00** |
| 4 bed* | **£0.00** | **£120.00** | **£120.00** |
| 5 bed* | **£0.00** | **£120.00** | **£120.00** |
| Additional fee, in addition to the above, if fully furnished | | | |
| **Utilities**<br>We will manage the energy supply, council tax and water on a Tenant move in facilitated by a third party | ✔ | ✔ | ✔ |
| **Check-in**<br>We will arrange a check-in to include key collection, signing of the Inventory, dealing with any documents relating to move in. | ✔ | ✔ | ✔ |

*Fees and charges may apply, please see the standard schedule of charges*

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| During tenancy | | | |
|---|---|---|---|
| **Rent payment and statements**<br>We will account to you for the rent received, less outgoings and our Fees, accompanied by a statement. We will always transfer the rent we receive into your account. We reserve the right to invoice you for our fees where rent is not paid. | ✔ | ✔ | |
| **Rent Arrears**<br>We will inform you if the Tenant is in Arrears. Within 3 working days of the due date, we will chase the Tenant for payment of any Arrears. Arrears pursuit is limited to reminders and correspondence. Legal action requires your separate written instruction | ✔ | ✔ | |
| **Tenancy renewal**<br>When a Company Let or Non-Housing Act Tenancy is coming to an end, we will negotiate with your tenant the rental terms and arrange for a renewal agreement to be signed. | ✔ | ✔<br>**£80.00** | |
| **Rent review**<br>We will review the rent annually, to ensure it's appropriate to current market conditions. | ✔ | ✔ | |
| **Right to Rent re-check service**<br>Where required by law, we will carry out follow up checks of the official documents of all adults aged 18 years and over residing at the property to confirm that they continue to have the right to live in the UK. | ✔ | ✔ | |
| **Regular property visits and reports**<br>We will arrange to visit the property and provide you with a full report of our visit. We will suggest essential maintenance or make other observations and recommendations, as necessary. | ✔ | **£80.00** | **£80.00** |
| **Gas safety record renewal**<br>We will arrange for the annual gas safety inspection and record renewal. | ✔<br>**£80.00** | ✔<br>**£80.00** | ✔<br>**£80.00** |
| **Electrical Testing renewal**<br>We will arrange for the renewal of an EICR and record renewal | ✔<br>**£199.00** | ✔<br>**£199.00** | ✔<br>**£199.00** |
| **EPC renewal**<br>We will arrange for the renewal of an EPC (Energy Performance Certificate) if required and record renewal | ✔<br>**£120.00** | ✔<br>**£120.00** | ✔<br>**£120.00** |
| **Legionella Risk Assessment renewal**<br>We will arrange for a review of the Risk Assessment at the advisable time and advise of any risk | ✔<br>**£80.00** | ✔<br>**£80.00** | ✔<br>**£80.00** |
| **Tenancy matters**<br>We will act as the tenant's day-to-day point of contact for all matters arising during the tenancy, advise of any known breach of the terms of the Tenancy Agreements | ✔ | ✔ | |

*Fees and charges may apply, please see the standard schedule of charges*

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|---|---|---|---|
| and pass on any relevant notices we receive to the Landlord | | | |
| **Routine maintenance**<br>We will notify you of all works and costs prior to the works commencing unless it is below the agreed pre-authorised limits, is an emergency to protect your interest, you are uncontactable for a period of time where not actioning the works will cause you or us to breach legislation. | ✔ | ✔ | |
| **Works over agreed spend limit**<br>For works over an agreed spend of **300**, we will arrange for an estimate for your consideration. We will confirm when the works have been completed. | ✔ | ✔ | |
| **Out of hours emergency**<br>We provide 24/7 online support to help your tenant deal with emergencies at the property which occur outside of normal office hours. | ✔ | ✔ | |
| **Payment of contractors' invoices**<br>We will raise contractors' invoices in your name and settle them by deduction from rental income. Should the invoice exceed the rent income or rent is not received, we will ask for a pre-payment to hold on your account or send them to you for direct payment (per invoice) | ✔ | ✔ | |
| **Rent Guarantee**<br>We will arrange a Rent and Legal Protection policy appropriate to each tenancy's circumstances. Further details of the applicable terms and conditions are attached at Schedule 2. If there is a charge in this row, the charge is **Per month.** | ✔<br>**£33.00** | ✔<br>**£33.00** | |
| **Eviction of unauthorised occupants**<br>We will assist with action to legally remove unauthorised occupants from your property subject to statutory legal process. | ✔ | ✔ | |
| **HMRC compliance**<br>At your request, we will issue a summary statement showing all receipts and outgoings, for your annual tax return. | ✔ | ✔ | |
| **Making Tax Digital**<br>If you are required to submit your tax returns quarterly under the MTD requirements, we can provide you with access to a third party MTD compatible software to complete your quarterly returns and we can supply all your quarterly income and expenditure into the platform | ✔ | ✔ | |
| **Pet Requests**<br>A tenant has a right to request a pet, which can only be refused if it's reasonable to do so. We will manage this process and manage adding a pet to the tenancy if consent is given | ✔ | ✔ | |
| **Non-UK residents accounting to HMRC**<br>If you are non-UK resident for tax purposes and have | ✔ | ✔ | |

| | | | |
|---|---|---|---|
| not obtained approval to receive rent without deduction of UK income tax, then by Law, we will retain the tax element and pay over to HMRC quarterly on your behalf. (fee per month) | | | |

| End of tenancy | | | |
|---|---|---|---|
| **Arranging deposit return**<br>At the end of the tenancy, where we hold the deposit, we will arrange for the return of the deposit less any agreed deductions. | ✔ | ✔ | |
| **Check out inspection**<br>We will arrange to inspect and compile a schedule of condition at the end of the tenancy identifying items which fall outside of normal “wear and tear” and may form a claim against the tenant’s security deposit. | ✔ | ✔<br>**£85.00** | ✔<br>**£85.00** |
| **Damage dispute negotiation**<br>We will advise on the strength of any claim against the tenant’s security deposit and will liaise between you and your tenant in the event of a dispute to negotiate an acceptable resolution. | ✔ | ✔ | |
| **Damage dispute adjudication**<br>If there is a dispute, we will refer the matter to the relevant deposit scheme for independent review. We will prepare relevant documentation for the adjudication process. | ✔ | ✔ | |
| **Utility switching**<br>Where we have completed a check out, we will notify the current energy supplier, local council tax authority and water supply.<br>We may arrange an energy switch to a preferred supplier using a third-party provider. Details can be provided separately. | ✔ | ✔ | |

| Additional Charges | | | |
|---|---|---|---|
| Professional photography | ✔ | ✔ | ✔ |
| "Featured property" advertising | | | |
| Floor plan | | | |

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|---|---|---|---|
| Professional Hourly Rate | ✔ | ✔ | |
| Preparation of documents for dispute adjudication or court proceedings | ✔ | ✔ | |
| Drawing up of documentation if not included in Service level | ✔ | ✔ | |
| Attendance at court | ✔ | ✔ **£180.00** | |
| Early termination of management service with a sitting tenant | ✔ **£1,200.00** | ✔ **£1,200.00** | |
| Administration fee for withdrawing from an offer of a tenancy | ✔ | ✔ | |
| Provision of duplicate documents or statements | ✔ **£6.00** | ✔ **£6.00** | |
| Cutting of keys (per key) | ✔ | ✔ **£12.00** | ✔ **£12.00** |
| Amending of Agreement due to Tenant Swap | ✔ | ✔ **£60.00** | |

## Terms & Conditions Apply.

Please be aware that where a new service is added due to legislative change or improvements in industry standards, we may add services to the above, these will either be done in writing with any costs made clear or we will reissue the terms of business to you.

The following definitions and rules of interpretation apply in this Agreement.

