

**TERMS OF BUSINESS  
FULL MANAGEMENT SERVICE**



**[www.southernbrook.co.uk](http://www.southernbrook.co.uk)**



**arla | propertymark**



This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and Southernbrook (Registered Address: TML House, 1A The Anchorage, Gosport, PO12 1LY) who agree to act as sole agent for the Landlord for letting and managing the property and are 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 Provision of Services Regulations 2009 SI 2999.**

**FULL MANAGEMENT SERVICE** Southernbrook Lettings Ltd 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.

The Full Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and conducting viewings. Upon application to rent the property the Agent will take up full references. This may be carried out by the agent or through a third-party referencing company. Where necessary, additional security would be requested by means of a guarantor.
4. Carry out initial right to rent checks in accordance with the Immigration Act 2014
5. Providing a suitable tenancy agreement for the Property.
6. Taking a deposit from the Tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked.
7. Collecting the Rent as per the terms of the Tenancy and paying over to the Landlord (normally within 5 working days of receipt) 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 emailed or posted to the Landlord.
8. Arranging with service companies (principally electricity, council tax, gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each tenancy.
9. Regular inspections of the Property are carried out initially after 3 months and then on a bi-annual basis. Responsibility for and management of an empty property is not normally included and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent.
10. Maintenance works as required to the Property will be organized via our preferred contractor, Houserack Ltd, and any invoices will be settled from rents received.
11. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
12. Arranging for a full property inspection and inventory check at the end of the tenancy and, if necessary, preparing and agreeing a schedule of costs (Via our preferred contractors if agreed) relating to any damage or unfair wear and tear prior to releasing the Deposit.

**All items and other expenses will be charged according to the scale of fees at the end of this agreement.**

## **1. GENERAL AUTHORITY:**

The Landlord confirms 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 head lease. The Landlord agrees to provide the Agent with proof of ownership prior to the tenancy commencing. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and will provide documentation confirming this to the Agent. The Landlord also agrees to provide the Agent with a form of identification. The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-11 of the Full Management Service. 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 from third party companies in the pursuit of letting/managing the Property. The Agent declares that fees may be charged to either Landlord for ancillary services (e.g key cutting) and that such fees will include a profit element to cover the Agents business and administrative costs.

### **1.1 REFERENCING:**

The Agent will carry out referencing checks on any prospective tenants. 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 can meet 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.

## **1.2 RENEWALS:**

The Agent will contact both parties prior to the end of the fixed term to discuss any ongoing Tenancy Agreement and review of rent if applicable. With the consent of the Landlord, if the tenancy is renewed to the same tenant (or any person associated with the Tenant), a Tenancy Renewal Fee shall be payable by the Landlord on the renewal date as per the scale of fees. The Agent shall prepare the tenancy agreement for the new tenancy and the terms of this Agreement shall continue until the Tenant leaves, or this Agreement is terminated.

## **2. LIABILITY FOR TENANT DEFAULT:**

Although the aim is to take every 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 monthly management fee at the agreed percentage. 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 reasonable costs, expenses or liabilities incurred or imposed on the Agent if they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties within the scope of authority given by this agency agreement. To assist the Agent in carrying out their duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

**3.3.** Where the agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or previous 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 15.3).

**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.

**3.5** The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the Agents general authority will be charged at an agreed hourly rate.

## **4. MAINTENANCE:**

**4.1** The Landlord agrees to provide the Property in good, fit, and lettable condition and that the Property conforms to all current Regulations relating to the Letting of the Property. The Landlord agrees to make the Agent aware of any ongoing maintenance problems prior to instructing the Property to let.

**4.2** The Agent would normally request authorisation for any repairs 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 act in the interests of the Landlord in an emergency. By law, it is necessary to carry out an electrical safety check at least every five years and an annual gas safety inspection on any gas appliances and flues to ensure they are maintained in a safe condition. Where the Agent is Managing the Property, The Agent will carry this out on the Landlord's behalf and expense and administer the necessary records. The reasonable costs involved will be debited to the Landlord's 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.

