

LINLEY & SIMPSON

OUR AGREEMENT

Marketing & Letting your property with
Linley and Simpson Lettings

Head Office:
Address. Linley and Simpson,Helena House, Troy Mills, Troy Road, Horsforth, Leeds, West Yokshire, LS18 5GN

Our Agreement

PERSONAL DETAILS

Property Address		
Landlord 1 Name		
Landlord 1 Address		
Landlord 1 Contact	Home:	Mobile:
	Work:	Email:
Landlord 2 Name		
Landlord 2 Address		
Landlord 2 Contact	Home:	Mobile:
	Work:	Email:
Company Name*		
Correspondence Address		

*Please refer to Terms & Conditions for further information.

CLIENT IDENTITY VERIFICATION

Please supply one of each from the following list for ID verification:	**INSPECTED**	**REQUESTED COPY**	**OBTAINED**
Photo ID Passport/Driving Licence			
Proof of Address Utility Bill or Council Tax Bill			
Proof of Ownership Title Deeds, Correspondence from Mortgage Company / Documents Relating to Ground Rent*			

*Please refer to 'Landlord's Essential Guide' for further information.
Proof of Ownership – Title Deeds, Correspondence from Mortgage Company / Documents Relating to Ground Rent*
Two forms of ID must be provided for all Landlords / legal owners of the Property, in accordance with the Proceeds of Crime Act 2002. Identity must be verified before instruction taken. Inspecting documents is sufficient for instruction but ultimately We must obtain a copy prior to the start of the Tenancy. By signing this Agreement, You agree to such checks being carried out should We deem them appropriate. A charge will be made to obtain a copy of land registry entry if Landlord does not provide proof of ownership.

FINANCIAL SERVICES

As a valued client of Linley and Simpson, you are entitled to a FREE mortgage review with our partner, the Mortgage Advice Bureau.

I would like a Mortgage Advisor to contact me to discuss my requirements: Yes ☐ No ☐

In accordance with the Estate Agents (Provisions of Information) Regulations 1991, we are obliged to inform you that we intend offering to Landlords and prospective Tenants conveyancing, legal products, mortgage and estate agency services and any other special offers that may be available from time to time. As a valued client of Linley and Simpson, you are entitled to a FREE mortgage review and services from our partners Mortgage Advice Bureau, who are authorised and regulated by the Financial Conduct Authority.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

BANK DETAILS

Landlord 1 Account Name		Landlord 2 Account Name	
Account Number		Account Number	
Sort Code		Sort Code	
Bank		Bank	
Address		Address	
Split of Rent to be paid to this account	%	Split of Rent to be paid to this account	

OVERSEAS LANDLORD REGISTRATION (HMRC Non-Resident Landlord Scheme)*

I will be a permanent UK Resident during the Tenancy		I will be a permanent UK Resident during the Tenancy	
I will not be a permanent UK Resident during the Tenancy		I will not be a permanent UK Resident during the Tenancy	
NRL Exemption Number		NRL Exemption Number	
Expiry Date		Expiry Date	

*This section must be completed if You are not a permanent UK resident. Please refer to the Terms & Conditions for further information.

GENERAL INFORMATION

Preferred tenancy start date:		6 Months:		12 Months:		12 months with a 6 month break clause	
Initial marketing price (per calendar month):		Furnished:		Part-Furnished:		Unfurnished	
Type of property:		Bedrooms:		Reception Rooms:		Bathrooms	Approx. year built:

Rental preferences	Yes	No
Students		
Pets		

SERVICE AND FEES

All Fees are inclusive of VAT

Our Core Fees agreed are detailed below:

Fee

Tenancy Arrangement Fee

This is payable in full and will be taken out of the first months rental payment

Letting Only Fee

This fee is payable in full and will taken out of the first months rental payment

*Please see schedule of fees for additional fees

TENANCY DEPOSIT SCHEME

☐ I/We wish for the Agent to hold the security Deposit in accordance with their membership of the Deposit scheme.

*Charges apply as per the Schedule of Fees.

☐ I/We will register the security Deposit within our own Deposit Scheme in accordance with our Deposit Scheme Membership.

COMPLIANCE

A tick is required against each category below, or You can select one of Our Compliance Packages. All are legal requirements to rent out Your Property.

Individual Certificates

Gas Safety Record

(Only required for properties with a Gas supply. If a valid Gas Safety Record is not provided at least seven days prior to a Tenancy commencing, We will arrange for a safety check to be carried out on the Landlord's behalf at the Landlord's expense.)

☐ **I/We will provide a valid Gas Safety Record from a Gas Safe registered Gas Engineer.**

☐ **I/We authorise the Agent to obtain a Gas Safety Record on my/our behalf.** *Charges will apply as per the Schedule of Fees

☐ **There is no gas supply to the Property.**

Electrical Installation Condition Report (EICR)

(This must be provided no less than seven days before the start of the Tenancy.)

☐ **I/We will provide a valid Electrical Installation Condition Report (EICR) from a suitably qualified electrician.**

☐ **I/We authorise the Agent to obtain an Electrical Installation Condition Report (EICR) on my/our behalf.**

*Charges will apply as per the Schedule of Fees

Portable Appliance Test (PAT)

(Appliances within one year of purchase date are not required to be tested. This must be provided no less than seven days before the start of the Tenancy.)

☐ **I/We will provide a valid Portable Appliance Test (PAT) report covering applicable appliances from a suitably qualified electrician.**

☐ **I/We authorise the Agent to obtain a Portable Appliance Test (PAT) on my/our behalf.** *Charges will apply as per the Schedule of Fees

Smoke Alarms & Carbon Monoxide Detectors

(There must be a working smoke alarm on each level of the property and a working carbon monoxide alarm in each room where there is a combustible appliance)

☐ **I/We will arrange for the Smoke & Carbon Monoxide Alarms to be tested prior to the tenancy commencing and provide evidence to the agent.**

☐ **I/We authorise the Agent to test the Smoke & Carbon Monoxide alarms to be tested prior to the commencement of the tenancy on my/our behalf.**

*Charges will apply as per the Schedule of Fees

Legionella Risk Assessment

(If the Landlord does not present a valid Legionella Risk Assessment or instruct Us to obtain one on their behalf, they are agreeing to full liability for non-compliance. HSE regulations can impose fines or imprisonment for non-compliance.)

☐ **I/We will provide a valid Legionella Risk Assessment from a qualified assessor.**

☐ **I/We authorise the Agent to obtain Legionella Risk Assessment on my/our behalf.** *Charges will apply as per the Schedule of Fees

DATA PROTECTION

In order to comply with the Data Protection Act of 2018 and Data Protection, Privacy and Electronic Communications (amendments etv) (EU Exit) regulations 2019 (SI 2019/429), to prevent any unauthorised access to or use of personal data, the Agent has the responsibility to keep the Landlord's personal information and that of any Tenant or Occupier confidential, and will only use the personal information of the Landlord if fees are not paid and the Agent wishes to refer the matter to a Solicitor; or if the Agent is specifically required to divulge the information by law; or pass it to a Government Agency by law; or to comply with any terms of this Agreement. Please refer to Our website for Our Privacy & Cookies Policy which explains the use We make of personal data We receive in the course of Our work including details of how to contact Our Data Protection Officer. You can find this at www.linleyandsimpson.co.uk

Data Protection – Your Obligations

If You send Us personal data about anyone other than yourself You agree that You will ensure You have any appropriate consents and notices in place to enable You to transfer that personal data to Us, and so that We may use it for the purposes for which You provide it to Us. This will enable Us to use it for the purposes You have provided it.

