



Greenfields

LETTINGS

& PROPERTY MANAGEMENT

Lettings Terms of Business

DA Residential Ltd t/a Greenfields

115 Victoria Road

Ruislip HA4 9BN

01895 628560

info@greenfieldsproperty.co.uk





Guide to This Agreement

Complete the relevant Individual or Ltd / LLP Appointment Form. That form records the properties, selected services and instructions. These Terms of Business explain the services, fees and responsibilities.

Fees and service overview

Service Levels and Fees

Additional Services and Charges

Rent and Legal Protection: Fees and Overview

Detailed terms

- 1 Landlord Responsibilities
- 2 Agent Responsibilities - All Service Levels
- 3 Let only
- 4 Let only with rent collection
- 5 Fully managed
- 7 Fees
- 8 Tenancy Deposits
- 9 Rent and Legal Protection
- 10 Cancellation and Termination
- 11 General Terms
- 13 Liability
- 14 Non-resident Landlords and Tax
- 15 Landlord Insurance Referral
- 16 Data Protection
- 17 Events Beyond Our Control
- 18 Giving Notice
- 19 Sole Agency and Initial Marketing Period

Cancellation form

Use only where an applicable statutory cancellation right is exercised.



Service Levels and Fees

Select the service level separately for each property on the Appointment Form. All service levels include section 3. Let only with rent collection also includes section 4; Fully managed also includes section 5. Fees and setup charges apply separately to each property and are payable by the Landlord, not the tenant. The initial marketing arrangement is explained in section 19.

Service level	Service fee	One-off setup charge
Fully managed	9% of monthly rent plus VAT 10.8% including VAT Payable monthly	£275 plus VAT £330 including VAT
Let only with rent collection	7% of monthly rent plus VAT 8.4% including VAT Payable monthly	£275 plus VAT £330 including VAT
Let only	One-off: 75% of initial monthly rent plus VAT 90% including VAT	£275 plus VAT £330 including VAT

Referencing and tenancy preparation

Full referencing, standard tenancy preparation and the tenancy compliance review are included in the one-off setup charge for all three service levels. The Let only letting fee is payable separately in addition to that setup charge. See clauses 3.7 and 3.9.

Important payment terms

The setup charge is a one-off fee for each new tenancy, payable when that tenancy commences. It is not a monthly or recurring charge and is not payable merely because the tenancy continues. The Let only fee is also payable on tenancy commencement. Management and rent collection service fees are payable monthly. Unrecovered invoiced balances are payable within 14 days. See clauses 7.2 and 7.3.

VAT

VAT-inclusive totals are shown alongside fees exclusive of VAT. Totals adjust if the statutory VAT rate changes; the underlying fee does not change automatically. See clause 7.8.



Additional Services and Charges

Agent fees and third-party contractor charges are listed separately. Additional services are chargeable only where required and authorised under this Agreement or separately agreed in writing.

Agent service / payment	Fee
Deposit protection	Nil
Deposit deduction administration	Nil
Deposit dispute assistance	£75 plus VAT (£90 including VAT)
Section 13 rent review	£75 plus VAT (£90 including VAT)
Section 8 notice preparation / service	£150 plus VAT (£180 including VAT)
Aborted tenancy - landlord withdrawal	£325 plus VAT (£390 including VAT) See clause 7.1.1; no fee if the tenant withdraws
Additional property inspections	£60 plus VAT (£72 including VAT)
Additional work at an agreed hourly rate	£50 plus VAT (£60 including VAT)
Key duplication	£10 plus VAT (£12 including VAT) Plus the cost of key cutting

Contractor service	Indicative fee
Professional inventory	£115 plus VAT (£138 including VAT)
Energy performance certificate (EPC)	£45 plus VAT (£54 including VAT)
Electrical installation condition report (EICR)	From £168 plus VAT (£201.60 including VAT)
Gas safety check / certificate	£60 plus VAT (£72 including VAT)
Check-out report	£115 plus VAT (£138 including VAT)

Contractor fees are estimates for standard work and may vary. The Agent shall obtain an estimate and the required authority before instruction, except where emergency authority has already been granted under this Agreement. Bespoke tenancy amendments, statement copies, supervision of works and court attendance require a written quotation or an agreed application of the hourly rate before work is instructed. No unlisted charge is imposed automatically.



Rent and Legal Protection: Fees and Overview

Optional Rent and Legal Protection is a service provided by the Agent, supported by insurance held in the Agent's name. Protection is subject to the provider's eligibility criteria, policy terms, exclusions and claims process, together with section 9. The quoted price is for 12 months of protection, payable upfront; it is not 12 months' rent in advance.

Monthly rent	Price for 12 months, payable upfront
£0.00 - £500.00	£250 plus VAT (£300 including VAT)
£500.01 - £1,000.00	£250 plus VAT (£300 including VAT)
£1,000.01 - £1,500.00	£325 plus VAT (£390 including VAT)
£1,500.01 - £2,000.00	£325 plus VAT (£390 including VAT)
£2,000.01 - £2,500.00	£325 plus VAT (£390 including VAT)
£2,500.01 - £3,000.00	£375 plus VAT (£450 including VAT)
£3,000.01 - £4,000.00	2.5% of annual rent plus VAT 3% of annual rent including VAT
£4,000.01 - £5,000.00	2.5% of annual rent plus VAT 3% of annual rent including VAT

Prices shown are current. Where protection is selected, annual renewal is authorised under clause 9.5. Provider-cost increases may apply at renewal on at least one month's written notice, without further approval. The Landlord may decline renewal before the renewal date without a cancellation charge; the agency service continues.

Annual rent means the monthly rent multiplied by 12. For the percentage bands, the fee is calculated on that annual rent. Example: £3,500 monthly rent gives £42,000 annual rent; 2.5% is £1,050 plus VAT (£1,260 including VAT).

For rent above £5,000 per month, or a case outside the standard eligibility criteria, a separate quotation and confirmation of cover are required.



Detailed Terms of Business

These Terms of Business and the Appointment Form together record the Landlord's appointment of DA Residential Ltd t/a Greenfields (the Agent), the selected services, fees and the responsibilities of both parties. The Property means each property listed in the Property Schedule to the Appointment Form.

1 Landlord Responsibilities

1.1. To ensure that the Agent can provide a professional service, the Landlord shall within a reasonable time of instructing the Agent, and at their own expense, provide the Agent with the following documents or by signing these terms confirm the following:

1.1.1. If the Landlord is an individual, proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Landlord is a group of individuals, provide the above proof of identity for each individual;

1.1.2. If the Landlord is a limited company or limited liability partnership (LLP), a certified copy of its Certificate of Incorporation, together with proof of identity as detailed in clause 1.1.1 for the authorised director, LLP member or representative. The Landlord shall also provide information reasonably required to identify relevant beneficial owners and persons exercising control.

