



TERMS OF BUSINESS

This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Seafields Estates Limited who agree to act as sole agent for the Landlord for Letting and managing the property and hereinafter referred to as “the Agent”. The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered, and the scale of fees charged. The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. This Agreement is set out to comply with the requirements of the Provisions of Services Regulations 2009 SI 2999.

STANDARD MANAGEMENT SERVICE: *Seafields Estates Limited* provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy.

The Standard Management Service includes:

1. Providing advice regarding realistic rental income.
2. Advising Landlords about statutory compliance.
3. Provide general “Health & Safety” overview of the property.
4. Advertising and generally marketing the Property on the main portals, to include photos and measurements.
5. Accompanied viewings with regular feedback to landlord.
6. Providing a Tenancy Agreement for the Property and the inclusion of special conditions where applicable.
7. Carrying out the initial Right to Rent checks in accordance with the Immigration Act 2014 and HMRC Code of Practice 2022.
8. Taking the first rental payment and deposit if applicable.
9. Taking a deposit from the Tenant and dealing with the deposit under the requirements of the Tenancy Deposit Scheme until the end of the tenancy when the Property/contents have been checked for unfair wear and tear; handling any termination issues with the Tenant and the tenancy deposit scheme provider.
10. Collecting the Rent monthly and paying the Landlord monthly (normally sent within 7 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
11. Arranging with service companies and Council tax (principally electricity, gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each tenancy.
12. Regular inspections of the Property are carried out. Responsibility for and management of empty property is charged as an additional visit (see additional fees).
13. Co-ordination of repair or maintenance works including estimates where necessary, supervising works and settling accounts from rents received. (Subject to conditions).
14. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
15. Carrying out a full property inspection and inventory check at the end of the tenancy and, if necessary, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear prior to releasing the deposit.
16. Collecting and forwarding Landlords mail during tenancy.



17. Attending the property prior to tenancy to confirm the location of utility meters, stop cocks and to check smoke alarms and carbon monoxide alarms are working. Advising tenants of locations and highlighting importance of regular checks throughout tenancy.

18. Liaise with Block

Management companies/Freeholders to arrange access for various inspections i.e fire safety etc.

19. Annual Rent Review of the current market conditions and advise landlords accordingly.

Fees that have been agreed will be highlighted below:

(All fees are *INCLUSIVE OF VAT*)

Standard Management Fee: (Items 1 to 19 above): 13% of rent due plus tenancy set up fee below

Letting Only Service Fee: (Items 1 to 9, above): 80 % of first month's rent due to include items in setup fee

Letting Only and Rent Collection Fee: (Items 1 to 9 above): plus, rent collection fee £30pcm.

Tenancy Arrangement Fee: £300 Unfurnished (Inc. VAT) per tenancy. (Larger properties may be charged at a higher rate)

Tenancy Arrangement Fee: £350 Furnished (Inc. VAT) per tenancy (Larger properties may be charged at a higher rate)

Referencing for up to two tenants (ID checks, Right to Rent checks, financial credit checks, obtaining references from current or previous employers/Landlords and any other relevant information to assess affordability) obtaining tenant guarantor/s if required, as well as contract negotiations (amending and agreeing terms) preparations of the tenancy agreement, inventory/schedule of condition and check in.

Deposit Registration Fees (where collected): £60 (Inc. VAT) per tenancy.

Register Landlord and Tenant details and protect the security deposit with a government authorised Scheme (TDS). Provide the tenant(s) with the Deposit Certificate and Prescribed Information within 30 days of the tenancy start date.

Rent Increase fee: £75(Inc VAT) when relevant issue a Section 13 or renewal.

This is to cover the administration cost of negotiating the increase between Landlords and tenants, updating systems, issuing a Section 13 Notice, and to re-register the revised Tenancy Deposit Certificate.

Periodic Tenancy: £25 (Inc VAT) -When a tenancy runs on to periodic the TDS are notified to ensure the deposit is held in the correct manner.

Deposit Disputes:

At times there may be disputes between the Landlord and Tenant, and we are not allowed to deduct any costs from deposits without the tenant's permission. In general, we will endeavour to settle all disputes within the allotted time frame set out by the TDS which will be included within the Standard Management Fee, however on occasion the dispute will need to be escalated to the TDS for arbitration and we will need to provide ongoing information to enable settlement. The cost for this service will be £240incl VAT.