### 1. Definitions

# Landlord Terms of Business

**Agent ("We" or "Us"):** The Agent includes any new agent or third party who assumes all rights and responsibilities under this Agreement following an assignment, transfer or sub-contract pursuant to clause 19.2 of this Agreement.
**Additional Charges:** the cost charged by the Agent to the Landlord for an Additional Service as set out in the Service Level and Schedule of Charges.
**Additional Services:** any service that is not ticked in the Service Level and Schedule of Charges for the chosen service level which the Landlord and Agent have agreed in writing will be provided by the Agent at the Additional Charge.
**Agreement:** references to 'Agreement' or 'the Agreement' are to these Terms of Business.
**Arrears:** any Rent unpaid by midnight on the relevant Rent Due Date.
**Client Money:** monies received or held by the Agent for or on behalf of the Landlord, including Rent, floats, withheld tax and any other payments made in connection with the Property.
**Deposit:** the sum paid by the Tenant as security for the performance of their obligations under the tenancy agreement.
**Deposit Scheme Administrator:** the government authorised protection scheme for the protection of the Deposit. The Deposit Scheme Administrator can be different for different tenancy agreements and can even change during a tenancy agreement. If the Deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in Schedule 1 apply unless and until you are notified otherwise (in which case they will supersede the clauses in Schedule 1).
**Fees:** Monthly service commission, Let Only Fee, Tenancy Set-up fee, Additional Charges, cancellation/termination fees, commissions and expenses payable by the Landlord in connection with the supply of the Services. A full schedule of Fees is set out in the attached Service Level and Schedule of Charges or any revision of the Service Level and Schedule of Charges notified to the Landlord in accordance with this Agreement.
**Landlord ("You" or "Your"):** the person or company named as Landlords of the Property and will include any other persons with a legal interest in the Property, whether disclosed or not. Where the "Landlord" is comprised of more than one person and/or entity the obligations apply to, and are enforceable against them, jointly and severally.
**Property**: References to 'the Property' include reference to any part of it, curtilage of the same together with the garden, garage, any outbuildings and any parking space (if applicable).
**Property Information Questionnaire:** The questionnaire that the Agent requires the Landlord to complete fully and accurately to include the information needed to supply the Services and Additional Services.
**Rent:** the rent due from the Tenants under the tenancy agreement, excluding the Deposit.
**Rent Due Date:** each date on which Rent falls due under the tenancy agreement.
**Services:** the services as set out in the attached Service Level and Schedule of Charges.
**Tenant:** the person(s) or company named as Tenant(s) in the tenancy agreement relating to the Property.
**Tenancy Commencement Date:** The date of commencement of the tenancy in connection with the Property.
**Term:** the period for which the Services and Additional Services are to be provided as agreed between the Landlord and Agent.
**Termination:** the date of which the Services and Additional Services cease in accordance with clause 15.
**Working Day**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

## 2. Interpretation

2.1 References to clauses are to the clauses of these Terms of Business.
2.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time; and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
2.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 3. Professional Membership

3.1 The Agent is a member of Propertymark. You can find the Propertymark code of conduct at this address:-https://www.propertymark.co.uk.

## 4. Supply of Services and Additional Services

4.1 The Agent shall supply the Services and Additional Services to the Landlord and in accordance with these Terms of Business in all material respects unless otherwise expressly agreed in writing. The Agent reserves the right to amend these Terms of Business if necessary to comply with any applicable law or regulatory requirement. Even if the amendment will not materially affect the nature or quality of the Services and Additional Services, the Agent shall notify the Landlord in writing in any such event.
4.2 For any level of service, Additional Services may be available at the Additional Charge listed.
4.3 If the Landlord upgrades to a different level of service, this Agreement will terminate automatically upon signing of the new Terms of Business.

## 5. The Landlord's undertakings

The Landlord undertakes that:
Legal ownership
5.1 They are the legal owner of the Property and are entitled to enter into these Terms of Business in respect of the Property.
5.2 If the Property is leasehold, they will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
5.3 They agree to provide proof of current ownership of the Property as may be required (including HM Land Registry documentation)
Mandatory consent
5.4 They have received consent to let the Property from their mortgage provider and any other required third parties and will supply a written copy of the consent to the Agent prior to the commencement of any let of the Property.
5.5 The Property and contents (if applicable) are adequately insured (to include cover for insured risks of fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which the Landlord decides to insure from time to time), and that the insurance company is aware of and consents to the letting of the Property and will supply a copy of the insurance policy.
State of the Property

5.6 The Property is fit to be let, compliant with all statutory requirements, and all appliances and goods are in full working order, serviced and have safety instructions for use.
5.7 They agree to maintain the Property in accordance with the requirements of clause 8 of these Terms of Business.
Energy Performance Certificate (EPC)
5.8 The Landlord acknowledges that the Property cannot lawfully be marketed to let without a valid Energy Performance Certificate (EPC). The Landlord will supply the Agent with a valid EPC prior to marketing or authorises the Agent to obtain one at the Landlord's cost. The Landlord also acknowledges that the EPC rating must be included in all marketing material in accordance with current legislation (as long as it is instructed prior to marketing, there is a 7 day grace period or 28 days in specific circumstances), and agrees to notify the Agent promptly if the EPC becomes invalid or is replaced during the marketing period or any subsequent re-letting.
Agent's Instruction
The Landlord agrees that:
5.9 The Agent is appointed as Agent for the Landlord to provide the Services and Additional Services.
5.10 The Agent has authority to act on their behalf and to do anything which they could do in their capacity as Landlord of the Property and will approve of everything done by the Agent in good faith except for negligent acts or omissions or breaches of these Terms of Business.
5.11 You authorise the Agent or any employees of the Agent to sign the tenancy agreement, notices and any relevant documentation for and on your behalf relating to the Property.
5.12 The Landlord will indemnify the Agent against all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent under these Terms of Business, including reasonable third party costs to collect outstanding sums due from you pursuant to this Agreement, unless the loss or liability arises through negligence or breach on the part of the Agent of these Terms of Business.
5.13 The Landlord authorises the Agent to receive Rent as the Landlord's agent into the Agent's designated client money account and to deduct Fees and permitted costs before remitting balances.
5.14 The Landlord will not demand or accept Rent directly from the Tenants during the term of this Agreement. If the Landlord does so, Fees and commission as if the Rent had been received by the Agent remain payable.
5.15 Where the Landlord is a non-resident landlord for UK tax purposes, the Landlord shall promptly provide any HMRC approvals or directions reasonably required for the Agent to remit Rent gross; failing which the Agent may deduct and account for basic rate tax as required by law on a monthly basis. The Agent may charge for any work required due to there being no HMRC approval as per the Service Level and Schedule of Charges.
5.16 The Landlord will provide the Agent with their Non-Resident Landlord approval reference before rent payments commence.

## 6. Landlord's responsibilities

The Landlord agrees to:
6.1 Co-operate with the Agent in all matters relating to the Services and Additional Services.
6.2 Provide the Agent, its employees, agents, consultants and subcontractors, with access to the Property, and other facilities as reasonably required by the Agent.
6.3 Provide the Agent with such information and materials as the Agent may reasonably require in order to supply the Services and Additional Services and ensure that such information is complete and accurate in all material respects, including completing the Property Information Questionnaire in full. It is the Landlord's responsibility to disclose to the Agent if they are in a prohibited marketing period which prevents the Property from being marketed or let under the Renters' Rights Act 2025.
6.4 Obtain and maintain all documentation, necessary licences, permissions and consents which may be required for the Services and Additional Services before the Commencement Date and/or the date of any tenancy agreement and not to let them lapse. The Agent will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
6.5 Where the Property requires a licence under an existing or new licensing scheme under the Housing Act 2004, and a licence has not already been issued, the Landlord will apply for the licence and pay the applicable fee. The Landlord will apply for a renewal of the licence in good time, when this is needed. The Landlord will provide the Agent with a copy of the licence or confirmation from the local authority that a licence application has been received, before the new scheme is in force, before the Property is first let or before the licence is due for renewal, as appropriate. The Landlord will not hold the Agent liable and will indemnify the Agent (compensate the Agent for any losses to the Agent), for any fines or other penalties as a result of the Landlord's failure to make an application for, or renew, a licence and pay the fee.
6.6 If the Property is a House in Multiple Occupation (HMO) as defined in the Housing Act 2004 of any type, then the Landlord will need to arrange and provide copies of additional paperwork and to evidence compliance with the Property's local authority requirements, including but not limited to initial and ongoing requirements for portable appliance testing and a fire risk assessment. Where there are additional property standards compared to a non - HMO and / or additional checks and monitoring the Landlord is responsible for ensuring all of these are completed in line with legislative and /or local authority requirements The Agent may assist you with complying with some of your HMO duties as set out in the Additional Services section of the Service Level and Schedule of Charges or as agreed separately in writing by both parties.
6.7 Under the Renters Rights Act it will become compulsory for all Landlords to join a designated Landlord Ombudsman scheme and to register on a Landlord / property database. Whilst all details and implementation dates are not known, the Landlord agrees they will comply with these requirements under this Act by the implementation date. We may offer Additional Services to assist you with these which may incur a fee. We will notify you in writing.
6.8 Comply with any additional obligations as set out in any associated tenancy agreement.
6.9 The Agent will assist the Landlord to comply with the Landlord's duties under this Agreement where included in the Services and Additional Services. The Landlord remains legally responsible for compliance with all statutory requirements.

