



TERMS OF SERVICE (AGENCY AGREEMENT)

1. GENERAL TERMS

- The appointment of Award Property Management Ltd ("The Agent") commences with the signing of this Agreement.
- This Agreement will operate on a 'Sole Agency' basis for a minimum period of 12 weeks from the date of commencement of marketing of the property.

2. AGENCY TERMINATION

- This agreement will continue until terminated by not less than 3 months' written notice by either party (or at the point that the property becomes vacant if sooner).
- Any notice given by the Landlord to end this agreement during the initial 6 month term of a tenancy will not become effective until the end of that term. Any outstanding monies due to The Agent are payable at the end of the notice period.
- In the event that the rental property is withdrawn by the Landlord after a letting has been arranged but before a Tenancy Agreement has been signed, the Landlord shall pay a fee of £350.00 (Inc. VAT) to the Agent.
- In the event of the Landlord authorising preparation of references and subsequently withdrawing the property the Landlord will, via the agents, be responsible for refunding any fees or costs incurred to the prospective tenants.
- The Agency Agreement shall terminate if:
 - If either party shall be wound up either compulsorily or voluntarily or becomes bankrupt or make a compromise agreement with his or their creditors, or
 - Either party having committed a serious breach of this agreement shall neglect or fail to remedy such breach (whether capable of remedy or not) within two months of being required to do so in writing by the other party. In such event a default notice may be served upon the faulting party to summarily terminate the Agency Agreement.

3. AGENCY PROVISIONS

- The Landlord hereby agrees with The Agent to indemnify and keep indemnified, The Agent against any loss, damage or liability whether criminal or civil suffered and from and against legal fees and costs incurred by The Agent resulting from:
 - The Agent having reasonably relied upon the Landlord to provide accurately all relevant information
 - any forecast by The Agent of future income and expenditure
 - any defect or failure to identify any defect in the property, fixtures and fittings or furnishings whether or not such defect can be latent or apparent upon examination
 - the act, omission or insolvency of any person other than The Agent
 - any failure on the part of the Tenant to pay the rent or to comply with the terms of the Tenancy Agreement
- The Agent shall not be liable to indemnify the Landlord in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses arising as referred to in the previous clause.
- Unless caused by the Agent's negligence in the provision of the service, no liability shall be attached to The Agent either in contract or in tort or otherwise for any loss, injury, damage or legal or other expenses sustained howsoever caused, save that this clause shall be valid only insofar as permitted by statute.
- The Agent will be entitled to a fee, as agreed, in respect of any applicant that The Agents are instrumental in introducing or referring to the Landlord (for the avoidance of doubt this would also include an applicant introduced by The Agent with whom the Landlord decides to deal directly).
- In no circumstances shall the Agent be liable for any consequent loss or damage save where death or injury results from negligence on the part of The Agent or its employees.
- Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond their control, including but not limited to acts of god, war, terrorism, riot, fire, flood, storm, accident or breakdown of equipment.
- In the event of another agent introducing a tenant during the notice period Award Property Management Limited will be entitled to a multiple agency fee in accordance with these terms and conditions.
 - a. The Management Period shall terminate: If either party shall be wound up either compulsorily or voluntarily or become bankrupt or makes a compromise with his or their creditors, or
 - b. If either party having committed a serious breach of this agreement shall neglect or otherwise fail to remedy such breach (whether capable of remedy or not) within two months of being required to do so in writing by the other party and such other party therein serves upon the party a default notice in writing to summarily terminate the management period.
- The Agent will be entitled to receive a commission as specified in the Agent's scale of fees and charges from the gross amount of all rent from the property during the management period. Commission will not be payable on rent due until the rent is paid.
- For all repairs and refurbishment work undertaken by The Agent, management fees will be charged as specified in the current scale of fees and charges.

