



LETTINGS & MANAGEMENT

Terms & Conditions



Greenfields

This Agreement is made between the Landlord of the Property (as named on the Appointment Form) and DA Residential Ltd T/A Greenfields and details the terms upon which Greenfields agree to act as sole Agent for the Landlord for letting and/or managing the Property and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service to be provided and the scale of fees charged for those services.

The terms set out in this document constitute a binding legal contract and by signing the Appointment Form you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009 SI 2999.

DEFINITIONS

In these terms and conditions the following words mean:

"Agency Agreement"/ "Management Agreement"/"Agreement" – the Agreement between you as landlord and us as the Agent

"Greenfields"/"the Agent"/"we"/"us"/"our" - the Agent hereby instructed by you, its assigns, and/or business successors.

"you"/"your"/"the Landlord"/"the Owner" - the person(s) named in the Appointment Form as being the owner(s) of the Property, your assigns, executors, and/or successors in title.

"the Property" - the property referred to in the Appointment Form or any part of it including any garage, outbuildings, fixtures, fittings, appliances and items of furniture listed in the inventory, but excluding any common parts and excluded parts.

"Tenant" - any person or persons or entity occupying the Property.

"Tenancy Agreement"/"Contract"/"Tenancy" - the Tenancy Agreement or Contract between you and your Tenant.

"Contractual Term" - the term of months or years agreed in the Tenancy Agreement and any renewal or continuation of such term beyond the original Tenancy Agreement.

"Initial Term" – The 'fixed term' period of the first Tenancy Agreement prior to any renewals.

"Rent" – any payment made by the Tenant or anyone on behalf of the Tenant pursuant to the Tenancy Agreement and for use of the Property.

"Fee"/"Fees" – the commission or fees detailed in the Scale of Fees below.

STANDARD LETTING AND MANAGEMENT SERVICE

The Agent provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for

the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy.

The Standard Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up full references including bank reference, and employer or previous landlord character reference or obtaining reference checks through a third-party referencing supplier. Where necessary, additional security will be requested by way of a guarantor. In cases where a company occupies as the tenant, a full bank reference or credit check will be taken.
4. Providing a suitable tenancy agreement for the Property.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and tenancy agreements.
6. Carrying out the initial Right to Rent checks in accordance with the Immigration Act 2014.
7. Taking a deposit from the Tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the Tenant and the tenancy deposit scheme provider.
8. Collecting the Rent monthly and paying over to the Landlord monthly less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
9. Arranging with suppliers/service companies (principally electricity, gas & water) for meter readings and advising suppliers of the transfer of service contracts to the Tenant at the beginning of each tenancy.
10. Regular inspections of the Property are carried out on an annual basis or in accordance with local regulations. Responsibility for and management of an empty property is not normally included and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent.
11. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
12. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
13. Carrying out a full property inspection and inventory check at the end of the tenancy at the cost of the Landlord.

Additional items and other expenses will be charged according to the scale of fees defined below or as amended on the Appointment Form.

Scale of Fees

Standard Management Fee (Items 1 to 13 above):	9% + VAT (10.2%) of rent due
Letting Only Service Fee: (Items 1 to 6 above):	6% + VAT (7.2%) of rent due
Letting Only Plus Deposit Protection (Items 1 to 7 above):	6% + VAT (7.2%) of the rent due plus Tenancy Deposit Service Fee below
Letting and Rent Collection Fee: (Items 1 to 8 above):	7% + VAT (7.8%) of rent due

Additional Charges (inclusive of VAT):