## 7. Maintenance of the Property

7.1 It is the Landlord's legal responsibility to ensure that the Property is adequately maintained and compliant with the relevant legislation as in force or amended from time to time. To that end, the Landlord undertakes that:
(a) They shall supply furniture and equipment in the Property compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and/or the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025; and
(b) The Property is compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy; and

(c) The gas appliances and flues supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended), and the Tenants will be provided with a copy of the current compliant Gas Safety Record prior to the start of the Tenancy; and

(d) The electrical installation and all electrical equipment supplied by the Landlord comply with the Electrical Equipment (Safety) Regulations 2016 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and supply to the Agent with a copy of an in-date, satisfactory EICR; and

(e) The Property is compliant with Health and Safety Executive Approved Code of Practice (ACOP) L8 'The Control of Legionella Bacteria in Water Systems' and supply the Agent with a copy of the risk assessment; and

(f) The Property is compliant with the Blind Cord Safety Regulation 2014; and

(g) If the Property has a chimney, fireplace, wood-burning stove, open fire or other solid fuel appliance the Landlord will be responsible for ensuring they're safe, clean and inspected annually and provide evidence of the same to the Agent. If there is an oil-fired boiler it is the Landlord's responsibility to service this before the start of a Tenancy and every year.

(h) The Landlord must disclose if there is or they have any suspicion of asbestos in the Property, in which case the Landlord must provide an asbestos risk assessment.

7.2 For the Fully Managed service only: -

7.2.1 the Agent is engaged to manage repairs and maintenance of the Property as set out in the above Service Level and Schedule of Charges

7.2.2 the Agent may instruct contractors and arrange works on behalf of the Landlord, subject to any limits or procedures set out in the attached Service Level Table.

7.2.3 Where the Agent has made reasonable attempts to make contact with the Landlord, to the last known contact details and works are required over the Agreed Spend Limit, which would breach legislation if they were not completed or it is an emergency (e.g. to protect the Tenant or the Property), the Agent will authorise the works on your behalf and will deduct the cost from the Rent or you will be invoiced for direct payment which needs to be settled within 7 days.

7.2.4 For any other level of service, there will be no maintenance or repairs completed unless shown as included in that service level in the above Service Level and Schedule of Charges or separately agreed in writing between the parties.

7.3 The Landlord remains legally responsible for compliance with all statutory requirements.

## 8. Awaab's Law and Property Condition

8.1 While the requirements of Awaab's Law (Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025) apply to social landlords, private landlords are reminded of their statutory duties under Section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 to ensure that the Property is maintained in good repair, free from damp and mould, and safe for occupation.

8.2 Where the Agent provides a Full Management service, or (for any other level of service) where the Agent has agreed in writing to provide maintenance services relevant to clause 8.1 above, the Agent will act promptly to investigate and arrange necessary remedial works in accordance with the terms of this Agreement, and will inform the Landlord of any disrepair or hazard that may pose a risk to the Tenant's health, safety, or wellbeing of which the Agent is aware. The Landlord agrees to authorise and fund such works without undue delay to ensure statutory compliance. The Landlord remains legally responsible for compliance with all statutory requirements.

8.3 Where 8.2 does not apply, the Landlord remains solely responsible for ensuring compliance with all statutory repair and maintenance obligations.

## 9. Deposit

9.1 If a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the Agent then, in circumstances detailed in Schedule 1 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.

9.2 When the Agent is registering the Deposit, the Deposit will be processed in accordance with the requirements of the deposit protection legislation. Where the Agent is not registering the Deposit, the Landlord will process the Deposit in accordance with the requirements of the deposit protection legislation.

9.3 When the Agent is registering the Deposit, the Agent will choose a suitable Deposit Scheme Administrator and comply with the initial and ongoing requirements of that scheme.

9.4 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.

9.5 During a dispute, the liability to pay for cleaning, repairs etc. will remain with the Landlord. Any award made to the Landlord post-adjudication will be paid over once received.

9.6 If the Agent holds a Deposit under an insured scheme, the Agent will have to pay the Deposit into the scheme once a formal dispute is raised.

9.7 If the Deposit is not required to be protected by legislation, the Agent will inform you if the Deposit will be registered or kept in the Agent's client account, unless agreed that the Landlord is going to lodge the deposit in their own account. If kept in the Agent's client account, the Agent will retain the Deposit during negotiations on the refund pending agreement or a court order and will retain any interest earned on the Deposit.

9.8 The Deposit will first be used to pay outstanding rent and then any other damages.

## 10. Landlord's Default

10.1 If the Agent's performance of any of its obligations under these Terms of Business is prevented or delayed by any act, omission, or failure by the Landlord to perform any relevant obligation (referred to herein as a "Landlord Default"):

(a) without limiting or affecting any other right or remedy available the Agent shall have the right to suspend performance of the Services and Additional Services until the Landlord remedies the Landlord Default; and shall have the right to rely on the Landlord Default to relieve it from the performance of any of its obligations under the Terms of Business in each case to the extent the Landlord Default prevents or delays the Agent's performance of any of its obligations;

(b) the Agent shall not be liable for any costs or losses sustained or incurred by the Landlord arising directly or indirectly from the Agent's failure or delay to perform any of its obligations as set out in this clause; and

(c) The Landlord shall indemnify the Agent for any costs and expenses, losses, penalties, claims or liabilities sustained or incurred by the Agent arising directly or indirectly from the Landlord Default, including reasonable third-party costs to collect outstanding sums due from the Landlord pursuant to this Agreement.

## 11. The Agent's undertakings

11.1 The Agent will provide the Services and the Additional Services as agreed.

The Agent undertakes to:

11.2 Supply the Services and the Additional Services to the Landlord in accordance with the terms expressly agreed between the parties in this Agreement in all material aspects.

11.3 Carry out customer due diligence in accordance with the Money Laundering Regulations 2017; and the guidelines on financial sanctions set by the Office of Financial Sanctions Implementation (OFSI) in May 2025. The Agent will complete ID, Sanctions and Pep checks on Landlords and Tenants in line with these regulations and will charge the fees listed in the above Service Levels and Schedule of Charges.

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

11.5 At its discretion, delegate any of the Services or the Additional Services, such as inventory taking or referencing of prospective Tenants, where it does not adversely prejudice the Landlord by doing so.

11.6 For Fully Managed only, notify the Landlord of any new requirements derived from changes to laws and regulations relating to the use of the Property for residential lettings and shall as soon as reasonably practicable, notify the Landlord if it becomes aware of a breach of any of those laws or regulations in relation to the Property.

11.7 For any level of service other than Fully Managed, where applicable, notify the Landlord of any changes to laws and regulations relating to the use of the Property which would affect the commencement of the letting. Unless expressly agreed, the Agent is not responsible during the letting for:

(a) Advising the landlord in connection with legal or other obligations relating to the Property other than those necessary for the purposes of commencing the letting.