Keeping You Informed

From time to time, We like to send past and present clients information that We think might be of interest to them. That can include bulletins about the state of the market, properties or publicity information about Us and Our services. Please indicate if You are happy to receive such information. You can change Your mind at any time, so if You later want to opt out just let Us know by telling one of Our team when speaking to them, using the unsubscribe option on any email received or emailing Us at comms@lomond.group

Landlord 1		Landlord 2	
I am happy to receive such information		**I am happy** to receive such information	
I do not want to receive such information		**I do not want** to receive such information	

Data Protection in Respect of Anti-Money Laundering Checks

We are subject to the Money Laundering Regulations 2017. An update in these regulations in May 2025 mean all landlords and tenants will be subject to Anti Money Laundering checks. These will be paid for by the landlord, please refer to fee schedule. As a result, we will need to obtain and hold evidence confirming Your identity, proof of Your address and proof of ownership. This will include utility bills and /or land registry and photographic ID. Any personal data We receive from You in respect of Our money laundering checks will only be processed for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with Your express consent. You are informed that We may retain such data for longer than the five year statutory period. If We suspect that a supplier (customer/ client or employee) is committing a money laundering offence as defined by the Proceeds of Crime Act, We will in accordance with Our legal responsibilities disclose the suspicion to the National Crime Agency.

PERSONAL INTEREST

Personal Interest

As per ARLA Guidelines/Consumer Right Act 2015/The Unfair Contract Terms Act 1977, We require You to disclose any personal relationship between yourself or Your relatives and Linley and Simpson or any employee member, so that all Parties to any transaction are aware of possible conflicts of interest.

I am not aware of any such relationship			
I am aware of the following relationship		**(please describe)**	

CONTRACTUAL AGREEMENT

DECLARATION

By signing this Agreement I/We authorise Linley and Simpson to act as my/our Agent in the Letting and/or Management, as indicated in this Agreement, of my/our Property in accordance with the Terms & Conditions stated in the accompanying 'Terms & Conditions', which I/We have received, understand and accept.

I/We also confirm that the information provided by me/us is correct to the best of my/our knowledge and accept that Linley and Simpson cannot be held liable for any incorrect information supplied.

I/We have been informed that the Agent will retain my/our personal details for six years once the business relationship as terminated to comply with the Limitation Act 1980 and also to fulfil any request from HM Revenue & Customs for information which must be provided according to statute.

The fees and charges outlined in this Agreement and in the pertaining Schedule of Fees are subject to review at Our discretion. If these charges are to be adjusted We shall inform You in writing, giving no less than one Months notice, prior to applying the new charges. Please see the Terms & Conditions for further information

Landlord 1 Signature & Print	Landlord 2 Signature & Print	Agent Signature & Print
Sign:	Sign:	Sign:
Print:	Print:	Print:
Date:	Date:	Date:

Terms & Conditions

1. INTRODUCTION

We are pleased to confirm Your kind instructions authorising Us to act as Your Agent in the letting and/or management of Your Property. We trust that any information already provided by Us will be of assistance to You but should mention that such information has been based upon Our knowledge of the market and prevailing market conditions. We should also mention that no structural examination of the Property has been undertaken by Us. Our advice given on the letting price is on the understanding that there are no onerous covenants or conditions attached to the title of the Property and/or any structural defects to the Property which, in either case, could materially affect the letting price.

This Agreement sets out the Terms of the contract between the Landlord and the Agent and details the obligations of each Party to the other. This is a legally binding contract once signed and dated by both Parties. Every effort has been made to use plain language in setting out this Agreement but inevitably there are some legal terms, the definitions of which are set out below. Please read this document carefully and request an explanation of anything You do not understand before signing it.

2. DEFINITIONS

Agent, We, Us, or Our:	"Linley and Simpson" a trading name of Linley and Simpson Limited, our employees or nominated Agents or affiliates, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
Applicant:	The person(s) who is seeking to enter into an Agreement to Rent the Property.
Assured Shorthold Tenancy/AST:	Assured Shorthold Tenancy, is the default legal category of residential Tenancy in England and Wales. It is a form of Assured Tenancy with limited security of tenure which was introduced by the Housing Act 1988.
Calendar Day or Day:	Means any day of the year, including Saturdays, Sundays and Bank Holidays
Communal Parts/Area	A shared area which can be used by all occupiers in the building such as entrance hall, corridors, stairs and lifts.
Consent of the Landlord or his Agent:	Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtains confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Deposit/Security Deposit:	The money held against any loss suffered by You as a result of any failure of the Tenant to fulfil his obligations as set out in the Tenancy Agreement.
Deposit held as Stakeholder:	At the end of the Tenancy, the Landlord and Tenant should jointly agree on the apportionment of any deductions from the Deposit. Any portion in dispute should not be paid over to, or taken by, either Party until and unless mutual Agreement is reached or unless an appropriate third party makes a decision.
Fixtures & Fittings/Contents:	References to Fixtures & Fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and includes anything listed in any Inventory and/or Schedule of Condition as supplied.
Fully Furnished:	Same definition as Furnished below, plus household items and kitchen utensils.
Furnished:	Same definition as Unfurnished below, plus furniture.
Guarantor:	A person who acts as a Guarantor to a Tenant and becomes bound to the Tenancy Agreement, which entitles the Landlord to legally request the Guarantor to pay Rent if the Tenant fails to.
Head or Superior Lease:	Means a Lease (if any) under which the Landlord holds or owns the Property, and which contains the obligations which the Landlord, or his Tenants in turn, may be bound.
Household:	This can be a family, a couple or a single person.
ICO:	The Information Commissioner's Office is the independent regulatory Office in charge of upholding information rights in the interest of the public.
Insured Risks:	The "Insured Risks" refers to insurance against fire and the usual comprehensive risks.
Inventory, Inspection, Checkout, Schedule of Condition:	This refers to any document prepared by the Landlord, the Agent or any Inventory Clerk and provided to the Tenant, detailing the Landlord's fixtures, fittings, furnishings, equipment and the decor and condition of the Property in general. Such a document may subsequently be relied upon at the end of the Tenancy in assessing damage, or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the Tenancy. Any significant mistakes, mis-descriptions or other amendments should be notified to the Landlord or his Agent within five days of receipt of such Inventory. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference. Any Inspection of the Property should not be considered a structural survey and We cannot accept liability for hidden defects or for failure to notice anything concealed from Us. Inspections of the Property will not include any loft space which has not been converted for the Tenants use. Inspections of any cellar, garage or shed will only be completed upon written request from the Landlord.
Joint & Several Liability:	The expression Joint and Several liability means that Jointly the Tenants are liable for the payment of Rent and all liabilities falling upon them during the Tenancy as well as any breach of the Tenancy Agreement, or any extension of it, until all payments have been made in full. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon them as well as any breach of the Tenancy Agreement, or any extension of it, until all payments have been made in full. A maximum of four people can be such Joint Tenants. Where there is more than one Landlord, they will also be Joint and Solely liable for all fees, expenses, costs and Landlords undertakings and agreements as outlined in this Agreement.
Landlord:	The person(s), firm or company named in the 'Our Agreement' form, who at any relevant time own, or have a formal interest in the Property that gives them right to possession of the Property.
Mandatory HMO or HMO:	A house in multiple occupation is a property let to five or more people, from two or more separate Households where the Occupiers share basic amenities.
Masculine & Feminine and Singular & Plural:	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Member:	The Agent who is a Member of the Tenancy Deposit Scheme.
Month/Monthly:	Means a calendar Month.
Office:	Our registered Office address, or principal place of business.
Party/Parties:	All individuals named within this Agreement, which includes the Agent and the Landlord(s).
Property:	The Property specified in the 'You & Your Property' form together including any part of the dwelling-house, gardens paths, driveways, fences, boundaries or other outbuildings, which form part of the let.
Relevant Person:	Means a person who paid the Deposit or any part of it on behalf of a Tenant:
Rent	The income accrued from the Property that is being let.
Scheme:	Means an authorised Tenancy Deposit Protection Scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.
Sharer:	Three or more unrelated people in two or more separate Households sharing a toilet, washing facilities or cooking facilities.
Stakeholder:	Means a person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the Court.
Statutory Time Limit:	Means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
Superior Landlord:	People, or persons, to whom the ownership or interest in the Leasehold Property might revert in the fullness of time, following the expiry of the term of any head, or Superior Lease.
Tenancy Agreement:	The written contract between the Landlord and the Tenant.
Tenancy Deposit Scheme, TDS:	Under the requirements of the Housing Act 2004 all Deposits held under Assured Shorthold Tenancies must be protected and held in