Tenancy set-up fee:	£325	Duplication extra keys: (per key)	£10
Tenancy renewal fee:	£75	Issuing Notice of Seeking Possession:	£120
Check in inventory:	£138	Maintenance Repair Limit UK Landlords (see Clause 4.2):	£250
Check-out inventory:	£138	Maintenance Repair Limit Overseas Landlords (see Clause 4.2):	£300
Gas safety check:	£72	Obtaining estimates and supervision of major works:	5% of cost over £500
EICR (Electric report):	From £144	Minimum Fee:	£325
Energy Performance Certificate:	£75	Hourly rate for other work:	£50 /hr
Tenancy deposit service fee: (Letting Only Plus Deposit Protection)	£60	12 month Rent & Legal Cover protection up to £3000 rent PCM (*optional additional terms)	£350

1. GENERAL AUTHORITY AND MANAGEMENT SERVICES:

1.1 GENERAL AUTHORITY:

The Landlord confirms that he/she/they is/are the sole or joint owner of the Property and has the right to rent out the Property under the terms of any mortgage or head lease. Where the Property is subject to a mortgage or headlease, the Landlord shall supply the Agent with details of such headlease or mortgage conditions that may affect the letting of the Property and confirm that permission to let has been granted by the mortgagee and the freeholder or head leaseholder, and that the Landlord agrees to comply with any mortgage or headlease conditions.

The Landlord and the Agent each hereby confirms that they are not subject to any order or restriction which prevents from letting or managing property and that their details have not been added to a rogue landlord or rogue Agent database. Should either party become subject to an order or restriction upon their right to let or manage a property or if their details appear on a rogue landlord or rogue Agent database after signing this Agreement then that party must inform the other without undue delay.

The Landlord authorises the Agent to carry out the usual duties of property management including those listed in items 1-13 of the Standard Management Service above. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared and agreed that the Agent may earn and retain commissions on insurance policies inception in respect of the let of the property. The Landlord understands that fees may be charged to the Landlord for ancillary services and agrees that such fees may include a profit element to cover the Agent's administrative and business costs.

1.2. LETTING ONLY SERVICE:

Where the Landlord does not wish the Agent to undertake full management (the Standard Management Service), the Agent can provide a Letting Only Service. The Letting Only Management Service as listed above. Under this service the Landlord will remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances within the property. The Landlord will remain responsible for complying with the Deposit Protection Scheme requirements in the Housing Act 2004 and must provide the Agent with written confirmation of compliance therewith together with a receipt for the Deposit monies received by the Agent on his behalf. The Landlord agrees to indemnify the Agent for all losses suffered by the Agent as a result of the Landlord's failure to comply with the Deposit protection requirements of the Housing Act 2004. The Letting Only Service Fee is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy the Landlord shall not be entitled to reimbursement of any fees paid.

1.3. LETTING ONLY SERVICE PLUS DEPOSIT PROTECTION:

Where the Landlord requires the Agent to deal with his legal responsibilities for the protection of tenancy deposits under the provisions of the Housing Act 2004 (item 7 of the Standard

Management Service) then the Tenancy Deposit Service Fee will be charged in addition to the Letting Only Service Fee.

1.4. LETTING ONLY AND RENT COLLECTION SERVICE:

Where the Landlord requires the collection of rents and the deposit service (items 7 & 8 of the Standard Management Service listed above), in addition to the Letting Only Service, then the Letting and Rent Collection Fee will be charged and will be deducted from rents collected.

1.5. RENEWALS:

Where, following the expiry of the fixed term of the tenancy, the tenancy is renewed to the same tenant (or any person associated with the Tenant) originally introduced by the Agent under this agreement, the Tenancy Renewal Fee shall be payable on the renewal date. The Agent shall prepare the tenancy agreement, if required, for the new tenancy. The Renewal terms of this Agreement shall continue until the Tenant vacates the property, or this Agreement is terminated.