**4.4** The Agent will instruct their preferred contractor, which is normally Houserack Ltd, unless otherwise agreed with the Landlord, and by signing these Terms of Business the Landlord gives consent for their contact details to be passed to Houserack Ltd or any other agreed contractor, to be used only in correspondence for maintenance works. A shareholder of Southernbrook Lettings Ltd is also a shareholder of Houserack Ltd.

## **5. OVERSEAS RESIDENTS:**

When letting property and collecting rents for non-UK resident landlords (NRL) i.e., landlords living overseas, the Agent is obliged by the Income Tax Act 2007 and the Taxation of Income from Land (Non-Residents) 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 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.

## **6. COUNCIL TAX:**

Payment of Council tax will normally be the responsibility of the Tenants in the Property unless otherwise agreed. However, landlords should be aware that where a property is empty, let as 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 make 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. The agent generally uses utility switch companies and will receive commissions for referrals in some cases. 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 advise that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will arrange for an inventory to be carried out usually via a third party and a charge will be made for this depending on the size of the Property as per the scale of fees. The inventory service will include all removable 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 articles of exceptional value in the Property. The inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.), with accompanying photographs, and a full report will be kept on file by the Agent for the term of the tenancy.

## **9. TENANCY AGREEMENT:**

The Full Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s). Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent 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/let agreement(s) on behalf of the Landlord.

## **10. NOTICES:**

The Agent will, if instructed, serve the usual legal notices on the Tenant(s) 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 per the scale of fees.

## **11. HOLDING DEPOSIT:**

A holding deposit is usually taken from a tenant applying to rent a property. The purpose of this deposit is to verify the Tenant's serious intent to proceed, this deposit is the equivalent to one week's rent. This deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable. Upon the commencement of the Tenancy Agreement, this deposit will be credited to the Tenant's account towards the first month's rent. Should the tenant fail referencing due to misleading information provided against their application, or withdraw their application to rent the Property, the Agent reserves the right to retain any costs incurred.

## **12. TENANCY DEPOSITS:**

**12.1 Deposits** A tenancy deposit will be payable by the Tenant prior to or upon signing the tenancy agreement in addition to any rent due. The purpose of the tenancy deposit is to protect the Landlord against loss of 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. The schemes are:

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

**12.3 Tenancy Deposit Information.** Where statutory tenancy 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. By signing this agreement, the landlord gives the agent authorization to sign deposit information on their behalf.

**12.4 Agent Deposit Protection.** 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. Where the tenancy deposit is not held under a tenancy deposit scheme (e.g. non AST tenancies) it will be held by the Agent as 'Stakeholder' on behalf of the Landlord and the Tenant.

**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.

**More information on the requirements of the deposit protection schemes is available on the following website(s) and landlords are strongly urged to familiarize themselves with their legal responsibilities:**

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

### **13. INSPECTIONS:**

**13.1** Under the Full Management Service, the Agent will make reasonable endeavour to carry out inspections after an initial period of 3 months and then bi-annually. 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 inspecting the main items (carpets, walls, cooker, main living areas and gardens.) where they are visible to the Agent without moving the Tenants belongings, and the Landlord will receive a report of the findings. Should the Landlord request additional inspections to those outlined above, a fee will be payable (as per scale of fees).

**13.2** Following the departure of tenants, a final inspection (Check Out) of the Property will be carried out. 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, or appointed Inventory Company, 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 if requested by the Landlord

### **14. TENANCY DEPOSIT DISPUTES:**

**14.1** As part of the Fully Managed Service, the Agent will attempt, by negotiation, to resolve any deposit disputes between the Landlord and the Tenant. 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. An estimate of the likely costs of preparing and submitting the claim to adjudication or for Small Claims will be prepared by the Agent, and a fee will be payable for this Service.

**14.2** The Landlord agrees that in the event of a deposit going into dispute and being submitted to the adjudicators, that any outstanding bills for cleaning or repairs subject to the dispute process will be settled by the Landlord and any monies due repaid to the Landlord from the deposit subject to the findings of the adjudicators. The agent accepts no liability for any decisions made by the deposit protection dispute resolution or small claims court.