1. GENERAL AUTHORITY AND MANAGEMENT SERVICES:

1.1 GENERAL AUTHORITY:

The Landlord confirmed that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or Headlease. Where necessary, the Landlord confirmed that permission to let has been granted by the mortgagee and the freeholder or Head Leaseholder, and that the



Landlord agrees to comply with any mortgage or Headlease conditions. Where the Property is subject to a mortgage or Headlease, the Landlord shall supply the Agent with details of any Headlease or mortgage conditions that may affect the letting of the Property. The Agent may need to obtain proof of ownership of the property which could involve a Land Registry document, any costs attributed to this will be charged to the Landlord.

1.2 ANTI-MONEY LAUNDERING

Under HMRC Anti Money Laundering guidelines the Agent will request Identification of the Landlord/s which will entail passports, utility bills and other forms of identification.

The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-19 of the Standard Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that fees may be charged to the Landlord for ancillary services and that such fees will include a profit element to cover the Agent's administrative and business costs.

1.3. LETTING ONLY SERVICE:

Where the Landlord does not wish the Agent to undertake full management (the Standard Management Service), the Agent can provide a Letting Only Service. The Letting Only Service includes only items 1 to 9 of the Standard Management Service as listed above. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Landlord would remain responsible for complying with the Deposit protection requirements of the Housing Act 2004 and must provide the Agent with written confirmation of this together with a receipt for the Deposit monies received by the Agent on his behalf. The Letting Only Service fee is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy the Landlord shall not be entitled to reimbursement of any fees paid.

1.4. LETTING ONLY SERVICE PLUS DEPOSIT PROTECTION:

Where the Landlord requires the Agent to deal with his legal responsibilities for the protection of tenancy deposits under the Housing Act 2004 (item 9 of the Standard Management Service) then the Tenancy Deposit Service Fee will be charged in addition to the Letting Only Service Fee. The Landlord must indemnify the Agent for any losses suffered by the Agent as a result of the Landlord's failure to comply with the Deposit Protection requirements of the Housing Act 2004.

1.5. LETTING ONLY AND RENT COLLECTION SERVICE:

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

1.6. RENEWALS:

Where, with the consent of the Landlord, the tenancy is renewed or extended to the same tenant (or any person associated with the Tenant) originally introduced by the Agent under the Standard Management Service, the Tenancy Renewal Fee of £75 (Inc VAT) shall be payable on the renewal date. The Agent shall prepare the tenancy agreement, if required, for the new or extended tenancy and the terms of this Agreement shall continue until the Tenant leaves, or this Agreement is terminated.



1.7. REFERENCING:

The Agent will carry out referencing checks on any prospective tenant which would normally include a financial reference or credit check, and a character reference from a previous landlord or employer. This may be carried out by the Agent themselves or through a third party referencing supplier. The Agent will make reasonable endeavours to select good tenants with appropriate references who are capable of meeting the monthly rental payments.

However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third party referencing supplier report shows the applicants to be suitable tenants and the Agent has reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied the Agent will not be responsible for any default by the Tenant.

2. LIABILITY FOR TENANT DEFAULT:

Although our aim is to take care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage, or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

3. AGENT REMUNERATION:

3.1 The Landlord agrees to pay the management or service fee at the applicable percentage above for the service level they have selected. This fee applies once a Tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement.

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

3.3 Where this Agreement is cancelled under the Consumer Contracts (Information, Cancellations and Additional Charges) Regulations 2013 (or other consumer contract legislation) the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see clause 15.6).

3.4 The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, except where this is attributable to the negligence of the Agent.

4. MAINTENANCE:

4.1 The Landlord agrees to provide the Property in good and lettable condition, and if furnished, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (Maintenance Repair Limit) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work carried out on the Property (although the administration of major works or refurbishment will incur an addition charge (cost to be agreed prior to any works). "Retained maximum expenditure limit of £250" means that the Agent has



authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

4.2 For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

By law, it is necessary to carry out an annual gas safety check on any gas appliances and flues to ensure that all gas appliances, flues and associated pipe work are maintained in a safe condition. Also by law the property must have a satisfactory Electrical Inspection Condition Report (EICR) which must be reinspected every 5 years. The Agent if required will carry this out on the Landlords behalf and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlords account.