1.6. REFERENCING:

The Agent will carry out referencing checks on any prospective tenant which would normally include a financial reference or credit check, and a character reference from a previous landlord or employer. This may be carried out by the Agent or through a third-party referencing supplier. The Agent will make reasonable endeavours to select good tenants with appropriate references who are capable of meeting the monthly rental payments. However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third-party referencing supplier report shows the applicants to be suitable tenants and the Agent has reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied, the Agent is not responsible for any default by the Tenant

2. LIABILITY FOR TENANT DEFAULT:

The Agent is not responsible or liable for non-payment of rent by the tenant, nor for any damage or other defaults by the tenant(s), or any associated legal costs incurred in recovery of rent, damage repair or other incurred costs where the Agent has acted correctly, and in accordance with the terms of this Agreement or on the Landlord's instructions. A policy insurance to cover such events is recommended.

3. OUR FEES:

3.1 Our fees are calculated as a percentage of the actual rent, are inclusive of VAT, and are payable for the entire period a Tenant remains in the Property, including the initial term, any extension or renewal of the Tenancy, and any periodic tenancy. Fees will be deducted from the client's account as they fall due.

3.2 Our fee for the duration of the Contractual Term becomes due upon the signing of the Tenancy Agreement and each renewal or continuation thereof, payable by equal monthly instalments throughout the entirety of the tenancy. Our fee is calculated against the total rent amount stated in the Tenancy

Agreement and instalments are deducted pro-rata from each rent payment received from the Tenant where we collect the rent directly from the tenant. Where we are not collecting the rent directly from the tenant under the Lettings Only Service, the Landlord will be invoiced for the fee for any extensions to the initial fixed term of the tenancy.

3.3 If you and the Tenant agree to end the Tenancy Agreement or any renewal or continuation thereof before the expiry of the Contractual Term, or the Tenancy Agreement otherwise terminates early from any reason, then the balance of our fees remaining unpaid at the date of termination of the Tenancy Agreement becomes due and payable immediately in full. If the early termination of the Tenancy Agreement has been initiated by the Tenant, we will on your behalf and so far as this is practicable, seek to recover the unpaid balance of our fees from the Tenant, by agreement. (For the avoidance of doubt, this clause (3.3) does not apply in cases of a lawful exercise of a break under an agreed break option).

3.4 If you do not sign the Appointment Form but instruct us to proceed with marketing the Property or accept viewings at the Property, you will be deemed to be bound by these terms & conditions.

3.5 The Landlord agrees to repay the Agent for any costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties and within the scope of the authority given under this Agency Agreement. To assist the Agent in carrying out his duties effectively, where requested the Landlord will respond promptly, with instructions, to any correspondence or requests from the Agent.

3.6 Where this agreement is a cancellable agreement (see also Section 15.10 below) under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation) and is cancelled under such provision, the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out their duties prior to the cancellation of the contract.

3.7 The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, including but not limited to where the Property is required for any reason to have a licence but does not have such a licence or such a licence is for any reason revoked, except where any of the matters agreed to is attributable to the negligence of the Agent.

4. MAINTENANCE:

4.1 The Landlord agrees to provide the Property in a good, fit and lettable condition and that the Property, beds, sofas and all soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems.

4.2 Subject to a retained maximum expenditure limit (Maintenance Repair Limit) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous repair and maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment

will incur an additional charge - see Scale of Fees above) and keep appropriate records. 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

4.3 For expenditure in excess of the agreed expenditure limits, the Agent will normally request authorisation in advance, save that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. It is a regulatory requirement to carry out an electrical safety check at least every five years and a gas safety check annually to ensure that all electrical installations, gas appliances, flues and associated pipe work are maintained in a safe condition. Where the Agent is managing the Property, the Agent will arrange for these checks to be undertaken on the Landlord's behalf and at the Landlord's expense and will maintain the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.

4.4 Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed unless the loss arises as a result of the Agent's own negligence or breach of contract.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRLs) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant to liaise with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. [In many cases, a landlord's tax liability is minimal when allowable costs are deducted].

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax remains with the owner of the Property.

