



# Agency Agreement

Our terms of business when acting as your agent





## AGENCY and LANDLORD AGREEMENT

### Between:

The Property Café Ltd, Company Registration Number: 05413591, Registered Address: 20 Eversley Road, Bexhill On Sea, East Sussex, TN40 1HE

### and

Landlord's name[s] (all joint landlords) .....

Landlord's current address ..... postcode .....

Landlord's new address (if applicable) ..... postcode .....

Tel ..... Mobile ..... e-mail ..... Fax .....

Address of property to let ..... postcode .....

PLEASE READ THE TERMS AND CONDITIONS ON PAGES 2-5 BEFORE CONTINUING

**If you wish to instruct us we can only proceed upon receipt of this agreement duly signed and the information requested.**

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

#### Introduction Only ☐

The Landlord will be responsible for notifying the insurer of the property that the Property is to be let

Yes ☐ No ☐

The Landlord is the legal owner of the Property, or is authorised to let the Property on behalf of the owners

Yes ☐ No ☐

The Landlord will immediately inform the Agent if the Landlord instructs another Agent to let the Property and/or if the Landlord finds other prospective tenants to rent the property

Yes ☐ No ☐

#### Letting and Rent Collection ☐

The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent

Yes ☐ No ☐

The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non-compliant furniture has been removed from all parts of the Property

Yes ☐ No ☐

The Landlord requires details of the Rent Guarantee and Landlord's Legal Expenses Insurance

Yes ☐ No ☐

#### Full Management Service ☐

May we start providing our service within the 14 day cancellation period allowed by the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**? If you agree we can, then you will be liable for our costs incurred if you decide to cancel ☐ Please initial to indicate agreement

**I/We confirm that by entering into a letting I/we will not be in breach of any restriction (including planning control, restrictions in the title deeds and mortgage conditions)**

Signed by Landlord.....

or for and on behalf of all owners of the Property

Signed by Agent .....

**Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.**

Dated.....

#### Cancellation Notice (see Appendix B)

The Property Café Ltd, 10 Sackville Road, Bexhill On Sea, East Sussex, TN39 3JA email [lettings@propertycafe.co](mailto:lettings@propertycafe.co)

**I/We hereby give notice that I/We wish to cancel my/our contract for the supply of the following service**

Name of consumer[s] .....

Address of consumer[s] ..... postcode .....

Signature of consumer[s] (only if this form is notified on paper) ..... Date .....

#### Contract Cancellation Fee (during a tenancy)

Where the Landlord cancels the Agent's instruction to provide a Let and Rent Collection or Full Management service, the Agent will charge and the Landlord will pay the minimum fee that would be payable for the Let Only Service plus any other costs incurred, including a reasonable fee for the time management that has been provided.

Signed by the Landlord .....

# TERMS AND CONDITIONS

The following conditions form part of the agreement between The Property Café Ltd and the Landlord specified above. They are, in conjunction with the Agent's information, the level of service required and selected by the Landlord and are reliant upon the information given to the Agent by the Landlord:

## Definitions:

The "Landlord," "you," or "your" means the person or persons named as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under this agreement if the other members do not fulfil their obligations.

- The "Agent," "we" or "us" means The Property Café Ltd, 10 Sackville Road, Bexhill On Sea, East Sussex, TN39 3JA
- The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- The "Property" means the property detailed above as the address of the several liability means that any one of the members of a party can be held responsible for the full obligations under this agreement if the other members do not fulfil their obligations.
- "Security Deposit" means a security deposit received from a tenant (which shall be not more than five weeks' rent for a tenancy with an annual rent under £50,000 or capped at six weeks' rent for a tenancy with an annual rent of £50,000 or more) in respect of possible breaches of the tenant's obligations in the tenancy agreement.