	accordance with a government approved Scheme. We will protect Deposits under the Tenancy Deposit Scheme.
Tenant/Occupant:	The person(s), who at any relevant time are entitled to occupy the Property under the terms of a Tenancy Agreement.
Terms and Conditions, T&C's:	The Agents Terms of Business for Letting and Management Services and its successor in title or assigns which are written from time to time and signed by the Landlord.
The Term or the Tenancy:	References to the term of the Tenancy include any extension or continuation, or any statutory periodic Tenancy which may arise following the end of the period set out in The Principal Terms.
Unfurnished:	An Unfurnished Property normally includes carpets, curtains, light fittings and white goods. The Tenant is expected to bring their own furniture to enable them to occupy the Property.
Utilities:	This includes charges, rates or costs relating to Gas, Electricity, Oil, Council Tax, Telephone and Broadband services.
Water Charges:	This includes charges, rates or costs relating to Water, Sewerage and Environmental services.
Week/Weekly:	Means a full week, i.e., seven full Calendar Days.
Working Day:	Means a day that is not a Saturday or Sunday, nor any day that is a Bank Holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.
You, Your or You're:	The Landlord or the Landlords obligations.

3. SERVICE LEVEL AGREEMENT

LETTING ONLY

It is the Landlords responsibility to carry out any maintenance and repairs to the Property and comply with all statutory requirements (see clause 4). By signing this Agreement, the Landlord indemnifies the Agent from and against all costs, claims, damages and expenses arising because of the Landlord's negligence or failure to comply with the said statutory requirements. Having appointed Us as the Agent upon signing this Agreement, We will provide the following services:

3.1 To complete a market appraisal of the Property to advise the Landlord on the Rent achievable, dependent upon market conditions and the condition of the Property. Furthermore, no liability is taken by the Agent for the market appraisal provided.

3.2 Erect a To Let board at the Property where considered appropriate by Us unless otherwise instructed by the Landlord.

3.3 Market the Property to identify a prospective suitable Tenant.

3.4 Arrange viewings for prospective Tenants.

3.5 Report all offers received and negotiate acceptable terms for the Tenancy with the prospective Tenant.

3.6 The Agent will obtain a holding deposit/reservation fee from the proposed Tenant, equal to no more than one Weeks Rent. This holding deposit/reservation fee must be returned to the Tenant except in circumstances where the Tenant withdraws, fails a Right to Rent check or provides false or misleading information, which the Landlord is reasonably entitled to consider in deciding whether to grant the Tenancy because it materially affects their suitability to rent the Property. The Agent will be entitled to retain any monies in this respect.

3.7 Obtain references for all adult (aged 18+) Tenants on the Landlord's behalf including all Right to Rent checks under the Immigration Act 2014 and the Immigration Act 2016, using a reference agency. The Agent will discuss the results with the Landlord in order to gain approval to proceed with the Tenancy. Copies of the references can be provided on request.

3.8 Right to Rent Checks - It is agreed that the Agent will carry out any initial checks required under the Immigration Act prior to the commencement of the Tenancy and the Agent will be responsible for taking the steps necessary to establish an excuse against a penalty. The Agent's responsibilities for such checks will only be applicable during the initial checks completed prior to the Tenancy commencement at which point the Agent will transfer the status evidence to the Landlord and the responsibility for maintaining immigration status checks will return to the Landlord. This includes checking any additional Occupiers at the Property during the Tenancy or any extension of it to comply with the Right to Rent checks. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.

3.9 Draw up the Tenancy Agreement including any special clauses agreed between both parties.

3.10 The costs for referencing and the preparation of the Tenancy Agreement (or Extension Agreement) will become the responsibility of the Landlord, as per the Schedule of Fees, with the exception of Tenancies that are not governed by the Housing Act 1988. Such charges will be payable upon completion of the new Tenancy. This does not apply where a Tenancy application has been aborted.

3.11 Arrange for the Tenancy Agreement to be signed, either electronically or by 'wet signature', by both the Landlord and the Tenant; or sign the Tenancy Agreement as 'Agent of the Landlord' which means the Landlord is bound legally to all conditions contained therein. By signing this Agreement, the Landlord authorises the Agent to sign the Tenancy Agreement on their behalf unless instructed otherwise. Once the Tenancy Agreement has been executed, all parties are legally bound to the Tenancy.

3.12 An Inventory of the Property's Contents and a Schedule of Condition of the Property will be prepared by Us and charged in addition to the Letting Fee as per the Schedule of Fees. The Inventory includes taking meter readings at the Property, subject to all relevant information being provided by the Landlord and available access to the meters specific to the Property. If We are unable to access and read the meters during the Inventory and You require Us to make an additional visit to locate the meters, this will be subject to a charge as per the Schedule of Fees. If You do not require an Inventory, please notify Us no later than three Working Days before the Tenancy is scheduled to commence.

3.13 Collect first Month's Rent. In the event the Landlord requires Us to act as Stakeholder for the Security Deposit We will collect the Deposit from the Tenant and an annual charge will be applied for registration of the same. Charges apply for this service, as per Our Schedule of Fees. If not required, the Agent will arrange for the Tenant to pay the Deposit direct to the Landlord.

3.14 On receipt of initial Rent payment, deduct fees and forward balance of monies to Landlord by BACS transfer unless otherwise agreed.

3.15 Arrange for the Property to be cleaned if necessary, prior to letting, up to a limit of £150.00 plus VAT to be payable by the Landlord. If the required clean is deemed to exceed this cost, approval will be sought from the Landlord in order to proceed.

3.16 Provide the Tenants with the required details to set up a Monthly standing order, payable by the Tenant(s) direct to the Landlord's account. All subsequent payments after the first Month's Rent are payable direct to the Landlord. Unless it is agreed that the full sum of Rent for the initial term of the Tenancy is paid in advance by the Tenant.

3.17 Extend an existing Tenancy following the expiry of a fixed term Agreement and negotiate a higher Rent where possible, if requested by the Landlord. Fees apply for this service, as per Our Schedule of Fees.

3.18 Provide each named Tenant with a full set of keys including any fobs for the Property. If additional sets need to be cut, and the Landlord does not provide these to the Agent within three Working Days prior to the Tenancy start date, the Agent will arrange for additional sets to be cut as required. The cost will be borne by the Landlord and a fee for arranging this service will apply as per Our Schedule of Fees.

3.19 Provide the Applicant with a copy of the current Gas Safety Record, Electrical Installation Condition Report (EICR), How to Rent Guide and EPC. It is the responsibility of the Landlord to ensure that the Property complies with current legislation and that the Property meets the required minimum standards.

3.20 Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord and provided the relevant instructions have been received from the Landlord.

3.21 Advise it is the Landlord's responsibility to confirm any repairs that are required in writing and to undertake such repairs within 14 Days of written confirmation to the Tenant; or if an improvement notice is served on the Landlord by the local authority, the Landlord will be unable to serve a Section 21 Notice to end the Tenancy for six Months and all works must be carried out.

3.22 Serve the appropriate legal notice to end the Tenancy if instructed to do so by the Landlord, charge applicable as per Schedule of Fees.

3.23 The Landlord will not be entitled to a refund of any fees if the Tenancy Agreement is terminated prior to the end of the initial fixed term.

