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Lettings Terms of Business



Reeds Rains

· Since 1868 ·

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This Agreement consists of the following sections:
Section 1 - About You - this section is about You and Your Property.
Section 2 - Lettings Services Fees - this section details the Lettings Services Fees due to Us.
Section 3 - Lettings Services - this section sets out Our appointment as lettings agent by You and describes the different service types which are available to You.
Sections 3.1 - 3.10 apply to all service types. Section 3.12 applies to both the Rent Collection and Fully Managed Service. Sections 3.13 - 3.16 apply to the Fully Managed Service only.
Section 4 - Your Responsibilities - this section sets out Your responsibilities under this Agreement.
Section 5 - Your Responsibilities as a Landlord - as a Landlord You have responsibilities to Your Tenant and these are set out in this section of the Agreement.
Section 6 - Definitions - this section explains some of the terminology used in this Agreement.
Section 7 - General Terms and Conditions - this section includes some standard terms and conditions which apply to all sections of this Agreement and all services provided by Us under this Agreement.
Section 8 - Confirmation of Services, Declaration and Signing - this section is where You confirm Our instructions in connection with the letting of the Property and is where You and We sign the Agreement. It also sets out some key consequences of signing this Agreement and the cancellation rights that You may have under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
Section 9 - Notice of Right to Cancel - this section applies where You have a right to cancel under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Important note: Please note the important provisions regarding Your and Our Right to Terminate this Agreement in certain circumstances (clause 7.3) and our Limitation of Liability (clause 7.11).

The Agreement is a legally binding document and it is important that You read and understand the terms and conditions that will apply before signing.

1 - About You

A Lettings Agency Agreement made between:
Reeds Rains Durham City

And the Landlord(s):

Landlord 1
Full name: Sukhdeep Singh Birring
Correspondence Address: 34 St. Nicholas Close, Amersham, Buckinghamshire, HP7 9NW
Telephone (Home): (Work): (Mobile): 07973986890
Email Address: deep.birring@hotmail.com
% Share Owned: 100%

Landlord 2
Full name:
Correspondence Address:
Telephone (Home): (Work): (Mobile):
Email Address:
% Share Owned:

Landlord 3
Full name:
Correspondence Address:
Telephone (Home): (Work): (Mobile):
Email Address:
% Share Owned:

in respect of:
Address of Property to let: 6 Rock Farm Mews, Wheatley Hill, Durham, DH6 3NG

Fee Table:

	Fully Managed Service			Rent Collection Service			Tenant Find Service		
	Fee	VAT	Total Inc Vat	Fee	VAT	Total Inc Vat	Fee	VAT	Total Inc Vat
Set up Fee	£395	£79	£474	£395	£79	£474	£600	£120	£720
Monthly Fee	10%	2%	12%	8%	1.6%	9.6%	Not Applicable		
	of the gross rent payable throughout the initial term			of the gross rent payable throughout the initial term					
Renewal Fee	£120	£24	£144	£120	£24	£144	£120	£24	£144
Inventory Fee	£125	£25	£150	£125	£25	£150	£125	£25	£150
Change of Sharer Fee	£300	£60	£360	£300	£60	£360	£300	£60	£360

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2 Lettings Services Fees

2.1 VAT

2.1.1 All fees included hereafter are inclusive of VAT at the prevailing rate.

2.2 Set Up Fee

2.2.1 Where We introduce a Tenant who enters into a Tenancy Agreement to rent the Property, You agree to pay Us the Set Up Fee on the signing of the Tenancy Agreement. The Set Up Fee is dependent upon the service type You have selected. Our scale of fees is set out on page 1.

2.2.2 The Set Up Fee is payable in respect of any Tenant whom We introduce to You whether or not the tenancy is finalised by Us.

2.2.3 Where You appoint Us as the sole agent in connection with the initial letting of the Property and You subsequently let the Property to a Tenant who is not introduced to You by Us at any time during the period We are appointed as Your sole agent, You may be required to pay Our reasonable costs and charges (up to a maximum of **£100 inclusive of VAT**) in connection with the marketing and letting of the Property up to when You notified Us that the Property has been let.

2.3 Monthly Fee

2.3.1 Where You have selected to receive the Rent Collection Service or the Fully Managed Service, You agree to pay Us the Monthly Fee throughout the period(s) the Property is tenanted. Our scale of fees is set out on page 1.

2.4 Renewal Fee

2.4.1 Where an existing tenancy is renewed or extended beyond its initial term, You agree to pay Us the Renewal Fee where We assist with the negotiation of the renewal or extension and prepare a further Tenancy Agreement between You and the Tenant

2.5 Change of Sharer

2.5.1 Where there is a change of a tenant within the Property, You agree to pay Us the Change of Sharer Administration Fee where We assist with the administration relating to the change of tenant in the Property and where We prepare a further Tenancy Agreement between You and the new tenant.

2.5.2 Where You appoint Us to assist with the administration relating to the change of tenant in the Property and the new tenant does not move into the Property, You may be required to pay Our reasonable costs and charges (up to a maximum of **£100 inclusive of VAT**) in connection with the administration relating to the change of tenant up to and including when the Tenant is no longer moving into the Property.

2.6 Additional Fees

2.6.1 Depending on the service type you select to receive, certain services will be included but subject to fees which are additional to those set out in sections 2.2 - 2.4 Further details regarding each additional service (& the relevant fee) are set out in the remainder of the agreement.

2.7 General

2.7.1 You agree all Fees and charges shall be deducted from rental income and where We hold insufficient funds, You shall pay any shortfall to Us. Where You have selected to receive the Tenant Find Service, You agree that We shall deduct Our Fees from the initial rental payment collected from the Tenant and You shall pay any shortfall to Us prior to the commencement of the tenancy.

2.7.2 Where any Fees are outstanding, We may choose how to apply monies received by You or on Your behalf against any outstanding Fees.

2.7.3 All Fees and charges are fixed for the duration of the initial term of the tenancy. On any renewal or re -let, Our standard fee rates at that time shall apply. Where this results in an increase in Fees, We shall notify You in writing at least two months prior to the change and if You do not wish to proceed, You may exercise Your right to terminate this Agreement pursuant to section 7.3. If You do not exercise Your right to terminate, it shall be deemed that You have accepted the change at the end of the termination period.

2.7.4 Where You decide to sell the Property and We enter into a separate sales agreement to provide You with estate agency services in connection with the sale, You agree We shall be entitled to charge You a sales commission fee in accordance with the terms of the estate agency agreement.

2.7.5 Interest accruing on funds held by Us before transfer to Your account will be retained by Us.

3 Lettings Services

Available to all service types

3.1 Rental Value

3.1.1 We shall recommend an appropriate market rental on the Property and take Your instructions prior to marketing the Property.

3.2 Marketing Services

3.2.1 We shall market the Property to inform prospective tenants of its availability. Unless You instruct Us otherwise, marketing may include advertising the Property in branches, via email and telephone, online (including on Our website and selected property portals) and/or in the local press.

3.2.2 You consent to Us erecting a "To Let" and a "Let By" board (as applicable) at the Property. You shall inform Us of any restrictions preventing the placing of a board at the Property.

3.2.3 We shall arrange for prospective tenants to view the Property. We will either accompany prospective tenants to the Property or arrange a mutually convenient time for them to meet You at the Property to conduct viewings.

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3.3 References

3.3.1 We shall obtain a credit reference report from a credit reference provider to assist in Your assessment on the suitability of any tenant applicant. The cost of this check(s) will be included in your landlord set up fee.

3.3.2 The report shall include a summary of any adverse information located following a review of the applicant 's existing credit history along with an authenticate score which measures the identity of an applicant based on the information provided. The report may also include a reference from the existing landlord/letting agent and verification of the applicant's inc.

3.3.3 Where the applicant does not fully meet the referencing criteria, a guarantor may be required. We shall obtain a credit reference report for the prospective guarantor and We shall only proceed with the letting where the guarantor receives a satisfactory rating and signs a contract of guarantee.

3.3.4 You are notified that:

3.3.4.1 the credit reference report arranged by Us is based on the information supplied by the Tenant, referees, guarantors (where applicable) and information obtained from various public records. In addition, neither We nor the credit reference provider shall be responsible for any error, inaccuracy or omission in that information nor are We or the credit reference provider liable for the consequences of any recommendation made where such information contains errors, inaccuracies or omissions;

3.3.4.2 any rating provided in relation to any applicant is based on generic criteria and is not a guarantee that the applicant will meet all of their liabilities to You. These criteria may not be suitable for all situations and You should ensure that You do not base Your decision solely on the results of the credit reference. You should take in to account all information available to You in assessing the suitability of any proposed tenant or guarantor and should not rely solely on the credit reference. Should You require more information on the criteria applied in order to generate a 'rating' please contact Us;

3.3.4.3 no contract exists between You and the credit reference provider and any queries or complaints in relation to the tenant report should be directed to Us; and

3.3.4.4 the maximum liability of Us and/or the credit reference provider to You in relation to any issue with the tenant report (whether such claim is brought under tort, contract or breach of statutory duty) shall be limited to **£50**.

3.4 Right to Rent

3.4.1 We shall carry out right to rent checks on the applicant and any other adult occupier of the Property that We have written notice of prior to the commencement of the tenancy.

3.4.2 During the term of a tenancy, further right to rent checks will be required: i) on a change of occupancy and/or ii) where an occupant only has a time limited right to rent, shortly before 12 months following the previous check or shortly before the end of the occupier 's permission to stay, whichever is later.