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

5. OVERSEAS RESIDENTS & HMRC REQUESTS:

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

The Agent may be requested by the HMRC to declare the Landlords rental income and expenses, false or incorrect information can mean the Agent is fined. The Landlord must pay the reasonable cost for the Agent to collate and pass the information to the HMRC and indemnify the Agent for any fines or costs imposed.

6. COUNCIL TAX:

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

7. SERVICES:

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



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

8. INVENTORY:

The Deposit Protection Schemes established under the terms of the Housing Act 2004 require that all Landlords need to be protected by a good inventory and property condition reports from the outset. The Agent will prepare an inventory for the Property and a charge will be made for this, the cost of which will depend on the size of the inventory and Property. The standard inventory will include all removeable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any removeable articles of substantial value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour and decoration of ceilings, walls, doors and door fittings etc.) Evidence of the condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

9. TENANCY AGREEMENT:

The Standard Management Service includes the preparation of a Tenancy Agreement in the Agent's standard form(s) and provisions of a copy of this Agreement will be sent to the Landlord for approval and signature. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent to enter into further work or correspondence, a fee for this extra work may be requested (or you may have the Tenancy Agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the Tenancy Agreement(s) on behalf of the Landlord.

10. NOTICES:

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

11. HOLDING DEPOSIT:

A holding deposit is generally taken from the applicant/s applying to rent a property. The purpose of the holding deposit is to reserve the property and to verify the applicant's serious intent to proceed, and to protect the Agent against any administrative expenses (i.e. taking out references, conducting viewings, re-advertising) that may be incurred should the applicant/s decide to withdraw the application. The holding deposit does not protect the Landlord against loss of rent due to the applicant deciding to withdraw, or references proving unsuitable altogether early acceptance of rent for the applicant/s would not be advisable until satisfactory references have been received. Landlords should notify the Agent where they wish insurance to be undertaken to protect against loss of rents. This fee is not a tenancy deposit until it is transferred on the establishment of the tenancy.

12. TENANCY DEPOSITS:

12.1. Deposits – A tenancy deposit will be payable by the Tenant upon signing the Tenancy Agreement in addition to any rents due. The purpose of the tenancy deposit is to protect the Landlord against losses (including unpaid rent) or damage to the property during the tenancy itself.

12.2. Statutory Tenancy Deposit Protection – Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected



within one of three statutory tenancy deposit schemes within 30 days of receipt and comply with the rules of the scheme. The schemes are :

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

12.3. Tenancy Deposit Information – Where statutory deposit protection applies to a tenancy deposit, and the deposit is received by the Agent, the Agent will within 30 days of receipt of the deposit provide to the Tenant and any other relevant person, the Prescribed Information required under the Housing Act 2004.

12.4. Agent Deposit Protection – Where a tenancy deposit has been received by the Agent and not passed to the Landlord, the deposit will be kept in a separate and secure client account ready for refunding (less any charges due) at the end of the tenancy, or forwarded to one of the Government regulated deposit schemes listed above. The Agent will also provide the Tenant and any other relevant person with the Prescribed Information. The Landlord agrees that the Agent may use information given, including information about the Landlord, for the purposes of performing the Agent’s obligations to the Landlord and supply such information as is reasonably required to the scheme.

12.5. Landlord Deposit Protection – Where the Agent is providing a Let Only service without deposit protection it will be the Landlord’s responsibility to protect the Deposit, as required by law, and the Landlord agrees to provide evidence to the Agent that the Deposit has been protected and the correct information has been provided to the Tenant and any other relevant person. A valid notice seeking possession under S21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected unless the Deposit has been returned to the Tenant or court proceedings relating to the return of the Deposit have been disposed of. A Tenant or any relevant person may apply through the courts for compensation of at least the amount of the Deposit, and up to three times the Deposit, where the Landlord (or someone acting on the Landlord’s behalf) has failed to protect the Deposit, failed to provide the Prescribed Information or failed to comply with the initial requirements of the authorised scheme.