1.1.3. Evidence in the form of an up to date office copy entry supplied by Land Registry showing the Landlord to be the owner of the Property. In the event that there is more than one person listed on the title register the Appointment Form must be signed by all registered owners;

1.1.4. Evidence that the Landlord's mortgagee and/or superior landlord have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of the Landlord's mortgagee and/or superior landlord is not required;

1.1.5. Provide all information that the Agent may reasonably require to comply with the requirements of the selected custodial tenancy deposit scheme, either the Deposit Protection Service (DPS) or mydeposits.

1.1.6. Confirmation whether the Property is a House in Multiple Occupation (HMO) or is subject to selective or additional licensing. Where a licence is required, the Landlord shall provide evidence of the necessary licence or a duly made application where this permits lawful letting, together with information needed to comply with the licence conditions.

1.1.7. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;

1.1.8. The Landlord shall ensure that all supplied electrical appliances remain safe throughout the tenancy and provide relevant inspection and testing records before commencement. Inspection and testing by a competent person shall be undertaken at appropriate risk-based intervals and meet any applicable legal or licensing requirements. Unsafe appliances must be repaired and confirmed safe, or removed, before use.

1.1.9. Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);

1.1.10. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Landlord is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher - where the EPC is rated lower than E then the Landlord must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to an E or higher before letting the Property;



1.1.11. The Landlord shall ensure that the Property has all legally required smoke and carbon monoxide alarms and that faulty alarms are repaired or replaced as soon as reasonably practicable.

1.1.12. Legionella Risk Assessment - the Landlord is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;

1.1.13. Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;

1.1.14. Keys for the Property, at least one set for each individual tenant and one set for the Agent (Fully managed service only);

1.1.15. Evidence that the Property and the contents (as particularised in the inventory) are adequately insured; and

1.1.16. The Landlord shall provide a current satisfactory Electrical Installation Condition Report (EICR), or the report together with written confirmation that required remedial or investigative work has been completed. Further inspection and testing shall take place within five years, or sooner if specified in the report.

1.1.17. Evidence of compliance with any applicable landlord redress scheme and Private Rented Sector Database registration requirements under the Renters' Rights Act 2025, as and when those requirements come into force and apply to the Landlord and the Property.

1.1.18. Confirmation that the Landlord has not been subject to an order banning them from letting properties in England under Part 2 of the Housing and Planning Act 2016.

1.1.19. Confirmation that the Landlord is not acting in breach of s16E of the Housing Act 1988 by seeking to let the Property during a restricted period.

1.1.20. Confirmation that the Landlord will not ask the Agent to carry out any unlawful or discriminatory actions.

1.1.21. The Landlord shall disclose any relevant politically exposed person status or applicable sanctions affecting them or, where applicable, their beneficial owners or persons exercising control, and provide information reasonably required for the Agent's compliance checks. The Landlord shall promptly notify the Agent of any changes. The Agent shall not undertake any activity prohibited by applicable sanctions.

1.2. If the Landlord is unable to satisfy any of the requirements set out in clause 1.1. within a reasonable time the Agent shall have the right to rescind the contract unless the Landlord has instructed the Agent to satisfy any such requirement pursuant to clause 1.3 below. Further details regarding the termination of this agreement can be found in the Termination section of this Agreement. The requirements of clause 1.1. must be satisfied prior to the Property being marketed.

1.3. The Landlord may instruct the Agent to satisfy any outstanding requirement of clause 1.1. inclusive subject to the following:

1.3.1. If the Landlord instructs the Agent in this regard the Landlord will be required to pay the additional fees which are set out in the Services and Fees section.

1.3.2. The Landlord shall pay authorised equipment and contractor costs. Where the Agent arranges an independent contractor for the Landlord, the contractual arrangements and the parties' responsibilities are governed by clause 13.3.

1.3.3. The requirement is one that the Agent is reasonably capable of satisfying without assuming any additional liability in respect of the Property.

1.3.4. If the Landlord does not provide the Agent with timely information or does not follow the Agent's reasonable instructions to enable satisfaction of these requirements then the Agent will be entitled to rescind the contract as in clause 1.2 above.



1.4. The Landlord agrees to allow a “To Let” or “Let And Managed By...” board, or similar, to be erected on the Property in a position of the Agent’s choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007) and the Landlord confirms that they have informed the Agent of any prohibition on such boards made by the relevant planning authority or any superior landlord or estate manager.

1.5. The Landlord will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.

1.6. The Landlord will keep the Agent informed of any changes to the Landlord’s contact details.

1.7. If the Landlord is not based in England and Wales then the Landlord must provide an address for service of notices in England and Wales.

1.8. The Landlord will provide the tenant(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

2 Agent Responsibilities - All Service Levels

2.1. The Agent will perform the following services on behalf of the Landlord (“the Services”).

2.2. The Agent agrees to carry out the Services in a competent and professional manner.

2.3. For all service levels, the Agent shall arrange and record checks confirming that all legally required smoke and carbon monoxide alarms are in working order on the day the tenancy commences. Any faults must be rectified before occupation.

2.4. ‘Right to Rent’ Check

2.4.1. For all service levels, the Agent shall carry out the legally required initial Right to Rent checks before the tenancy commences, retain the required records and provide the Landlord with copies.

2.4.2. For Fully managed and Let only with rent collection, the Agent shall carry out any legally required follow-up checks while providing that service.

2.4.3. For Let only, the Landlord is responsible for any required follow-up checks. The Agent shall notify the Landlord in writing of any follow-up requirement identified during the initial checks and the relevant deadline.

2.4.4. On termination of an ongoing service, the Agent shall provide the Landlord with the check records and details of outstanding follow-up requirements. Responsibility for checks falling due after termination rests with the Landlord or their newly appointed agent.

3 Let only

3.1. The Agent agrees to visit the Property and recommend monthly or annual rental value, or such other period as shall be requested. Once approved by the Landlord this sum (“the Rental Value”) shall be used to calculate the Agent’s fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value. The Agent is not liable for any costs, losses, or other expenses arising in any way from its recommendation of an appropriate Rental Value and the ultimate decision on any specific Rental Value used for the marketing of the Property is one for the Landlord. For percentage-based fees, the applicable monthly rent is the rent agreed in the tenancy agreement at commencement, or the rent payable for the relevant later period where expressly stated. Annual rent means monthly rent multiplied by 12. Any weekly equivalent shall be calculated as monthly rent multiplied by 12 and divided by 52. Clause 7.3 governs the one-off Let only fee.

3.2. The Agent agrees to advertise and market the Property at the Rental Value.



3.3. The Agent agrees to accompany prospective tenants to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavour to obtain feedback from prospective tenants and to report such feedback to the Landlord.

3.4. The Agent agrees to negotiate any offers from prospective tenants on behalf of the Landlord subject to the Landlord's prior authority.

3.5. The Agent agrees to obtain a holding deposit equivalent to one week's Rental Value from suitable prospective tenants to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019.

3.6. The Agent agrees to notify the Landlord of the relevant details of suitable tenants, including any offers made in respect of the Property, subject to the Agent's legal obligations under the UK GDPR or relevant money laundering and financial crime legislation. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Landlord, however the Agent will provide, at the very least, a general indication of the tenant's suitability.