3.4.3 **Checks on a change of occupancy**

Where You have selected to receive a Fully Managed Service, We shall commence right to rent checks on a new adult occupier promptly following receipt of their details.

Where You have selected to receive a Rent Collection Service, We shall only commence right to rent checks on any new adult occupier where You instruct Us to do so. We shall commence such checks promptly following receipt of their details. You agree to pay us the Right to Rent Fee of **£60 (inclusive of VAT)**.

In all other circumstances (including where You receive the Tenant Find Service), it is Your responsibility to carry out such checks in accordance with the Immigration Act 2014 (as amended).

3.4.4 **Further checks for occupiers with a time limited right to rent**

Where You have selected to receive a Fully Managed Service, We shall carry out further checks on occupants with a time limited right to rent.

Where You have selected to receive a Rent Collection Service, We shall only carry out further checks on occupants with a time limited right to rent where You instruct Us to do so. Where a further check is carried out You agree to pay us the Right to Rent Fee of **£60 (inclusive of VAT).**

In all other circumstances (including where You receive the Tenant Find Service), it is Your responsibility to carry out such checks in accordance with the Immigration Act 2014 (as amended).

3.5 Tenancy Agreement

3.5.1 We shall prepare a written Tenancy Agreement which includes the prescribed information in accordance with the current legislation.

3.5.2 Where You select to supply the Tenancy Agreement, You confirm to Us that the Tenancy Agreement is compliant with current legislation including the Tenant Fees Act 2019, You must provide this to Us at least 7 days before the tenancy is due to commence. In the event You fail to do so or the Tenancy Agreement provided is not in Our opinion compliant with current legislation, We reserve the right to use Our form of Tenancy Agreement. A copy of Our form of the Tenancy Agreement is available on request. Your Instruction to Us shall amount to Your approval of Our form of the Tenancy Agreement. We recommend that You should obtain independent legal advice regarding the terms and suitability of Our form of Tenancy Agreement.

3.6 Utilities and Local Authorities

3.6.1 Where You instruct Us prior to the commencement of the tenancy, We shall notify utility suppliers (excluding telephony and broadband providers) and the relevant local authority of the change of occupancy. Where the supplier is unable to accept notification from Us, We will notify You so that You can make the notification.

3.7 Commencement of Tenancy, Inventory and Check-Out

3.7.1 Unless instructed otherwise, We shall handover the keys to the Property to the Tenant on the commencement of the tenancy.

3.7.2 An inventory is recommended as it documents in writing the condition and contents of the Property at the start and end of the tenancy. We can arrange for an inventory to be prepared. It shall be prepared by Us or on Your behalf by an inventory clerk. The cost of an inventory varies depending on the size of the Property and the level of furnishings. For further details and costs, please see the fees on Page 1.

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3.7.3 Where You instruct Us to provide a check -out service, We shall check the Tenant out of the Property on termination of the tenancy. Unless We are instructed otherwise, We shall arrange for the Tenant to be checked -out against the initial inventory and send You a copy of the report detailing any damage or unreasonable wear and tear.. You agree to pay us **£144 (inclusive of VAT)** for the check out service. Where We have not been involved in the preparation of the inventory, the check-out shall be prepared against the inventory provided.

3.7.4 The inventory and check-out services are mandatory for Landlords receiving a Fully Managed Service. The Fee applicable for each service is set out on page 1. The check-out service also includes an assessment of costings, arranging for repairs /replacements to be carried out and contacting the Tenant to request payment in cases where there are insufficient funds held in the Tenant 's security deposit to meet the costs of any damage and/or unreasonable wear and tear.

3.7.5 Where you select Rent Collection or Tenant Find service this service is optional.

3.8 Expiry of the Initial Term

3.8.1 In accordance with the terms of the Tenancy Agreement, We shall review the rent and seek Your instruction in relation to the same. Where this results in a rent increase, You agree to pay Us the Rent Review Fee of **£30 (inclusive of VAT).**

3.8.2 We shall seek Your instructions on whether to terminate or renew a tenancy approximately 10 weeks prior to the expiry of the initial term. On Your instruction, We will serve notice of termination on the Tenant. Where You provide verbal instructions, You must confirm Your instruction in writing (the "**Termination Instructions**"). The law concerning Notices to terminate a tenancy is complex. We recommend that You should take advice from a lawyer in the event that You do not understand the procedure or if the issue of termination /obtaining vacant possession is urgent or valuable to You. You accept that We are not lawyers and as such We are not able to give advice in detail and there is a risk that any notice might be ineffective or disputed. You acknowledge that the service of a notice, even if valid, does not guarantee that vacant possession of a property is given. You acknowledge that We have relied on Information and procedures that a reasonable estate agency would rely on and for these reasons You accept that (1) if any dispute regarding validity of a notice arises because of inaccurate information provided by You or information required but not given by You or if an action required by You was not taken (such as the procurement of a Licence or permission/consent) of if You are in breach of the terms of this Agreement and (2) in any event if a tenant fails to vacate or if the validity or effectiveness of the Notice is disputed, to the extent that it is found We have any liability in respect of the Termination Instructions, You agree that such liability shall not exceed The Maximum Liability Sum (see clause 7.11.2.4). You acknowledge that You have an obligation to mitigate any loss including taking steps Yourself to ensure that a new Notice is served /procedures to terminate the tenancy are put in hand without delay (if necessary, such steps to be without prejudice to the validity and effect of any Notice already served).

3.8.3 Where You and the Tenant agree to renew or extend the tenancy, We shall prepare a new Tenancy Agreement (Subject to clause 3.5.2) and You agree to pay Us the Renewal Fee set out on page 1.

3.8.4 Where the Tenant does not renew the Tenancy or You have served a notice of termination and You have informed Us You intend to immediately re-let the Property, We shall recommend an appropriate market rental for the Property and take Your instructions prior to marketing the Property for re-let.

3.8.5 You authorise Us to sign any section 21 termination notice on Your behalf and You also expressly authorise any employee of Reeds Rains to sign any section 21 termination notice on your behalf.

3.9 Court Attendance

3.9.1 In the unfortunate event where Reeds Rains might need to represent you in court – for example if a tenant requires eviction, You agree to pay Us the Court Attendance Fee of **£240 (inclusive of VAT).**

3.10 Personal Interest

3.10.1 You are advised that there may be circumstances where We instruct contractors to carry out works at the Property where We or Our employees have an interest in the person carrying out the works. Please see section 3.12.6.

Applicable to Rent Collection and Fully Managed Services only:

3.11 Rent Receipt

3.11.1 We shall put in place arrangements to collect the rent in accordance with the terms of the Tenancy Agreement and transfer such funds (less Our agreed Fees and expenses) into Your nominated bank/building society account within 10 working days of receipt of cleared funds.

3.11.2 We shall send Your rental statements electronically to the email address(es) on page 1 unless You advise Us otherwise.

3.11.3 Where the Tenant fails to pay any sum due under the Tenancy Agreement, We will notify You and the Tenant (and where applicable, the guarantor) that such monies are outstanding and follow Our current credit control processes to recover rental payments but unless non- payment is due to our act or omission, We are not liable for any non -payment of rent and it shall be Your responsibility to take any further steps which are required to recover such monies. Please see section 7.13.1 which includes further information about Rent Protection Policies.

Applicable to Fully Managed Service only:

3.12 Repairs and Maintenance

3.12.1 Subject to clause 3.12.9 We will instruct contractors on Your behalf to attend to day -to-day maintenance and repair work at the Property. All such works shall be performed at Your expense.

3.12.2 You authorise Us to instruct contractors on Your behalf to carry out works up to a maximum of **£200.**

3.12.3 We will obtain Your prior permission if the cost of the works shall exceed **£200.** However, in an emergency and/or where We otherwise reasonably consider it necessary, You authorise Us to incur all reasonable costs and charges required for the necessary works to be carried out at Your expense.

3.12.4 You agree We can deduct monies from the rental receipts to maintain a reserve of **£200** to settle funds incurred for maintenance and repair. Where any works exceed the amount held in reserve, You agree We may deduct such funds from future rental receipts or require You to pay such funds within 5 working days.

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3.12.5 We will only instruct contractors from Our approved contractors list, unless otherwise agreed with You. Where You require works to be carried out by Your preferred contractor, You are responsible for ensuring that they have the required qualifications and suitable insurances and for paying any sums due to the contractor.

3.12.6 Where We instruct a contractor on Your behalf, You agree that We may receive a commission of up to 18% of the net cost of the works plus VAT **(21.6% inclusive of VAT)**.

3.12.7 Depending on the nature of the works, We may obtain up to two quotes for maintenance works unless You instruct Us to obtain more. If You require Us to obtain in excess of two quotes, You agree to pay Us the Additional Fee of **£30 (inclusive of VAT)**.

3.12.8 Where a contractor charges a fee to provide a quote to carry out works at Your Property, We shall advise You the fee required by the contractor for providing a quote to carry out the works. If You agree to pay Us the contractor's fee for providing a quote You agree We may deduct such funds from future rental receipts or require You to pay such funds within 5 working days.

3.12.9 Where the Landlord instructs the Agent to organise maintenance work a charge will be payable for arranging such work. The charge will be the equivalent to 10% of the net cost of the work **(12% inclusive of VAT)**.

3.12.10 You acknowledge that We have no obligation to procure, advise or assist in respect of (1) any Improvements to the Property (clause 5.8.3), (2) your maintenance obligations (Clause 5.9) and (3) in respect of any Enforcement Action.