3.24 Any interest accrued on monies that the Agent holds on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs; and any fees paid by a Tenant will be retained. Full details of fees paid by a Tenant can be obtained from the Agent's website and comply with the Tenant Fee Act

4. THE LANDLORDS UNDERTAKINGS AND AGREEMENTS

4.1 The Landlord is responsible for paying the agreed fees as detailed within the 'Our Agreement' form and those fees detailed within the Schedule of Fees that has been provided. VAT is included at the prevailing rate unless stated otherwise, which may change from time to time. When any person, company or other organisation enters into a binding contract for the occupation of the Property, the following types of introduction will apply;

i. sight of any marketing or advertising material produced by the Agent;
ii. viewings conducted by the Agent;
iii. or by any verbal or written recommendation by the Agent;
iv. by way of an introduction from an existing Occupier through the work of the Landlord or any other agent where this occurs without notice being given to the Agent, which requires seven days notice.

4.2 The Landlord should provide information of any viewers or potential Applicants through a previous agent, as the Landlord may then be liable for two sets of agent fees if that Applicant then lets the Property through Us.

4.3 If another agent is successful in sourcing a suitable Tenant, it is the Landlord's responsibility to notify Us in writing and as long as We have not identified a suitable Tenant, there will be no charge. If a suitable Tenant has been found but the Landlord chooses to let the Property to a Tenant introduced by another agent, the withdrawal fee will become payable, as per Our Schedule of Fees. Unless You instruct us otherwise, this is a Sole Agency Agreement.

4.4 Should the Tenant or Landlord lawfully exercise a release or break clause, Our fee will be payable up to and including the last lawfully due Rent payment and will cease to be applicable thereafter.

4.5 In the event of the Tenant ceasing to pay Rent for whatever reason other than the lawful exercise of a release or break clause the fee due to Us will remain due and payable upon demand.

4.6 No refund of any fees received in advance will be given should the Tenant cease to pay Rent for whatever reason other than the lawful exercise of a release or break clause.

4.7 In the event that the legal title/ownership of the Property changes during the course of the Tenancy, You will remain liable for all fees that would ordinarily be due and payable for the full term of the Tenancy. However, if the new owner is willing to maintain the Terms set out in this Agreement and be liable for the same, this will supersede such liability.

4.8 Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.

4.9 Where there are Joint Owners of the Property, each Landlord is Joint and Severally Liable for all fees, expenses and costs.

4.10 The person instructing the Agent, the Landlord named on this Agreement, is entitled to rent the Property and if they are not the legal owner or not the sole legal owner they have written consent to do so from anyone with beneficial interest. The Landlord confirms they have obtained any necessary consents from all Parties with beneficial interest to the Property and accepts full liability accordingly. If the Landlord is a company, the person signing on behalf of the business must have authority to do so, i.e. the Company Director/Secretary. Proof of authority to sign may be requested if required.

4.11 The Landlord will obtain any necessary consents to let. These include but are not limited to; the Freeholder, Mortgage Lender, Insurer, Management Company, Local Authority and any other interested third party, if applicable. The Landlord confirms they have obtained any necessary consents and accepts full liability accordingly.

4.12 Provide copies of the relevant conditions of the Mortgage Lender, if applicable, to the Agent for inclusion with the Tenancy Agreement. Special conditions cannot be added after the Tenancy Agreement has been signed by the Tenant and/or Landlord/Agent.

4.13 Provide a copy of the Head Lease to attach to the Tenancy Agreement to ensure the Tenant complies with any conditions. The Head Lease must be provided to the Agent prior to the creation of the Tenancy Agreement.

4.14 Provide copies of the relevant sections of the Buildings and Contents insurance policies to ensure the Tenant abides by them.

4.15 If Your insurance states that You need to notify them when Your Property is empty, then it is Your responsibility to do so. It is also Your responsibility to ensure that You undertake any precautions stipulated within Your Buildings and Contents insurance policy, such as preventing frost damage during the winter months if the Property is unoccupied.

4.16 The Landlord will liaise directly with their insurance provider regarding any insurance claims relating to the Property. The Agent cannot act on behalf of the Landlord as a third party.

4.17 The Landlord must provide a residential address that is based in England or Wales, for the purposes of the Tenant serving notice. If no suitable residential address is available, the Tenant will not be obligated to pay Rent. The Landlord must keep Us up to date with correct contact details and residential address details.

4.18 Where applicable, the Landlord will be liable at any time to reimburse any sums which We, acting on Your behalf, are required to repay to the local authority in respect of Housing Benefit/Local Housing Allowance/Universal Credit, received on behalf of the Tenant as a consequence of overpayment, ineligibility, or a fraudulent claim.

4.19 The Landlord will also provide the Agent with relevant keys, fobs, alarm codes and/or access arrangements to the Property for the purpose of viewings. The Landlord will provide the Agent with one set of keys for every named Tenant on the Tenancy Agreement before the start of the Tenancy. If the Agent is instructed to Manage the Property, the Landlord will provide a full set of keys/fobs, which will be held at the Agent's office in case of emergencies and for the purpose of carrying out all Management requirements.

4.20 Not to discriminate against any Applicant, Tenant or any Employee of the Agent. If discrimination occurs the Agent can give immediate written notice to terminate the Agreement.

4.21 Confirm that the Agent may receive interest, commission, fees or discounts from third parties while acting on the Landlord's behalf, which will be retained by the Agent.

4.22 The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.

4.23 Agree that any claim against the Agent will be limited to a maximum of £2,000,000.

4.24 The Landlord must advise the Agent if they will be a resident overseas for more than six months of a year and confirm arrangements regarding the Finance Act 1995. The Landlord must register with HMRC and provide the Agent with the FICO approval number.

4.25 Register the Property address with the Land Registry to protect the Property from being defrauded by another person, i.e. either by them obtaining a mortgage on the Property or by them selling it.

4.26 Comply with all Safety Regulations regarding Electricity, Gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a risk assessment has been carried out for Legionella; and all blinds and curtains comply with current Regulations.

4.27 It is the Landlords responsibility to set up a postal redirection for any mail that may be received at the Property. The Agent is not liable for the collection and forwarding of any mail that has not been redirected.

5. PARKING

5.1 Where a Property has a parking space attached to it, the Landlord will be responsible for supplying the Agent with the parking space number and/or permit and location. The Landlord shall indemnify the Agent from any cost, claims, payments and expenses that arise from supplying the incorrect information.

6. UNUSUAL BOUNDARIES OR CIRCUMSTANCES

7.1 Where a Property has a parking space attached to it, the Landlord will be responsible for supplying the Agent with the parking space number and/or permit and location. The Landlord shall indemnify the Agent from any cost, claims, payments and expenses that arise from supplying the incorrect information.

7. REPAIRS AND STATUTORY OBLIGATIONS

7.1 The landlord accepts all responsibility to carry out any appropriate action to comply with all Statutes and Regulations and to incur the necessary expenditure. If the local authority takes enforcement action against You as the Landlord, We as Your Agent reserve the right to terminate Our Agreement with You and no longer act as Your Agent for the Tenancy or the Property.

7.2 The Agent shall not be held responsible for the non-payment of Council Tax, Rates (if any) or supply of Utilities payable in respect of the Property.

7.3 Payment of contractors invoices are the responsibility of the Landlord.

8. THE DEPOSIT ASSURED SHORTHOLD TENANCY (AST) DEPOSITS

8.1 If a Tenant pays a Deposit in connection with an Assured Shorthold Tenancy (AST), the Deposit must, from the moment it is received, be dealt in accordance with a government

authorised Tenancy Deposit Protection Scheme, as required by law.

8.2 Since 6 April 2007, Landlords and Agents must use one of three approved Tenancy Deposit Protection Schemes by law, Deposit Protection Service (DPS), My Deposits and Tenancy Deposit Scheme (TDS).

8.3 The Landlord/Agent must give the Tenant and any Relevant Person prescribed information about the Deposit and comply with the initial requirements of an authorised Scheme within the Statutory Time Limit.