(b) The arrangement or supervisions of repairs and/or the management of third-party contractors in connection with the Property.

11.8 At their discretion, prepare and serve legal notices as listed in the Services or Additional Services required relating to the letting.

11.9 The Agent is not responsible:

(a) For redirecting the Landlord's post delivered to the Property.

(b) For managing or supervising the Property when it is not let other than void period property inspections if included in the Services or Additional Services; and

(c) For any latent (hidden) defect in the Property.

(d) For any Service Level other than Fully Managed, for liaising with local authorities, Courts, bailiffs or other third parties other than those expressly agreed in this Agreement.

11.10 This Agreement only refers to the management of the Property. If the Property is in a multi-occupied dwelling (e.g. flats within one building/block management), the Agent will not be responsible for the building or any elements of communal area management unless agreed with the Landlord in a separate term of business.

11.11 The Agent will not attend court or any tribunal in relation to the Property unless agreed between the Landlord and the Agent beforehand or unless, as a matter of law, the Agent is required to attend in which case the Landlord shall be liable for the Agent's reasonable costs in so attending. The cost of attendance is set out in the Service Level and Schedule of Charges.

11.12 The Agent will not be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the works and upon terms and fees within the Service Level and Schedule of Charges or otherwise to be agreed in writing.

11.13 The Agent will ensure that all Client Money is held in an appropriately designated Client Money account, provide remittance statements and transfer cleared Rent (less Fees and authorised deductions) to the Landlord's nominated bank account.

11.14 The Agent will pursue Arrears in accordance with the Services and the Additional Services. For the avoidance of doubt, the Agent is not a guarantor of the Tenant's liabilities and is not authorised to issue legal proceedings unless agreed as a Service or Additional Service.

11.15 Where rent is received for a period beyond the termination of a tenancy at the Property, the Agent will account to the Tenant or Landlord as appropriate.

## 12. Fees

12.1 In consideration for the Services and Additional Services, the Agent shall charge the Fees in accordance with the Service Level and Schedule of Charges and these Terms of Business.

12.2 The Agent shall be entitled to charge the Landlord for any fees and expenses reasonably incurred by the individuals whom the Agent engages on behalf of the landlord in connection with the Services and the Additional Services, and for the cost of services provided by third parties and required for the performance of the Services and the Additional Services.

12.3 The Agent may receive commissions and/or referral fees, further details of which can be found on the Agent's website. By signing these Terms of Business, the Landlord confirms their acceptance to these fees.

12.4 The Tenancy Set-up fee is payable on the successful signing of a new tenancy and moving in of a Tenant, at the rate(s) set out in the Service Level and Schedule of Charges.

12.5 In the case of non-Housing Act 1988 tenancies, if the tenant (or any person or company connected to the Tenant) renews, extends, or holds over the tenancy (whether by a new agreement or otherwise), a Tenancy renewal fee is payable for each renewal, extension or period of holding over, at the rate(s) set out in the Service Level and Schedule of Charges. The Tenancy renewal fee applies to each subsequent fixed term or continuation tenancy directly resulting from the Agent's introduction.

12.6 In the event of a change of named tenant (i.e. a tenant "swap"), a Tenant Swap fee is payable for each swap, at the rate(s) set out in the Service Level and Schedule of Charges.

12.7 For the avoidance of doubt, clauses 12.4, 12.5 and 12.6 will survive the termination of this Agreement and will be payable whether or not the Agent is still instructed.

12.8 Subject to a tenancy agreement being in place in respect of the Property, for Fully Managed and Rent Collect, the Agent will automatically deduct any Fees due from the Landlord from any rent payments received to settle the account monthly and any remaining sums will be remitted to the Landlord.

12.9 If rent payments cease or if any fees are left unpaid by the Landlord, the Agent shall submit monthly invoices to the Landlord in respect of the outstanding fees.

12.10 The Landlord agrees to pay each invoice submitted by the Agent, including on behalf of third parties:

(a) within 7 days of the date of the invoice or in accordance with any credit terms agreed by the Agent and confirmed in writing; and

(b) in full and in cleared funds to a bank account nominated in writing by the Agent.

12.11 The Agent may retain any interest earned on client money.

12.12 All amounts payable are inclusive of VAT. Where any taxable supply for VAT purposes is made by the Agent to the Landlord, the Landlord shall, on receipt of a valid VAT invoice from the Agent, pay to the Agent such additional amounts in respect of VAT as are chargeable on the supply of the Services and the Additional Services at the same time as payment is due for the supply of the Services or the Additional Services.
12.13 If the Landlord fails to make a payment due to the Agent by the due date, then the Landlord shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
12.14 Fees that we as Agents may charge tenants can be found on our website.

## 13. Client Money Protection

13.1 In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, the Agent is a member of a government-approved Client Money Protection scheme. The Agent's chosen scheme is Propertymark. Their website can be found here

https://www.propertymark.co.uk/professional-standards/consumer-guides/landlords.html
Please copy and paste the URL into your web browser.
A copy of our Client Money Protection Certificate is available upon request or on our website.

## 14. Complaints & Redress

14.1 The Agent's written complaints procedure is available on the website (the address of which can be found at https://www.newtonfallowell.co.uk and can be sent to you on request. In the event of an unresolved complaint, the matter may be referred to: -

The Property Ombudsman
Telephone no: 01722 333306
Website: www.tpos.co.uk
Email: admin@tpos.co.uk

## 15. Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate the Terms of Business by giving the other party two months' written notice.
15.2 Without affecting any other right or remedy available to it, either party may terminate the Terms of Business with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of any term of these Terms of Business and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so.
(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
15.3 Without affecting any other right or remedy available to it, the Agent may terminate the Services and Additional Services with immediate effect by giving written notice to the Landlord if:
(a) the Landlord fails to pay any amount due on the due date for payment.
15.4 Without affecting any other right or remedy available to it, the Agent may suspend the supply of Services and/or Additional Services or any other Terms of Business between the Landlord and the Agent if:
(a) the Landlord fails to pay any amount due on the due date for payment.
(b) the Landlord becomes subject to any of the events listed in clause 15.2 or the Agent reasonably believes that the Landlord is about to become subject to any of them; or
(c) the Agent reasonably believes that the Landlord is about to become subject to any of the events listed in clause 15.2.
15.5 On termination, the Agent will
(a) Notify the Tenants of the change in payment instructions and any management arrangements in place;
(b) Transfer any Client Money balance to the Landlord (less Fees and authorised costs);
(c) Deliver a final statement of account to the Landlord;
(d) Return any keys and documents belonging to the Landlord that are held by the Agent; and
(e) Where the Deposit is held by the Agent, transfer or arrange transfer in accordance with relevant scheme rules.

## 16. Consequences of termination

16.1 On termination of the Services and the Additional Services the Landlord shall immediately pay to the Agent all of the Agent's outstanding unpaid Fees and interest and, in respect of Services and/or Additional Services supplied but for which no invoice has been submitted, the Agent shall submit an invoice, which shall be payable by the Landlord immediately on receipt. In addition:-
16.1.1 Where the Landlord cancels or terminates these Terms of Business before a tenancy has commenced, whether a new let or re-let, (including during the 14 days cancellation period), the Landlord will reimburse the Agent for any costs and expenses incurred and work undertaken by the Agent. If a ready, willing and able tenant is introduced through the Agent during the Agent's period of instruction, or as a result of the Agent's marketing activity, the minimum fee payable will be the fee for the Let Only service plus any expenses incurred for example the gas safety check.
16.1.2 Where the Landlord cancels or terminates these Terms of Business during a tenancy (Fully Managed or Rent Collection service only), the Landlord will pay the Agent the Let Only fee plus any expenses incurred for example the gas safety check.
16.2 Termination or expiry shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms of Business which existed at or before the date of termination or expiry.
16.3 Any provision of the Terms of Business that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms of Business shall remain in full force and effect.