## 1. Our Service Levels

### 1.1 Our Marketing and Introduction Only Service

- The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- For our Marketing and Introduction Only Service, once contact is made by a prospective tenant the Agent will put the prospective tenant in contact with the Landlord who will then arrange all viewings and tenancy paperwork. The Landlord will need to comply with the *Immigration Act 2014*, *The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022*, *Gas Safety (Installation and Use) Regulations 1998*, *Fire Safety (England) Regulations 2022* and the *Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020*. In particular:

- 1.1 The Owner shall before a tenancy begins either:
  - a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
  - b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner).
- 1.1.1 The Owner shall either:
  - a) check that each alarm is in proper working order on the day a new tenancy begins; or
  - b) instruct the Agent to conduct such a check (at the cost of the Owner).
- 1.1.3 The Owner shall either:
  - a) carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the tenant; or
  - b) instruct the Agent to conduct such repairs (at the cost of the Owner).
- 1.1.4 The Owner shall either:
  - a) carry out any remedial action specified in a remedial notice relating to the Property served under *The Smoke and Carbon Monoxide Alarm (England) Regulations 2015* as amended by *The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022*; or
  - b) instruct the Agent to carry out such remedial action (at the cost of the Owner).
- The Owner shall protect the Security Deposit in accordance with the relevant provisions of the *Housing Act 2004* and shall provide to the tenant within 30 days of the Security Deposit being received by the Agent the "prescribed information" required by the *Housing Act 2004*.
- Additional services are available for a fee.

### 1.2 Our Let Only Service

- In addition to our Marketing and Introduction Only Service as above;
- The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC), gas and electricity safety checks to be carried out before a tenancy commences in order to comply with the Owner's legal obligations. These must be prepared for the Property prior to marketing. The Agent will be unable to market the Property unless a valid EPC is

available. The Property has an energy efficiency rating between A-E (inclusive); or a valid exemption has been registered on the *National PRS Exemptions Register* and remains in force. The Agent shall comply with the Owner's continuing obligations in the *Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020* as instructed by the Owner (and at the cost of the Owner).

- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for a fire risk assessment to be carried out by a suitably qualified professional, and for all recommendations to be complied with, check any fire doors and closers at the Property are in good working order on the day a new tenancy begins and at regular intervals in compliance with the *Fire Safety (England) Regulations 2022* and carry out any repairs or replace the fire doors or closers (if required) as soon as reasonably practicable following an inspection or report from the tenant.
- If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the *HHSRS Regulations* the Agent shall either: advise the Owner of the hazards and the steps that need to be taken; or recommend that the Owner seek advice from a suitably qualified person.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for the installation of any smoke and carbon monoxide alarms required under *The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022*; check that each alarm is in proper working order on the day a new tenancy begins.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for an inventory of the property and conduct a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant.
- The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the *Housing Act 2004*.
- Once a prospective tenant is found, they will be asked to complete a comprehensive application form giving information and details for referencing.
- The Agent will then take up references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- The Agent agrees under *Part 3 Chapter 1 of the Immigration Act 2014* to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will be responsible for any subsequent checks required under the *Immigration Act*.
- On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- The Agent will have the tenancy agreement drawn up, signed by the tenant and any other relevant party and collect any money due under the application giving the Tenant copies of appropriate paperwork.
- If a deposit has been collected and requires protecting under the *Housing Act 2004* rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in the custodial scheme of our choice to protect you. We will not however, have any involvement in the refund of the deposit or any disputes at the end of the tenancy. The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government's *How to Rent: the checklist for renting in England* or (if the Property is in Wales) the Welsh Government's publication *A Home in the Private Rented Sector – A Guide for Tenants*.
- For our Let Only Service, the Agent will then send the Landlord the balance of funds received from the tenant, less agency expenses and fees. This element does not apply to the following levels of service.
- *FFHH Act – Homes (Fitness for Human Habitation) Act 2018*;
  - 1 If it appears to the Agent that the Property and/or Common Parts are not "fit for human habitation" as defined in the *FFHH Act* at any time during the tenancy, the Agent shall either:
    - ◆ advise the Owner of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the *FFHH Act*; or
    - ◆ recommend that the Owner seek advice from a suitably qualified person.

- 2 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been obtained):

- ◆ in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the *FFHH Act*;
- ◆ in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;
- ◆ in response to any claims or proceedings issued by the tenant under the *FFHH Act*;
- ◆ in order to comply with an order issued by the courts under the *FFHH Act*.

### 1.3 Our Letting and Rent Collection Service

In addition to our Let Only Service as above:

- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- The Agent will conduct the inventory check in and submit utility readings to the relevant suppliers.
- The Agent will use its best endeavours at all times to collect rents or other charges due from the Tenant and provide a monthly account statement to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved in submitting returns to HMRC.
- The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the *Housing Act 2004*.
- The Owner is aware of the Housing Health and Safety Rating System introduced under the *Housing Act 2004*. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.
- The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 6 months).