7. SERVICES:

The Agent will use reasonable endeavours to take meter readings at each change of occupation in the Property and to inform the service companies (electricity, gas and water) of these readings and the change of occupation. Where service companies (e.g. BT) require the new occupiers to formally request and authorise a service it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. Regarding mail,

Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their address, as it is not always practicable to rely on tenants to forward mail.

8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this, the cost of which will depend on the size of the inventory and the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitaryware and other articles that, in the opinion of the Agent, require to be checked regularly. Landlords should not leave any removable articles of value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Photographic or other evidence of condition or damage will be prepared as required, or at the Landlord's request, and will be charged accordingly.

9. TENANCY AGREEMENT:

The Agent will prepare a tenancy agreement in the Agent's standard form(s) and provide a copy of this agreement to a designated advisor or building society where required. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent to enter into further work or correspondence, a fee for this extra work may be levied (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

10. NOTICES:

The Agent will, if instructed, serve the usual legal notices on the Tenant(s) such as to: carry out an inspection; terminate the tenancy; increase the Rent; or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy. Fees will be charged for this service as set out above.

11. HOLDING DEPOSIT:

A holding deposit is generally taken from a tenant applying to rent a property. This 'holding deposit' is held by the Agent under the strict criteria set out in the Tenants Fees Act 2019. The purpose of the holding deposit is to reserve the property and to verify the Tenant's serious intent to proceed, and to protect the Agent against reasonable expenses (carrying out references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The holding deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. Landlords should notify the Agent where they wish insurance to be undertaken to protect against loss of rents. This fee is neither 'rent' nor a 'tenancy deposit' until the tenancy agreement is signed (pursuant to the Tenant Fees Act 2019). Upon a Tenancy Agreement being signed the Holding

Deposit will become a portion of the Rent due for payment at the commencement of the tenancy.

12. TENANCY DEPOSITS:

12.1 Deposits.

A tenancy deposit will be payable by the Tenant upon the signing of a tenancy agreement. The purpose of the tenancy deposit is to protect the Landlord against losses (including unpaid rent) or damage to the Property during the tenancy itself.

12.2 Statutory Tenancy Deposit Protection.

Where the tenancy is an assured shorthold tenancy (AST), the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt and comply with the rules of the scheme. The schemes are The Deposit Protection Service (DPS), My Deposits and Tenancy Deposit Scheme (TDS).

- (1) The Deposit Protection Service (DPS)
- (2) My Deposits
- (3) Tenancy Deposit Scheme (TDS)

12.3 Tenancy Deposit Information.

Where statutory deposit protection applies to a tenancy deposit, and the deposit is received by the Agent, the Agent will within 30 days of receipt of the deposit provide to the Tenant and any other Relevant Person, the prescribed information required under the Housing Act 2004.

12.4 Agent Deposit Protection.

Where a tenancy deposit has been received by the Agent and not passed to the Landlord, the deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy and either registered with, or forwarded to, one of the prescribed Tenancy Deposit Schemes listed above. The Agent will also provide the Tenant and any other Relevant Person with the prescribed information. The Landlord agrees that the Agent may use information given, including information about the Landlord, for the purposes of performing the Agent's obligations to the Landlord and supply such information as is reasonably required to the Deposit Scheme. Where the tenancy deposit is not held under a tenancy deposit scheme (e.g. non AST tenancies) it will be held by the Agent as 'Stakeholder' on behalf of the Landlord and the Tenant.

12.5 Landlord Deposit Protection.

Where the Agent is providing a let only service without deposit protection it will be the Landlord's responsibility to protect the Deposit, in accordance with law, and the Landlord will provide evidence to the Agent that the Deposit has been protected and the correct information has been provided to the Tenant and any other Relevant Person. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a Tenant whose Deposit is not protected unless the Deposit has previously been returned to the Tenant, or court proceedings relating to the return of the Deposit have been disposed of. 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, where the Landlord (or someone acting on the Landlord's behalf) has failed to protect the Deposit, failed to provide the Prescribed Information, or failed to comply with the requirements of the authorised scheme.