3.7. Unless otherwise instructed in writing by the Landlord, the Agent shall arrange full referencing of each proposed tenant and any proposed guarantor through an independent referencing provider. This includes assessment of identity, credit history, income and affordability, employment or other income sources, and previous landlord references where applicable. The Agent shall review the referencing results, follow up outstanding information where necessary and report the outcome to the Landlord to assist their decision on whether to proceed.

Full referencing is included in the one-off setup charge for all three service levels. No separate standard referencing fee is payable.

3.7.1. Referencing is based on information supplied by applicants and third parties and does not guarantee future payment of rent or compliance with the tenancy. The Agent remains responsible for carrying out its agreed services, including reviewing the results, with reasonable care and skill.

3.7.2. If the Landlord instructs the Agent not to obtain a reference they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant(s) to pay rent on time, or at all, and breach of the Landlord's insurance policy.

3.8. The Agent agrees to arrange a suitable tenancy commencement date. If the Landlord withdraws, any holding deposit shall be dealt with in accordance with the Tenant Fees Act 2019. The Aborted tenancy fee is payable only in the circumstances set out in clause 7.1.1. No Aborted tenancy fee is payable where the prospective tenant withdraws.



3.9. The Agent shall prepare the tenancy agreement and coordinate the documentation required to establish the tenancy. This work includes confirming the parties' details, the Property, the agreed rent and deposit, the commencement date and any agreed conditions; reviewing relevant referencing requirements; and arranging for the agreement to be issued and signed.

The Agent shall carry out a tenancy compliance review in time to meet each applicable statutory deadline, including before the tenancy is entered into where required, including checking the proposed tenancy documentation against applicable legal requirements, reviewing the safety certificates and other compliance information supplied for the Property, identifying missing or outstanding items, and arranging the provision of documents and information required to be given to the tenant within their applicable statutory deadlines.

Standard tenancy preparation and the tenancy compliance review are included in the one-off setup charge for all three service levels. No separate standard tenancy preparation or compliance review fee is payable.

The Landlord remains responsible for providing complete and accurate information, obtaining any necessary permissions and ensuring that the Property meets applicable legal requirements. The Agent shall notify the Landlord of any outstanding compliance matters identified during the review. This does not limit the Agent's responsibility to carry out its agreed services with reasonable care and skill.

3.10. The Agent shall provide prescribed written tenancy information before the tenancy is entered into and arrange all other legally required documents within their applicable statutory deadlines. Responsibility for ongoing compliance follows the selected service and clause 5.2 where applicable. The Landlord shall supply the information and documents needed in good time.

4 Let only with rent collection

4.1. If the Landlord selects Let only with rent collection, the provisions of this section apply in addition to the services in section 3. Fees shall be charged according to the selected service in the Services and Fees section and clause 7.3; the separate one-off Let only fee is not payable in addition unless expressly agreed in writing.

4.2. For Fully managed and Let only with rent collection, the Agent shall collect and administer any cash deposit unless the signed Appointment Form expressly assigns deposit protection to the Landlord. Where statutory protection is required, the responsible party shall protect the deposit within 30 days of receipt and provide the tenant(s) and any relevant person with the required Prescribed Information and scheme documents within the same period. Where the Agent administers the deposit, it shall use the selected DPS or mydeposits custodial scheme, identify the scheme in the protection documents and comply with its rules. The Landlord shall promptly supply the required information. Reposit is governed separately by clause 8.4.

4.3. Where the tenancy is not an Assured Periodic Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s) prior to the commencement of the tenancy and hold the sum in the Agent's client account.

4.4. Where instructed by the Landlord in writing, including through the Appointment Form, the Agent shall arrange a professional independent Inventory and Schedule of Condition before the tenancy commences, at the fee stated in Services and Fees. If the Landlord arranges this separately, they shall provide the report promptly. Without an adequate report, the Landlord's ability to substantiate deposit deductions or protection claims may be affected.

4.5. The Agent shall use reasonable endeavours to collect rent when due. The Agent does not guarantee the tenant's payments or performance. This does not limit its liability under section 13 or its obligations under an agreed Rent and Legal Protection service in section 9.



- 4.6.** The Agent agrees to transfer the cleared rental payments less their fees and other charges or expenses due under this Agreement within 14 days of receipt. The Agent shall also provide the Landlord with a monthly statement of rents received ('the Statement') and, at the request of the Landlord, provide the Statement to the Landlord's accountant or other authorised person. Additional copies of Statements are available, the cost of which is to be borne by the Landlord as set out in the Services and Fees section.
- 4.7.** The Agent agrees to use their reasonable endeavours to contact the tenant(s) if the rent due under the tenancy agreement is not received when it falls due for payment. Full details of the rent chasing procedure can be provided upon request.
- 4.8.** The Agent agrees to notify the Landlord of any instances where rent or other sums due from the tenants have been outstanding for more than 7 days, even if the payments have subsequently been received.
- 4.9.** An assured periodic tenancy does not require renewal at the end of a fixed term. The Agent shall liaise with the Landlord regarding proposed rent reviews, tenancy changes or steps to recover possession when instructed. Any rent increase or possession notice must follow the applicable statutory process. Additional work shall be charged only in accordance with the Services and Fees section or a quotation agreed in writing before the work is instructed. Where a different lawful tenancy type has a fixed term, any renewal work and fee shall be agreed separately in writing.
- 4.10.** Where instructed by the Landlord in writing, the Agent shall arrange a professional independent Check-out Report and Schedule of Condition, normally within five days after the tenancy ends and the tenant(s) give up possession, subject to access and reasonable availability. The fee shall be as stated in Services and Fees. The Agent shall notify the Landlord of any material delay and remains responsible for arranging the service with reasonable care and skill.
- 4.11.** The Landlord shall agree proposed deposit deductions with the tenant(s), with assistance from the Agent where selected on the signed Appointment Form. For Fully managed, clause 5.13 also applies. The Agent shall administer any repayment within its agreed instructions, in accordance with the deposit scheme rules, the parties' written agreement and any applicable court order. No repayment shall override a valid dispute or scheme restriction.
- 4.12.** Where allocation of a custodial deposit is disputed, the deposit shall remain with the scheme pending agreement, adjudication or a court determination, in accordance with the scheme rules. Where the Agent lawfully holds a deposit, it shall be retained or released in accordance with applicable legal requirements and the outcome of any dispute.
- 4.13.** Where deposit deductions are disputed, the parties may use the deposit scheme's dispute resolution process where available, subject to its eligibility requirements and deadlines. The Landlord shall provide evidence and respond promptly. If the Landlord fails to do so, the dispute may be decided on the evidence available to the scheme.
- 4.14.** If the scheme's dispute resolution process is unavailable or is not accepted by the parties, the dispute may need to be determined by a court. The Landlord is advised to obtain legal advice. The Agent shall administer any repayment in accordance with the scheme rules, any agreed settlement and any applicable court order.
- 4.15.** On termination of the Agent's service, the Landlord shall provide the information and instructions needed to transfer responsibility for deposit administration to the Landlord or a nominated agent. Any transfer shall follow the deposit scheme rules and applicable legal requirements. A deposit shall not be returned to the tenant solely because the Landlord terminates this Agreement or fails to arrange the transfer.
- 4.16.** If the Landlord terminates the Fully managed or Let only with rent collection service while a tenant introduced by the Agent remains in occupation under the tenancy arranged by the Agent, the one-off termination payment specified in clause 10.6 shall apply.