16.4 Any remaining Client Money held by the Agent on account of the Landlord (including any management float) will be returned, less any agreed or properly incurred Fees, costs or commitments.

## 17. Limitation of Liability

17.1 The Agent has obtained insurance cover in respect of its own legal liability. The limits and exclusions in this clause reflect the insurance cover the Agent has been able to arrange up to the limits within the policy held and the Landlord is responsible for making its own arrangements for the insurance of any excess loss. Details of the Agent's insurance cover and the limits are available on request.
17.2 The restriction on liability in this clause includes every kind of liability arising under or in connection with the Terms of Business including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
17.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
17.4 Nothing in this clause shall limit the Landlord's payment obligations under the Terms of Business.
17.5 Nothing in the Terms of Business limits any liability which cannot legally be limited, including but not limited to liability for:
(a) death or personal injury caused by negligence;
(b) fraud or fraudulent misrepresentation; and
(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
17.6 The following types of loss are wholly excluded:
(a) loss of profits.
(b) loss of sales or business.
(c) loss of agreements or Terms of Business.
(d) loss of anticipated savings.
(e) loss of use or corruption of software, data or information.
(f) loss of or damage to goodwill; and
(g) indirect or consequential loss.
17.7 The Agent may not be held liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractors or the repair work.
17.8 The Agent may not be held liable for any loss or damage suffered by the Landlord via the act, negligence and omission of any third party which may arise, otherwise than through the negligence of the Agent.
17.9 The Agent may not be held liable for the Tenant's failure to pay Rent or for any loss arising from such failure. If rent guarantee insurance is provided as an Additional Service, this is a separate arrangement.
17.10 This clause 17 shall survive termination of the Terms of Business.

## 18. Rent Guarantee Service

Where listed and ticked as supplied within the Service Level in the Service Level and Schedule of Charges the Agent will provide cover in relation to the Property on an annual basis for rent arrears and eviction costs as long as the terms and conditions attached at the Acknowledgement of Interest at Schedule 2 are complied with. If your tenant is in occupation at the time of signing this Agreement and they are in arrears or do not meet the qualifying criteria of the policy, upon re-let of the property, subject to the qualifying criteria of the tenant, we will include this service as per the Service Level and Schedule of Charges.

The Agent can cancel the policy at any time, including but not limited to where the Agent's management of the Property ends or the Landlord wishes to let the Property to a tenant who doesn't qualify for Rent Guarantee. No part of the fee will be refunded to the Landlord for cancellation or termination of the Rent Guarantee where the Landlord has breached any term or let the Property to a tenant who doesn't qualify for Rent Guarantee or any other act or omission by the Landlord and the Landlord will not hold the Agent liable, and will indemnify the Agent (compensate the Agent for any losses to the Agent), for any penalties or losses the Agent suffers as a result.

The details of the protection are as follows:

- Should your tenant fall into arrears or breach their tenancy agreement, you will be paid the rent due, subject to the protection limits detailed below and the terms of the service, and your tenants will be evicted for you at no additional cost to you.

Rent Guarantee provides the following benefits for any valid claims:

- Monthly rent is paid up to a maximum value equivalent to 15 months' rent or up to Vacant Possession, whichever is first
- 75% of the rent is covered for up to 3 months after Vacant Possession. This cover ceases once the property is re-let
- Professional costs up to £100,000 to cover eviction costs if the tenant is in breach of their tenancy agreement or following an expired notice seeking possession
- No deductions, 100% of your rent is paid (apart from normal agent fees and maintenance costs)
- Professional assistance to recover possession of the property
- Professional court attendance on your behalf
- No excess to claim*

(Correct at the time of writing, subject to updated policy terms which may be amended from time to time).
*Conditions apply

## 19. General

19.1 **Force majeure.** Neither party shall be in breach of the Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
19.2 **Assignment and other dealings.** The Landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Terms of Business without the prior written consent of the Agent.
The Agent reserves the right to assign, transfer, or subcontract any of its rights or obligations under this Agreement to a new agent and/or third party, including any potential sale or assignment at any time from time to time.
The Landlord irrevocably consents to each transfer and agrees that the Agent can make transfers using its rights under this Agreement without further consent provided that the Agent has served at least 14 days' notice in accordance with clause 19.8 of this Agreement.
If the Agent's rights and obligations are assigned, transferred or subcontracted under this clause 19.2, the new agent and/or third party will automatically assume all rights and obligations under this Agreement.

19.3 **Confidentiality.**

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Landlords, clients or Agents of the other party, except as permitted by clause 19.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms of Business, Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause ; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms of Business.

19.4 **Entire agreement.**

(a) These Terms of Business governs 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.

(b) Each party acknowledges that in entering the Terms of Business, it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Terms of Business. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms of Business.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

19.5 **Variation.** The Agent may vary these Terms of Business as may be necessary from time to time. Variation shall take effect 30 days after service of notice of the variation upon the Landlord in accordance with clause 19.8.

19.6 **Waiver.** A waiver of any right or remedy under the Terms of Business or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms of Business or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms of Business or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.7 **Severance.** If any provision or part-provision of the Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Terms of Business is deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.8 **Notices.**

(a) Any notice given to a party under or in connection with these Terms of Business shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at: -

(i) (notices for the Agent): the address given for the Agent in these Terms of Business

(ii) (notices for the Landlord): its registered office (if a company) or its principal address (in any other case);

(b) or sent by email to:

(i) Newton Fallowell Brownhills brownhills@goodchilds-uk.com

(ii) The last known email address of the Landlord.

(c) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19.9 **Third party rights.**

(a) Unless it expressly states otherwise, the Terms of Business does not give rise to any rights under the Terms and Conditions (Rights of Third Parties) Act 1999 to enforce any term of the Terms of Business.

(b) The rights of the parties to rescind or vary the Terms of Business are not subject to the consent of any third party.

19.10 **Governing law.** The Terms of Business, and any dispute or claim (including non-contractual disputes or claims) 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.

19.11 **Data protection.** The Agent is registered for the purposes of the UK GDPR and Data Protection Act 2018.

The Landlord gives consent to their personal data being given to Tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers and any others listed in our privacy policy to enable the effective management of the Property and to comply with legal duties and/or for the purposes of carrying out the Services.

Your personal data will be handled in accordance with the UK GDPR and Data Protection Act 2018. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found on our website which is https://www.newtonfallowell.co.uk.

The Landlord is responsible for obtaining Information Commissioner's Office registration where applicable and should pay the data protection fee and process all data in accordance with the UK General Data Protection Regulations. The Landlord will be liable for any penalties for non-compliance with the Landlord's responsibilities.

20. **Execution.** This Agreement may be executed electronically or in counterparts.

## Consumer Protection – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013

You have the right to cancel this contract within 14 days (the cooling-off period) without giving any reason provided the Landlord is an individual acting wholly or mainly outside his trade, business, craft or profession and the Agreement falls within the definitions (in each case, as defined in the Regulations) of an "off premises contract" or a "distance contract".

The cancellation period will expire after 14 days of the conclusion of the contract.

To exercise the right to cancel during the cooling off period, you must inform us at the address below of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached Model Cancellation Form at Schedule 3 but it is not obligatory.

# Landlord Terms of Business

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. In the case of an electronic or fax communication you may send this up to and including the last day of the 14-day period.

**Agency details:**
Newton Fallowell Brownhills
1 High Street ,
Brownhills, Walsall, DE14 1AX
T: 01543 226655
E: brownhills@goodchilds-uk.com
W: https://www.newtonfallowell.co.uk

**Effects of your cancellation during the cooling off period**
If you cancel this contract during the cooling off period, the agency will reimburse you for all payments the agency received from you less any work undertaken on your instruction, during the lead up to the cancellation in connection with your property which will remain payable to the agency and/or their approved contractors. For example, an EPC carried out at your instruction, at your property (within the cancellation period) in order for the agency to commence the marketing of your property, will require payment.
If you requested to begin the marketing of your property during the cooling off period, you will be required to pay the agency an amount which is in proportion to what has been performed until the communication of cancellation was sent to the agency. This is in comparison to the full coverage of the service requested.