12.6 End of Tenancy.

Where the Agent has protected the Deposit on behalf of the Landlord the Agent will liaise with the Landlord at the end of the tenancy to ascertain what (if any) deductions will be made from the Deposit and liaise with the Tenant regarding such deductions. The Agent will assist in resolving any dispute between the Landlord and the Tenant and arrange for the return of the Deposit to the Tenant less any agreed deductions. Where the Deposit has been protected in one of the statutory tenancy deposit schemes and a dispute cannot be resolved, the matter will be referred for adjudication under the Alternative Dispute Resolution (ADR) process within the scheme. The Landlord authorises the Agent to pay to the scheme as much of the Deposit as the scheme requires. The Agent will contact the Landlord to keep him informed, but the Agent is not required seek the Landlord's further authority to forward the money to the scheme.

More information on the requirements of the deposit protection schemes are available on the following web site(s) and landlords are strongly urged to familiarise themselves with their legal responsibilities:
<https://www.gov.uk/tenancy-deposit-protection>

13. INSPECTIONS:

13.1 Under the Standard Management Service, the Agent will make reasonable endeavours to carry out inspections once a year or as required by local regulation. Such inspections do not constitute a formal survey of the Property, nor will the Agent check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the Property (i.e. the property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the Agent without moving the Tenant's possession.

13.2 Following the departure of tenants, a final inspection of the Property is carried out by the Agent, at the Landlords expense, where the Agent is managing the Property. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. The Agent will endeavour to report any apparent deficiencies or dilapidations to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

14. TENANCY DEPOSIT DISPUTES:

14.1 The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for

adjudication under the alternative dispute resolution (ADR) process, or to resolve the dispute under a Small Claims action in the County Court. The Landlord may instruct the Agent to deal with the adjudication and the Agent will charge for the time incurred in doing so on an hourly basis at the rate specified above for 'Hourly rate for other work.'

14.2 The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

15. TERMINATION:

15.1 This Management Agreement may be terminated by either party by way of three months' written notice save that the Landlord may not give notice, the date of expiry of which is less than 6 months after the date of commencement of this Agreement.

15.2 The Agreement will terminate automatically should the Agent be the subject of a 'banning order', or an event occurs, or a circumstance comes into existence, or a change of law or regulation occurs which renders this Agreement to be unlawful or it becomes inappropriate or impracticable for this agreement to subsist. In the event of a change to tenancy law or tenancy regulation, should this agreement terminate under this clause the parties agree to substitute a fresh agreement on terms compliant with the changes to law and/or regulation.

15.3 If the Landlord gives notice to terminate the Management Agreement earlier than the expiry of the initial term of the Tenancy Agreement, a Lettings Only Service Fee for the remainder of the initial term shall become payable immediately and a yearly fee of 6% of the Annual Rent (+vat) shall become due on each anniversary of the Commencement Date of the Tenancy for the period the Tenant (or someone connected to the Tenant) remains in occupation of the Property.

15.4 Serious Breach of this Agreement.

The Landlord or the Agent may terminate this Agreement on fourteen days' notice if there is a fundamental breach of the agreement, and the other party does not remedy the fundamental breach within those fourteen days.

A fundamental breach will be deemed to have occurred where the Property is required to have a licence (for any purpose) but no licence exists, and no 'exception' is applicable, or where the licence has been revoked.

Discrimination, including indirect discrimination, towards any applicant, tenant, or employee or sub-contractor of the Agent in respect of gender, race, age, disability, religious belief, or sexual orientation may constitute a fundamental breach.

15.5 Termination if the Agent has not secured a Tenant.

If the Agent has not secured a tenant after eight weeks of the appointment the Landlord may terminate this Agreement on one week's written notice.