5 Fully managed



5.1. If the Landlord selects Fully managed, the provisions of this section apply in addition to the services in sections 3 and 4. Fees shall follow the selected service in the Services and Fees section and clause 7.3; fees for the other service levels are not payable in addition unless expressly agreed in writing.

5.2. In addition to Clause 3.10. the Agent will continue to comply with any of the Landlord's statutory obligations during the tenancy by notifying the Landlord of the need for inspections to be carried out. Where these inspections generate documents that must be served on the tenant(s) the Agent will serve these within any relevant statutory time limit.

5.3. The Agent agrees to write to the utility companies (where it has been properly informed of the identities of them) and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain. The Agent is not liable for any failure on the part of utility companies or the local authority to properly deal with a transfer of liability or for any failure by tenants, occupiers, or other parties to pay bills promptly or in full or any transfer of liability to the Landlord.

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

5.5. The Agent agrees to carry out at least 1 visit per year to the Property to inspect the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance. The Landlord may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Landlord as per the Services and Fees section. The Agent shall provide the Landlord with an inspection report within 14 days of each visit.

5.6. The Agent, if agreed with the Landlord, agrees to pay outgoings in relation to the Property provided the Agent holds sufficient funds in the Fund and the Agent is provided with copies of bills in good time. The liability for such outgoings remains the responsibility of the Landlord and the Agent will not accept any liability for late or missed payments. The Agent is not required to check the validity of such bills or whether they represent an appropriate charge for the services rendered and will pay any bill presented subject to the conditions set out above.

5.7. The Agent will notify the Landlord as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Landlord or where the Agent is unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario the Landlord must either arrange works themselves, or transfer sufficient funds to the Agent for the Agent to arrange for works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work, as set out in the Services and Fees section. The Agent retains the right to refuse instructions of such work at which point the responsibility for such work will revert to the Landlord.

5.8. The Landlord authorises the Agent to instruct contractors to carry out general repairs and maintenance to the Property up to the value of the Fund. The Agent is under no obligation to seek the prior approval of the Landlord to arrange such works. These works will be paid for from the Fund.

5.9. The Agent, except in the case of emergency, shall seek authority from the Landlord before instructing contractors to carry out any works which will cost more than the Fund. Upon receipt of such instructions from the Landlord, the Agent will instruct competent contractors to carry out the work. The Agent reserves the right to request sufficient monies to pay for such works before the Agent acts on the instructions.

5.10. In an emergency, or where urgent action is necessary to prevent injury, serious damage or a breach of a statutory obligation, the Agent may instruct necessary works exceeding the Fund. The Agent shall make reasonable attempts to obtain the Landlord's approval where time permits, but may act immediately where delay would increase the risk. The Agent shall limit expenditure to what is reasonably necessary, notify the Landlord promptly and account for the costs. The Landlord shall reimburse those costs, which may be deducted from rent monies held on their behalf.



5.11. Where separately agreed in writing, the Agent shall coordinate or supervise repair and maintenance works. The scope of that service and any additional fee shall be agreed with the Landlord before work begins. No supervision fee or higher rate for larger works shall apply automatically. The Agent shall perform its agreed service with reasonable care and skill.

5.12. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.

5.13. For Fully managed, the Agent shall assist with deposit deductions and negotiate disputes, unless the signed Appointment Form expressly assigns the relevant task to the Landlord. The Landlord shall provide evidence and instructions promptly. The Agent shall act fairly and follow the scheme rules and section 8. Fees for dispute assistance shall be as stated in Services and Fees; no unlisted negotiation charge applies automatically.

5.14. The Agent will not be responsible for the management of any areas that are not demised to the tenant(s) as part of the Property.

5.15. The Agent will, on request by the Landlord, and on agreement by the Landlord to pay its fees for doing so as set out in the Services and Fees section, liaise with the Landlord's legal representatives to enable the preparation of a witness statement in the name of the Agent or an appropriate member of its staff for the purposes of obtaining possession of the Property or making a claim against a tenant or other occupier. The Agent will, on agreement by the Landlord to pay its fees for doing so as set out in the Services and Fees section along with reasonable expenses, further agree to attend in an appropriate court or tribunal for the purposes of giving evidence in support of any such witness statement.

7 Fees

7.1. If a tenancy is entered into as a result of the Agent's marketing or introduction, or with a tenant found by the Landlord or another party during the sole agency marketing arrangement, the Landlord shall pay the fee applicable to their selected level of service, as set out in the Services and Fees section.

For the Let only service, the one-off letting fee and separate setup charge specified in clause 7.3 become due on the tenancy commencement date, whether or not the Agent introduced the tenant. For the Fully managed and Let only with rent collection services, the applicable setup and ongoing fees shall be payable in accordance with the Services and Fees section and clause 7.3.

The one-off Let only fee shall not be charged in addition to the fees for another selected level of service for the same letting unless separately agreed in writing by both parties. Clause 11.9 applies to a later tenancy arising from an introduction.

7.1.1. If the Landlord withdraws their instruction to proceed with a proposed tenancy after the Agent has prepared a draft tenancy agreement, but before the tenancy commences, the Landlord shall pay an Aborted tenancy fee of £325 plus VAT (£390 including VAT at the prevailing rate used in the fee table).

This fee is payable within 14 days of invoice and shall be charged instead of, and not in addition to, the letting or setup fee for that proposed tenancy. No ongoing management or rent collection fees shall arise for a tenancy that does not commence.

No Aborted tenancy fee is payable if the prospective tenant withdraws.

This clause is subject to any applicable statutory cancellation rights and does not affect the Landlord's rights arising from the Agent's breach of this Agreement.



7.2. The Agent may deduct fees and other sums properly due under this Agreement from rent monies received and held on the Landlord's behalf. Any amount not recovered by deduction shall remain payable by the Landlord. Unless otherwise expressly agreed in writing, an invoiced balance shall be payable within 14 days of the invoice date. The Landlord's liability for an agreed fee is not dependent on the tenant paying rent. The setup charge for all three service levels is a one-off fee for each new tenancy, payable when that tenancy commences. It is not a monthly or recurring charge and is not payable merely because the tenancy continues.

7.3. For the Let only service, the Landlord shall pay a one-off letting fee equivalent to 75% of the initial monthly rent plus VAT (90% including VAT at the prevailing rate used in the fee table). A separate one-off setup charge of £275 plus VAT (£330 including VAT) is payable in addition. Both charges become due when the new tenancy commences. The letting fee is not a monthly charge and will not be reduced or refunded solely because the tenancy subsequently ends. This does not affect the Landlord's statutory rights or rights arising from the Agent's breach of this Agreement.