**Making Tax Digital Service**
This service gives you access to Provestor, a specialist property tax service for landlords. You'll receive a link to sign up directly with Provestor and will receive separate terms from them to agree to. We have a separate sign-in to Provestor, which we use solely to input your quarterly income and expenditure as part of this service. We do not have access to any other personal or tax information you enter into Provestor. If you need additional accounting or tax return services, these are available directly from Provestor under a separate agreement with them.

If you would like to be contacted about the Making Tax Digital service tick here: ☐

## Declaration

Are you happy for us to start providing our service within the 14-day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel, please note we cannot provide any services unless you sign the below.

Landlord 1 name (print):

Signature:

# Landlord Terms of Business

IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO A BINDING AGREEMENT.

I/We agree and accept these Terms of Business and instruct the Agent to undertake the service as detailed below:

☐ Fully Managed ☐ Rent Collect ☐ Let Only Plus Compliance ☐ Let Only

For Let Only, if you would like to be contacted about the Rent Guarantee Service tick here: ☐

I / We agree to be bound by these Terms of Business ☐ Yes

I / We are resident in the UK for tax purposes ☐ Yes

**Landlord 1 name (print):**

Signature:

If signing on behalf of a company, in what capacity are you signing:

Date of signature:

Landlord's address, or if a company the registered office address:

Landlord's registered company number if a company

# Landlord Terms of Business

**Agency details**

Newton Fallowell Brownhills
1 High Street ,
Brownhills, Walsall, DE14 1AX
T: 01543 226655
E: brownhills@goodchilds-uk.com
W: https://www.newtonfallowell.co.uk

**Agency proprietor**

A.C Properties (Walsall) Limited
Registered No: 08737787
Registered office address:
1 High Street, Brownhills, Walsall, England, WS8 6ED
VAT No: 183 9058 78

| | |
|---|---|
| Signed on behalf of the agency proprietor: | |
| Print name: | |
| Date of signature: | |

# Landlord Terms of Business

## Schedule 1 – Tenant deposit scheme clauses – The Dispute Service (TDS) Members only Insured Terms

*Please note there are some links below - please copy and paste the URL into your web browser if the link(s) below do not work.*

We are a member of the Tenancy Deposit Scheme which is a government authorised tenancy deposit protection scheme, administered by The Dispute Service Limited.
If we are protecting the deposit in the Scheme, the clauses below apply.

**Definitions**

**Calendar Day** or **day** means any day of the year, including Saturdays, Sundays and bank holidays.
"**you**", "**your**" refers to you, the landlord of the property to which the deposit relates.
"**Relevant Person**" means any person who paid the deposit or any part of it on behalf of a tenant.
"**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.
"**Scheme**" means the Tenancy Deposit Scheme, an authorised insured 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.
"**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.
The "**tenant**" means the party named as the Tenant in the tenancy agreement of the property to which the deposit relates.
"**we**", "**us**" refers to us, the agent providing services to you in respect of the property to which the deposit relates.
"**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.

**1 Assured Periodic Tenancy Deposits**

1.1 If a tenant pays a deposit in connection with an assured periodic tenancy ("APT") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
1.2 A Landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
1.3 We are a member of the Scheme administered by:

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts
HP2 7TG
Phone: 0300 037 1000
Web: www.tenancydepositscheme.com
Email: deposits@tenancydepositscheme.com

1.4 If we receive an APT deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
1.5 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 tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three 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.

1.6 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 Scheme. 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.
1.7 The Scheme rules are available to view and download from http://www.tenancydepositscheme.com/. A very important point for you to bear in mind is that we must hold the deposit as "Stakeholder". This means that we can only pay money from the deposit if:

a) both landlord and tenant (and any Relevant Person) agree; or
b) the Scheme directs us to do so following an adjudication decision; or
c) a court orders us to do so.

**2 During the tenancy**

2.1 We will hold the deposit as Stakeholder in the Franchisor's TPFG client account (separate from the money we use to run our business).
2.2 The deposit shall not accrue any interest to the landlord or tenant during the tenancy.
2.3 If the Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

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

2.4 At the end of an APT 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.
2.5 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 pay the deposit, without interest, according to what you and the tenant have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.
2.6 Where the tenant does not respond to a proposal made for a deduction from the deposit, this will not infer a dispute.

**3 Where there IS a dispute about the deposit at the end of the tenancy**

3.1 You must use reasonable efforts to negotiate and reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
3.2 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any undisputed deposit amount i.e. 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.

3.3 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 Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
3.4 If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
3.5 The Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution (**"ADR"**). 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 ADR service if it relates to an APT.
3.6 If a tenant refers a dispute about a deposit to the Scheme we, if the property is fully managed, and we and you, if the tenancy is anything other than fully managed (and, for the avoidance of doubt, we are holding the deposit), will be invited to accept or contest the claim. We or you must notify the Scheme whether you agree to submit the dispute for ADR 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 ADR.**
3.7 Agents and landlords are permitted to refer a dispute about a deposit to the 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 ADR. If there are joint tenants, all the joint tenants must agree between themselves and appoint one tenant to engage with the Scheme on their behalf. **A tenant who does not respond to the Scheme is NOT deemed to consent to ADR. 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, we will ask your consent to release the deposit via a letter of indemnity or you will need to begin court proceedings if you wish to pursue your claim.**
3.8 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.tenancydepositscheme.com.
3.9 The Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of:

a) an agreement being reached between you and the tenant(s); or
b) the adjudicator's decision; or
c) an order from the court that has become final.

3.10 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.

**4 Consent to use personal information**

4.1 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.
4.2 You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not with the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

**5 Our duty to provide correct and complete information**

5.1 When you agree to use our services, you guarantee 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.
5.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

**6 Where the tenancy is not an APT and the rent is £100,000 or less per annum and we are dealing with the deposit on your behalf**

6.1 The deposit does not have to be protected by law. However, as the Scheme will make its independent ADR service available to you as our client, we may choose to protect it in the Scheme, in which case you will need to comply with the rules of the Scheme.

**7. Where the tenancy is not an APT and we have not protected it in the Scheme pursuant to clause 6.1**

7.1 The deposit does not have to be protected by law. The Scheme will, at its discretion, make its independent ADR service available to you as our client, because we are a member of the Scheme.
7.2 If a dispute arises we or you 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) a fee of £500 plus VAT (£600 inclusive of VAT) (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT (12% of the deposit inclusive of VAT), whichever is the larger amount must be paid; and
d) the statutory rights of either you or the tenant to take legal action through the County Court remain unaffected

7.3 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 to the Scheme.

**8 Where you instruct us that you do not want us to protect an APT deposit**

8.1 If the deposit relates to an APT and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. If we receive the deposit by mistake, 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. By law you must protect the deposit with an authorised tenancy deposit protection scheme (we recommend using the Scheme) within 30 calendar days of the date it is received from the tenant (whether received by us or by you). 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 the date the deposit is received from the tenant (whether received by us or by you), 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 Scheme. The court may then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
8.2 By law, you must serve the prescribed information in relation to the tenancy deposit before seeking possession of the property. Where you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you will be unable to serve a valid notice seeking possession until the deposit (or any agreed balance of it) has been returned to the tenant, or any court proceedings relating to the return of the deposit have been concluded.
8.3 If you instruct us that you do not want us to protect an APT 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. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

**9 Joint Landlords**

9.1 If there is more than one landlord, any of you will be able to participate in ADR. TDS does not accept liability to any one 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.

## Schedule 2 – **DRAFT** Rent Guarantee Acknowledgement of Interest

### Acknowledgment of Interest

This document acknowledges that you have 'interest in' test's Rent Guarantee policy. The key details of this policy are:

**Policy holder:**
**Property:**
**Policy start date:**
**Policy term:**
**Monthly rent:**

Please check that this information is correct and contact test directly if any changes are needed. If you need large print, audio, or braille versions of this document, please contact us.