3.12.11 The organising or carrying out of any maintenance and repair work will be undertaken by Us strictly on the condition that the We have no liability in respect of the scope, specification or adequacy of any such work. Ascertaining the condition of the property and the nature/specification of any work (apart from entirely routine matters) is Your responsibility. You must provide clear instructions and We shall have no liability in respect of the workmanship, fitness for purpose, choice of contractors, materials compliance with consents or regulations or any other issue arising from works. We recommend that You instruct a surveyor if You require advice concerning the condition of the Property, standard of work, suitability, specification or quality of work. The Agent has no liability as a result of recommending or giving Instructions to any particular contractor and it is a matter for You to make clear Your preferences regarding a contractor. If You agree to a contractor put forward by Us then You accept that this is without any liability for Us. You agree that We do not have any obligation to deal with or become involved with or otherwise resolve any dispute with a contractor following works and any such matter will be referred to You and will be Your sole responsibility and cost.

3.12.12 We will not be obliged to carry out works or give instructions for works to be carried out if we are not in receipt of cleared funds sufficient to pay our estimate of all costs of any works including any reasonable contingency together with our fees plus VAT (such estimate to be determined at our sole absolute discretion) and you agree to indemnify us for all and any liability for costs and expenses arising from any instructions given by Us for works carried out to the Property on Your behalf.

3.12.13 We may terminate the Agreement immediately and without any notice period in accordance with (clause 5.9.3.3) if a Relevant Authority takes Enforcement Action concerning the condition of the Property

3.12.14 Where an EICR shows remedial work or further investigation is required We can instruct contractor (s) on Your behalf to carry out these works. You agree to pay a fee for these works.

3.12.15 Where You instruct Us to arrange this remedial work a fee will be payable by You for arranging the work. The fee will be equivalent to 10% plus VAT **(12% inclusive of VAT)** of the cost of the remedial work to be carried out.

3.12.16 Where You have supplied Us with a copy of the EICR and the confirmation of any remedial works or where We have instructed these on Your behalf, We will notify the Tenant and/or Relevant Authority.

3.12.17 We can arrange for an EICR to be carried out at the Property in the following circumstances:

- at the renewal of a fixed term;
- where there is a change of tenant;
- on expiry of an EICR; or
- when a tenancy becomes a Statutory Periodic Tenancy.

The cost of such works is Your responsibility. Until the EICR has been carried out, the tenancy will not be renewed and any new tenant cannot move into the Property.

3.13 Non-Routine Managed Services

3.13.1 Where We are required to provide non -routine management services (including, but not limited to, in the event of a fire, flood or subsidence at the Property) You agree to pay Us for Our services which shall be charged at Our Hourly Rate of **£18 (inclusive of VAT)**.

3.13.2 Where You request a specific visit in order to assess a maintenance requirement, You agree to pay a fee of **£60 (inclusive of VAT)**.

3.14 Transfer of Management at the Property

3.14.1 Where We are instructed to provide a Fully Managed or Rent Collection Service in respect of a Property that is currently tenanted, You agree to pay Us the Transfer of Management Fee of **£360 (inclusive of VAT)**.

3.15 Property Visits

3.15.1 We shall make at least one routine visit to the Property in each 6 month period of a tenancy. Such visits are not intended to be a detailed condition survey or an inventory check and the sole purpose is to confirm that from a visual inspection the Tenant (s) appear to be complying with the obligations contained in the Tenancy Agreement. If We cannot, for whatever reason, access the Property to complete this visit, We will let you know and seek Your further instructions.

3.15.2 Where We make additional visits in accordance with Your instructions You agree to pay Us the Additional Property Visit Fee of **£60 (inclusive of VAT)**.

4 Your Responsibilities

4.1 Fees

4.1.1 You shall promptly pay Our Fees and charges as detailed in this Agreement.

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4.2 Landlord's details

4.2.1 You shall keep Us informed at all times of any changes to Your contact details including Your address, telephone number (s), email address and Your residential status (please see section 4.6 below).For the purpose of serving any notice we will be entitled to rely on the details you have provided including the address given in this Agreement. If you fail to provide an up -to-date address then we may contact you and the service of any notices shall be valid if sent by email.

4.3 Consents

4.3.1 Where the Property is subject to a mortgage or if You are a leaseholder, You are responsible for (1) obtaining written consent to let from the mortgage lender, freeholder and/or superior leaseholder (where applicable) and (2) paying any fee and costs associated with consent prior to formal creation of a tenancy and (3) if We agree to do so on your behalf this is strictly on the basis that We shall have no liability arising.

4.3.2 Where the Property either requires a Licence or is Licenced, (1) You acknowledge there may be an obligation to give notice (2) You are responsible for giving any notice to Your mortgage lender, freeholder, any superior leaseholder and /or Your tenant (where applicable) as the relevant licensing scheme or terms of Licence may require (3) You will provide Us with evidence of compliance (4) You are responsible for the making of any declaration or confirmation concerning compliance /service of notices and (5) We are not responsible for making/serving such notices or providing confirmation /making declarations and if We agree to do so on your behalf this is strictly on the basis that We shall have no liability arising.

4.4 Buildings and Contents Insurance

4.4.1 It is Your responsibility to advise the insurer of the Property of Your intention to let the Property and to maintain full buildings insurance cover. This includes during untenanted periods.

4.4.2 It is Your responsibility to check and comply with all the terms of the buildings insurance cover you have in place for the Property.

4.5 Confirmation of ownership

4.5.1 You confirm that You are the legal owner(s) of the Property and where the Property is held with other person (s), that You have the full consent and authority of all other persons who may have any beneficial interest to act as their agent to enter into this Agreement.

4.6 Taxation

4.6.1 Rental income arising from the letting of the Property is assessable for tax. You should obtain advice on Your tax obligations from a tax adviser.

Non-Resident Landlords

Applicable to Fully Managed and Rent Collection Service only

4.6.2 If You are or at any time become resident abroad for six months or more in a tax year (6 April - 5 April) ("Non-Resident Landlord"), You agree to notify Us immediately of the change in Your residential status and confirm this to Us in writing as soon as possible thereafter.

4.6.3 Where You are or You become a Non-Resident Landlord, We are required by HMRC to deduct tax from Your net rental income and make quarterly payments of Your retained tax unless a valid HMRC approval form, NRL 8, is provided to Us in respect of each Landlord. It is Your responsibility to obtain approval by completing a form NRL1i, NRL2i or NRL3i (as appropriate) and submitting this to HMRC.

4.6.4 You agree to pay Us the Quarterly Submission Fee of **£30 (inclusive of VAT)** every time We submit a quarterly return of tax to HMRC. You agree to pay Us the Annual Submission Fee of **£60 (inclusive of VAT)** every time We submit an annual tax submission to HMRC.

Applicable to Recipients of Tenant Find Service only

4.6.5 You acknowledge that it is Your responsibility to inform the Tenant if You are or You become a Non -Resident Landlord and the Tenant becomes liable for the collection of tax.

4.6.6 It is Your responsibility to obtain approval by completing a form NRL1i, NRL2i or NRL3i (as appropriate) and submitting this to HMRC.

4.7 Payment of outgoings

4.7.1 It is Your responsibility to pay any outgoings in connection with the Property (including, but not limited to, ground rents, service charges and any other approved maintenance charges).

5 Your Responsibilities as a Landlord

You agree that as the Landlord of the Property, You will undertake the following and We will not be liable for such matters unless We agree in writing to carry out such matters on Your behalf.

5.1 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)

5.1.1 Where the Property is furnished, You must ensure that all upholstered furniture and furnishings comply with the regulations (including ensuring that they meet specified ignition resistance levels and are suitably labelled).

5.2 Electrical Equipment (Safety) Regulations 1994

5.2.1 You are responsible for ensuring that any electrical appliances at the Property comply with current safety legislation. You should ensure that such appliances are safe and We recommend that they are checked regularly.

5.2.2 Where available, You shall provide Us and the Tenant with any current inspection documentation prior to the commencement of any tenancy and upon a new inspection being carried out.

5.2.3 We can arrange for PAT to be carried out at the Property. The cost of such works is Your responsibility. In addition, You agree to pay Us the PAT Arrangement Fee of **£36 (inclusive of VAT)** (as applicable)

5.3 Part "P" Building Regulations (Electrical Safety in Dwellings)

5.3.1 The aforementioned regulations require that installations of and /or additions and/or alterations to certain electrical installations in a dwelling house or flat are notifiable and must be completed by a registered competent person or certified by a registered third -party certifier or a building control body.

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5.3.1 You are responsible for ensuring that all notifiable works carried out at the Property are carried out by a person registered with an approved self-certification scheme.

5.3.2 Where We instruct a contractor from Our approved contractor list on Your behalf, We shall instruct a person registered with an approved self-certification scheme to complete the notifiable works and the costs of such works is Your responsibility.

5.4 Gas Safety (Installations and Use) Regulations 1998

5.4.1 You are responsible for ensuring that gas fittings and flues at the Property are maintained in a safe condition.

5.4.2 You are responsible for ensuring that a safety check is carried out by a Gas Safe registered engineer on each appliance and flue within 12 months of being installed and at intervals of no more than 12 months thereafter. You shall provide Us and the Tenant with a copy of the latest safety check record for the Property (which must be less than 12 months old) prior to the commencement of any tenancy and upon a new safety check record being obtained.

5.4.3 If You have not provided the safety check record documentation 7 days prior to the commencement or renewal of a tenancy and /or the expiry of the current safety check record, We reserve the right to initiate any such works reasonably required to ensure that the gas fittings, appliances and flues in the Property comply with the aforementioned regulations, The cost of such work is Your responsibility.