8.4 If We receive an AST Deposit on Your behalf, We will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on Your behalf, unless You give Us prior written instructions to the contrary.

DEPOSITS PROTECTED BY THE LANDLORD

8.5 If You do not want Us to protect the Assured Shorthold Tenancy Deposit, it will be Your responsibility to protect the Deposit as required by law. You must register the Deposit with an authorised Tenancy Deposit Protection Scheme within 30 Days of the date You receive the Deposit from the Tenant.

8.6 It will be Your responsibility to serve the prescribed information and any other documents required on the Tenant(s) and any Relevant Person, comply with the initial requirements of an authorised Scheme including the Statutory Time Limit and to retain proof of service in case of any future legal proceedings. We will have no liability if You fail to do so.

8.7 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 of the Deposit, if the Landlord (or someone acting on the Landlord's behalf):

i. Fails to give the prescribed information within the Statutory Time Limit; or
ii. Fails to comply with the initial requirements of an authorised Scheme within the Statutory Time Limit; or
iii. Notifies the Tenant or Relevant Person that the Deposit has been protected in a Scheme, but the Tenant or Relevant Person cannot obtain the Scheme's confirmation that the Deposit is protected. Tenants can make an application to a County Court for a penalty award even where the Tenancy has ended, and can do so for up to six years. The Agent has no liability for any loss suffered if the Landlord fails to comply.

8.8 A valid notice seeking possession under Section 21 of the Housing Act 1998 cannot be served on a Tenant whose Deposit is not protected. By law, You may not serve a notice seeking possession under Section 21 of the Housing Act 1988 until You have served the prescribed information. If You have not complied with the initial requirements of an authorised Tenancy Deposit Protection Scheme, You cannot serve a Section 21 notice until You have returned the Deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the Deposit have been disposed of.

8.9 We shall not be liable to You for any loss suffered or cost incurred if You fail to comply with Your obligations to protect the Deposit and give prescribed information. You must pay Us for any loss or inconvenience suffered or cost incurred by Us if You fail to comply with Your obligations.

8.10 It will be the Landlord's responsibility to negotiate deductions from the Deposit at the end of the Tenancy. The Agent will not negotiate on the Landlord's behalf.

DEPOSITS PROTECTED BY Linley and Simpson

8.11 Linley and Simpson is a Member of the Tenancy Deposit Scheme (TDS), which is a government authorised Tenancy Deposit Protection Scheme, administered by: The Dispute Service Limited

West Wing, First Floor, Maylands Building, 200 Maylands Avenue, Hemel Hempstead, Herts HP2 7TG

- phone: 0300 037 1000
- web: www.tenancydepositscheme.com
- email: deposits@tenancydepositscheme.com

8.12 We will hold the Deposit relating to Your Property, under the terms of the Tenancy Deposit Scheme (TDS). We must comply with the rules of the Scheme, and this means that We will not be able to act on Your instructions with regards to the Deposit if those instructions conflict with the Scheme rules. The Scheme rules are available to view and download from www.tenancydepositscheme.com.

8.13 The Agent holds Tenancy Deposits as Stakeholder. This means that We only pay money from the Deposit if:

i. Both Landlord and Tenant (and any Relevant Person) agree; or
ii. The court orders Us to do so; or
iii. The Tenancy Deposit Scheme directs Us to do so.

8.14 We will serve the relevant prescribed information and any other documents required and comply with the initial requirements of the Tenancy Deposit Scheme. We will also retain a copy of the prescribed information and proof of service on the Tenant.

8.15 If You instruct Us to protect the Assured Shorthold Tenancy Deposit a charge will apply upon each new Tenancy completing, as per Our Schedule of Fees.

8.16 A fee will be charged to all Landlords for re-registering the Deposit and the charge will apply upon the anniversary of a Tenancy i.e. applicable when the Tenancy enters its second year and annually thereafter, as per Our Schedule of Fees.

During the Tenancy

8.17 We will hold the Deposit as Stakeholder in Our client account (separate from the money We use to run Our business).

8.18 Interest earned on the Deposit will belong to the person entitled to it under the Tenancy Agreement.

8.19 If the Tenancy Deposit Scheme directs Us to send the Deposit to them, We must do so within 10 Days of receiving their direction. The Scheme will not normally direct Us to send them the Deposit unless there is a dispute about how it is to be paid at the end of the Tenancy.

Where there is no dispute about the Deposit at the end of the Tenancy

8.20 If You instruct Us to register the Deposit with the TDS, We will seek instruction from You in respect of any proposed deductions You intend making from the Deposit, or have already agreed with the Tenant. In any circumstance whereby the Landlord arranges for repairs or maintenance and intends to deduct these costs from the Deposit, such works need to be supported by a professional invoice from an identifiable and qualified (where applicable) tradesperson. The Agent will not be involved in any negotiation between the Landlord and Tenant in respect of the Deposit return.

8.21 Once You and the Tenant have agreed how the Deposit should be allocated, We will ask You both to confirm Your Agreement in writing. We will then pay the Deposit according to what You have agreed, within ten Days of receiving confirmation of agreement from You and the Tenant(s). We cannot pay until We have the Tenant's agreement. If You have Joint Tenants, all of them must agree.

Where there is a dispute about the Deposit at the end of the Tenancy

8.22 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the Tenancy ends.

8.23 A Tenant can ask Us to repay the Deposit at any time after the Tenancy has ended. You must agree to Us releasing promptly any part of the Deposit that does not need to be held back to cover breaches of the Tenancy Agreement. We will take Your instructions at the time regarding the amount to be withheld.

8.24 If the Tenant asks Us to repay some or all of the Deposit, and We do not do so within ten Days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct Us to pay the disputed amount to the Scheme. We have ten Days, from and including the date We receive the Scheme's direction, to send in the money.

8.25 If We protect a Deposit with the Scheme on Your behalf, You hereby authorise Us to pay to the Scheme as much of the Deposit as the Scheme requires Us to send. We will contact You to keep You informed, but We will not need to seek Your further authority to send the money to the Scheme.

8.26 The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. 'Alternative' in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to Landlords or Tenants for using the alternative dispute resolution service if it relates to an AST.

8.27 If the Tenant's claim is referred for alternative dispute resolution, You will be invited to accept or contest the claim. You must notify the Scheme whether You agree to submit the dispute for alternative dispute resolution within ten Working Days from (but not including) the date of the Scheme's communication to You. If You do not respond to the Scheme by the deadline, You will be treated as having given Your consent to alternative dispute resolution.

8.28 Agents and Landlords are permitted to refer a dispute about a Deposit to the Tenancy Deposit Scheme. If You refer a Deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are Joint Tenants, all the Joint Tenants must agree. A Tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the Tenant (or all Joint Tenants) do not agree to alternative dispute resolution, and do not agree to the Deposit deduction(s) You claim, You will need to begin court proceedings if You wish to pursue Your claim.

8.29 If the Parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

8.30 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within ten Days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between You and the Tenant(s).

8.31 If You order any work to be done at the Property before a dispute has been resolved, You do so at Your own risk. There is no guarantee, if You incur expense, that a dispute will ultimately be resolved in Your favour.

Consent to Use Personal Information

8.32 When You agree to use Our services, You agree that We may use information You give Us, including information about Yourself, for the purposes of performing Our obligations to You.

8.33 You agree that We may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact You from time to time to ask You to participate in surveys. If at any time You do not want the Scheme to contact You for that purpose, You should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

Our Duty to Provide Correct and Complete Information

8.34 When You agree to use Our services, You guarantee that all the information You provide to Us is complete and correct to the best of Your knowledge and belief. You agree to inform Us immediately if it comes to Your attention that any information was incorrect.

8.35 If We suffer any loss or incur any cost because information You have given Us is or was incomplete and/or incorrect, You agree to pay Us the amount necessary to put Us in the position We would have been in if the information had been complete and correct. This clause does not relieve Us of Our own obligation to use reasonable skill and care in providing Our services to You, or to take reasonable steps to keep Our losses and costs to a minimum once We realise that there is a problem.