**What does it mean to have an "Interest In" the Rental Guarantee policy?**

Your letting agent has taken out a policy with Let Alliance, which provides cover in certain circumstances, such as the tenant's failure to pay the rent. The policy holder is your letting agent and you have not purchased an insurance policy with us.

You have an "interest in" this policy. This means that your agreement is with the letting agent for their management services, but you may indirectly benefit from the letting agent's policy with Let Alliance, in certain circumstances.

It also means that you may complain directly to Let Alliance, and to the Financial Ombudsman Service, where your complaint relates to Let Alliance's actions. Any complaints that relate to your letting agent, must be made directly to them.

The policy allows test to make a claim for specific events, as set out in, and subject to, the terms and conditions of the policy. If the tenant falls into arrears and/or fails to vacate the property, your letting agent can make a claim on their policy and, if it is successful, you may indirectly benefit from the claim, via your agreement with the letting agent. However, your "interest in" the policy does not confer any direct policy rights. If cover is cancelled or not renewed by the letting agent, your interest in this policy will cease. We will contact you when a new policy is purchased, amended, renewed, voided or cancelled.

Please note:

(i) you will only benefit from your letting agent's policy if their claim is successful. For a claim to be successful, all terms and conditions ofyour letting agent's policy must be complied with. We have provided below some key terms for your information only. Words shown capitalised throughout this document will be defined within your letting agent's policy wording. We have provided key definitions relating to your interest in the policy.

(ii) any payment you receive will be up to a maximum amount that is payable to your letting agent.

**Conditions:**

The following conditions need to be met in order for your letting agent to be able to make a successful claim under their policy. These conditions may already form part of the agreement you have with your letting agent and so if you are unsure, please contact them to discuss. Cover is provided to your letting agent on condition that they ensure compliance with the terms and conditions of the policy. The full terms and conditions are set out in a separate document to the policy holder; your letting agent. This document highlights key terms and conditions that you should be aware of, as you have an interest in your letting agent's policy. However, provision of this documentation does not provide you with any direct rights to the policy your letting agent holds. Our emphasis of these terms as "key" terms does not imply any order of importance, and all terms and conditions of the policy must be complied with.

### The Key Terms

1) Event:

One of the following:

i. Arrears due to the Tenant or any Guarantor failing to pay all or part of the Rent.

ii. occupation of the Property by unknown persons, or persons allowed into occupation by a lawful Tenant but without gaining permission;

iii. the Tenant(s) does not vacate after a valid possession notice has been served according to the law within the Territorial Limits;

iv. an incident or circumstances which is in breach of the terms of the Tenancy, and leads to a claim for possession under the ground slisted within the appropriate legislation,

v. loss of rental income if the Tenant disputes a rental increase at First-tier Tribunal after the expiry of a valid Section 13 Notice served according to relevant legislation and where the Tribunal rules in the Landlord's favour.

Each of (i) to (iv) having a Reasonable Prospect of Success

2) Key Definitions - Please note this is not an exhaustive list.

**Applied Excess**

An additional excess that may be applied in the event the terms and conditions of the Policy have not been met by the letting agent in order to accept a claim which we would otherwise not cover. The additional Excess will be the difference between:

1. the costs the letting agent would have had if they had fulfilled the obligations under the Policy, and
2. the higher actual cost due to not meeting those obligations.

The Applied Excess must be agreed by the letting agent before being deducted from claims payments, if this has not been agreed, the claim will not proceed.

**Arrears**

Any part or full Rent payment or cumulative Rent payments, that are not paid on the due date stated in the Tenancy. The first date of Arrears is the date the Tenant first failed to pay any part of the Rent on the due date.

**Deed of Guarantee/Guarantor's Covenant**

A legally binding, signed and (if needed) independently witnessed document that confirms the
Guarantors commitment to guarantee the Tenants' obligations, under the Tenancy, for the duration of the Tenants' occupation of the Property.

**Deposit**

A sum of money equal to at least 1 month's Rent as stated in the Tenancy. This amount must either:
i. be held in a Tenancy Deposit Scheme or ii. be held in a separate Policy of indemnity or, nil Deposit scheme.
This sum should be made available to Us without prejudice. The Deposit or scheme must be available to Us in the event of a claim. If any amount is not available to Us, an Applied Excess reflecting the amount of Deposit that should have been held will be automatically applied at point of claim.

**Guarantor**

A person who:

- is named as a guarantor on a Deed of Guarantee / Guarantor's Covenant for a named Tenant
- has received a Satisfactory Reference
- permanently lives in the United Kingdom

**Inventory**

A detailed report that shows the condition of the Property and its contents, including photographic evidence. If a valid Inventory cannot be provided at point of claim, We may apply an Applied Excess.

**Reasonable Prospects**

A greater than 50% chance of success in the Proceedings, Defence or Counterclaim decided of Success according to the terms of the Policy.

Satisfactory Reference

A reference report completed by Us showing 'acceptable' or 'acceptable with condition'. All conditions must be met. We cannot accept a credit check only as a Satisfactory Reference for this product. References carried out by third parties may be acceptable providing the provider has been approved by Us. All conditions must be met and any conditional documents must be produced and satisfy requirements in the event of a claim, for example proof of earnings should match or exceed the income disclosed for that Tenant or Guarantor.

**Tenancy**

A written record of the agreement to occupy the Property which is either:

a) an Assured Tenancy as defined in the Housing Act 1988 and subsequent amendments;
b) a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
c) a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure

**Contracts;**

d) a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
e) a legally binding company let agreement prepared with due care and skill where the Property is occupied by the director of the company, or by an employee of the company;
f) any other written agreement agreed in writing by Us.

**Tenant**

The occupier(s) of the Property who has signed a legally binding Tenancy and received a Satisfactory Reference before moving into the Property.
Permitted occupiers are not classed as a Tenant.
A permitted occupier is a person occupying the Property as a lodger, or sub-holder of the Tenant, or they are not a lodger or sub-holder but are permitted by the Tenant to live in the Property as a home.
A contract holder as defined in the Renting Home (Wales) Act 2016

**Vacant Possession**

The date when possession of the Property is returned to you, the Landlord. The following acts, though not a complete list, are likely to constitute the return of possession:

• the return of the keys to the Property if the Tenant offers to surrender keys, you or the letting agent must accept them; and/or
• confirmation from the Tenant(s) that they have left the Property; and/or
• the Tenant(s) are removed from the Property through legal means by the court bailiff and the Property has been secured against re-entry.
• A reasonable defensible position of abandonment.

## Claim documents

To submit a claim, We will need the following information to support the letting agents' claim. The below list is not exhaustive, but includes the most common documents required.

a) A copy of any agreement or equivalent, relevant to the Tenancy.
b) A copy of the first Tenancy where the current Tenancy is not the original.
c) A copy of the Deed of Guarantee if this applies.
d) A copy of the Satisfactory References for the Tenant(s) and Guarantor(s) or copies of any references not conducted by Us.
g) Evidence that any conditions of the reference reports, whether or not conducted by Us, have been met.
h) Copies of any notices served on the Tenant(s)/occupiers.
i) A clear Rent Schedule showing when Rent payments were due and received for at least the last 2 years or for the full term of the Tenancy if shorter. This should only include Rent due and Rent received. This should not include transactions which are not related to Rent.
j) Copies of any notices issued, and all correspondence exchanged such as, emails, text messages, paper correspondence, telephone notes that show your or the letting agent's attempts to collect unpaid Rent. The Tenant(s) must be contacted within 7 days of the first Arrears and again within a further 7 days. Any Guarantor(s) must be contacted within 14 days of the first Arrears.
k) Evidence that any Deposit taken is properly protected as required by law, or that a suitable deposit replacement product is in place.