For the Fully managed and Let only with rent collection services, ongoing fees shall be payable monthly in advance from the tenancy commencement date in accordance with the Services and Fees section. The Agent may align the invoicing period with the rent-payment dates. The setup charge becomes due on the tenancy commencement date. The one-off Let only fee shall not be charged in addition to those service fees for the same letting unless separately agreed in writing by both parties.

The separate one-off termination payment under clause 10.6 applies only in the circumstances stated there and is additional to service fees payable during the termination notice period.

7.4. If any sum due under this Agreement is not paid by its due date, interest shall accrue at 4% per annum above the base rate from time to time of Barclays Bank plc. If payment remains outstanding for 21 days or more after the due date, the Agent may suspend the Services until the overdue sums are paid. The Landlord shall pay reasonable costs properly incurred in recovering overdue sums.

7.5. The letting, setup, management, rent collection and Aborted tenancy fees payable by the Landlord under this Agreement shall not be charged to the tenant or deducted from the tenant's holding deposit or tenancy deposit. The same restriction applies to the termination payment under clause 10.6.

7.6. If rent monies held on the Landlord's behalf are insufficient to discharge fees properly due under this Agreement, the outstanding balance shall remain payable by the Landlord in accordance with clause 7.2. This does not create any additional fee or permit the Agent to recover the same amount more than once.

7.7. Any change to the fees set out in the Services and Fees section must be agreed in writing by both the Agent and the Landlord. The Agent shall give the Landlord at least one month's written notice of any proposed change.

An agreed change to ongoing fees shall take effect on the next date on which those fees are due after the notice period has expired, or on a later date agreed in writing by both parties.

No change shall apply retrospectively to a one-off letting fee, setup fee, Aborted tenancy fee or termination payment that has already become due. Statutory VAT changes are dealt with in clause 7.8. Provider-cost increases at Rent and Legal Protection renewal are governed by clause 9.5 and do not require further written agreement where its conditions are met.

7.8. VAT shall be charged at the rate required by law. Any VAT-inclusive figures shown in this Agreement are calculated using the VAT rate applicable when the Agreement is entered into.

If the statutory VAT rate changes, the VAT charged and the corresponding VAT-inclusive totals shall adjust accordingly. This adjustment does not change the underlying fee exclusive of VAT and does not require separate agreement under clause 7.7. Any change to the underlying fee remains subject to clause 7.7.

8 Tenancy Deposits



8.1. In accordance with the Housing Act 2004, the tenancy deposit of any Assured Periodic Tenancy (non-Assured Periodic Tenancies are excluded) must be protected by an approved, recognised scheme.

8.2. The Agent uses either the Deposit Protection Service (DPS), www.depositprotection.com, or mydeposits, www.mydeposits.co.uk, to protect tenancy deposits. The scheme selected for the tenancy shall be identified in the deposit protection confirmation and Prescribed Information supplied to the tenant(s) and any relevant person. The Landlord shall also be informed of the scheme used.

8.3. The Agent uses the custodial scheme operated by the selected provider. The scheme administrator holds the protected deposit and administers repayment in accordance with its rules, the parties' agreement, an adjudication decision or a court order, as applicable. Repayment, disputes and transfers shall follow the rules of the scheme protecting that deposit. The Agent's administration responsibilities are set out in clauses 4.11 to 4.15.

8.4. The Agent offers Reposit as an optional deposit replacement scheme (DRS), subject to eligibility and the applicable Reposit terms. Reposit is an alternative to a cash tenancy deposit; it is not tenant insurance. Information is available at www.reposit.co.uk.

8.4.1. Where Reposit is selected and activated, the tenant(s) pay the applicable Reposit service fee instead of providing a cash tenancy deposit. The tenant(s) remain liable for valid end-of-tenancy charges. Protection for the Landlord is subject to the applicable Reposit cover, limits, exclusions and claims requirements; it is not a guarantee that every claim will be paid.

8.4.2. The Agent shall provide the applicable Reposit information and terms before the arrangement is agreed. Those documents specify the service fee, cover limits, eligibility, evidence requirements, claims deadlines and dispute process. Any Reposit cover is separate from the Rent and Legal Protection service in section 9.

8.4.3. The Landlord shall confirm in writing whether they wish to accept Reposit before the tenancy commences. Its use also requires the tenant(s) to choose the product, accept the applicable terms and complete the activation requirements. The Agent shall confirm activation before relying on Reposit in place of a cash deposit.

8.4.4. The Landlord remains responsible for providing timely instructions and evidence for any end-of-tenancy claim. Where the Agent is instructed to administer the Reposit, it shall assist with and submit the claim in accordance with the selected service, the Landlord's instructions and Reposit's requirements. If the Landlord administers the Reposit directly, the Landlord shall submit the claim. On termination of the Agent's service, responsibility for the Reposit shall be transferred in accordance with the provider's process; termination does not itself cancel the Reposit or settle any outstanding claim.

9 Rent and Legal Protection

9.1. If selected by the Landlord, the Agent shall provide a Rent and Legal Protection service alongside either Fully managed or Let only with rent collection. The service is supported by insurance taken out in the Agent's name. The Landlord purchases the service from the Agent and does not become the policyholder merely by selecting it. The Agent shall administer the protection and any claim for the Property. When the tenancy commences and protection has been confirmed, the Agent shall provide a separate property-specific Contract of Guarantee or protection confirmation setting out the Property, protection start and end dates, benefits, limits and material conditions. This section explains the service and the parties' responsibilities; any different property-specific limits shall be agreed in writing before the service begins. Benefits depend on the applicable insurance cover and acceptance of the claim and are not an unconditional guarantee of rent.



9.2. The service is intended to help protect the Landlord against unpaid rent and provide access to insurer-approved legal assistance to recover possession where the tenant breaches the tenancy. Where the Agent manages the tenancy or collects rent, it shall monitor the rent account, identify arrears, contact the tenant and any guarantor, inform the Landlord promptly and coordinate notification and submission of a claim. The Agent shall seek early notification rather than waiting for the arrears threshold. Rent payments under the service depend on an accepted claim and satisfaction of the insurance requirements, including arrears equivalent to two complete monthly payments and acceptance of the associated eviction claim. The Agent shall pay the Landlord the claim monies received for their Property, subject to agreed lawful deductions and any amounts already recovered from the tenant or another source. Rent protection is based on the monthly rent stated in the tenancy agreement and provides payments up to that amount for a maximum of 15 monthly payments, subject to acceptance of the claim and the agreed protection terms. The Agent shall confirm protection at the tenancy rent before the service begins. Subject to acceptance and the applicable conditions, post-vacant-possession payments may be available at 75% of that monthly rent for a maximum of three months or until the Property is re-let, whichever occurs first. Legal assistance is subject to insurer approval and the applicable insured limits. The Agent shall explain any different limits or material restrictions affecting the agreed service. The Agent does not fund payments beyond the insurance benefits available for an accepted claim.