- All Commission and fees charged under the scale of fees and charges will be subject to VAT at the prevailing rate and any other Government Tax that may be levied
- The Agent will be entitled to be reimbursed by the Landlord, or to retain out of any monies collected, the amount for repairs, out of pocket expenses and disbursements incurred by The Agent in the performance of their duties.
- If Contracts for the Sale of the rental property are exchanged with a current or former tenant introduced by The Agent, the Landlord shall pay an introducer's commission to The Agent of 1.2% of the sale price achieved. This clause applies equally to the sale of the Rental Property from Landlord to Landlord where The Agent is the introducer.
- The Landlord authorises The Agent to arrange repairs or maintenance to the rental property up to the value of £250 without referral except in the case of unforeseen emergency where contact with the Landlord is not possible. In such circumstances The Agent is authorised to arrange work to a higher value to deal effectively with the emergency and in this event the cost of the work will be recovered from the rental income or directly from the Landlord if necessary.
- The Agent accepts no responsibility whatsoever for payment default of any tenant or tenancy.
- The Agent shall not be held responsible for checking any electrical equipment or plumbing at the end of tenancies.
- Rent Management and Tenant Sourcing Services are not available to non-resident Landlords
- The Landlord may change the service level from Full Management to Rent Management however such a change may only be enacted at the point of re-marketing the rental property for new tenants.
- In the event that a self-conducted tenancy is implemented by the Landlord at any time during this Agreement (where this has not been agreed in writing at the time of commencement of this Agreement), a charge equal to 50% of the agreed tenancy fees for a 12 month period at the first agreed per calendar month rate for the rental property shall be payable by the Landlord.
- Responsibility for the rental property will revert to the Landlord on termination of the final tenancy and vacation by the tenant, unless arrangements have been made with The Agent for a caretaking service.
- Any complaint or dissatisfaction should be notified to The Agent in writing. This will be fully investigated and responded to in accordance with The Agent's 'Putting Things Right' policy.

4. AGENT RESPONSIBILITIES

The Agent will:

- Conduct their business and manage the property, in a proper and business-like manner at all times in accordance with the provisions of this Agreement and current scale of fees and charges.
- Visit the rental property and provide advice on rents, furnishings and related matters
- Use reasonable endeavours to procure on the best overall terms a suitable tenant for such part of the premises as the Landlord shall wish to let.
- Prepare and execute a Tenancy Agreement in respect of every letting or re-letting or renewal.
- Prepare an Inventory and Condition Report for the property (subject to charges as specified in the scale of fees and charges).
- Issue any Statutory Notices as required on behalf of the Landlord (subject to any limitations of statute).
- The Agent will ensure the rental property is prepared and move the tenant in to the property at the commencement of each new tenancy.
- Sign and give notice to quit or to remedy any breach of the covenants of the Tenancy Agreement.
- Record all start and finish Utility meter readings and arrange transfer of accounts. (Only start readings will be taken under the Tenant Source service).
- Use all legally reasonable endeavours to collect, on behalf of the Landlord, all monies and rent falling due for payment to the Landlord. Maintain a robust policy for pursuing rent arrears with the tenant if necessary.
- Pay and discharge out of monies and rents collected any council tax and service charges due or other outgoings reasonably incurred on the property.
- Transfer the net rental income to the Landlord's nominated bank account by BACS transfer within 8 'working days' of receipt from the tenant.
- Instruct, arrange or carry out repairs to the premises or any part therein in accordance with the Landlord's instructions. It shall be no part of the duties or powers of the agents to supervise or in any way be responsible for checking or supervising works carried out to the property save to employ competent contractors or in-house personnel to carry out works on a professional basis.
- Arrange for electrical, gas and oil boiler and any other relevant checks falling due under current legislation. In the absence of relevant certificates being provided to the agents not less than 5 working days prior to any initial let or their renewal date The Agent will arrange for the checks to be carried out and the costs will be deducted from the rental income or on demand.
- Provide the Landlord monthly with an account of income and expenditure on the property.
- In the event of advanced rental being taken from the tenant the advanced rental will be held by The Agent and paid monthly to the Landlord. In the event of the Landlord receiving advanced rental The Agent will hold two months' rent as a float. The Landlord will provide The Agent, on demand, with sufficient funds to cover any additional authorised expenditure or any legally due refunds to the tenant.
- Review the rent value of each rental property regularly with the Landlord and adjust accordingly through appropriate notice to tenant.
- Visit the rental property every 3 months (where fully managed) during any tenancy and provide a report of the condition and use of the property.
- Grant, extend or renew a tenancy agreement upon the same terms as previously authorised of as determined by The Agent to meet the Landlords' best interests.
- On determination of the tenancy check the inventory/condition/cleanliness of the rental property and negotiate any deposit matters with the tenant to ensure appropriate resolution (subject to compliance with any formal deposit dispute process that may be raised or arise).
- Visit the property between tenancies, or whilst under care taking instruction and take appropriate action to operate heating etc. to protect the property from frost damage. This may include draining down and subsequently recharging the water/heating system which will be chargeable to the Landlord.
- The Agent shall not be liable for any loss or damage that the Landlord may suffer through the act, default or negligence of any tenant or any other person which may arise otherwise than through the negligence or wilful default on the part of the agents.