5.4.4 Reeds Rains will appoint a Gas Safe engineer to carry out the Gas Safety certificate and this fee **£36 (inclusive of VAT)** covers arranging access and retaining the certificate. (it does not include the cost of the Gas Safety certificate)

5.5 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022

5.5.1 It is Your responsibility to ensure that smoke and carbon monoxide alarms are installed at the Property and comply with the aforementioned regulations. A smoke alarm must be installed on every storey of the Property and a carbon monoxide alarm must be fitted in any room containing a fixed combustion appliance other than a gas cooker. Such alarms must be checked by You (or Your appointed representative) on the commencement date of each tenancy and during the term of the tenancy to ensure these alarms are working properly.

5.5.2 Before the commencement of a new let, We can arrange for the installation of a smoke alarm and/or carbon monoxide alarm at the Property. The cost of such works is Your responsibility. Where We arrange the installation of a smoke alarm and/or carbon monoxide alarm, You agree to pay Us the Alarm Arrangement Fee of **£36 (inclusive of VAT)**. Where We agree to check the smoke and carbon monoxide alarms in the Property on the commencement date of any tenancy, you are to pay us the Alarm Check Fee of **£60 (inclusive of VAT).**

5.5.3 If You have not provided confirmation that a smoke alarm and/or carbon monoxide alarm has been installed and in good working order in accordance with the regulations prior to the commencement of a tenancy, We reserve the right to delay any move in until a working smoke alarm and carbon monoxide alarm is installed at the Property.

5.5.4 You are responsible for the cost of any installation, replacement or repair of any smoke alarm and carbon monoxide alarm at the Property.

5.5.5 It is Your responsibility to ensure when a tenant (or tenant's nominated representative) reports that an alarm may not be in proper working order is made, and the alarm is found not be in proper working order, the alarm must be repaired or replaced as soon as possible. The cost of such works shall be Your responsibility.

5.5.6 It is Your responsibility to check the expiry date of any smoke alarm and/or carbon monoxide alarm installed at the Property is in date and in good working order.

5.5.7 Where You instruct a contractor to install, repair or replace a smoke and/or carbon monoxide alarm, You are responsible for:

(i) ensuring the contractor engaged to carry the out work possesses suitable qualifications, and the relevant professional indemnity and public liability insurance.

5.5.8 We reserve the right to use a nominated contractor to:

5.5.8.1 install smoke and carbon monoxide alarms in the Property. The cost of such works shall be Your responsibility. In addition, You agree to pay to Us the Alarm Installation Arrangement Fee of **£36 (inclusive of VAT)** and/or

5.5.8.2 check smoke and carbon monoxide alarms in the Property on the commencement date of any tenancy (including renewals and new lets), you agree to pay us the Alarm Check Fee of **£60 (inclusive of VAT)** (as applicable).

5.5.9 Where You select the Rent Collection or Tenant Find Service, You are responsible for the installation, repair and replacement of a smoke alarm and a carbon monoxide alarm.

5.6 Water and Bacterial Control

5.6.1 The Approved Code of Practice issued by the Health & Safety Executive contains requirements and guidance that applies to tenanted residential properties. It is Your responsibility to ensure risk from exposure to legionella at the Property is properly assessed and controlled and You shall provide a copy of the written risk assessment to Us on request. At Your specific request and expense, We can arrange for the Property to be assessed and any remedial action to be taken. You agree to pay Us the Water and Bacteria testing Fee of **£144 (inclusive of VAT)** which covers the cost of the assessment. Any remedial works will be subject to a separate charge which will be communicated to You prior to the works being carried out.

5.7 EPC

5.7.1 You are responsible for ensuring that there is a valid EPC or Energy Exemption for the Property and that the required Energy Performance documentation is made available to Us. The Property cannot be marketed without a valid EPC or Energy Exemption.

5.7.2 We reserve the right to use a nominated contractor to provide an EPC for the Property, should You fail to provide a current EPC or Energy Exemption on request.

5.7.3 The cost of such work is Your responsibility. In addition, You agree to pay Us the cost of the EPC of **£132 (inclusive of VAT)**.

5.8 HMO, Selective Licensing and planning consents

5.8.1 Where a Property requires a Licence it is Your responsibility to apply for and to obtain /renew the Licence. Where the requirement for a Licence:

5.8.1.1 existed or was required prior to the entry into this Agreement (for example if the Property was let previously), You confirm to Us that you have obtained a Licence for the Property and that you have observed all terms, conditions and requirements that relate to the Licence; or

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5.8.1.2 arises after the entry into this Agreement, (1) You confirm to Us that You will submit an application to the Relevant Authority so as to comply with the applicable scheme rules and (2) to take reasonable steps to procure a licence without delay and /or (2) that You will comply with any requirements such as the provision of information, giving notice, health and safety, obtaining any other permission and consents necessary (e.g. planning consent) and (3) that You will comply with any reasonable requests that the Relevant Authority or that We may make in relation to the Licence/licensing process/occupation of the Property;

and, in either case, and at any time during the term of this Agreement, (1) You will provide Us with any reasonable assistance including any relevant information or evidence in relation to the status of the Licence (or any application made to obtain a Licence) and (2) You will be solely responsible for all costs and fees.

5.8.2 Where the Property requires a Licence at any time during the term of this Agreement it is Your responsibility to ensure that You:

5.8.2.1 Maintain awareness of any Relevant Authority scheme terms and conditions that relate to the Property, in particular, any fit and proper criteria that You need to satisfy and maintain in order to continue to hold a Licence.

5.8.2.2 Pay the Relevant Authority all costs and expenses in connection with a Licence when they become due (including, but not limited to, costs that may arise where there has been a change of managing agent or letting agent or costs that may arise on the renewal of any licensing scheme) or complying with any condition imposed or notice or request issued by a relevant authority.

5.8.2.3 Inform Us as soon as is reasonably possible of (1) any communication received from the Relevant Authority, the subject matter of such correspondence, any request for information, inspection, maintenance or improvements, abatement, prohibition alleged lack of consent, authority or permission, failure to give notice or any other indication of enforcement activity and (2) any circumstances that may affect the on-going eligibility for or validity of any Licence in relation to any Property.

5.8.3 Pursuant to clause 5.9, it is Your responsibility to carry out inspections, repairs and maintenance of the Property alongside any other necessary steps to comply with the Relevant Authority 's licensing terms, conditions or notices (which You acknowledge may include, but without limitation, changes to entry and exit points, communal areas, fire and safety works or other works ("Improvements") in all cases solely at your cost). Your responsibilities under this clause will still apply even where You have selected to receive the Fully Managed Service (where We may arrange and/or carry out inspections, repairs and maintenance as your agent). You acknowledge that We will have no obligation to procure, advise or assist in respect of any Improvements and in the event of a Local Authority Enforcement We may terminate the Agreement immediately and without any notice period in accordance with Clause 7.3.

5.8.4 We may agree to assist You with the completion and /or submission of a Licence Application to the Relevant Authority but We have no obligation to do so. Where We do so You acknowledge that (1) this will not operate to exclude or limit any of Your obligations under this Agreement,
(2) such assistance is conditional upon You providing Us with all reasonable assistance including You providing all relevant information and You warrant that the Information You provide to Us is true and accurate and (3) You acknowledge that any Licence application may not be successful (4) if We agree to do so on your behalf this is strictly on the basis that We shall have no liability arising and (5) We may terminate Our agreement to assist You with the completion or submission of a Licence application at any time at our sole discretion without reasons and in which case all and any agreement to make or assist with any application will be at an end. You acknowledge that in such circumstances You have full liability to make /proceed with/take over any application for a Licence and are responsible for all costs and liability arising including any costs incurred by us at that time.

5.8.5 Where a Licence is required for a Property at any time during the continuation of this Agreement You confirm to Us that You will observe, all applicable terms, conditions and requirements as to fitness and propriety that relate to the Licence and that You will meet any other terms and conditions required by the Relevant Authority from time to time in all cases solely at your cost and expense.

5.8.6 We shall maintain a reasonable degree of knowledge and awareness of Licences and the requirements of local authorities generally for guidance purposes only. We are unable to provide any recommendations or advice and We are not responsible to identify or inform You whether any licensing regime exists. You should rely on Your own knowledge and awareness of Licences and the requirements of the relevant local authority. If You are in any doubt about Your responsibilities or the extent of Your liability You should seek independent legal advice from a lawyer.

5.8.7 As per clause 3.11 where the Landlord has selected to receive the Rent Collection Service then repairs, maintenance, tenant liaison and any dealings with the Relevant Authority are the sole responsibility of the Landlord.

5.8.8 If You are in breach of any of the terms of any provisions under this clause 5.8 We may exercise Our right to terminate the Agreement pursuant to clause 7.3.

5.9 Maintenance and Repair

5.9.1 You are responsible for the repair and upkeep of the Property which includes;

5.9.1.1 keeping in repair the structure of the Property (including drains, gutters and external pipes);

5.9.1.2 keeping in repair and proper working order the installations in the Property for the supply of water, gas and water and for sanitation; and

5.9.1.3 keeping in repair and proper working order the installations in the Property for space heating and heating water.

5.9.2 You undertake to maintain and improve if necessary and generally to ensure that the state of the Property is in compliance with all regulations and requirements including health and safety and so as to comply with/avoid any Enforcement Action.