### **15. TERMINATION:**

**15.1 Termination of Agency Agreement.** This Agreement may be terminated by either party by way of six months' written notice.

**15.2 Serious Breach of this Agreement.** The Landlord or Agent may terminate this Agreement on 14 days' notice if there is a fundamental breach of this Agreement, and the other party does not remedy the breach within 14 days. Discrimination against any applicant, tenant, employee or sub-contractor for gender, race, age disability, religious belief, or sexual orientation may constitute a fundamental breach. It will be a fundamental breach where the Property is required to have a licence for any purpose (i.e. HMO) and has no such licence or the licence has been revoked.

**15.3 Withdrawal Fee.** The withdrawal fee applies when a landlord has served the six month notice period to terminate the management of the property by Southernbrook Lettings. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum Fee may not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

The Withdrawal Fee will also apply if the Agent introduces a Tenant to the Property, who finds the Property because of the Agents marketing efforts, or the Tenant is otherwise introduced to the Property during the Agents period of sole agency and enters into a Tenancy Agreement with the Landlord.

**15.4 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 shorthold tenancies is generally two months (should the contract allow for early termination) and this needs to be given even in the case of a fixed term tenancy which is due to expire.

**15.5 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 offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a 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 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:**

**WARNING: You should read and understand these obligations before signing overleaf.**

**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 key regulations that apply include (but are not limited to):

- Landlord and Tenant Act 1985
- Housing Health & Safety Rating System, Part 1, Housing Act 2004
- Licensing of HMO's, Part 2, Housing Act 2004
- Selective Licensing, Part 3, Housing Act 2004
- Smoke and Carbon Monoxide Alarm Regulations 2015 & (Amendment Regulations) 2022
- Furniture and Furnishings (Fire Safety) regulations 1988
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations, 1988 & 2018
- Electrical Equipment (Safety) Regulations 1994 & 2016
- Electrical Safety Standards in the Private Rented Sector Regulations 2020
- Plugs and Sockets (Safety) Regulations 1994

**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 fit and safe condition and in compliance with the above regulations. The Landlord agrees to repay the Agent's costs incurred including any expenses or penalties that may be suffered because of non-compliance of the Property with the relevant legislation.

**17.3** Where the Landlord has duties regarding 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. The Agent will arrange for the relevant risk assessments to be carried out should the Landlord not supply their own report and a fee will become payable (As per scale of fees)

**17.4** The Landlord must ensure that a valid Energy Performance Certificate (EPC), unless exempt, is made available free of charge to any prospective tenant at the earliest available opportunity, and in any event in the following circumstances:

1. At the commencement of marketing the Property
2. At the time any prospective tenant views the Property

Where the Landlord does not have a valid EPC prior to the marketing of the Property, the Agent will arrange for this to be carried out and the fee will become payable as per the Scale of Fees.

**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 and annually thereafter. Where the Landlord does not have a valid Gas Safety Certificate for the property the Agent will arrange this, and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

**17.6** The Landlord must ensure that when the premises are occupied under the tenancy :-

- a) a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation.
- b) a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a fixed combustion appliance (excluding gas cookers); and

B. checks are made by or on behalf of the landlord to ensure that each prescribed alarm is in property working order on the day the tenancy begins if it is a new tenancy. All detectors are checked on Property Inspections and noted on the report, a copy of which will be sent to you.

**17.7** The landlord must further ensure that the property is professionally cleaned prior to the commencement of any tenancy and will provide receipts to the agents for this. The agent can provide written quotations where necessary.

**17.8** The landlord must ensure that valid EICR (Electrical Installation Condition Report), is carried out prior to the tenancy commencing to comply with statutory regulations and every five years thereafter. Where a landlord does not have a satisfactory EICR in place the agent will organise this and the landlord will reimburse the agent for all costs. Further guidance can be found here:

<https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities/guide-for-landlords-electrical-safety-standards-in-the-private-rented-sector>

## **18. INSTRUCTIONS:**

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, 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 Landlord's account as they fall due. Management fees are based on a percentage of the actual rental amount. For example, a property rented at £1,000pcm at a commission rate of 10% will incur a monthly management fee of £120.00 including VAT.