5. LANDLORD RESPONSIBILITIES

- The Landlord confirms that they are the legal owner of the rental property or are authorised to act on behalf thereof. (Proof of authority to act may be required)
- The Landlord agrees to co-operate with any requirements of The Agent in the discharging of their duties relating to Anti Money Laundering legislation (AML).
- The Agent has no responsibility for checking or liaising with mortgage lenders in respect of any specific requirements in respect of letting, which may exist under the mortgage agreement. The landlord is responsible for obtaining consent to let from mortgage lenders and The Agent takes instruction on the assumption that consent has been obtained.
- It is the Landlord's responsibility to advise insurance providers that the property is let and arrange the necessary insurances.

- It is the Landlord's responsibility to obtain consent to sublet if required for leasehold properties or where a general consent to sublet is required. The Landlord will provide the agents with a copy of the head lease if required.
- In the event of a charge being made by the Head Lessor or their agent in order to approve subletting these costs will be the responsibility of the Landlord.
- The Landlord shall notify all Utility services of their intention to vacate and of The Agent's interest as manager for rental purposes.
- Prior to the initial letting, the Landlord should ensure the rental property is adequately prepared and cleaned (including windows and furnishings), if not The Agent can undertake at the Landlord's expense.
- The Landlord shall arrange redirection of mail if the rental property is their former address. The Agent accepts no responsibility for lost or missing mail.
- The Landlord shall give notice to the Agent in writing of the Landlord's intention to repossess the rental property. This notice shall be given in sufficient time for The Agent to meet statutory obligations when serving notice on any tenant.
- In the event of a Landlord using their own nominated contractors to carry out repairs the agents reserve the right to instruct their own contractors if the Landlords nominated contractors prove to be inefficient, unreliable or incompetent in any way.
- The agent checks the public liability insurance and trade body registration of their retained contractors on an annual basis. The Agent takes no responsibility for checking these matters in respect of the Landlords own contractors, this remains the responsibility of the Landlord.
- The Landlord must ensure the rental property complies with:
 - The Gas Safety (Installation and Use) Regulations 1988 (as amended in 1989 & 1993)
 - The Electrical Equipment (Safety) Regulations 1994 (as amended)
 - The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended in 1989, 1993 & 1998)
 - The requirement to have available a current Energy Performance Certificate for the rental property
 - The Requirement to ensure that the rental property is adequately assessed and managed to control the risk of Legionella
 (Note: whilst The Agent may undertake duties to assist with compliance in respect of the above, the responsibility remains with the Landlord under this Agreement).
- Notwithstanding the above clause, The Agent will arrange for electricity, gas, oil boiler and any other relevant checks unless the Landlord specifically instructs otherwise. If the Landlord elects to arrange for these tests themselves all relevant certification and/or reports must be provided to the agent a minimum of five working days prior to a new tenancy or any renewal date. If these certificates are not received five days prior the agents will arrange for these checks to be carried out and the costs will be deducted from the landlords account.
- The Landlord must keep the property in a good state of repair and pay all costs incurred in carrying out repairs and maintenance to the property along with appliances and furnishings that are provided by the Landlord.
- In the event of contractors being instructed on the Landlord's behalf to carry out work, the cost of which will be over expected rental income, or if no income is being received, the Landlord will provide The Agent with sufficient funds to cover the expense of these works on demand
- The Landlord should arrange regular inspection (4 per year) of the rental property during any tenancy and supply The Agent with reports of their visit (for all Rent Management service Landlords and those Tenant Sourcing Landlords for whom The Agent is holding the tenancy deposit). The Agent reserves the right to review the terms of this Agreement (including acting as Stakeholder for the tenancy deposit) where the Landlord fails to comply with this requirement.
- In signing this Agreement, the Landlord warrants that all the information provided by them to The Agent is correct to the best of their knowledge and belief. The Landlord agrees to fully indemnify and compensate The Agent against any loss or legal proceedings against The Agent as a result of incorrect information being given by the Landlord. The Agent will notify the Landlord in respect of their legal or contractual obligations and reserves the right to terminate this Agreement with immediate effect should the Landlord refuse or fail to comply with said obligations within 14 days of notification of them being in breach.
- Any alterations in instructions will be confirmed in writing by email or post to The Agent office.
- The Landlord will notify The Agent immediately either by email or post to The Agent's offices of any change of ownership or name or legal status.

