



Agency Agreement

This Agreement is made between the Landlord of the Property (as named at the end of this Agreement) and M&B Residential Lettings Limited who agree to act as agent for the Landlord 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.

STANDARD MANAGEMENT SERVICE M&B Residential Lettings Limited provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents for the period of the tenancy and a set-up fee will be payable upon successful signing of the tenancy.

The Standard Management Service includes:

1. Advising as to the likely rental income.
2. Advertising and generally marketing the Property.
3. Interviewing prospective Tenants and taking up full references including bank reference and employer or previous Landlord character reference. Where necessary, additional security would be requested by means of a Guarantor. In the case of a company, a full bank reference would be taken.
4. Preparing the Tenancy Agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and renewing the agreement where necessary at the end of the Tenancy term.
5. Liaising with a Landlord's mortgagees where necessary with regard to references and Tenancy Agreement.
6. Taking a deposit from the Tenant, dealing with this deposit under the requirements of Tenancy Deposit Scheme until the end of the Tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the Tenant and the tenancy deposit scheme provider – an additional fee will be due if a dispute is raised and passed onto an adjudicator.
7. Collecting the Rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord via e-mail.
8. Arranging with service companies (principally electricity gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each Tenancy.
9. Regular inspections of the Property are carried out on a quarterly basis. Responsibility for and management of 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. Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
11. Making payments on behalf of the Landlord from rents received for costs in managing the Property.
12. Carrying out a full property inspection and inventory check at the end of the Tenancy and, if necessary, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear prior to releasing the Deposit.
13. Forwarding Landlord's mail.

Additional items and other expenses will be charged according to the scale of fees defined below.

Scale of Fees

Fully Managed Service

Standard Management Fee	18% Inc VAT
Tenancy Set-up Fee	£600.00 Inc VAT
Tenancy Renewal	£120.00 Inc VAT
Annual Accounts	£60.00 Inc VAT
Duplication of Statements	£6.00 Inc VAT
Removal of Property once marketing has commenced	£96.00 Inc VAT
Repayment of Referencing costs due to Landlord withdrawing from applicant (if applicable)	£190.00 Inc VAT (single applicant or £288.00 Inc VAT (double applicant))
Redirection of mail overseas	Cost of postage
Purchase of Property by Tenant(s)	1.8% Inc VAT of purchase price
HMRC – Non-residential Landlords Tax	Accountancy professionally fee's
Court Attendance	£60.00 per hour Inc VAT
Preparation of documents for Damage Deposit dispute	£180.00 Inc VAT

Let Only Service

Tenancy Set-up Fee	£600.00 Inc VAT
Obtaining estimates and supervision of major works -	10% plus VAT of cost of work over £500.00
Tenancy Deposit Protection cover	£60.00 Inc VAT
Duplication & testing of extra keys	£12.00 Inc VAT
Issuing Notice's	£120.00 Inc VAT
Arranging gas safety check	£18.00 Inc VAT
One off Inspection Visit	£150.00 Inc VAT
Outgoing Inventory	£360.00 Inc VAT
Take over Management of property	£180.00 Inc VAT
Rent Collection	9.6% Inc VAT
Removal of Property once marketing has commenced	£96.00 Inc VAT
Repayment of Referencing costs due to Landlord withdrawing from applicant (if applicable)	£190.00 Inc VAT (single applicant or £288.00 Inc VAT (double applicant))
Purchase of Property by Tenant(s)	1.8% Inc VAT of purchase price
Court Attendance	£60.00 per hour Inc VAT

Terms of Business

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. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in items 1-13 of the Standard Management Service – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued.

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. REASONABLE COSTS AND EXPENSES:

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

4. MAINTENANCE:

4.1 The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (UK landlords: £200, overseas landlords: £300, excluding VAT if applicable) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property (although the administration of major works or refurbishment will incur an additional charge - see Scale of Fees above). 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

4.2 For expenditure in excess of the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance 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.

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 and Corporation Taxes Act 1988 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 in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords should be aware that where a property is empty, let as 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. If a Tenant vacates the property early, they shall receive, at the discretion of the relevant Council Tax department, any allowance for an unoccupied and unfurnished property. M&B Residential Lettings shall not be held liable for any costs incurred to the landlord.

7. SERVICES:

The Agent will take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the

Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property. The standard inventory 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 without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

9. TENANCY AGREEMENT:

The Standard Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. 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 agreement(s) on behalf of the Landlord.

10. NOTICES:

The Agent will, as necessary, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property, or the timely return of the Deposit at the end of the tenancy.

11. RESERVATION FEES:

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

12. TENANCY DEPOSITS:

12.1 Assured Shorthold Tenancy Deposits 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 with in accordance with a government-authorised tenancy deposit protection scheme.

The Landlord 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.

The Agent is a member of the Tenancy Deposit Scheme, which is a government authorised tenancy deposit protection scheme, administered by The Dispute Service Limited, 1 The Progression Centre, 42 Mark Road, Hemel Hempstead HP2 7DW

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

If the Agent receives an AST Deposit on behalf of the Landlord, the Agent will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on the Landlord's behalf, unless the Landlord gives the Agent prior written instructions to the contrary before the Agent receives the Deposit.

If the Landlord does not want the Agent to protect the Deposit on his behalf, it will be the Landlord's responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a Tenant whose Deposit is not protected. **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**, if the Landlord (or someone acting on the Landlord's behalf):

- (a) fails to give prescribed information within the Statutory Time Limit; or
- (b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- (c) 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.