5.9.3 In the event of Enforcement Action being taken in respect of the Property, You acknowledge that:-

5.9.3.1 We are not responsible for implementing any improvement works, maintenance and repair work apart from day -to-day items if instructed; and

5.9.3.2 You agree to indemnify the Us for all losses, damages, costs and expenses incurred if the relevant Local Authority should serve any statutory notice on You or Us including any fine or requirement to pay costs; and

5.9.3.3 In addition to relying on Your indemnity for all of Our losses and costs, We shall be entitled to terminate this Agreement with immediate effect.

5.10 Deregulation Act 2015

5.10.1 You are responsible for compliance with the provisions in the Deregulation Act 2015 regarding the Prevention of Retaliatory Evictions and the Housing Health and Safety Rating System particularly in relation to category 1 and 2 health and safety hazards.

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5.10.2 If We receive a complaint from the Tenant regarding the condition of the Property and We are instructed to provide a Fully Managed Service, We will provide an adequate written response within 14 days of the date of receiving the Tenant's complaint. You agree to Us instructing an approved contractor on Your behalf to attend to maintenance works at the Property following the receipt of a complaint. The cost of such works shall be Your responsibility. Please see section 3.12.6.

5.11 The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (as amended)

5.11.1 You are responsible for ensuring that the Property has a minimum EPC of an 'E' rating before a new tenancy commences, unless the Property is subject to an Energy Exemption.

5.11.2 You are responsible for ensuring that the Property maintains a minimum EPC of an 'E' rating during the term of the tenancy, unless the Property is subject to an Energy Exemption.

5.11.3 Where the Property is subject to an Energy Exemption, You are responsible for applying for and to obtain /renew the Energy Exemption. You must present to Us a copy of the Energy Exemption certificate as soon as possible on request.

5.11.4 You are responsible for ensuring that when making an entry to the Exemption Register that the information that You provide in relation to the Property is correct and accurate.

5.11.5 It is Your responsibility to ensure that You pay all costs and expenses in connection with ensuring that the Property has and maintains a minimum EPC of an 'E' rating at all times.

5.11.6 You should inform Us as soon as possible of any circumstances that may result in the EPC rating of the Property falling below an 'E' rating or any circumstances that may result in the EPC Exemption being revoked.

5.12 Homes (Fitness for Human Habitation) Act (2018)

5.12.1 You are responsible for ensuring that the Property and any common parts or shared facilities are fit for human habitation before a new tenancy commences and also at the time the tenancy commences.

5.12.2 You are responsible for ensuring that the Property and any common parts or shared facilities will remain fit for human habitation during the term of the tenancy.

5.12.3 It is Your responsibility to inform Us as soon as is reasonably possible of any communication received directly from a Relevant Authority or from the Tenant in relation to human habitation of the Property and any common parts or shared facilities.

5.12.4 It is Your responsibility to ensure that You pay all costs and expenses in connection with ensuring that the Property and any common parts remain fit for habitation at all times.

5.13 Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

5.13.1 You are responsible for ensuring the electrical installation at the Property complies with applicable safety legislation. The electrical installation includes fixed parts of the property such as wiring, plug sockets, light fittings, consumer unit and any connected equipment such as showers. It does not include PAT.You are responsible for ensuring any electrical installation is inspected and tested by a qualified and competent electrician at least every 5 years and in any event on the expiry of an existing EICR for the Property. You are responsible for ensuring that they have the required qualifications and suitable insurances under the 18th edition of the 'Wiring Regulations', which are published as British Standard 7671. You shall provide Us and the Tenant with a copy of the latest EICR and any applicable EIC for the Property (which must be less than 5 years old) prior to the commencement of any tenancy, when there is a change of sharer, where a tenancy becomes a Statutory Period Tenancy, when there is a tenancy renewal and upon a new EICR being obtained.

5.13.2 Before the commencement of a new let, We can arrange for an EICR to be carried out at the property. The cost of such works is Your responsibility. Where We arrange the EICR for You, You agree to pay Us the EICR Arrangement Fee of **£36 (inclusive of VAT)**.

5.13.3 If You have not provided the EICR or instructed Us to arrange the EICR prior to the commencement of a tenancy, We reserve the right to delay any move in until an EICR is available and such works reasonably required to ensure the electrical installation at the property complies with the regulations are carried out. The cost of such works is Your responsibility.

5.13.4 Where You instruct a contractor to complete the EICR and /or any remedial works, You are responsible for ensuring the contractor has the required qualifications and suitable insurances.

5.13.5 Where remedial works are completed prior to the move in, You are responsible for providing Us with proof of the completion of the works and any applicable further certification, so We can provide a copy to the tenants prior to signing the tenancy agreement.

5.13.6 Where You select the Rent Collection or Tenant Find Service, You are responsible for supplying the Relevant Authority with a copy of the EICR within 7 days of receiving the request from the Relevant Authority. Written confirmation of any remedial works /further investigation must be provided by You to the Relevant Authority within 28 days of the work being completed, such notification is Your responsibility.

5.13.7 You should retain a copy of the EICR and make a copy available to the contractor who undertakes the works for the next EICR. If We reasonably request, You are required to make a copy of the EICR available to Us.

5.14 The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020

5.14.1 You are responsible for notifying Us immediately on receipt of a Breathing Space Notification. You are required to provide details of the outstanding amounts payable from the Tenant at the time of the notification.

5.14.2 We agree to notify You as soon as reasonably practicable on receipt of a Breathing Space Notification.

5.14.3 If the Tenant enters a breathing space period, either a standard breathing space or a mental health crisis breathing space, You must not during this period:

5.14.3.1 contact them directly in relation to the debt;

5.14.3.2 charge interest on debts covered by the breathing space period;

5.14.3.3 enforce an existing debt-related judgment;

5.14.3.4 apply for a debt-related judgment

5.14.3.5 serve a debt-related repossession notice;

5.14.3.6 obtain a debt-related warrant;

5.14.3.7 sell a debt to a third party;

5.14.3.8 take control of the Tenant's belonging;

5.14.3.9 request third-party deductions from benefits;

5.14.3.10 start bankruptcy proceedings.

5.14.4 It is Your responsibility to inform Us as soon as is reasonably possible of any communication received directly from a Relevant Authority or from the Tenant in relation to a breathing space period.

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5.15 Right to remove - Fully Managed Service only

5.15.1 In the event that We discover furniture or furnishings or electrical appliances or gas appliances do not comply with current safety legislation, We will notify You and where no action is taken, We reserve the right to remove and replace such items with a reasonable equivalent (or, in the case of gas appliances, the right to decommission such appliances) at Your expense.

5.16 Tenancy Deposits

5.16.1 You are required to protect security deposits for all AST with a government authorised tenancy deposit protection scheme within 30 days of receipt. Failure to do so may result in You being:

5.16.1.1 prevented from recovering possession of the Property; and

5.16.1.2 ordered to repay the deposit to the Tenant or into a tenancy deposit scheme and pay a fine of up to three times the deposit amount.

5.16.2 We are a member of the my|deposits Scheme.

5.16.3 The my|deposits Scheme is administered by:
HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator)
Address: my|deposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire WD6 1JH Phone: 03333 321 9401
Email: info@mydeposits.co.uk Fax: 0845 634 3403.

5.16.4 Where You instruct Us to hold the security deposit for an AST, We will hold it as stakeholder and in accordance with the terms of the my|deposits Scheme. Further details of the my|deposits Scheme can be found at www.mydeposits.co.uk. Where We provide a Fully Managed or Rent Collection Service, We will always hold the security deposit. You agree to pay Us the Deposit Registration Fee of **£84 (inclusive of VAT)** for each deposit We register. We will not provide this Service to You where You select Tenant Find Service.

5.16.5 Where You hold the security deposit, You must comply with the tenancy deposit legislation (including to protect the security deposit and provide the Tenant with the prescribed information).

5.16.6 At the end of the tenancy, You and the Tenant should jointly agree the apportionment of any deductions from the security deposit, e.g. for costs or compensation for damage, or for breaches of or failure to comply with the Tenant's obligations. No deduction can be made from the deposit without the written consent of both You and the Tenant.

5.16.7 Where an agreement regarding how the security deposit should be apportioned is reached, the parties must notify Us in writing. Where We are holding the security deposit, We will keep any amounts agreed as deductions where expenditure has been incurred on Your behalf and repay the balance of the security deposit to the Tenant within 10 calendar days.

5.16.8 Post checkout if any proposed deductions of the security deposit are disputed by the tenant, this fee covers the dispute compiling the relevant documents to support the landlord's position. You agree to pay Us the Dispute Fee of **£120 (inclusive of VAT)** where We are required to submit a security deposit to my|deposits. If the matter is referred to the Court and We are requested to attend proceedings on Your behalf, You agree to pay Us the Court Attendance Fee of **£240 (inclusive of VAT)**. You acknowledge that disputes between landlords and tenants do occur. Whilst We will provide reasonable assistance, it is not Our responsibility to obtain estimates or evidence or make submissions to third parties or to take any other steps to resolve any dispute concerning the condition of the Property/Deposit with the Tenant.

5.16.9 If You intend to sell or transfer the legal interest in the Property, it is Your responsibility to inform Us and the Tenant in writing in advance of the sale and ensure that the tenancy deposit is dealt with in accordance with the relevant tenancy deposit protection scheme rules.

5.16.10 We will be entitled to deduct from the security deposit at the termination of the tenancy any costs We have incurred as Your agent under the Tenancy Agreement and for which the Tenant is liable to pay or to recover such costs from the Tenant direct.