## **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 other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up six years thereafter, whether the Agent continues to be engaged to let or manage the Property under this Agreement or not.

## **22. LEGAL PROCEEDINGS:**

If the Agent is collecting rent from the Tenant and rent is outstanding for 5 days after it becomes due the Agent will notify the Landlord promptly and use 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 correspondence with solicitors.

### **23. RIGHT TO RENT CHECKS:**

The Agent will carry out any checks required under the Immigration Act 2014, as required by law, on all 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 for the duration of this Agreement. A fee will be charged for this service.

### **24. COMPLAINTS:**

Where the Landlord is unsatisfied with any service provided by the Agent the Landlord should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed. The complaint will be acknowledged within three working days of receipt, a full investigation will be undertaken with a written outcome submitted within 15 working days. The Agent is a member of The Property Ombudsman and where the Landlord is unsatisfied with the way the complaint has been handled the Landlord may refer the matter to the scheme for a further decision. The TPO can be contacted via their website [www.tpos.co.uk](http://www.tpos.co.uk), Tel: 01722 335458 Address: Milford House 43-55 Milford Street Salisbury SP1 2BP

### **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 or organisation without prior approval unless this is necessary to comply with a 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 processed 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 each of the parties submits to the exclusive jurisdiction of the courts in England.

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. If 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 conditions of this Agreement may be varied by the Agent, but only with two months' prior written notice.

### **27. SELLING PROPERTY TO TENANT**

If the Landlord sells the Property to the Tenant (or to any individual or entity introduced to the Landlord by the Agent) during the tenancy or within 12 months after the termination of the tenancy, the Landlord agrees to pay the Agent a commission of 1% (plus VAT, if applicable) of the final sale price achieved. This fee becomes due and payable upon the exchange of contracts (or equivalent binding agreement) for the sale of the Property.

### **28. DUE DILIGENCE 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. Where the Agent is managing the Property and the Tenant has a limited right to rent, the Right to Rent Check fee will be payable where a follow up check is required. 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.

The Agent is required to verify the identity of the Landlord and the Landlord agrees to provide proof of identification and relevant information to assist the Agent with due diligence checks. Where there is suspicion or evidence of money laundering or financial sanctions the Agent is required by law to report the Landlord to the appropriate authority.



## 29. RENT ON TIME

For an additional monthly fee the landlord is able to opt in to a guaranteed 'Rent On Time' service that Southernbrook can offer via a third party 'Let Alliance'. This service is subject to Let Alliance terms and conditions and the tenant passing the full reference screening by their platform. This will guarantee monthly rent is paid in full on the agreed due date irrespective if the tenant has made payment and cover all legal expenses in the event of a tenant eviction. Fee information can found on the scale of fees.

## Notice of the 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 Agent's office.
- at the Agent's 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 into.

To exercise the right to cancel, you must inform the Agent at *[Insert address, tel, fax and email]* of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax 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.

----- cut here -----

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

#### **Cancellation Notice to be Included in Notice of the Right to Cancel**

To: \_\_\_\_\_ *[Insert Agent's name, address, fax 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.....



# SCALE OF FEES

| FULLY MANAGED SERVICE                                                                              | FEE                              | FEE INC VAT                     |
|----------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| MONTHLY MANAGEMENT FEE<br>For Example Monthly Rent of £..... the fee would be £..... including VAT | 15%                              | 18%                             |
| RENT ON TIME FEE                                                                                   | Additional 5% of monthly rental  | Additional 6% of monthly rental |
| ARRANGEMENT FEE                                                                                    | £295.00                          | £354.00                         |
| INVENTORY & CHECKOUT FEES                                                                          | See separate scale of fees below |                                 |
| REFERENCING & RIGHT TO RENT CHECKS                                                                 | £195.00                          | £234.00                         |
| DEPOSIT REGISTRATION                                                                               | £40.00                           | £48.00                          |
| LAND REGISTRY SEARCH                                                                               | £25.00                           | £30.00                          |
| GAS SAFETY CERTIFICATE                                                                             | £75.00                           | £90.00                          |
| GAS SAFETY & BOILER SERVICE                                                                        | £90.00                           | £108.00                         |
| ENERGY PERFORMANCE CERTIFICATE                                                                     | £110.00                          | £132.00                         |
| ELECTRICAL SAFETY CERTIFICATE(UP TO 4 BEDS)                                                        | £220.00                          | £264.00                         |
| ELECTRICAL SAFETY CERTIFICATE(5 BEDS +)                                                            | POA                              | POA                             |
| LEGIONELLA RISK ASSESSMENT                                                                         | £110.00                          | £132.00                         |
| WITHDRAWAL FEE                                                                                     | £500.00                          | £600.00                         |
| SOLE AGENCY BREACH                                                                                 | £250.00                          | £300.00                         |