9.3. The Agent shall carry out the policy compliance and administration work within its selected service and any additional written instructions, with reasonable care and skill. The Landlord shall supply accurate information and documents, give necessary instructions promptly and carry out the actions for which the Landlord remains responsible. The parties' responsibilities include the following:

9.3.1. The Agent shall arrange and review full tenant and, where required, guarantor referencing before the tenancy commences, checking that the results meet the applicable policy criteria. Where a guarantor is required, the Agent shall arrange the guarantor agreement for signature. The Agent shall retain the relevant reports and any written insurer acceptance. When the insurance policy is renewed, the Agent shall check continuing tenant and guarantor eligibility and arrange fresh referencing only where the policy conditions require it. The Landlord shall not instruct the Agent to proceed contrary to a policy requirement without written insurer acceptance.

9.3.2. Where instructed to arrange the inventory and check-out, the Agent shall coordinate the inspections, provide the inventory to the tenant and arrange its acknowledgement within the timeframe required by the policy. For a dilapidations claim, the policy requires inspection before commencement, an inventory signed by the tenant within seven days of commencement, and check-in and check-out reports. Where the Landlord arranges these services, the Landlord shall provide compliant reports and evidence promptly. The Agent shall check and retain the evidence needed for policy administration.

9.3.3. Where the Agent collects rent, it shall maintain full, accurate and up-to-date rent accounts, record monies received and retain the evidence required for a claim. The Agent shall report payments received after claim notification to the policy administrator within the applicable deadline, which is 30 days under the policy. The Landlord shall promptly disclose any rent, benefit or other payment received directly, or any payment arrangement agreed outside the Agent's administration. No claim shall result in double recovery.

9.3.4. The Agent shall check the relevant tenant details and declared use of the Property against the policy eligibility requirements. The Property must be used solely for residential purposes and the tenant(s) must be at least 18 years old. The Landlord shall disclose any change in use or occupancy and shall not agree a change affecting eligibility without informing the Agent.



9.3.5. The Agent shall prepare a legally compliant tenancy agreement, coordinate signature by all parties and provide the statutory tenancy information and documents within its agreed service. Where instructed to arrange safety certificates or other compliance documents, the Agent shall arrange the necessary contractor or inspection, check the documents supplied and coordinate service on the tenant where required. Where the Landlord arranges these directly, the Landlord shall supply valid documents and evidence in time for the Agent's compliance review. The Agent shall identify outstanding requirements and notify the Landlord of action needed. The Landlord remains responsible for the physical condition of the Property, necessary permissions and completing remedial works. Applicable policy endorsements and current law govern tenancy types and possession procedures; insurance policy renewal does not require renewal of a periodic tenancy.

9.3.6. Where instructed to collect the initial rent, the Agent shall confirm receipt of the first month's rent in cleared funds before possession is given, subject to applicable law. Where instructed to administer a cash deposit, the Agent shall protect it with the selected scheme and provide the required Prescribed Information and scheme documents within the statutory deadline. Where Reposit is agreed, the Agent shall confirm activation within its agreed instructions. If these matters are handled by the Landlord, the Landlord shall provide the required evidence promptly and the Agent shall review it for policy administration. The Agent shall not confirm policy compliance while a known required item remains outstanding.

9.4. The Agent shall administer potential claims and policy compliance within its agreed instructions. Cover remains subject to the insurance contract; the following provisions do not replace its complete conditions or exclusions:

9.4.1. Where the Agent monitors rent under the selected service, it shall identify potential claims arising from arrears, inform the Landlord promptly and notify the policy administrator as soon as reasonably practicable and no later than 60 days after the first missed rent payment or other relevant insured event. The Agent shall not wait for the final deadline or for two complete monthly payments to become overdue before notifying a potential claim. This notification obligation reflects the Contract of Guarantee and is intended to avoid late-notification deductions. The Landlord shall promptly inform the Agent of events or information known to the Landlord that the Agent would not reasonably know, and provide the information required to progress a claim. The Landlord is not required to report arrears already recorded in the Agent's rent account. Any consequence of late notification shall be assessed under the applicable insurance and guarantee terms and does not remove the Agent's responsibility for performing its agreed duties.

9.4.2. The Agent shall contact the tenant and any guarantor within seven days of overdue rent, retain evidence of contact and coordinate lawful escalation and any required mediation. The Agent shall keep the Landlord informed and request instructions where needed. The Landlord shall respond promptly and cooperate with reasonable steps needed to progress the matter.

9.4.3. The Agent shall coordinate the claim with the policy administrator and appointed representatives and, where instructed, arrange lawful service of the required notices. The Agent shall obtain the approval required by the policy before incurring legal costs, negotiating a settlement or withdrawing proceedings. The Landlord shall cooperate and shall not take separate action affecting the claim without first consulting the Agent and obtaining any necessary policy approval.

9.4.4. The Agent shall retain the referencing, tenancy, deposit and rent-account records within its administration and the compliance documents supplied or arranged under its instructions. It shall provide the evidence required by the policy administrator and notify the Landlord of outstanding information or remedial action. The Landlord shall keep the Property compliant, complete necessary works and supply information outside the Agent's control. The Agent remains responsible for carrying out its own agreed duties with reasonable care and skill.

9.4.5. The Agent shall provide the Landlord with a reasonable summary of the protection benefits and material conditions, limits and exclusions affecting the service, and explain any additional property-specific requirements before protection begins. The insurance includes exclusions relating to alleged violence or dishonesty by the insured. The insurer determines whether a claim is accepted under the insurance held by the Agent. The Landlord shall deal with the Agent for administration of the protection service; the Agent does not guarantee acceptance of every claim.



9.4.6. The Agent shall check the start date, insured limits and relevant eligibility requirements when arranging or renewing protection, including any applicable initial-period exclusions, and shall explain material restrictions to the Landlord. It shall notify the insurance provider of material changes arising within its administration. The Landlord shall promptly disclose material facts or changes not otherwise known to the Agent. Insurance conditions govern whether the insurer pays a claim, but do not remove the Agent's obligation to perform its agreed protection service with reasonable care and skill.

9.4.7. The Agent shall assist with gathering evidence and progressing a claim through the appointed claims process. The insurer assesses reasonable prospects of success and the proportionality of legal costs. A defence or counterclaim may affect that assessment but does not automatically exclude every claim under this Agreement.

9.4.8. The Rent and Legal Protection service provided under this Agreement ends on the effective termination date of the agency service, after any applicable notice period. No refund of the charge for this protection service is payable solely because the agency service is terminated before the protection period expires. This does not affect the Landlord's statutory rights or rights arising from the Agent's breach of this Agreement. The Agent shall notify the policy administrator of termination and arrange any necessary cancellation or change to the insurance. The treatment of insured events occurring before termination and claims already notified shall be determined by the applicable policy and insurer; this clause does not extinguish any accrued insurance rights.

9.5. Where Rent and Legal Protection is selected, the Landlord authorises annual renewal while the service remains instructed. The renewal charge may increase solely to reflect an increase in the provider's charges. The Agent shall give at least one month's written notice of the revised charge. No further approval is required, but the Landlord may decline renewal before the renewal date without a cancellation charge. Declining protection renewal does not terminate the agency service. This is an exception to the written agreement requirement in clause 7.7.