Where the Tenancy is not an AST

8.36 The Deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to You as Our client, because We are a Member of the Scheme.

8.37 If a dispute arises You, We or the Tenant will contact the Scheme. Then:

i. the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
ii. You, We and the Tenants must consent in writing to the proposed method if We all want to proceed (if We don't, the options are to negotiate or litigate);
iii. the Parties will have to pay a fee of £600.00 inclusive of VAT (or such other minimum fee as the Scheme may set from time to time) or 12% of the Deposit inclusive of VAT, whichever is the larger amount.

8.38 The Scheme will not start the dispute resolution process until all Parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed Deposit to the Scheme.

Joint Landlords

8.39 If there is more than one Landlord, any of You will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more Joint Landlords for acting on the instructions of any other Joint Landlord. TDS does not accept directions from Joint Landlords to deal only with instructions agreed unanimously by Joint Landlords. If You want all decisions to be made Jointly this is something that should be agreed between the Landlords. It will then be a matter for the Landlords to resolve among themselves if one or more has not complied with that agreement.

9. VAT

9.1 The Agent trades as a Limited Company registered at Companies House at 70 St. Marys Axe, London, EC3 8BE. The VAT number is 213 4492 31. All fees and charges include VAT at the current rate.

10. SHORTFALL

10.1 Sufficient funds must exist in the Landlord's account at the time of a Tenancy completing to discharge outstanding fees and costs in full. In circumstances where there are insufficient funds, the Agent will be unable to complete the Tenancy until such time that the shortfall has been met.

11. PAYMENT OF RENT IN ADVANCE

11.1 Where a Tenant pays all Rent in advance on the commencement of the Tenancy, the Agent will hold such Rent and forward it to the Landlord in equal Monthly instalments as it falls due. The full amount can be released to the Landlord on commencement of the Tenancy only in circumstances where the Landlord supplies to the Agent an up to date mortgage statement confirming there are no mortgage arrears. In such circumstances the Agent will retain a minimum reserve of one Month's Rent.

12. TERMINATION OF INSTRUCTIONS

12.1 This Agreement may be terminated prior to the introduction of a suitable Tenant by either Party giving to the other not less than seven days' notice in writing. However, where the Agent has introduced a suitable Tenant and the Landlord refuses to allow the Tenancy to proceed, thus causing a failed tenancy start, the Landlord will be liable to pay a withdrawal fee, as per Our Schedule of Fees.

12.2 This Agreement may be terminated if one Party breaches the contract and does not remedy the breach within 30 days of notification.

12.3 The Agent reserves the right to terminate the contract with immediate effect if the Landlord discriminates in any way; or breaches statute and the Agent cannot continue to be instructed; or if the Landlord is in material breach of any part of this contract and the Agent cannot continue to act.

12.4 Lomond maintains a zero-tolerance policy on harassment, including but not limited to, sexual harassment, bullying, intimidation, or any other form of abusive or offensive behaviour towards our employees, workers, or contractors. This applies to any interaction or communication, whether in person, over the phone, via email, or through any other form of contact. Lomond reserves the right to take appropriate action where it is found that there is violation of this policy.

13. COOLING OFF PERIOD

13.1 You have the right to validly serve Us a notice or cancellation within 14 Days of signing this Agreement, known as the 'Cooling Off Period'. Such right is only applicable if the Agreement is made in Your home or place of work in the presence or one of Our Employees. This right does not apply if You sign the Agreement in any of Our Offices. If We introduce a Tenant (directly or indirectly before the end of the Cooling Off Period and You have within the Cooling Off Period exercised Your right to cancel this Agreement, You will be liable to pay Our agreed letting fee in the event that the introduced Tenant subsequently completes the Tenancy **If You are unable to sign the Agreement in any of Our Offices and You wish for Linley and Simpson to start marketing Your Property immediately, it is essential that You complete the 'You & Your Property' form and sign the final section 'Contractual Agreement/Waiver: Immediate Performance Request'.**

14. STATUTORY OBLIGATIONS OF THE LANDLORD WHEN LETTING RESIDENTIAL PROPERTY

14.1 The Landlord hereby warrants to the Agent that the Property, Furniture, Furnishings and Appliances comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it, in particular;

i. The Furniture, Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishing (Fire) (Safety) (Amendment) Regulations 1989 and 1993
ii. the Regulatory Reform (Fire Safety) Order 2005 (as amended)
iii. The Gas Safety (Installation and Use) Regulations 1998
iv. Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
v. Solid Fuel Burning Appliances Building Regulations
vi. The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
vii. The Electrical Equipment (Safety) Regulations 2016
viii. The Plug and Socket etc. (Safety) Regulations 1994
ix. Legionnaires Disease Risk Assessment under Control of Substances Hazardous to Health Regulations 2002
x. Internal Window Blinds and Curtain Fittings 2014
xi. Fixed Glass Panels Building Regulations 1991
xii. The General Products Safety Regulation 2005
xiii. All other relevant legislation either current or in the future as applicable to the letting of Residential Property

14.2 The intention of the Housing Health and Safety Rating System ("HHSRS") is to ensure that Owners maintain their Properties in a safe manner, which means they must be free from hazards that may affect the Occupier's health and/or safety. The Environmental Health Officer if called to a Property will review the Property to ensure there is no risk of any hazard to the Tenant and if necessary take enforcement action by serving the relevant notice on an owner. The 29 HHSRS hazards are: Damp and mould growth; Excess cold; Excess heat; Asbestos and Manufactured Mineral Fibres; Biocides; Carbon monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile organic compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, pests and refuse; Food safety; Sanitation and drainage problems; Water supply; Falls associated with baths; Falls on level surfaces; Falls associated with stairs and ramps; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces and materials; Collision and entrapment; Explosions; Ergonomics; and Structural collapse and falling elements. Owners are obliged to comply with the terms of improvement notices or prohibition orders, which are subject to rights of appeal. If the Agent is instructed to Manage the Property, the Landlord must ensure that adequate funds are available to comply with any notice or order. If an improvement notice is served on the Landlord; then the Landlord is unable to serve a Section 21 Notice for six Months and all work specified in the notice must be completed.

14.3 Under The Homes (Fitness for Human Habitation) Act 2018, Landlords and Agents acting on their behalf must ensure properties, including common parts where they have an estate or interest, are fit for human habitation at the beginning and throughout the duration of a Tenancy. Tenants will now be able to take direct legal action if their Agent or Landlord does not comply with the Act. A property unfit for human habitation is 'so far defective in one or more of those matters that it is not reasonably suitable for occupation in that condition.' 'Matters' refers to: Repair; Stability; Freedom from damp; Internal arrangement; Natural lighting; Facilities for preparation and cooking of food; Water supply; Drainage and sanitary conveniences; Ventilation; and facilities for the disposal of waste water. The Housing Act 2004 defines a 'hazard' as 'any risk of harm to the health or safety of an actual occupier of a dwelling or HMO which arises from a deficiency in the dwelling or HMO'. The hazards used in the Homes Act, are the 29 as listed in the Housing Health and Safety Rating System (HHSRS). The Landlord hereby warrants to the Agent that any hazards that are identified must be remedied before the Tenancy begins. If the Agent is instructed to Manage the Property, the Landlord must ensure that adequate funds are available to comply with remedying a hazard.