5.16.11 Where We take over the management of the Property while it is tenanted, any tenancy deposit which has already been protected shall remain protected under the existing tenancy deposit scheme. As Landlord, You shall remain liable at all times for ensuring the tenancy deposit is protected.

5.16.12 Where You select Tenant Find Service:

(i) We will not hold the security deposit for any AST

(ii) You shall deal with the registration of the relevant scheme provider; and

(iii) You shall deal with the security deposit and ensure compliance with the tenancy deposit legislation.

5.17 Alternative to Tenancy Deposits

As an alternative to a security deposit, the Tenant(s) may purchase a ZDG.

Zero Deposit Guarantee

5.17.1 Where, following an introduction by Reeds Rains, the tenant purchases a Zero Deposit Guarantee ("ZDG") from Zero Deposit("ZD") which is the trading name of Global Property Ventures Limited, and the Tenant maintains the ZDG throughout the rental period in substitution of the Deposit referred to in Clause 5.16
You the Landlord accepts that the ZDG will be subject to the ZDG documentation which will be provided to the Landlord by ZD and is also vailable by contacting help@zerodeposit.com; and

5.17.2 Where You have provided Your written consent to Us and the Tenant(s) purchase a ZDG, You agree to pay Us the deposit processing fee of **£84 (inclusive of VAT)** where We introduce a Tenant who enters into a Tenancy Agreement to rent the Property

5.17.3 Where You have provided Your consent and the Tenant(s) purchase a ZDG, We will not collect a security deposit in connection with the letting of the Property unless We are subsequently informed that a security deposit is required.
At the end of the tenancy, You and the Tenant should jointly agree the proportion of monies to be paid by the Tenant to You (e.g. for costs or compensation for damage, or for breaches or failure to comply with the Tenant's obligations).
In the event of a dispute, You are referred to Your ZDS Guarantee Beneficiary documentation. It is Your responsibility to make notifications to Zero Deposit within the necessary time periods in order to progress any claim.
Where a Tenant purchases a ZDG, We shall be entitled to receive an average commission of £42 from Zero Deposit for the referral.

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5.18 Information

5.18.1 You warrant that all the information provided to Us is correct to the best of Your knowledge and belief. In the event that You provide incorrect information which causes Us to suffer loss and /or causes legal proceedings to be taken, You agree to indemnify Us for all reasonable losses and costs incurred by Us as a result of Your acts /omissions in respect of your obligations to provide information, and you will provide information and respond to any request for information without delay and in full.

6 Definitions

In this Agreement, the following words have the meanings outlined below:
'Agreement' means this Lettings Agency Agreement between You and Us;
'AST' means Assured Shorthold Tenancy;
'Breathing Space Notification' means a notification under Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales)
Regulations 2020 to inform You that the Tenant has sought advice from a debt advisor and has been assessed to qualify for a breathing space in regards to their debts;
'CASP' means Client Accounting Service Provider;
'Data Protection Laws' means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018 and the GDPR together with binding guidelines and codes of practice issued from time to time by relevant supervisory authorities;
'EIC' means Electrical Installation Certificate;
'EICR' means Electrical Installation Condition Report;
'Enforcement Action' means when a Relevant Authority serves a notice or threatens to serve notice or carries out an investigation, requires information, issues a summons, prosecution or claim or takes other action against You or Us such as in respect of alleged works or improvements required to the Property, including any repair notice, or alleges other breaches of statutory obligations such as under a licensing regime or Town and Country planning matters. This is an extremely serious matter and can result in the immediate termination of the Agreement by us;
'Energy Exemption' a relevant applicable exemption registered on the Exemption Register;
'EPC' means Energy Performance Certificate;
'Exemption Register' means the private rented sector exemptions register.
'Fees' means all fees due to Us under this Agreement;
'Fees Table' means the list of Our Set Up Fee, Monthly Fee and Renewal Fee set out on page 1 of this Agreement;
'GDPR' means Regulation (EU) 2016/679 of the European Parliament of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time;
'HMO' means House in Multiple Occupation;
'Inventory Fees Schedule' means the scale of fees for preparing an inventory as appended to this Agreement;
'Joint and Several' means that You are personally liable to pay Our Fee even if You have signed this Agreement on behalf of Yourself and any other owner(s) of the Property. We have the right to choose from which of the owner(s) of the Property We recover Our Fees;
'Licence' means each or any of a mandatory, additional or selective licence (in each case including a licence for a HMO or any such similar scheme or regulatory obligation which requires You as the Owner or Us as the managing agent to hold a permit or permission or otherwise) so that the Property may be let lawfully operated by any Relevant Authority from time to time and 'Licensed' shall be interpreted accordingly.
'my|deposits' means Tenancy Deposit Solutions Limited, trading as **my|deposits**.co.uk;
'my|deposits Scheme' means the deposit protection scheme which is operated by my **|deposits**;
'Non-Resident Landlord' has the meaning given in section 4.6;
'PAT' means portable appliance testing;
'Property' means the property being offered for rent as set out on page 1 of this Agreement
'Relevant Authority' means any local authority or other party /authority having an involvement with You or Us requiring payment (s) or any other obligations in respect of the tenancy/Property
'Tenancy Agreement' means the agreement through which a tenant agrees to rent the Property from the Landlord;
'Tenant' means the person or persons who enter into an agreement with the Landlord to rent the Property;
'TPO' means The Property Ombudsman;
'Us, Our or We' means Reeds Rains.
'You, Your and the Landlord' means the landlord(s) of the Property as set out on page 1 of this Agreement; and
Reeds Rains is a trading name, independently owned and operated under licence from Reeds Rains Limited, by Rogers Stewart Associates Ltd (company number 06246530), registered in England at 10-12 Market Street, Guisborough, ST14 6HF. VAT registration no: 907 7636 00
ZDG' means a Zero Deposit Guarantee, a guarantee for Your benefit arranged by Zero Deposit and provided by Great Lakes Insurance SE.
'Zero Deposit' is a trading name of Global Property Ventures Limited which is an appointed representative of Resolution Compliance Limited.

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7 General Terms and Conditions

7.1 Instruction of Third Parties

7.1.1 Where We instruct third parties on Your behalf, We are acting as Your agent. We do not accept liability for any actions or omissions of the third parties other than those which may arise through Our negligence, omission or failure. Where We intend to sub -contract any element of our service, We shall inform You and shall remain liable for the performance of the services as if they were carried out by Us.

7.2 Authority

7.2.1 You provide Us with the authority to sign all legal documents in connection with matters arising from this Agreement on Your behalf.

The following section tells You when either You or We may terminate the Agreement.
IMPORTANT - You may also have a short-term statutory right to cancel this Agreement, see sections 8 and 9 for more about this.

7.3 Ending this Agreement

Your right to terminate this Agreement

7.3.1 You may terminate this Agreement at any time prior to the signing of a Tenancy Agreement with a new Tenant by giving Us written notice provided:
7.3.1.1 You reimburse Us for all actual costs incurred in the marketing and letting of the Property up to a maximum of **£100 (inclusive of VAT)**; and
7.3.1.2 where an offer of tenancy has been made, You reimburse the applicant for any reasonable costs they have incurred.
7.3.2 Where We implement an increase in Fees pursuant to section 2.7.3 or otherwise amend the terms of this Agreement pursuant to section 7.3.2.1.
7.3.2.1 You shall have a period of two months from the date of Our written notice to terminate the Agreement. You shall not be required to pay the Withdrawal Fee if the existing Tenant continues to rent the Property.

Your and Our right to terminate this Agreement

7.3.3 Either party may terminate this Agreement on the termination of a tenancy by giving the other party two months' prior written notice. Where You terminate the Agreement and the Tenant continues to rent the Property, You shall be required to pay the Withdrawal Fee of **1 month's rent plus VAT.**
7.3.4 A party may terminate this Agreement immediately by giving written notice to the other party if the other party is in persistent or material breach of any of its obligations under the Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within 14 days of being notified in writing to do so. If the Agreement is terminated due to Our breach and the existing Tenant continues to rent the Property, no Fee which would otherwise have been payable to Us under section 2 shall be due as provided for in clause 7.3, We may terminate this Agreement immediately in the event of or after any Enforcement Action is taken. In this event any fee payable to Us under section 2 shall be due and payable by You.
7.3.5 The rights to terminate this Agreement given by section 7.3 shall be without prejudice to any other right or remedy either party may have against the other in respect of the breach concerned (if any) or any other breach and clauses (requirement to pay) and (right to bring a claim) shall continue in force notwithstanding termination.
7.3.6. Following termination whilst the Property is let, as soon as is reasonably practical You will:-
7.3.6.1 Provide full details of a new managing agent no later than 14 days or in default You shall be substituted for the new managing agent in respect of the steps below in clause 7.3.7; and
7.3.6.2 Make any payment to Us or any third party of any sums being due under this Agreement or as a result of its termination; and
7.3.6.3 Notify any Relevant Authority of any new management arrangements and take all reasonable steps to change and put in place any alternative licences or permissions required without delay; and
7.3.6.4 Take all steps necessary to ensure the continued protection of the security deposit paid by the Tenant in relation to the Property which will be either (1) transferred by Us to the new managing agent or (2) where We have received the prior consent of the Tenant, sent to You to enable You to protect the security deposit in accordance with all regulatory requirements. Where the security deposit is send to You in accordance with this clause 7.3.6.4 then You undertake that You will take immediate steps to protect it with an industry recognised and reputable security deposit scheme and that you will provide the Tenant with all necessary information (including the "Prescribed Particulars" as these are required under housing legislation); and
7.3.6.5 Assist, provide information and generally act so as to facilitate any transfer of management without delay.
7.3.7 Following termination whilst the Property is let, as soon as is reasonably practical We will:-
7.3.7.1 Contact the tenant to give notice that the new managing agent now manages the Property and therefore rent should be paid to the new managing agent; and
7.3.7.2 Provide the new managing agent with a reconciliation in respect of finances such as details of rent received, rent arrears etc; and
7.3.7.3 Transfer to the new managing agent any rent received from the tenant or other sums belonging to You less any sums due under the terms of this Agreement and any reasonable provision in respect of anticipated liabilities; and
7.3.7.4 Pass to the new managing agent any keys together with any access information, details of contracts for services known to us and documents or codes we hold on your behalf. In the event that you do not appoint a new managing agent within 14 days you agree that we may post any keys or documents to you in full satisfaction of our obligations and without liability if such documents or keys are lost; and
7.3.7.5 At Our discretion, depending upon the nature of works /contracts and depending on Our ability to do so, to complete, terminate or put on hold any instructions to contractors or contracts for services and to make any retention in respect of anticipated costs due; and
7.3.7.6 Notify any Relevant Authority of any new management arrangements and take all reasonable steps to cancel any licences or permissions granted to Us (if any) without delay; and
7.3.7.7 Take such steps that are reasonably required to ensure that We have no -ongoing association with or responsibility for the protection of the security deposit paid by the Tenant in relation to the Property, which may include informing the Tenant and any applicable tenancy deposit scheme that this Agreement has terminated and that responsibility for the protection of the security deposit in accordance with all regulatory requirements has been transferred to You (unless We agree otherwise with You and the Tenant) and