15.6 Minimum Fee.

The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. The Minimum Fee is intended to apply in order to allow the Agent to recover their costs and expenses incurred before any new tenancy, for carrying out essential pre-tenancy work such as the administration of Energy Performance Certificates, gas and electrical safety checks etc. as well as generally marketing the Property.

The Minimum Fee will also apply and be payable if the Agent introduces a Tenant to the Property who finds the Property as a result of the Agent's marketing efforts, or the Tenant is otherwise introduced to the Property during the Agent's period of sole agency, and enters into a Tenancy Agreement or tenancy for the Property irrespective of whether or not the Tenancy is finalised by the Agent and whether or not the Agent is the effective cause of the introduction or Tenancy.

15.7 Agreements signed away from the Agents office.

Where the Landlord is a consumer - being an individual acting wholly or mainly outside of their own trade or business (NB> letting for profit may itself be a Business) - and this Agency Agreement is signed:

- at a place which is not the Agent's office;
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation (see Clause 26 below) by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

15.8 Termination of a Tenancy Agreement.

The Landlord must provide to the Agent at the earliest opportunity any specific requirements for the return and repossession of the Property. Landlords must be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the duration of the fixed term. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that except in the case of 'tenant default', the minimum 'period of notice' to tenants to terminate a tenancy once the fixed term of the Tenancy has expired is two months, by service of a notice in the prescribed form (including where the agreement provides for early termination – such as a 'break clause' in the Agreement)

16. SOLE LETTING RIGHTS:

The Landlord appoints the Agent as sole Agent for the marketing, letting and/ or aspects of the management of the Property depending on which Service Level is agreed. It is a term of this Agreement that only the Agent may let the Property on behalf of the Landlord.

If the Landlord lets the property through another agent during the appointment of this Agency, under the terms of this Agreement the Landlord may become liable to pay commission to both Agents.

17. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

WARNING: You should read and understand these obligations before signing this Agreement.

17.1 The letting of property is now closely regulated with respect to consumer safety. The law specifies particular requirements regarding the condition and safety of rented property and the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided.

The key regulations that apply will include (but are not limited to):

- Landlord and Tenant Act 1985
- Housing Health and Safety Rating System, Part 1, Housing Act 2004
- Licensing of Houses in Multiple Occupation, Part 2, Housing Act 2004
- Selective licensing, Part 3, Housing Act 2004
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electrical Equipment (Safety) Regulations 1994 & 2016
- Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
- Plugs and Sockets (Safety) Regulations 1994

17.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. The Landlord will ensure that the Property is in a fit and safe condition and in compliance with the above regulations detailed in 17.1 above (where applicable) before making it available for letting. The Landlord will repay to the Agent, any costs, any expenses, and any penalties (whether civil or criminal) incurred or suffered by the Agent as a result of the non-compliance of the Property with the relevant legislation or regulation.

17.3 Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information to assist with compliance.

17.4 Landlords must ensure that where an Energy Performance Certificate (EPC) is required for the Property, it is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than whichever is the earlier of:

- (i) the first time the landlord makes available to the prospective tenant any written information about the building;
- (ii) at the time which the prospective tenant views the building.

Where the Landlord does not have a valid EPC for the property the Agent will arrange for an EPC to be issued and the Energy Performance Certificate Admin Fee will become payable. If the Landlord already has a valid EPC for the property the Landlord must make this available to the Agent to produce to any prospective tenants.

17.5 The Landlord must ensure that where required, a valid Gas Safety Certificate for the Property is provided to the Tenant prior to their occupation of the Property and annually thereafter. Where the Property does not have a valid Gas Safety Certificate the Agent will obtain this and the Landlord will reimburse the Agent the full cost of arranging the gas safety check.

17.6 The Landlord must ensure that where required, a valid Electrical Installation Condition Report (EICR) for the property is provided to the Tenant prior to their occupation of the Property and at least every five years thereafter. Where the Landlord does not have a valid EICR for the Property the Agent will obtain this on the Landlord's behalf and the Landlord will reimburse the Agent for the full cost of arranging the electrical safety check.