14.4 Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, as of 1 October 2008 Energy Performance Certificates (EPC's) are mandatory requirements when letting residential property and remain valid for ten years. A copy of the certificate must be provided to the Agent or, alternatively, You can authorise the Agent to obtain an Energy Performance Certificate on Your behalf, at an additional cost, as per Our Schedule of Fees. Please let Us know if You would like Us to arrange this for You, except in the case of listed buildings which are exempt. The Agent is also required to be satisfied and have tangible evidence that an EPC has been ordered before marketing can commence. By signing this Agreement, You agree to the provision of an EPC. Under revised legislation, as of 1 April 2018, it will be unlawful for a Landlord to grant a new Tenancy of a Property with an Energy Performance Certificate rating below the minimum required standard. The Minimum Energy Efficiency Standards will apply where the EPC shows a rating of F or G and works must be carried out up to a minimum E rating unless an exemption applies and is registered. A Landlord with a sub-rated Property will be expected to install all energy efficiency improvements prior to the Property being Tenanted.

15. TAXATION & NON UK RESIDENT OVERSEAS – S.78 TAXES MANAGEMENT ACT 1970

15.1 Any person or organisation receiving income from a Property situated in the UK may be liable for tax on that income, whether or not his normal place of abode is inside or outside the UK and is required to disclose such income to HMRC and keep all records for up to six years.

15.2 Where a Landlord is resident outside the UK or taxed as such, the Agent shall be entitled to retain from rental income the amount of any tax due or likely or estimated to be due to the Inland Revenue if required by them. The Landlord indemnifies the Agent against all payments of tax, interest thereon, or penalties levied on or made by the Agent and shall pay to the Agent any shortfall of such monies together with interest thereon at 3% above Bank of England lending rate in force on a daily basis from the date of payment by the Agent until reimbursement in full. Should the Landlord fail to apply for an Exemption Approval Number, (referred to as a HMRC approval Number) from the HMRC via NRL1 Form, the Agent shall be entitled to a quarterly fee in consideration of the additional administration and costs incurred in processing the accounts. The Landlord must notify Us immediately if their residency status changes at any time during the Tenancy or extension of Tenancy and provide Us with a residential address in England or Wales.

15.3 As the Agent, We have registered with the HMRC and Our registration number is: NA022230. You can obtain the relevant form online at: www.gov.uk/tax-uk-income-live-abroad/rent.

16. SELECTIVE LICENSING

16.1 The Landlord is responsible in ensuring that Selective Licensing Legislation is complied with. However, where a Managing Agent is instructed by the Landlord and is collecting Rent on their behalf, the Agent must ensure that the legislation is observed. The Landlord is required to provide a copy of the existing licence to the Agent.

16.2 The Agent should check that their client has a licence, or has at least applied for one, unless the Agent is to be the licence holder. In this instance, the licence will be held in the company name of the Agent. Otherwise, as "Person having control" the Agent commits the offence of operating an unlicensed Property and could face a fine of up to £30,000.00.

16.3 If a Property is not licensed when it should be, it is a criminal offence and the "Person having control" and the "Person Managing" can both be prosecuted.

16.4 In the event a Landlord has said a licence is in place and it is subsequently found that it isn't, the Agent under the Terms & Conditions of this relationship is given the irrevocable right to obtain a licence a minimum of seven Days before the commencement of a Tenancy, at the Landlord's cost.

17. MANDATORY HMO LICENSING

17.1 A Property will require a HMO licence if the Property is let to a group of five or more individuals forming more than one Household.

17.2 If the Property is a HMO it is the Landlord's responsibility to obtain the licence and provide a copy of the licence to the Agent.

17.3 The Landlord is responsible for ensuring that the Property is compliant with the Article 4 Change Of Use Direction where applicable. This is a planning matter which may require local authority approval to change the use from Class C3 (dwelling house) to Class C4 (HMO). If the Landlord is unsure please seek direction from the local planning office.

17.4 The Agent should check that the Landlord has a licence, or has at least applied for one, unless the Agent is to be the licence holder. In this instance, the licence will be held in the company name of the Agent. Otherwise, as "Person having control" the Agent commits the offence of operating an unlicensed Property and could face a fine of up to £30,000.00.

17.5 In the event a Landlord has said a licence is in place and it is subsequently found that it is not, the Agent under the Terms & Conditions of this relationship, is given the irrevocable right to obtain a licence on their behalf. The process to obtain a licence will commence within seven Days before the commencement of a new Tenancy and will be entirely at the

Landlord's cost, to include the licence fee and any administration costs incurred by the Agent in applying for the licence.

17.6 The Landlord is responsible in ensuring that HMO Licensing Legislation is complied with. However, where a Managing Agent is instructed by the Landlord and is collecting Rent on their behalf, the Agent must ensure that the legislation is observed.

17.7 The Landlord and the Agent (if instructed by the Landlord to act as the Managing Agent) will be required to ensure that minimum sleeping room sizes are observed;

i. Rooms used for sleeping by one person over ten years old will have to be a minimum of 6.51 square metres.
ii. Rooms used for sleeping by two people over ten years old will have to be a minimum of 10.22 square metres.
iii. Rooms slept in by a child under ten years old will have to be a minimum 4.64 square metres.

17.8 If a Property is not licensed when it should be, it is a criminal offence and the "Person having control" and the "Person Managing" can both be prosecuted.

17.9 Conditions and all other relevant legislation in respect of HMO Licensing, either current or in the future, will apply and are subject to change.

18. CONFIRMATION OF INSTRUCTIONS

18.1 Any and all instructions to the Agent regarding the service or the Tenancy must be given in writing (letter or email). Sufficient time must be given for the instructions to be fulfilled and failure to do so will not render the Agent negligent. Instructions received at Weekends or Bank Holidays may only be actioned on the next Working Day.

18.2 No variation to these Terms will be effective unless agreed by Us in writing.

19. LIABILITY OF THE AGENT

19.1 Unless caused by the Agent's negligence, no liability shall be attached to the Agent for any loss, injury, damage, legal or other expenses sustained as a result of:

i. The client's failure to provide accurately all information reasonably required for the Agent to undertake the service.
ii. Any forecast by the Agent of likely income or expenditure.
iii. Failure to identify any defect in the Property or its fixtures, fittings and furnishings.
iv. Instructing a contractor on behalf of the Landlord and the contractors performance.
v. The act, omission or insolvency of any person other than the Agent.
vi. Any failure of the Tenant to pay the Rent or comply with the terms of the Tenancy Agreement.
vii. Any failure of the Landlord to undertake their responsibilities stipulated by their Buildings and Contents insurance when the Property is unoccupied.

19.2 The Landlord shall indemnify the Agent in respect of any claims made by another or third party for any loss, injury, damage or legal or other expenses referred to above by including Public Liability Cover in their insurance.

19.3 The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. The Agent is not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of the Agent or their Employees.

19.4 The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual Director, Partner, Consultant, Employee of the Agent even where any of those persons has been negligent. This restriction will not operate to omissions of any of their Partners, Consultants, Employees or Agents.

The Agent can not be held responsible for the performance of the contract by the Tenant.

20. COPYRIGHT

20.1 The Agent retains the copyright of all photographs and details prepared in the letting of Your home. They cannot be reproduced or used for alternative marketing without express permission.

21. THIRD PARTY MARKETING

21.1 The Agent reserves the right to use all marketing/online portals available to them at the time of marketing Your Property. From time to time, this may involve the use of a third party. As a result, the Agent cannot always control the existence of an online 'historical' presence or webpage once the Property has been let or withdrawn. However, every effort is made to minimise access to such material.

22. CLIENT IDENTIFICATION

22.1 Under the provisions of the Proceeds of Crime Act 2002 it is a legal requirement that the Agent must be able to identify their client. Therefore, all private Landlords/ legal owners of the Property are required to furnish the Agent with a copy of their Passport or EU photo Driving Licence and proof of address, to be held on file in accordance with the Data Protection Act of 2018 and Data Protection, Privacy and Electronic Communications (amendments etv) (EU Exit) regulations 2019 (SI 2019/429). Where there are Joint Landlords, a copy of the relevant identification for each Landlord will be required. Where the Landlord is a Company, at least two Directors or a Director and Company Secretary must furnish Us with relevant identification.