6. NON-RESIDENT LANDLORDS

- In respect of a Landlord residing overseas, it is the Landlord's duty and responsibility to provide The Agent with the necessary documentation to pay rental gross. In the absence of any exemption certificate The Agent is required by the HM Revenues and Customs to withhold basic rate tax from the rental income less allowable expenses and to pay such sums over on an annual basis.

7. ENERGY PERFORMANCE AND MINIMUM ENERGY EFFICIENCY STANDARDS (MEES)

- All properties on the market require an Energy Performance Certificate (EPC) and under MEES regulations as of 1 April 2018 all properties must have a minimum energy rating of 'E'. Where a valid EPC is not available The Agent will arrange for an EPC to be prepared at the Landlord's cost. In the event of the property being withdrawn, the Landlord will pay for the EPC on demand and ownership of the EPC will remain The Agent's until such time as it has been paid for. We are unable to commence marketing without an EPC.

8. CLIENT MONEY HOLDING

- All client monies held by The Agent are retained within specified and nominated 'Client Money Accounts'. Such funds are subject to annual external audit and are held in compliance with relevant Client Money Protection Scheme requirements.
- The Agent is a member of the Tenancy Deposit Protection Scheme administered by The Tenancy Deposit Scheme (TDS), PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Tel: 0300 037 1000 and shall operate fully in accordance with the requirements and condition of the scheme and any Tenancy Deposit Regulations. Deposit registration may be chargeable to the Landlord as specified in the scale of fees and charges.

DEFINITIONS

Landlord: Owner of the property or a person who has a material interest in the property and a legal right to let it.

Property: The address that is to be let.

Deposit: Money held at the beginning of the Tenancy (inclusive of 'Holding Deposit' where taken as part of the Tenancy Deposit).

Stakeholder: Dependent of how the deposit is held, either the Landlord or Agent (as defined within the prescribed information forming part of the Tenancy Agreement).

ADR: Alternative Dispute Resolution Service

- In the case of managed properties, The Agent, The Agent will act as Stakeholder and no interest will accrue to the Landlord or Tenant from any monies held. The Agent will hold funds and if there is no dispute The Agent will arrange to pay any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or the balance of the deposit according to the conditions of the tenancy agreement. All payments will be recorded with the TDS.