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VMarch2026

l) Copies of all Gas Safety Certificates and any Energy Performance Certificate in force for the Tenancy.
m) A copy of the How to Rent Guide provided to the Tenant(s).
n) Copies of photographic identification for all Tenant(s) and Guarantor(s).
o) A copy of the Inventory, also known as a check-in report.
p) A copy of the valid licence if the Property is in a compulsory licensing area.
q) A copy of the latest management visit report and all attempts to check if the Tenant still remains in the Property.
r) Confirmation of the following information:
i) Your full residential address.
ii) The full details of the breach being claimed for if it is not for Arrears or failure to vacate following notice.
iii) Date of service for prescribed information.
iv) If the Tenant is currently in Breathing Space (also known as the Debt Respite Scheme).
v) When applicable, your registration details to the Landlords National Database and Property Ombudsman
vi) Details of any complaints, or maintenance issues raised by the Tenant(s) or Guarantor(s) in relation to the Tenancy and all actions taken to resolve these complaints.

**Claims procedure**

Please note this is not an exhaustive list.

a) On becoming aware of a potential claim, the letting agent must notify Us within 31 days after the Event occurs or no later than 31 days after the first arrears accrue, whichever is sooner. The letting agent must provide a full and honest account of the claims details along with the supporting documents listed in the How to Claim Section of this Policy wording.
b) Where an Event occurs relating to unpaid Rent, the Tenant must be contacted by you or the letting agent within 7 days of the Rent falling due to find out why the Rent is unpaid. A record of such contact should be created and held by you or the letting agent.
c) If the Rent is still unpaid the Tenant must be contacted by you or the letting agent within a further 7 days to see if they are still in the Property and the Guarantor must be informed. A record of this contact should be created and held by you or the letting agent.
d) If the Tenant or Guarantor cannot be contacted, and it is lawful to do so, you or the letting agent must serve notice to carry out a management visit. The letting agent should seek legal advice if they are unsure that such a management visit is lawful.
e) If following a management visit of the Property, there is no evidence that the Tenant(s) still occupy the Property, We may consider that Vacant Possession has been gained and cease further payments of Monthly Benefit.
f) If a claim arises, the letting agent must provide requested documents and/or evidence to Us at their own cost. This should be done within 7 days of the request date.
g) The letting agent should notify Us if the Tenant or Guarantor makes any part payment of Rent after the letting agent notifies Us of a claim. This payment should go towards the earliest Arrears and not held for a later period. If payment of Monthly Benefit has already been made Us, the letting agent must repay the sum received to Us immediately.
h) If the letting agent places an abandonment notice on the Property and take Vacant Possession after the notice expires, then you and the letting agent shall accept the risks and liability associated with this action. Any costs associated with the abandonment notice shall not be covered under this Policy.
i) After gaining Vacant Possession of the Property We will determine the final payment based on reasonable written evidence:
i) any details of adjudication of a Tenancy Deposit Scheme or Deposit Replacement Service or product. The adjudication of the Deposit made by the provider is final and We will adhere to their decision on the Deposit use.
ii) written agreement from the Tenant confirming their liability for any damage;
iii) a list of repairs and/or damages including costs;
iv) a detailed Inventory and check out report with photographs showing the Property's contents and condition.
v) receipted invoices for remedial works completed by contractors.

This information must be supplied within 6 weeks of Vacant Possession.
j) If you or the letting agent have chosen to replace the traditional Deposit with an alternative Deposit replacement product, there is a risk that the chosen product will not provide the expected funds. We take no responsibility for how well the chosen option works and it is the letting agent's responsibility to ensure it works alongside this policy. In the event the Deposit or replacement isn't available at claims stage, We will add an Applied Excess.
k) In the event the Tenant or their representatives raise a Defence and/or Counterclaim during the course of the Proceedings:
i) the Professional Adviser will assess the Defence and/or Counterclaim and recommend a course of action which the letting agent will not unreasonably refuse.
ii) if the Professional Adviser finds that following the assessment of the Defence and/or Counterclaim there are no longer Reasonable Prospects of Success because of previously undisclosed facts or circumstances, which were known or that should have been known, by you or the letting agent, all cover under this Policy will end. We may also recover Our incurred costs and/or Monthly Benefit paid, from the letting agent.

**When a claim will not be successful**

Please note this is not an exhaustive list.

a) Any circumstances or Event happening or existing before the start date of this policy which you, the letting agent or We reasonably believe you should have known could lead to a claim.
b) Where you or the letting agent have not complied with any applicable legislation enacted by central or local government in relation to rented accommodation. This includes, for example:
i) Holding a valid license application where the Property falls within a compulsory licensing area or
ii) Being registered or holding memberships under applicable bodies or schemes.
iii) Re-letting the property within 12 months of gaining possession under grounds 1a of the Housing Act 2004 (as amended or superseded)
iv) Where an improvement notice has been served by the local authority.
c) If the Event happened because someone other than the Tenant or Guarantor did not meet their obligations in the Tenancy.

d) Where the Event relates to a Company Let and the occupiers of the Property are not employed by, or are directors of, the Tenant company.
e) For Professional Costs unless:
  i) We have agreed to this beforehand, and
  ii) While Reasonable Prospects of Success in Proceedings, Defence and/ Counter claim remains
f) Where you, or the letting agent, or anyone acting on your behalf harms the Reasonable Prospects of Success in the prosecution, settlement of the Proceedings, Defence, Counterclaim or harms the Insurers financial position in any way.
g) Where you or the letting agent act without Our consent or against Our or the Professional Adviser's advice.
h) Where any conditions in the Satisfactory Reference are not met.
i) Which is false, fraudulent or arises from any deliberate criminal act or significant omission by you or the letting agent.
j) Arising from or relating to a dispute or conflict of interest between you and any other party, including Us, unless We have agreed otherwise.
k) Arising from or relating to:
  i) the compulsory purchase, placing of restrictions or any other action by any government, public or local authority;
  ii) subsidence, mining or quarrying activities;
  iii) planning law including the Town and Country Planning Legislation
  iv) the construction of or structural alteration to buildings or parts of buildings;
  v) matters under the jurisdiction of the Property Chamber of the First-Tier Tribunal unless cover is specified in the Rent Guarantee section of this Policy.
  vi) libel or slander or malicious falsehood
l) Falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal.
m) Relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended).
n) For damages, interest, fines, penalties, compensation which are ordered to be paid to the Tenant by a court or other authority.
o) Which is caused by or directly linked to non-compliance with the current laws and regulations such as, The Gas Safety (Installation & Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 or The Furniture & Furnishings (fire) (Safety) (Amendment) Regulations 2010, including any amending or superseding legislation.
p) Which is caused by or linked to the failure to address hazards or take actions mentioned in any notice or request, issued by a local authority relating to the Property within the specified timescales.
q) Which is caused by or linked to your obligations as Landlord in Section 11 of the Landlord and Tenant Act 1985, including any amending or superseding legislation.
r) Caused by any disputes or legal proceedings arising from or related to a Terrorist Act.
s) Arising from any consequences of Pollution or Contamination.
t) Where the Tenancy is in Wales, is a Standard Occupation Contract and:
  i) The claim is for costs due to termination of an occupation contract by a contract holder in response to a repudiatory breach.
  ii) The claim is for reasonable relocation expenses resulting from possession claims made under section 160 of Renting Home Wales Act 2016, Estate Management Grounds
  iii) There is no evidence that the Tenant received a written statement of the Tenancy within the required timescales.
  iv) The Tenancy does not include all necessary fundamental terms or key matters.
u) For additional costs relating to the Tenancy that are not considered Rent, i.e. car parking payments, utility bills etc.

## Schedule 3 - Cancellation Form

| | |
|---|---|
| To: | |
| Address: | |
| Phone number: | |
| Fax number: | |
| Email address: | |

I / We* hereby give notice that I / We* wish to cancel my / our* contract for the supply of the Letting and Property Management Services provided by the above company initially agreed on:

| | |
|---|---|
| Date: | |

| | |
|---|---|
| Landlord 1 name (print): | Landlord 2 name (print): |
| Signature (only if this form is notified on paper): | Signature (only if this form is notified on paper): |
| Date of signature: | Date of signature: |
| Landlord's address, or if a company the registered office address: | Landlord's address, or if a company the registered office address: |

* Please delete as applicable