17.7 Where the Property is in a selective licensing area or the Property is a House in Multiple Occupation and, a licence is required, the Landlord will provide the Agent with the details and a copy of the licence.

18. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, repairs which are more than the Maintenance Repair Limit (see Scale of Fees above), payment, or other significant details regarding the letting will be confirmed to the Agent in writing.

19. INSURANCE:

19.1 The Landlord shall be responsible for the Property being adequately insured and that there is a policy of buildings insurance in force at all times which covers both 'letting' and 'public liability'.

19.2 The Agent may offer Rent & Legal Cover Protection to the Landlord for the fee stated in the Scale of Fees above. Where a Landlord accepts the offer of Rent & Legal Cover Protection, the parties shall enter into a separate agreement relating to such protection in the terms set out at Annex 1 to these Terms.

20. HOUSING BENEFIT:

The Landlord undertakes to re-imburse the Agent for any claims arising from an overpayment of benefit which may be made by the local authority in respect of housing benefit, or by the Department of Work and Pensions with respect to Universal Credit) or other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force

throughout the entire period of the Tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

21. LEGAL PROCEEDINGS:

If the Agent is collecting rent from the Tenant and rent is outstanding for 7 days after it becomes due the Agent will notify the Landlord promptly and use its reasonable endeavours to obtain payment from the Tenant during the following 28-day period. At the expiry of that 28-day period the Agent will offer general advice on the next steps to be taken but cannot undertake legal proceedings on the Landlord's behalf and does not incur any liability for any rent arrears or any Tenant breaches of the Tenancy Agreement. The Landlord may appoint a solicitor at his sole cost to recover such losses. The Agent will charge a fee for attending Court and for any correspondence with solicitors at the hourly rate specified above.

22. IMMIGRATION CHECKS:

It is agreed that the Agent will carry out any checks required under the Immigration Act on the proposed Tenants and any permitted occupiers at the start of or prior to the commencement of the Tenancy. Where the Agent is managing the Property and the Tenant has a limited right to rent, the Right to Rent Check fee will be payable in respect of any follow up check that is required. The Agent's responsibilities for such checks will only extend to the duration of this Agreement and at the termination of this Agreement the Agent will transfer the status evidence to the Landlord and the responsibility for maintaining immigration status checks will return to the Landlord.

23. COMPLAINTS:

Where the Landlord is dissatisfied with any service provided by the Agent, he should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which has been provided with or prior to entering into this Agreement. The Agent is a member of The Property Redress Scheme (PRS) and should the Landlord be dissatisfied with the way the complaint has been handled internally, he may refer the matter to the Scheme for a determination. Details of The Property Redress Scheme are available upon request from the Agent.

24. KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval except where required to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation.

Where the Landlord processes and stores any personal details of the Tenant (for example, where the Agent is instructed on a let only basis and the landlord is managing the property) the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

25. ABOUT THIS AGREEMENT:

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing and a document stating the variations is signed by both parties or an annotation on this Agreement is initialled by both parties.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but will not affect any obligations in any prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable, that part will be severed from the Agreement and the remainder of the Agreement shall continue in force to the fullest extent possible.

These terms and conditions may be varied by the Agent upon three months' prior written notice.

AGENT DETAILS (Provision of Services Regulations 2009)	
Name of business:	<i>DA Residential Ltd T/A Greenfields</i>
Company Number:	<i>14992643</i>
Address:	<i>115 Victoria Road Ruislip HA4 9BN</i>
Phone:	<i>01895 628560</i>
Email:	<i>info@greenfieldsproperty.co.uk</i>
Client Money Protection Scheme:	<i>Client Money Protect</i>
Redress Scheme membership details:	<i>Property Redress Scheme (PRS) PRS040886</i>
VAT number:	<i>443786857</i>