### 1.4 Our Full Management Service

In addition to the Letting and Rent Collection Service above:

- The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as a general oversight of the property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported upon.
- The Agent agrees under *Part 3 Chapter 1 of the Immigration Act 2014* to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in and for the duration of the tenancy.
- The Agent will liaise with the Tenant on all day to day maintenance and tenancy matters arising.
- The Agent will arrange all periodic mandatory safety checks.

- The Agent will provide an itemised monthly rental statement to the Landlord.
- The Agent will conduct annual rent reviews and annual tenancy renewals.
- The Agent will conduct the end of tenancy inventory check out.
- The Agent will arrange the tenancy deposit return including liaising with the tenant in respect of deductions.
- The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.
- The Agent will liaise with the current tenant to remarket the property for a new tenancy.
- The Agent shall not make any payment unless it has received an invoice or demand;
- The Agent shall be entitled to accept and pay invoices and demands that appear to be valid; the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.
- If the Property is an HMO The Owner understands that they are responsible for obtaining any licences which are legally required before letting the Property.
- If the Property is an HMO, the Owner understands that they are responsible for:
  - ♦ obtaining any licences which are legally required before letting the Property;
  - ♦ complying with obligations under the *Management of Houses in Multiple Occupation (England) Regulations 2006* and the *Management of Houses in Multiple Occupation (Wales) Regulations 2006* (whichever applies);
  - ♦ complying with any obligations/conditions in the licence.

### 1.5 All levels of service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

## 2. The Landlord Agrees and Confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord on the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract.
- 2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be professionally cleaned prior to letting (including oven clean and wet clean of carpets) and any garden is neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.

- 2.9 That if the Property is leasehold, the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in all rooms that contain a solid fuel burning combustion appliance and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.
- 2.12 The Owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the *Landlord and Tenant Act 1985*. The Owner shall comply with those obligations.
- 2.13 The Owner shall notify the Agent if the Owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
- 2.14 If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 2.15 The Landlord understands their obligations under the *Tenant Fees Act 2019* as Landlord and will comply with these obligations.
- 2.16 The Owner understands their responsibilities under the *Regulatory Reform (Fire Safety) Order 2005* as amended. The Owner may instruct the Agent to arrange for a fire risk assessment to be carried out, and to arrange for the recommendations in the assessment to be complied with at the cost of the Owner.
- 2.17 The landlord will abide by the legislation for Smoke/CO Alarms, Legionella/legionnaires and Blind Cord regulations.

## 3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms and fees to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the *Consumer Protection Act 1987* and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.
- 3.12 The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 3.13 The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- 3.14 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 3.15 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
- 3.16 Subject as provided in these Terms and Conditions and to any

directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

### 3.17 The Agent shall:

- 3.17.1 if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out before a tenancy commences in order to comply with:
  - 3.17.1.1 the Owner's obligations in the *Gas Safety (Installation and Use) Regulations 1998*; and
  - 3.17.1.2 the *Electrical Equipment (Safety) Regulations 1994* (for appliances purchased before 08 December 2016) and the *Electrical Equipment (Safety) Regulations 2016* (for appliances purchased on or after 08 December 2016); and
  - 3.17.1.3 the Owner's obligations in the *Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020*; and
- 3.17.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing reports for fixed electrical wiring and appliance testing before they occupy the Property;
- 3.17.3 comply with the Owner's continuing obligations in the *Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020* as instructed by the Owner (and at the cost of the Owner) and;
- 3.17.4 ensure that the prospective tenant is provided with copies of the fire safety information and importance of fire door information if required by the *Fire Safety (England) Regulations 2022* before they occupy the Property and annually thereafter.
- 3.18 Ensure that the prospective tenant is provided with copies of the fire safety information and importance of fire door information if required by the *Fire Safety (England) Regulations 2022* before they occupy the Property and annually thereafter.
- 3.19 The Agent confirms they are not aware of any personal interest in the Property for the purposes of Section 21 of the *Estate Agents Act 1979*.
- 3.20 The Agent cannot guarantee the suitability of tenants, timely payments, or vacant possession at the end of the tenancy and is not liable to the Owner in respect of these events, or any disputes between the Owner and tenant during the term of the tenancy.
- 3.21 If the Property is a House in Multiple Occupation ('HMO') the Agent shall, if instructed by the Owner and at the Owner's cost:
  - ♦ Ensure that the Property has the necessary licences required for the Property to operate as an HMO;
  - ♦ Ensure that the Owner's obligations under the *Management of Houses in Multiple Occupation (England) Regulations 2006* and the *Management of Houses in Multiple Occupation (Wales) Regulations 2006* are complied with (whichever applies); and
  - ♦ Ensure that the Owner's obligations in the licence conditions are complied with.
- 3.22 The agent will require a copy of the head lease terms and the agent needs to be made aware of any lease restrictions that may apply to the tenant. If it is not provided the agent cannot place any lease obligations on the tenant and therefore the landlord may become in breach of their head lease terms by default.