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7.3.8 We will not be obliged to carry out any of the above steps if You fail to provide reasonable assistance or if it is impractical to do so. We shall not be liable for any loss relating to funds received or held by us if you fail to provide bank details for the new managing agent without delay and We are entitled to rely on any information provided by you or your new managing agent so as to transfer funds, keys or information and any such transfer shall be at your risk.

7.4 Nature of this Agreement

7.4.1 This Agreement consists of sections 1 - 9 (inclusive).

7.4.2 We may transfer all rights and obligations under this Agreement in circumstances where Your rights under this Agreement are not materially affected.

7.4.3 You may transfer all rights and obligations under this Agreement to another person who has the legal right to let the Property.

7.4.4 This Agreement supersedes all previous written agreements between the parties in respect of the Property.

7.4.5 From time to time, We may notify You of proposed changes to this Agreement to reflect Our latest terms of business. We shall notify You at least two months, or such other shorter period as permitted by legislation or regulation, prior to the change coming into effect. If You object to the change(s), You may exercise Your right to terminate the Agreement pursuant to section 7.3. If You do not exercise Your right to terminate, it shall be deemed that You have accepted the changes at the end of the termination period or upon the introduction of the new legislation or regulation, whichever is earlier.

7.4.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

7.4.7 Subject to the limitations of liability contained in this Agreement, each party reserves the right to bring a claim against the other for losses, damages or costs arising from any breaches of this Agreement or other liabilities relating to this Agreement.

7.4.8 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of England. All disputes arising out of or relating to this Agreement or any non -contractual obligations arising out of or relating to this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

7.5 Notices

7.5.1 Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by pre-paid post to the last known address of the relevant party.

7.5.2 Any notice given by post pursuant to clause 7.5.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

7.6 TPO, ARLA Propertymark and Client Money Protection

7.6.1 We are members of TPO which is there to protect Your interests and We abide by TPO Code of Conduct. We will disclose any information relating to the letting of the Property in the event that TPO requests it. Under the TPO Code of Pratice, We have a duty to disclose to any relevant third party including a tenant where there is any existing conflict of interest or any circumstances which might give rise to a conflict of interest. TPO website is www.tpos.co.uk . We are also a member of ARLA Propertymark and the Propertymark Client Money Protection Scheme.

7.6.2 We engage the services of Reeds Rains Limited (company registration number 02568254) to act as Our Client Account Service Provider (CASP) to manage all client monies, Fees and charges payable under this Agreement.

7.7 Copyright

7.7.1 We retain copyright in all advertising material used to market the Property and reserve the right to use these for marketing initiatives including social and sharing sites following the let of the Property. In the event You do not wish Us to use such material, please notify the branch in writing.

7.8 Complaints

7.8.1 Should You encounter any problems with Our service, We have in place a complaints procedure. For further details, please ask in branch or visit Our website.

7.9 E-signature

7.9.1 This Agreement may be signed electronically and by any number of counterparts, each of which when signed and dated will be an original and any counterparts together will constitute one and the same agreement.

7.10 Compliance with applicable laws

7.10.1 Both parties agree to perform their obligations under this Agreement in accordance with all applicable laws and regulations.

7.11 Liability

7.11.1 You agree to pay Us an amount equal to all losses, damages, costs, charges, expenses and liabilities suffered or incurred by us including any fines, compensation or costs of remedial action /works or payments imposed on or required to be made by Us together with Our professional costs (including surveyors, consultants and lawyers) (1) arising as a consequence of Your failure to observe and comply with your obligations in this Agreement and (2) in any event following and arising out of any action, proceedings, claims and /or complaints made by a Relevant Authority or by any tenant. On termination of this Agreement this clause shall remain in force.

7.11.2 We shall have no liability for any loss or costs claimed /suffered by You arising from any alleged failure by Us to carry out such services adequately or without delay, failure to obtain or comply with any consent, Licence or giving notice including any fine, prosecution, investigation, loss of rent/deposit, cancelation of any tenancy/loss of any tenant, inability or delay in recovering possession, legal costs or any other cost or loss suffered by you where such losses –

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7.11.2.1 Were not foreseeable to You and Us when the Agreement was entered into; or

7.11.2.2 Were not caused by any breach on our part; or

7.11.2.3 Are business losses or losses to non-consumers; and

7.11.2.4 In any event, you agree that any such losses WILL NOT EXCEEED the sum equivalent to 50% of Our monthly fee multiplied by the length of the term expired of the Agreement subject to a maximum period of 6 months (the 'Maximum Liability Sum').

7.11.3 Our services under this Agreement do not extend to providing investment advice concerning the Property or performance as an investment . No liability is accepted in any way for the financial performance of the Property including the level of rent, amount of rent received by You, the covenant of the Tenant, success in letting/re-letting, void periods etc.

7.11.4 if You are in doubt about Your liability or any other aspect of this Agreement, You should seek independent legal advice.

7.12 How personal information about You will be used

7.12.1 Where We handle Your personal information We will do so in accordance with Data Protection Laws. If You would like more detailed information on how We handle Your personal information You can read Our Privacy Notice which can be found at www.reedsrains.co.uk/help/privacy-policy or request a copy of Our Privacy Policy from Your local branch.

7.13 Landlord's Insurance

As part of Our service, on receipt of an application to let the Property, Our insurance team can contact You to discuss the benefits of key policies available to all landlords:

7.13.1 **Rent Protection and Legal Costs Insurance**

The purpose of this cover is to protect Your rental income in the event that the Tenant(s) **default on their rent payments and to cover possession proceedings in the event that You need to evict the Tenant(s) on mandatory grounds.** Should You decide not to take up the Rent Protection and Legal Costs Insurance then You accept that should the Tenant (s) default on the rent payments:-

- You will be deprived of rental income during the default period;
- subject to section 3.12, it will be Your responsibility at Your cost to chase the Tenant(s) for arrears, and
- it will be Your responsibility to instruct a solicitor to take court action to evict the Tenant(s) and meet all the costs of this action.

7.13.2 **Buildings and Contents Insurance**

We offer a range of products which are exclusive to Us and include the following types of cover:-

- Property insurance including:-
- Accidental and Malicious damage cover;Loss of rent if the Property becomes uninhabitable; and
- Liability cover (for example where the Tenant(s) sues You for damages for injuries and suffering caused by tripping over a loose carpet);
- Contents insurance for furniture, carpets and furnishings;
- Legal expenses cover including tenant disputes;
- Home emergency with 24/7 access to approved tradesmen for emergency repairs and no excess; and
- Portfolio insurance for landlords with multiple properties.

7.13.3 We believe You may benefit from using the services of First2Protect, who provide buildings and contents insurance products. First2Protect is an associated company to Us who we recommend. Should You decide to use the services of First2Protect and go on to complete a policy through them, we will receive a referral fee. The average amount of the referral fee is £41

7.13.4 We believe You may benefit from using the services of Embrace Financial Services Ltd ("Embrace"), who provide various insurance products. Embrace is an appointed representative of First Complete Limited (trading as PRIMIS Mortgage Network) which is an associated company to Us. We will recommend Embrace and should You decide to use the services of Embrace, We will receive a referral fee.

7.14 Block Management

7.14.1 Our role under the terms of business, regardless of the basis of the instruction that we are instructed on is that of letting agent for an individual dwelling. We will not undertake block management or act as building managers and We do not carry out any of the following for or on behalf of landlords unless specifically agreed in writing with the Landlord:

7.14.1.1 Management of entry and exit points and communal areas, including all aspects of public liability, health and safety or fire safety;

7.14.1.2 The arrangement of public liability insurance;

7.14.1.3 The provision of shared facilities/services such as heating, bathrooms, lifts and plant and machinery or health and safety requirements;

7.14.1.4 Management of any contractors who are associated with repairs or maintenance to entry and exit points, roofing and communal areas;

7.14.1.5 The levying of service charges and accounting for service charges in respect of block management

7.14.2 The Landlord will take all appropriate measures to ensure that all obligations and duties relevant to the block or building management (such as management of common parts, shared facilities, service charges etc.) receive adequate supervision and are dealt with satisfactorily during the continuation of this Agreement.