12.6. End of Tenancy – Where the Agent has protected the Deposit on behalf of the Landlord the Agent will liaise with the Landlord at the end of the tenancy to ascertain what (if any) deductions will be made from the Deposit and liaise with the Tenant regarding any deductions. The Agent will assist in resolving any dispute between the Landlord and the Tenant and arrange for the return of the Deposit to the Tenant less any deductions agreed. Where the Deposit has been protected in one of the statutory tenancy deposit schemes and a dispute cannot be resolved the matter will be referred for adjudication under an Alternative Dispute Resolution (ADR) process within the scheme. The Landlord authorises the Agent to pay to the scheme as much of the Deposit as the scheme required the Agent to send. The Agent will contact the Landlord to keep him informed, but the Agent will not need to seek the Landlord’s further authority to send the money to the scheme. An Admin Fee will be charged on a case by case basis for the above.

More information on the requirements of the Deposit Protection Schemes are available on the following website(s) and Landlords are strongly urged to familiarise themselves with their legal responsibilities:

<https://www.gov.uk/tenancy-deposit-protection>

13. INSPECTIONS:



13.1. Under the Standard Management Service, the Agent will make reasonable endeavours to carry out regular inspections starting after the first month. Such inspections do not constitute a formal survey of the Property, nor will the Agent check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a “tenant like” manner) and the general condition of the Property. This would normally include viewing the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the Agent without moving the Tenant’s possessions.

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

14. TENANCY DEPOSIT DISPUTES

14.1. The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. The Landlord may instruct the Agent to deal with the adjudication and the Agent will charge for the time incurred in doing so on an hourly basis at a rate specified above for “Hourly rate for other work”.

15. TERMINATION:

15.1. Termination of the Agency Agreement – This Agreement may be terminated by either party by way of three (3) months’ written notice.

15.2. Serious Breach of this Agreement – The Landlord or the Agent may terminate this Agreement on fourteen (14) days’ notice if there is a fundamental breach of the Agreement, and the other party does not remedy the fundamental breach within those fourteen days. Discrimination against any applicant, tenant or employee or sub-contractor of the Agent for gender, race, age, disability, religious belief or sexual orientation may constitute a fundamental breach.

15.3. Termination if the Agent has not secured a Tenant – if the Agent has not secured a tenant after six (6) weeks of the appointment the Landlord may terminate this Agreement on one (1) weeks’ notice.

15.4. Minimum Fee – The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred on the date of cancellation.

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



15.5. Tenancy Agreement – The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any Tenancy Agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any Tenancy Agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two (2) months (should the contract allow for early termination) and this needs to be given even if the case of a fixed term tenancy which is due to expire.

15.6. Agreements signed away from the Agents office – Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed at a place which is not the Agent's office; at the agent's office but following a meeting between the parties away from the Agent's offices, or without meeting fact to face at all. The Landlord has a right to cancel under consumer protection legislation within 14 days ("cooling off period") of the date of this Agreement. A cancellation notice is available at the end of this Agreement. Where the Landlord waives his right to cancellation (see clause 26 below) by agreeing to the Agent carrying out works immediately following the date of this Agreement he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the "cooling off" period.

16. SOLE LETTING RIGHTS:

The Landlord appoints the Agent as sole agent for the marketing, letting and/or aspects of the management of the property depending on which service level is agreed. If the Landlord lets the property during the appointment of the Agent under this Agreement the Landlord might become liable to pay commission to both Agents. It is agreed that only the Agent may let the Property on behalf of the Landlord.

17. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

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

The following regulations apply:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- General Product Safety Regulations 1994
- Electrical Equipment (Safety) Regulations 1994 – Plugs and Sockets (Safety) Regulations 1994
- Electrical Installations 2020
- Health & Safety under the Housing Act 2004
- Energy Performance Certificate (Energy Assessed) 2007

17.2. The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Standard Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's costs incurred including any expenses or penalties (whether civil or criminal) that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.



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

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

- the first time the Landlord makes available to the prospective tenant any written information about the building;
- at the time which the prospective tenant views the building.

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

17.5 The Landlord must ensure that a Gas Safety Certificate where required, is provided to the Tenant prior to their occupation of the Property. Where the Landlord does not have a valid Gas Safety Certificate for the property the Agent will obtain this and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check. The Landlord must ensure that a satisfactory Electrical Inspection Condition Report (EICR) is available to the Agent.

18. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payments, or other significant details regarding the letting be confirmed to the Agent in writing.

19. FEES AND VALUE ADDED TAX:

All fees stated are inclusive of VAT and will be deducted from the client's account as they fall due. Management Fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee of £130 where the fee is 13%. Should the agreed rental be higher or lower, then the fee will be correspondingly higher or lower.

20. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

21. HOUSING BENEFIT:

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit (or the Department of Work and Pensions with respect to Universal Credit), or other benefits scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

22. LEGAL PROCEEDINGS:

If the Agent is collecting rent from the Tenant and rent is outstanding for 7 days after it becomes due the Agent will notify the Landlord promptly and use its reasonable endeavours to obtain payment from the



Tenant over the following 28 day period. At the expiry of that 28 day period the Agent will offer general advice on the next steps to be taken but cannot undertake legal proceedings on the Landlord's behalf and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement. If the Landlord wishes to appoint a solicitor, he may do so at his sole cost. The Agent will charge a fee for attendance at Court and any protracted correspondence with solicitors at an hourly rate specified above.

23. IMMIGRATION CHECKS:

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

24. COMPLAINTS:

Where the Landlord is unsatisfied with any service provided by the Agent he should contact the Agent in the first instance to try to resolve matters. The Agent is a member of the Property Ombudsman and where the Landlord is unsatisfied with the way the complain has been handled he may refer the matter to the scheme for a further decision, details of which are available upon request from the Agent.

25. KEEPING RECORDS AND DATA PROTECTION:

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

The Landlord undertakes to comply with Data Protection Regulations and not to divulge any personal details of the Tenant to any other third party organisation without prior approval unless this is necessary to comply with statutory obligation. Where the Landlord processes and stores any personal details of the Tenant for example, where the agent is instructed on a let only basis and the landlord is managing the property the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processes and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

26. ABOUT THIS AGREEMENT:

No amendments or variation to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales. This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable it will be severed from the Agreement and the remainder of the Agreement will continue in force to the fullest extent possible.



The Terms and Condition of this Agreement may be varied by the Agent but only with two month's prior written notice.

WARNING – You should read and understand these obligations before signing.

I consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period) See paragraph 15.6 above. Tick box if this applies.

I wish the Agent to undertake the following service:

- Standard Management Service
- Letting Only Service
- Letting and Rent Collection
- I agree that my personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share with any third-party organisations for marketing purposes)
- I/We confirm that we are the sole/joint owners of the property.

27. PROPERTY

In this Agreement any reference to the Property includes all properties listed in the First Schedule attached hereto. THE FIRST SCHEDULE (attach a separate sheet if necessary)

Address of Property to be let:

AGENTS DETAILS:

Name of Business: Seafields Estates Limited
Company Number: 10691041
Address: 18-19 Union Street, Ryde, Isle of Wight PO33 2DU



Telephone: 01983 812266
Email address: office@seafieldsproperty.co.uk
Trade/Prof membership: Propertymark
Redress Scheme details: The Property Ombudsman
VAT Number: 269 331 094
Prof Liability Insurance: Hiscox
IMPORTANT NOTICE: Clients should carefully read and understand the above perms of business before signing.

LANDLORDS FULL NAME:

SIGNED: DATE:.....

LANDLORDS FULL NAME:

SIGNED: DATE:.....

SIGNED ON BEHALF OF THE AGENT: DATE:



Notice of Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013

The right to cancel only applies if the Landlord enters into an Agreement with the Agent where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and this Agency Agreement is signed:

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

Information for Landlords:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days after the day on which this contract was entered in to.

To exercise the right to cancel, you must inform the Agent at the above address, of your decision to cancel this contract by a clear statement e.g. letter sent by post or email. You may use the model cancellation form below 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.

Effects of cancellation

If you cancel this contract, the Agent will reimburse to you any payments received from you without undue delay, and not later than 14 days after the day on which the Agent was informed about your decision to cancel this contract. The Agent will make the reimbursement using the same means of payment as you used for the initial transaction. Unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. However, if you requested that the Agent begins the performance of services during the cancellation period, you shall pay an amount which is in proportion to what has been performed until you have communicated to the Agent your cancellation of this contract, in comparison with the full coverage of the contract.



Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.

Cancellation Notice to be included in Notice of Right to Cancel

To: _____
[Insert Agent's name, address, telephone number and email address]

I/We* hereby give notice that I/we* wish to cancel my/our* contract

(Agent to insert reference number, property address or other details to enable the contract to be identified
He may also insert the name and address of the consumer.) Signed Name and Address Date

* delete as appropriate Agency Agreement LC82019 ©The Letting Centre 2019