## 4. Financial matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf. Details of such income received by the agent can be provided to the landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.

- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent. Holding deposits are capped at the equivalent of one week's rent
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the *Housing Act 2004* and deposit protection.
- 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
- 4.12.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection concluded.
- 4.12.3 Deposit monies shall be paid out upon agreement between the agent and tenant or Landlord and Tenant, the decision of an adjudicator or an order of the court.
- 4.12.4 The Agent will try and assist in resolving any dispute.
- 4.12.5 If the deposit is required to be protected by the *Housing Act 2004* then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
- 4.12.6 If the deposit is not required to be protected under the *Housing Act 2004* then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
- 4.12.7 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.
- 4.13 If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.

### Client Money Protection

In accordance with the *Client Money Protection Schemes for Property Agents Regulations 2019* the Agent is a member of a government approved client money protection scheme.

The name and address of the Agent's client money protection scheme is *Client Money Protect*. A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

## 5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B.
- 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses. Gas and electrical safety checks.
- 5.1.2 If a ready, willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas and electrical safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving two months' notice to allow for the orderly handover of the property.
- 5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.
- 5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management that has been provided.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving three months' notice to allow the Landlord to appoint another agent.
- 5.4 Notice can be emailed, posted first class, recorded delivery, or

hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

- 5.5 If at any time control (as defined in *Section 840 of the Income and Corporation Taxes Act 1988*) of the Agent is acquired by any person or group of connected persons (as defined in *Section 839* of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than 3 months written notice to the Agent within 30 days after the notice from the Agent was given, to terminate the contract.

## 6. Various

- 6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one month's notice will be provided.
- 6.2 The *Contacts (Rights of Third Parties) Act 1999* will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at which ever level of service the Landlord chooses for each property.

## 7. Data Protection/GDPR

- 7.1 All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under the *Data Protection Act 2018* and the *GDPR* at all times.
- 7.2 Our use of your personal data will always have a lawful basis, either because it is necessary for Our performance of a contract with you, because you have consented to Our use of your personal data (eg by subscribing to emails), or because it is in Our legitimate interests. Specifically, We may use your data for the following purposes:
- ◆ Supplying Our services to you (please note that We require your personal data in order to enter into a contract with you);
  - ◆ Personalising and tailoring Our services for you;
  - ◆ Replying to emails from you;
  - ◆ Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by emailing us at [enquiries@prestigeprint.biz](mailto:enquiries@prestigeprint.biz)).
- 7.3 We will forward your information on to prospective applicants and we will forward applicants details on to you.
- 7.4 With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email AND/OR telephone AND/OR text message AND/OR post with information, news and offers on Our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under the *Data Protection Act 2018 OR GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003*.
- 7.5 We will not pass on your details to any 3rd party organisations for marketing purposes without your prior written consent.
- 7.6 You have the right to withdraw your consent to Us using your personal data at any time, and to request that We delete it.
- 7.7 We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Data will therefore be retained for for a period of 36 months after the completion of the sale of your property or from the date that you give us notice to terminate this contract and cease acting on your behalf.
- 7.8 Your data will only be stored in the UK.