- If agreement between Landlord and Tenant cannot be reached, either party can raise a dispute with TDS. Disputes must be raised within 3 months of the end of the tenancy under the terms of the TDS Insurance Scheme. TDS will want to see that all parties have made reasonable efforts to agree the return of the deposit first.
- The statutory rights of either The Agent, the Landlord, or the Tenant to take legal action against the other party remain unaffected
- If the parties do agree that a dispute should be resolved by ADR, they must accept the decision of the ADR as final and binding. All Parties must co-operate with the ADR in the adjudication of the dispute and follow any recommendations concerning the method of resolution of the dispute. The Landlord will pay contractors and The Agent's disputed costs pending resolution.
- If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief, in the event that the Landlord provides incorrect information to The Agent, which causes The Agent to suffer loss, or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate The Agent for all losses suffered.

The Tenancy Deposit (Let Only)

- If the Landlord wishes to hold the deposit, The Agent will require the Landlord to confirm their deposit scheme registration details, including their ID and registration number. The deposit will only be paid over to the Landlord once they produce evidence of registration of the deposit and provide the Agent with a copy of the Registration Certificate and Prescribed Information. If the landlord fails to protect the tenants deposit the tenant may take legal action against the Landlord in the County Court. The court may make an order requiring that the Landlord must pay the deposit back to the tenant alongside any awarded compensation (up to three times the deposit value) and the Landlord will be unable to issue a valid possession order. The Agent accepts no liability for any losses suffered if the Landlord fails to comply.

9. TENANCY AGREEMENT AND STATUTORY NOTICE SIGNATURE

- The Landlord agrees and accepts that any Award Property Management Limited members of staff are legally able to sign on their behalf a tenancy agreement or any notice issued under the Housing Act 1988, as amended by the Housing Act 1996, the Landlord and Tenant Act 1988 and the Deregulation Act 2015 as amended in the Deregulation Act 2018 and any amending legislation in respect of the property at the address shown on the Landlord Set Up Form.

10. INFORMATION AND DATA PROTECTION

- The Landlord warrants that all the information he has provided to The Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to The Agent, which causes The Agent to suffer loss, or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate The Agent for all losses suffered.
- The Agent will collect and hold data for the purposes of providing services as outlined within the management pack. All such data will be held securely.
- The Agent will not pass data to any other persons or organisations outside of those required to carry out the duties as laid out within the management pack.
- The Landlord can correct any information held about them and request access to personal data by applying in writing to the Agent.
- The Agent may release the Landlord's personal details to public offices where requested if deemed appropriate.
- Upon termination of the agreement The Agent will destroy any data held in relation to the Landlord and property in accordance with the GDPR Act 2018 subject to minimum time limits or statutory requirements for data retention.

Tenant Sourcing & Rent Collection Services

- Landlords with Tenant Sourcing or Rent Collection service provisions should ensure that they are registered with the Information Commissioners Office and provide their tenants with their own privacy and data protection policies. The Agent accepts no liability for the Landlord's processing, storage or use of the tenant's data which is provided on the understanding that the Landlord has met their legal obligations. The Agent accepts no liability for a Landlord's failure to ensure compliance in this respect.

Managed Landlords

- Landlords with Managed service provisions should not require their tenant's information and, as such, will be covered by the use of Award Property Management Limited's ICO registration and Data Protection Policies. However, where information is requested the Landlord will need to register with the ICO and present the tenant with their Data Protection Policy. The Agent accepts no liability for a Landlord's failure to ensure compliance in this respect.

These Terms of Service should be read in conjunction with the Landlord Service Information Brochure and Scale of Fees and Charges documents.

Signature of Landlord(s)

Name:..... **Signature:**..... **Date:**.....

Name:..... **Signature:**..... **Date:**.....

Signature for Award Property Management Limited

Name:..... **Signature:**..... **Date:**.....