7.14.3 Where You have selected to receive the Fully Managed Service Our role is strictly limited to liaising with any block manager or building manager to deal with or respond to queries that are raised by tenants from time to time.

7.15 Holding Deposit

7.15.1 The Agent shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord 's Property any fees or other monies properly due and payable by the said Tenant to the Agent.

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Confirmation of Services, Declaration and Signing

Service Type

You instruct us to provide the following service (*please tick*)

Fully Managed Service X Rent Collection Service ____ Tenant Find Service ____

All Services - please complete all sections

Does the property have gas? (Section 5.4) Yes ✓ No ____

(Where you have ticked Yes, please select one of the following)

- Reeds Rains to arrange for a gas safety engineer to conduct relevant gas safety checks ____
- Landlord to arrange annual gas safety check(s) for the property X

(Landlord to provide a copy of the current gas safety certificate at least 7 days prior to the commencement of the tenancy)

Does the property already have a valid EICR? (Section 5.13) Yes ✓ No ____

(Where you have ticked No, please select one of the following)

- Reeds Rains to arrange for an electrician to conduct relevant electrical safety checks ____
- Landlord to arrange for an electrical safety check(s) for the property ✓

(Landlord to provide a copy of the current safety certificate at least 7 days prior to the commencement of the tenancy)

Where Reeds Rains arrange the EICR, please select one of the following:

- Reeds Rains to instruct a contractor to carry out remedial work/further investigations as required by the EICR (Section 3.12) ____
- Landlord to arrange require remedial works, as required by the EICR ____

(Landlord to provide confirmation the remedial works carried out)

Does the property have smoke alarms installed - a minimum of one per floor? (Section 5.5) Yes ✓ No ____

(Where you have selected Yes, please select one option from a - Checking the alarms)

(Where you have selected No, please select one option from a - Checking the alarms and one option from b - Installing the alarms)

a - Checking the alarms

- Reeds Rains to arrange a check of the smoke alarms on the first day of each tenancy ____
- Landlord to arrange a check of the smoke alarms on the first day of each tenancy ✓

b - Installing the alarms

- Reeds Rains to arrange the installation of smoke alarms at the property ____
- Landlord to arrange the installation of smoke alarms at the property ____

Does the property have carbon monoxide alarm(s) installed? (Section 5.5) Yes ✓ No ____

(Where you have selected Yes, please select one option from a - checking the alarms)

(Where you have selected No, please select one option from a - checking the alarms and one option from b - installing the alarms)

a- checking the alarms

- Reeds Rains to arrange a check of the carbon monoxide alarms on the first day of each tenancy ____
- Landlord to arrange a check of the carbon monoxide alarms on the first day of each tenancy ✓

b - Installing the alarms

- Reeds Rains to arrange the installation of carbon monoxide alarms at the property ____
- Landlord to arrange the installation of carbon monoxide alarms at the property ____
- No carbon monoxide Alarm(s) required as there are no fixed combustion appliances (these can be powered by gas, oil, coal, or wood) ____

Please continue with "all services" section on page 16

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All Services - please complete all sections

Reeds Rains to arrange an EPC for the property (Section 5.7) Yes ____ No X

(where you have selected No, please confirm one of the following)

- Property Exempt ____ Reason for Exemption ____
- There is already a valid EPC ✓ EPC reference number 9779283563999926 6175
- EPC to be provided by 3rd party ____ Name of 3rd party provider ____

Does the property require a licence (Section 5.8) Yes ✓ No ____

(where you have selected Yes, please confirm one of the following)

- Licence type required selective licence.
- Licence Number ____
- Licence Application Number DCC 9551776485 48.

You will allow a Tenant to purchase a ZDG (Zero Deposit Guarantee) in place of a Security Deposit (Section 5.17) Yes ____ No X

Reeds Rains to arrange a Water and Bacterial Control Check Report at the Property? (Section 5.6) Yes ____ No X

Reeds Rains to arrange for Portable Appliance Testing at the property (Section 5.2) Yes ____ No X

Do you, or do you intend to live, work or travel abroad for more than 6 months in any one tax year? (Section 4.6) Yes ____ No ____ X

(Where you have selected Yes, please confirm the following - where this applies to more than one Landlord, please complete for each Landlord)

Landlord Name ____ Date you shall be overseas ____
Landlord Name ____ Date you shall be overseas ____
Landlord Name ____ Date you shall be overseas ____

Was this agreement signed away from our office? (Section 9) Yes ✓ No ____

(where you have ticked Yes, you have the right to cancel this agreement by giving notice in writing or via email. You may exercise the right to cancel within 14 days).

There is a sample notice for you to use on page 19. If you wish for us to begin performing the services before the end of the 14 day cancellation period then you may still cancel if you wish, however you will have to pay for whatever part of the services we have already supplied e.g. marketing costs etc. This may be the full Set Up fee where the services have been Fully Performed prior to your cancellation, but will not exceed it.

Do you wish us to begin supplying the services before the expiry of the cancellation period? Yes ____ No X

You instruct us as *(please tick)*: Your Sole Agent ✓ for *(Number of weeks)* 20 (Section 2.2)
Multi Agent

X

** *Please complete the service specific questions*

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Service Specific Questions

Where you select the Fully Managed Service X

Reeds Rains to provide additional property visits (Section 3.15) Yes ____ No ____

Where you select the Rent Collection Service

Reeds Rains to instruct an Inventory Clerk to prepare an Inventory (Section3.7) Yes ____ No ____

Reeds Rains to instruct an Inventory Clerk to carry out a check out (Section 3.7) Yes ____ No ____

Reeds Rains to arrange further Right to Rent checks? (Section 3.4) Yes ____ No ____

Where you select the Tenant Find Service

Reeds Rains to instruct an Inventory Clerk to prepare an Inventory (Section 3.7) Yes ____ No ____

Reeds Rains to instruct an Inventory Clerk to carry out a check out (Section 3.7) Yes ____ No ____

Please confirm the name of Your Scheme provider for the Security Deposit ____

All Service Types

Landlord bank details (where rent should be paid)

Account Name: S Birring

Bank Name: NatWest bank

Bank Address: NatWest branch

Account Number: 15434060

Sort code: 60 17 21

To avoid conflicts of interest, please could you confirm if any person related or connected to You, who work for, or has a business relationship with, Reeds Rains Limited.

Are You aware of any connection or interest? Yes ____ No ____ X

If the answer is YES, please outline the details below.

____

Failure by You to disclose a connection or interest will be a breach of this Agreement

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Consequences of signing the Agreement
You agree with Us that:

- You have sought all necessary consents for the letting;
- You are the sole owner of the Property or, where it is held jointly, You have the full consent and authority of all other persons who may have a beneficial interest, as their agent, to retain Us and let the Property;
- You are personally, and where You have signed on behalf of someone else, Jointly and Severally, liable for the Fees and any other costs / charges agreed and incurred by Us on Your behalf.

It is important that You read and understand the terms and conditions that will apply to this Agreement before signing. If there is any term that You do not understand or do not wish to agree to then please discuss with one of Our representatives.

Signature(s) of Landlord(s): DocuSigned by: BB9EAAD359274DD... **DATE:** 03 July 2023 | 12:58 BST

FULL NAMES OF LANDLORD(S):
(in Block Capitals) Deep Birring

Signature of Representative
(for and on behalf of THE AGENT) DocuSigned by: Gemma Wayman 062B3EF60934431... **DATE:** 03 July 2023 | 13:05 BST

Signature(s) of Landlord(s): **DATE:**

FULL NAMES OF LANDLORD(S):
(in Block Capitals)

Signature of Representative
(for and on behalf of THE AGENT) DocuSigned by: Gemma Wayman 062B3EF60934431... **DATE:** 03 July 2023 | 13:05 BST

Signature(s) of Landlord(s): **DATE:**

FULL NAMES OF LANDLORD(S):
(in Block Capitals)

Signature of Representative
(for and on behalf of THE AGENT) DocuSigned by: Gemma Wayman 062B3EF60934431... **DATE:** 03 July 2023 | 13:05 BST

DocuSign Envelope ID: 06FA4A4D-25B8-4F44-85D9-FC0E68F63C91

9. Notice of the Right to Cancel

Where this Agreement is signed away from Our office, You have a right to cancel this Agreement. Please see below for further information on Your right to cancel.

Right To Cancel

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, You must inform Us, **Reeds Rains Durham City** by post to this branch: **83, New Elvet, Durham, DH1 3AQ**

Or by email to: **durham@reedsrains.co.uk** of Your decision to cancel this contract by a clear statement (eg a letter sent by post or by email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired. Where any service has been fully performed prior to Your cancellation, You will be liable for the fee for that service and you will lose the right to cancel that service.

Effects of cancellation

If You requested to begin the performance of services during the cancellation period, You shall pay us an amount which is in proportion to what has been performed until You have communicated Us Your cancellation from this Agreement in comparison with the full coverage of the Agreement.

Model Cancellation Form

To: **Reeds Rains Durham City**

Email: **durham@reedsrains.co.uk**

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of services as detailed in the Lettings Agency Agreement

Ordered on:

.....

Name of consumer(s) / Landlord(s): .....

Address of consumer(s) / Landlord(s): .....

Signature/s (only if this form is notified on paper): ..... Date .....

*Delete as appropriate

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