10 Cancellation and Termination

10.1. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, this Agreement continues until it is ended in accordance with this section or section 19, as applicable. Termination of this Agreement ends the agency services on the effective termination date but does not affect fees already properly due, accrued rights or outstanding obligations under this Agreement. Termination of the agency agreement does not itself terminate the tenancy between the Landlord and the tenant(s).

10.2. Where the Landlord has a statutory right to cancel this Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Landlord may cancel without giving a reason within 14 days beginning with the day after this Agreement is entered into, or within any longer period required by law.

The Landlord may cancel by notifying the Agent through a clear statement, including by email to info@greenfieldsproperty.co.uk. The Cancellation Form provided with this Agreement may be used but is not compulsory.

The Agent shall obtain the Landlord's express request before beginning services during an applicable cancellation period. Where the Landlord subsequently cancels, any payment for services supplied up to cancellation shall be proportionate and payable only where the statutory requirements for that payment have been satisfied. The Agent shall calculate any such payment after receiving the cancellation notice, by reference to the services supplied up to cancellation and the agreed fees, and provide the Landlord with an itemised calculation. Beginning services does not itself remove the Landlord's right to cancel.

Statutory cancellation rights take priority over the initial marketing period, contractual notice periods and the Aborted tenancy fee.



10.3. From the tenancy commencement date, the Landlord may terminate the Fully managed or Let only with rent collection service by giving three calendar months' written notice. The notice period runs from receipt of notice in accordance with clause 18, unless both parties agree a different effective termination date in writing. Fees properly due during the applicable notice period remain payable, subject to clause 10.5. Any additional termination payment is governed by clause 10.6. Before a tenancy commences, termination of the marketing arrangement is governed by section 19. For Let only, no continuing monthly service fee arises after commencement; the one-off fee and any outstanding agreed obligations remain enforceable. The effect of termination on Rent and Legal Protection is governed by clause 9.4.8.

10.4. The Agent shall provide the Landlord with a final statement of account within 28 days of the effective termination date, showing receipts and expenditure since the last statement and any outstanding balance. The Agent shall account for and pay any balance properly due to the Landlord, after deducting fees and expenditure lawfully due, and identify any amounts properly retained pending resolution of outstanding matters.

The Agent shall arrange a prompt handover to the Landlord or their authorised replacement agent of keys and relevant tenancy records, certificates, rent accounts and deposit or Reposit information held by the Agent. Records needed for the continued administration of the tenancy shall be handed over on termination or as soon as reasonably practicable, rather than awaiting the final account. Any change to deposit or Reposit administration shall follow the applicable scheme or provider requirements. The handover shall identify outstanding matters and any existing protection claims, subject to clause 9.4.8 and applicable data protection requirements.

10.5. During the termination notice period, the Agent shall continue providing the agreed services and the normal service fees shall remain payable while the tenancy continues.

If the tenancy legally ends and the tenant(s) give up possession of the Property before the notice period expires, ongoing percentage-based management or rent collection fees shall cease on the date both events have occurred. No such fees shall be charged for the remaining unused notice period.

Fees already properly due and charges for separately agreed services, including any instructed check-out report, remain payable. Any ongoing service fees paid in advance for the period after that date shall be credited or refunded.

This clause does not affect a Let only fee already properly due. Any additional termination payment is governed by clause 10.6.

10.6. Where the Landlord terminates the Fully managed or Let only with rent collection service and a tenant introduced by the Agent remains in occupation under that tenancy on the effective termination date, the Landlord shall pay a one-off termination payment equivalent to 75% of the monthly rent payable on that date, plus VAT.

This payment is additional to the normal service fees properly payable during the applicable termination notice period. It becomes due on the effective termination date and is payable within 14 days of invoice. It applies once only for that tenancy and shall not duplicate any other introduction or Let only fee charged for the same termination. It replaces any continuing introduction or Let only fees after termination. No further management, rent collection or introduction fees shall accrue for that tenancy after the effective termination date; fees already properly due before that date remain payable.

The payment does not apply where the Landlord selected Let only from the outset, where the Agent terminates the service, where the Landlord terminates because of the Agent's material breach of this Agreement, or where the tenancy has ended and the tenant(s) have given up possession before the effective termination date. It does not affect the Landlord's statutory rights.



10.7. The Agent may terminate this Agreement by written notice where the Landlord commits a material breach, including material non-payment of fees. Where the breach is capable of remedy, the Agent shall first give written notice explaining the breach and allowing a reasonable period to remedy it. If the breach is not remedied within that period, the Agent may terminate by further written notice.

The Agent may terminate immediately by written notice where a material breach cannot be remedied, or where continuing the services would be unlawful, unsafe or genuinely impossible. The notice shall explain the reason for termination. The handover and accounting obligations in clause 10.4 remain applicable, and the payment in clause 10.6 does not apply where the Agent terminates.

10.8. From the tenancy commencement date, the Agent may terminate the Fully managed or Let only with rent collection service by giving three calendar months' written notice. The notice period runs from receipt of notice in accordance with clause 18, unless both parties agree a different effective termination date in writing. Before a tenancy commences, termination of the marketing arrangement is governed by section 19. Clause 10.7 governs termination for material breach or circumstances preventing continuation. The handover and accounting obligations in clause 10.4 apply. The one-off payment in clause 10.6 does not apply where the Agent terminates the service. The effect of termination on Rent and Legal Protection is governed by clause 9.4.8.

11 General Terms

11.1. Without prejudice to the generality of the Agreement, the Agent will comply with all reasonable instructions from the Landlord from time-to-time in respect of the management of the Property or any part of it.

11.2. The Landlord shall reimburse the Agent for reasonable losses and costs, including reasonable legal costs, directly caused by the Landlord's breach of this Agreement, unlawful instructions or inaccurate information. This does not apply to the extent caused by the Agent's breach, negligence or fraud, or to costs the Agent could reasonably have avoided.

11.3. The Agent does not guarantee payment of rent or the tenant's performance of the tenancy. This does not limit the Agent's liability under section 13 or its obligations under any Rent and Legal Protection service agreed under section 9.

11.4. The Landlord agrees that the Agent is not responsible for loss or damage (whether direct, indirect or consequential) sustained as a result of the Agent being unable to discharge any liability of the Landlord due to having insufficient funds in the Fund.

11.5. The Agent is not responsible for managing or overseeing the Property when there is no tenancy in place. Any agreed marketing activity is governed by section 19 and does not constitute management of an unoccupied Property.

11.6. The Landlord agrees that the Agent is not responsible for showing the tenant(s) how to use any of the appliances, fixed or moveable, in the Property.

11.7. The Landlord remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.

11.8. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Landlord accepts that it is thereafter the Landlord's responsibility to collect those keys from the Agent.

11.9. If a tenant introduced by the Agent, or a person introduced through that tenant, enters into a tenancy of the Property within 12 months of the original introduction by direct arrangement with the Landlord or through another agency, the Landlord shall pay the one-off Let only fee under clause 7.3 on commencement of that tenancy. This fee shall not be charged where a letting, setup or service fee has already become payable to the Agent for the same letting, or where it would duplicate a termination payment under clause 10.6. No recurring Let only fee arises under this clause.