## 8. Renewal or Continuation of Tenancy

- 8.1 The Agent shall contact the Owner and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.
- 8.2 If the tenant remains in occupation after the expiry of the original tenancy agreement:
- ◆ the Renewal Commission shall become payable in place of the Letting Commission;
  - ◆ the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.
- 8.3 The Renewal Commission is payable:

- ◆ in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

## 9. Complaints and Redress

- 9.1 In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints. The name of the Agent's redress scheme is *The Property Ombudsman*. A copy of the Agent's complaints handling procedure may be obtained on request.

## 10. Money Laundering Regulations

- 10.1 The Owner agrees that the Agent will conduct Anti Money laundering checks in accordance with regulations set out by HMRC to confirm their eligibility when renting out the premises and retain a copy of the document in accordance with the trading standards. The Owner Agrees that the Agent will conduct a land register check to confirm the ownership of the premises due to be LET and retain a copy of the document in accordance with the trading standards.

## 11. Declaration of Interest

- 11.1 The Property Café Ltd is obliged to declare whether there is a personal interest in the letting of the property. If you are, or think you may be, a close relative or a friend or have any business interests with anyone involved with The Property Café Ltd, you should let us know immediately.

Are you aware of any such interest? Yes ☐ No ☐

If the answer is 'yes' please give details below:

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### Notes



## APPENDIX A

### SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts.

These terms only apply to consumers. If you are a business, these terms do not apply.

- (a) The levels of service available to the landlord can be found in Section 1 of this agreement.
- (b) The trading name of the company is The Property Café Ltd
- (c) The company can be contacted at:  
10 Sackville Road, Bexhill On Sea, East Sussex, TN39 3JA  
Telephone number: 01424 224488  
Email address: lettings@propertycafe.co
- (d) We do not act on behalf of another trader
- (e) See attached "Scale of Charges"
- (f) The information on the right to cancel and how to cancel, can be found in Appendix B of this agreement.
- (g) The costs involved with invoking a right to cancel can be found in Appendix B.
- (h) We have ongoing after sales service available through contact details listed in (c) above.
- (i) We are member of *The Property Ombudsman* and the relevant codes can be found at [www.tpos.co.uk](http://www.tpos.co.uk)
- (j) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

## APPENDIX B

### 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, of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the cancellation form on page 1 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

We will make any reimbursement due without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.



We will make any reimbursement due 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 any reimbursement.

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 contact, in comparison with the full coverage of the contract.

## SCALE OF LANDLORDS SERVICES

1.1	Marketing & Introduction Only Service	£300 + VAT (£360) payable for each letting where the tenant is introduced through the Agent
1.2	Marketing & let Only Service	£625 + VAT (£750) set up fee
1.3	Letting & Rent Collection Service	£450 + VAT (£540) set up fee + 7% + VAT (8.4%) of collected rent
1.4	Full Management Service	£450 + VAT (£540) set up fee + 10% + VAT (12%) of collected rent

## FULLY MANAGED PACKED OPTIONS

 **BRONZE** 12% + VAT (14.4%)  **SILVER** 13% + VAT (15.6%)  **GOLD** 14% + VAT (16.8%)  **PLATINUM** 15% + VAT (18%)

## MANDATORY REQUIREMENTS AND ASSOCIATED COSTS

EPC	£90.00 (inc VAT)	Smoke Detectors	One per floor - £48.00 (inc VAT)
Gas Safety Certificate	£102.00 (inc VAT)	Carbon Monoxide Detectors	£72.00 (inc VAT)
Local Authority Selective Licence	Cost specific to local authority	Tenant/Guarantor Reference Charge	£50.00 per reference (inc VAT)
EICR Report	£250.00 (inc VAT)		

The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the Agent.

## ADDITIONAL CHARGES (as and when they arise)

Tenancy Renewal Fee (To apply to ALL new tenancies. Also applies to renewed tenancies on services 1.1 & 1.2)	£150 (inc VAT)	Legionella Risk Assessment	£250 (inc VAT)
Deposit registration	£30.00 (inc VAT)	Legal Notices	From £60 (inc VAT)
Inventory & check in/out service	£90.00 (inc VAT)	Overseeing Major works	10% + VAT of total works cost (12%)
Rent Guarantee Insurance	POA	Professional hourly rate	£65.00 (inc VAT)
Duplicate statement	£10.00 (inc VAT)	Sale of Property to tenant	1.2% of agreed sale price

We may receive commissions from: Contractors, Insurance Companies, Referencing Companies, Utility Providers