| INVENTORY & CHECKOUT CHARGES<br>(Furnished +£20) | FEE     | FEE INC VAT |
|--------------------------------------------------|---------|-------------|
| UP TO 2 BEDROOMS UN-FURNISHED                    | £125.00 | £150.00     |
| CHECKOUT                                         | £95.00  | £114.00     |
| 3 BEDROOMS UN-FURNISHED                          | £145.00 | £174.00     |
| CHECKOUT                                         | £110.00 | £132.00     |
| 4 BEDROOMS UN-FURNISHED                          | £165.00 | £198.00     |
| CHECKOUT                                         | £130.00 | £156.00     |
| 5 BEDROOMS AND OVER                              | POA     |             |

| ADDITIONAL FEES – as required             | FEE     | FEE INC VAT |
|-------------------------------------------|---------|-------------|
| TENANCY FIXED TERM RENEWAL                | £125.00 | £150.00     |
| ADDITIONAL CLAUSES TO AGREEMENT           | £50.00  | £60.00      |
| ADDITIONAL RIGHT TO RENT CHECK            | £50.00  | £60.00      |
| PREPARE & SUBMIT SINGLE CLAIM DEPOSIT     | £150.00 | £180.00     |
| PREPARE & SUBMIT DISPUTE CASE FOR DEPOSIT | £150.00 | £180.00     |
| PREPARE & SERVE SECTION 8 NOTICE          | £110.00 | £132.00     |
| PREPARE & SERVE SECTION 13 NOTICE         | £50.00  | £60.00      |
| PREPARE & SERVE SECTION 21 NOTICE         | £75.00  | £90.00      |
| ADDITIONAL PROPERTY INSPECTION            | £45.00  | £54.00      |
| ANNUAL RENTAL STATEMENT                   | £45.00  | £50.00      |
| OVERSEAS LANDLORD NRL6 CERTIFICATE        | £90.00  | £108.00     |
| RENT & LEGAL COVER (on top of MM fee)     | POA     | POA         |
| RENT & LEGAL COVER (outside MM fee)       | POA     | POA         |
| KEY CUTTING                               | POA     | POA         |
| POST REDIRECTION                          | POA     | POA         |

[ ] I/we consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).  
See clause 15.5 above. Tick box if this applies.

[ ] I/we agree that my personal contact details and relevant information may be shared with trusted third parties as necessary (the Agent will not share any personal information with third party organisations for marketing purposes).

[ ] I/we confirm that we are the sole/joint owners of the Property.

**Property Address**

**Landlord Details (1)**

Title: Mr / Miss / Ms / Mrs / Other: (please specify) \_\_\_\_\_

Forename: \_\_\_\_\_ Surname: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Landlord Details (2)**

Title: Mr / Miss / Ms / Mrs / Other: (please specify) \_\_\_\_\_

Forename: \_\_\_\_\_ Surname: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Bank details to which rent payments are to be sent:**

Bank Name:.....

Sort Code:.....-.....-..... Account No:.....

Beneficiary:.....

**IMPORTANT NOTICE:** Clients should carefully read and understand the above terms of business before signing

Signed by Landlord 1:..... Date: .....

Signed by Landlord 2:..... Date: .....

Signed by Agent..... Date:.....

**Agent to complete:**

**Proof of Ownership provided:**      **Mortgage Statement / Deeds / Land Registry Title (copies only).**

**Identification:**

**Passport / Driving Licence (copies only).**