11.10. Upon the Landlord signing this Agreement, the Agent shall be deemed to be instructed to sign on the behalf of the Landlord all documents necessary to affect an Assured Periodic Tenancy, or other tenancy if an Assured Periodic Tenancy is not appropriate, of the Property. The Agent will use its reasonable endeavours to notify the terms of such documents and seek the approval of the Landlord prior to affecting the same. The Landlord accepts that if the Agent is unable to contact the Landlord, the Agent may agree to terms it considers reasonably acceptable.

11.11. The Landlord agrees that any interest incurred on monies being held for the Landlord will belong to the Agent, with the exception of the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.

11.12. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be severed and the remainder of this Agreement shall continue in full force and effect where possible.

11.13. The Agent may employ sub-contractors to carry out any part of the Services.

11.14. The Landlord accepts that the Agent is unable to provide advice in relation to the liability of the Landlord for tax on income arising from the letting of the Property and the Landlord confirms that he shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Landlord when the Property is let, including confirmation of the rental income received. The Landlord's attention is drawn to the 'Tax' section below.

11.15. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.

11.16. Reference to any statute or statutory provision shall be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.

11.17. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporated.

11.18. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

11.19. The Agreement shall be governed by the law of England and Wales, and the Landlord submits to the exclusive jurisdiction of the courts in England and Wales.

11.20. This Agreement, including all documents attached hereto, including but not limited to the Appointment Form and Services and Fees section embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.

11.21. Any proposed change to this Agreement must be notified to the Landlord at least one month in advance and agreed in writing by both the Agent and the Landlord before taking effect. Fee changes are governed by clause 7.7 and statutory VAT changes by clause 7.8. Any waiver must be recorded in writing and signed by both parties. A waiver of one provision does not waive any other provision. The protection renewal arrangements in clause 9.5 are an exception to the requirement for further written agreement.

11.22. The Agent may assign any of their obligations to provide the Services or the entirety of their rights and obligations under this contract to a third party to abide by the terms of it in place of the Agent, subject at all times to the Landlord's right of cancellation set out in the Terms.

11.23. The Agent may take any sums due or owing to it under any other agreement between it and the Landlord from any monies payable to the Landlord under this contract.



13 Liability

13.1. The Agent shall provide the agreed services with reasonable care and skill.

13.2. The Agent is not responsible for losses caused by inaccurate or incomplete information supplied by the Landlord, the Landlord's failure to fulfil their obligations, or a tenant's default, except to the extent caused or contributed to by the Agent's breach or negligence.

13.3. Where the Agent arranges an independent contractor on the Landlord's behalf, the contract for that work is between the Landlord and the contractor. The contractor is responsible for its workmanship and remedying defects. The Agent does not guarantee the contractor's performance but remains responsible for reasonable care and skill in selection, instruction and any agreed supervision. This does not exclude liability for the Agent's own breach or negligence. Where the Agent subcontracts performance of its own agreed services, it remains responsible for those contractual duties.

13.4. Nothing in this Agreement excludes or restricts liability for death or personal injury caused by negligence, fraud, or any liability or statutory right that cannot lawfully be excluded or restricted.

14 Non-resident Landlords and Tax

14.1. The Landlord shall notify the Agent if their usual place of abode is outside the United Kingdom or changes in a way that may bring them within the Non-resident Landlords Scheme. Where the scheme applies, the Agent shall account for and deduct tax as required by HMRC, unless and until HMRC notifies the Agent in writing that the Landlord may receive the relevant rental income without deduction of tax. An application for approval does not itself authorise payment without deduction. The Landlord shall supply relevant HMRC approval details and inform the Agent of any withdrawal or change. Approval to receive rent without deduction does not exempt the Landlord from tax liability. The Landlord should obtain independent tax advice.

15 Landlord Insurance Referral

15.1. The Landlord should maintain suitable landlord insurance. If the Agent offers an insurance referral, it shall provide the relevant information and disclose any referral fee or commission before the Landlord decides whether to proceed. A referral is separate from the Rent and Legal Protection service in section 9.

16 Data Protection

16.1. The Agent and Landlord shall comply with applicable data protection legislation and ensure that personal information they supply or use is obtained, shared and handled lawfully.

16.2. The Agent shall use personal information to provide the agreed services, meet legal obligations and administer this Agreement, as explained in its privacy notice. Information may be shared lawfully with relevant service providers, authorities and any successor agent as necessary.

16.3. Each party's role as controller or processor shall reflect its actual processing activities. Where the Agent acts as a processor for the Landlord, the parties shall put the required written data-processing terms in place before that processing begins.

16.4. Both parties shall keep personal information secure and cooperate promptly with relevant information requests and personal data breaches.

17 Events Beyond Our Control

17.1. The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond their reasonable control.



18 Giving Notice

18.1. Notices under this Agreement shall be in writing and may be delivered by hand, sent by first-class recorded post, or sent by email. Notices to the Agent shall be addressed to DA Residential Ltd t/a Greenfields, 115 Victoria Road, Ruislip HA4 9BN, or info@greenfieldsproperty.co.uk. Notices to the Landlord shall use the correspondence or email address stated in the Appointment Form, or a replacement notified in writing. A hand-delivered notice is received on delivery; a postal notice is deemed received two working days after posting. An email notice is deemed received on the next working day after sending, provided no delivery-failure notification is received. Evidence of sending should be retained. These arrangements do not replace any mandatory legal rules governing statutory notices.

19 Sole Agency and Initial Marketing Period

19.1. The Agent is appointed on a sole agency basis to market the Property for an initial period of eight weeks from the Agency start date. During the marketing arrangement, the Landlord shall not appoint another letting agent to market the Property.

19.2. If a tenancy commences during the initial eight-week period, the marketing arrangement ends on the tenancy commencement date. If a tenancy commences later, the marketing arrangement ends on that later date. From the tenancy commencement date, the provisions applicable to the selected level of service, including section 10, shall apply.

19.3. If the Property remains unlet at the end of the initial eight-week period, the sole agency marketing arrangement shall continue until either party terminates it by giving at least two weeks' written notice. Notice may be given during the initial period but shall not take effect before that period expires. Applicable statutory cancellation rights and clause 10.7 are unaffected.

19.4. Clauses 10.3 and 10.8 apply only to ongoing services from tenancy commencement. They do not apply to pre-tenancy marketing or create monthly Let only fees.



Cancellation form

Complete this form only if you wish to cancel an agreement to which a statutory cancellation right applies. You may instead send any clear statement of cancellation. See clause 10.2.

To: DA Residential Ltd t/a Greenfields
115 Victoria Road, Ruislip HA4 9BN
01895 628560
info@greenfieldsproperty.co.uk

I/we hereby give notice that I/we cancel my/our contract for the following service:

Service:

Agreement date:

Property address:

Landlord name(s):

Landlord address:

Signature(s):

Date:

A signature is required only where this form is submitted on paper. Keep a copy of your cancellation notice.