23. DATA PROTECTION ACT

23.1 In order to comply with the Data Protection Act of 2018, UK General Data Protection Regulation (UK GDPR) and The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/429), to prevent any unauthorised access to or use of personal data, the Agent has the responsibility to keep the Landlord's personal information and that of any Tenant or Occupier confidential, and will only use the personal information of the Landlord if fees are not paid and the Agent wishes to refer the matter to a Solicitor; or if the Agent is specifically required to divulge the information by law; or pass it to a Government Agency by law; or to comply with any terms of this Agreement. Please refer to Our website for Our Privacy and Cookies Policy which explains the use We make of personal data We receive in the course of Our work including details of how to contact Our Data Protection Officer. You can find this at www.linleyandsimpson.co.uk

23.2 Your Obligations - If You send Us personal data about anyone other than Yourself You agree that You will ensure You have any appropriate consents and notices in place to enable You to transfer that personal data to Us, and so that We may use it for the purposes for which You provide it to Us.

23.3 As the Landlord will be in direct contact with the Tenant for Management of the Tenancy, the Landlord is required to register with the ICO as they will be deemed a data handler.

24. CLIENTS' MONEY

24.1 Clients' money is held in a client account the details of which can be obtained from any of Our Offices. Monies in this account can include but is not limited to Tenant's Deposits and Rent instalments paid in advance.

24.2 Any interest accrued on monies that the Agent holds on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs; and any fees paid by a Tenant will be retained. Full details of fees paid by a Tenant can be obtained rom the Agent's website.

24.3 As per The Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme) Regulations 2019, from 1 April 2019, all Property Agents in England holding client money must belong to a government-approved Client Money Protection Scheme. Linley and Simpson is a member of the government-approved Client Protection Scheme Propertymark (propertymark.co.uk/working-in-theindustry/memberrequirements/client-money-protection). A copy of the certificate confirming our Membership can be provided upon request, free of charge.

25. SALE OF PROPERTY

25.1 A sales fee will be charged if a tenant, connected person or someone we've introduced purchases your property. This fee will be based on the price achieved and may include discussing the sales price, agreeing the purchase price and moving the sale along.

26. WAIVER

26.1 No actions performed by either the Landlord or the Agent shall prevent the other subsequently insisting upon his rights and remedies under this Agreement.

27. ARBITRATION

27.1 Any dispute between Landlord and Agent arising out of this Agreement may be referred by either or both Parties to a sole arbitrator to be agreed between the Landlord and Agent.

28. CHANGES TO THESE TERMS AND CONDITIONS

28.1 The Agent may alter these Terms & Conditions at any time in writing. They will be binding on all Landlords following one Month's written notice. If the amendments are due to statutory changes, they will take effect immediately upon written notification.

28.2 All fees and charges stated in the 'You & Your Property' form, 'Our Agreement' form, 'Terms & Conditions' and the pertaining 'Schedule of Fees' are subject to review at Our discretion. If these charges are to be adjusted, We shall notify You in writing, effective within one Month's notice.

28.3 The Agent reserves the right to assign the Terms of the contract and/or obligations under these Terms & Conditions upon giving the Landlord written notice, which will be effective immediately.

28.4 The Agent will not accept any alterations to these Terms & Conditions unless agreed by Us in writing prior to the commencement of the contract, a copy of which to be annexed to these Terms & Conditions.

29. CODES OF PRACTICE

29.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it. The Agent complies with all laws relating to the Letting and Management of Residential Property and in particular to the Data Protection Act of 2018 and Data Protection, UK General Data Protection Regulation (UK GDPR), Privacy and Electronic Communications (amendments etv) (EU Exit) regulations 2019 (SI 2019/429), Unfair Terms in Consumer Contracts Regulations 1999, the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Business Protection from Misleading Marketing Regulations 2008 (BPRs), Energy Act 2011 (Green Deal), Landlord and Tenant Act 1985, Housing Act 2004 (Tenancy Deposits) and all other current and relevant primary and secondary legislation.

29.2 The Agent and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008. Statements must be factually correct in all communications and the Agent must not give a potential Tenant the wrong impression about the Property to be Let. Prior to marketing the Landlord should disclose to the Agent any material information that might affect a prospective Tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. The Agent is required under the above Regulations to disclose this information to interested parties.

29.3 Under the Unfair Terms in Consumer Contracts Regulations 1994 We are legally required to ensure that Our standard Terms are fully understood and acceptable. If You do not understand or do not wish to accept any of Our Terms, please tell Us and We will be pleased to discuss them with You. By signing the 'Our Agreement' form and these 'Terms & Conditions', You acknowledge and accept Our Terms and agree to be bound by the conditions outlined within them.

29.4 The Agent is a member of ARLA Propertymark and adheres to the Codes of Practice.

30. COMPLAINTS/REDRESS

30.1 A copy of Our complaints procedure is available online. The Agent is a Member of The Property Ombudsman Redress (TPO) Scheme (www.tpos.co.uk) and subscribes to the TPO Code of Practice.

31. SCHEDULE OF FEES – All fees are inclusive of VAT

LANDLORD FEES		
Let Only – All Fees payable upfront		
Marketing Fee	£60 (net £50)	
Letting Fee	90% of the first months rent (net 75%) with a minimum fee of £720 (£600+vat)	
Inventory and Deposit Administration Fee	£210 (£175+vat)	
Withdrawal Fee	Full Letting Fee	
Compliance Checks and Certificates		
Gas Safety Record	£102 - £114 (net £85 - £95)	
Gas appliance servicing	£72 - £84 (net £60 - £70) per appliance	
Smoke Alarms & Carbon Monoxide Compliance Check	£36 - £48 (net £30 - £40)	
Heating and Hot Water Annual Servicing	£144 (net £120)	
Electrical Installation Condition Report (EICR)	£240 - £264 (net £200 - £220)	
Portable Appliance Test (PAT)	£48 - £60 (net £40 - £50)	
Legionella Risk Assessment	£90 - £102 (net £75 - £85)	
Energy Performance Certificate (EPC)	Up to 3 Bedrooms or (100m2) £111.16 (£93 net) Up to 4 Bedrooms or 150m2 £123.60 (£103 net) Up to 5 Bedrooms or 200m2 £147.60 (£123 net) Over 5 Beds/200m2 POA	
Checkout		
Studio or 1 bedroom	£144 (net £120)	£144 (net £120)
Additional Fee per bedroom	£12 (net £10)	£12 (net £10)
Misc		
Overseeing Major Building or Refurbishment Work (Please note: Linley and Simpson employees are NOT qualified / trained Project Managers. (This service is only available on Managed properties.)	12% (net 10%) of total cost of works	
Sales commission if tenant purchases property	To be agreed between parties	
Additional reference request in addition to providers standard criteria	£24 (net £20)	
Additional Keys	£30 (net £25)	
AML Fees		
Landlord Check	£10 (£8.33 net) per person	
Tenant Check	£10 (£8.33 net) per person	

Proof of Ownership	£7 (£5.83 net)

CONTRACTUAL AGREEMENT

DECLARATION

By signing this Agreement I/We authorise Linley and Simpson to act as my/our Agent in the Letting and/or Management as indicated in this Agreement of my/our Property and in accordance with these Terms & Conditions, which I/We have received, understand and accept. I/We also confirm that the information provided by me/us is correct to the best of my/our knowledge and accept that Linley and Simpson cannot be held liable for any incorrect information supplied.
I/We have been informed that the Agent will retain my/our personal details for six years once the business relationship as terminated to comply with the Limitation Act 1980 and also to fulfil any request from HM Revenue & Customs for information which must be provided according to statute.

Landlord 1 Signature & Print	Landlord 2 Signature & Print	Agent Signature & Print
Sign:	Sign:	Sign:
Print:	Print:	Print:
Date:	Date:	Date:

CANCELLATION NOTICE

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

To: (name, address and email address of person concerned):

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business signed on:		
Name(s):		
Address:		
Signature(s):		
Initials:		
Date:		