If the Landlord does not give the Agent written instructions that he wants to make his own arrangements for deposit protection, the Agent will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. The Agent must comply with the rules of the Scheme, and this means that the Agent will not be able to act on the Landlord's instructions with regard to the Deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view and download from www.tenancydepositscheme.com. A very important point for the Landlord to bear in mind is that the Agent must hold the Deposit as "Stakeholder". This means that the Agent can only pay money from the Deposit if:

- (a) both Landlord and Tenant (and any Relevant Person) agree; or
- (b) the court orders the Agent to do so; or
- (c) the Tenancy Deposit Scheme directs the Agent to do so.

During the tenancy

1. The Agent will hold the Deposit as Stakeholder in a client account (separate from the money we use to run our business).
2. Interest earned on the Deposit will belong to the person entitled to it under the tenancy agreement.
3. If the Tenancy Deposit Scheme directs the Agent to send the Deposit to them, the Agent must do that within 10 days of receiving their direction. The Scheme will not normally direct the Agent 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

1. At the end of an AST the Agent will liaise with the Landlord to ascertain what (if any) deductions the Landlord proposes to make from the Deposit, or have already agreed with the Tenant. [The Agent will help the Landlord to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on the Landlord's behalf in accordance with instructions].
2. Once the Landlord and the Tenant have agreed how the Deposit should be allocated, the Agent will ask the Landlord and the Tenant both to confirm their agreement in writing. The Agent will then pay the Deposit according to what has been agreed, within 10 days of receiving confirmation of agreement from the Landlord and the Tenant(s). The Agent cannot pay the Deposit until he has the Tenant's agreement. If there are joint tenants, all of them must agree.

Where there IS a dispute about the Deposit at the end of the tenancy

1. The Landlord must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
2. A Tenant can ask the Agent to repay the Deposit at any time after the tenancy has ended. The Landlord must agree to the Agent releasing promptly any part of the Deposit that does not need to be held back to cover breaches of the tenancy agreement. The Agent will take the Landlord's instructions at the time regarding the amount to be withheld.
3. If the Tenant asks the Agent to repay some or all of the Deposit, and the Agent does not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct the Agent to pay the disputed amount to the Scheme. The Agent has 10 days, from and including the date he receives the Scheme's direction, to send in the money.
4. If the Agent protects a Deposit with the Scheme on the Landlord's behalf, **the Landlord hereby authorises the Agent to pay to the Scheme as much of the Deposit as the Scheme requires the Agent to send.** The Agent will contact the Landlord to keep him informed, but the Agent will not need to seek the Landlord's further authority to send the money to the Scheme.
5. 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.
6. If the Tenant's claim is referred for alternative dispute resolution, the Agent and the Landlord will be invited to accept or contest the claim. The Landlord must notify the Scheme whether he agrees to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to the Landlord. **If the Landlord does not respond to the Scheme by the deadline, he will be treated as having given his consent to alternative dispute resolution.**
7. Agents and Landlords are permitted to refer a dispute about a Deposit to the Tenancy Deposit Scheme. If the Landlord or the Agent refers 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) the Landlord claims, the Landlord will need to begin court proceedings if he wishes to pursue his claim.**
8. 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.

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 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 the Landlord and the Tenant(s).

If the Landlord orders any work to be done at the property before a dispute has been resolved, he does so at his own risk. There is no guarantee, if the Landlord incurs expense, that a dispute will ultimately be resolved in the Landlord's favour.

Consent to use personal information

1. When the Landlord agrees to use the Agent's services, he 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.
2. The Landlord agrees that the Agent may supply such information as is reasonably required to the Scheme. The Landlord agrees that the Scheme, or the government department responsible for the Scheme, may contact the Landlord from time to time to ask the Landlord to participate in surveys. If at any time the Landlord does not wish the Scheme to contact him for that purpose, the Landlord should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

Duty to provide correct and complete information

1. When the Landlord agrees to use the Agent's services, the Landlord guarantees that all the information he provides to the Agent is complete and correct to the best of his knowledge and belief. The Landlord agrees to inform the Agent immediately if it comes to the Landlord's attention that any information was incorrect.
2. If the Agent suffers any loss or incurs any cost because information the Landlord has given is or was incomplete and/or incorrect, the Landlord agrees to pay the Agent the amount necessary to put the Agent in the position he would have been in if the information had been complete and correct. This clause does not relieve the Agent of his own obligation to use reasonable skill and care in providing services to the Landlord or to take reasonable steps to keep the Agent's losses and costs to a minimum once the Agent realises that there is a problem.

Where the tenancy is not an AST

1. 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 the Landlord as the Agent's client, because the Agent is a member of the Scheme.
2. If a dispute arises the Landlord, the Agent or the Tenant will contact the Scheme. Then:
 - (a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
 - (b) the Landlord, the Agent and the Tenants must consent in writing to the proposed method if all parties want to proceed (if all parties don't, the options are to negotiate or litigate);
 - (c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the Deposit plus VAT, whichever is the larger amount.
3. 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.

Where you instruct us that you do not want us to protect an AST Deposit

1. If the Deposit relates to an AST and the Landlord decides to hold the Deposit himself, the Landlord must tell the Agent before the tenancy agreement is signed. The Agent will notify the Landlord of the date the Deposit was received and aim to transfer the Deposit to the Landlord within 5 days of receiving it. By law the Landlord must then register the Deposit with an authorised tenancy deposit protection scheme within 30 days of the date the Agent received it. The Landlord must also give the Tenant(s) and any Relevant Person 'prescribed information' about the Deposit. If the Landlord does not do **both** these things within 30 days of the Agent receiving the Deposit, the Tenant or any Relevant Person can take legal action against the Landlord. The court can make an order stating that the Landlord must pay the Deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order the Landlord to pay compensation to the Tenant of between one and three times the amount of the Deposit.
2. By law, the Landlord may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until the Landlord has served the prescribed information. If the Landlord has not complied with the initial requirements of an authorised tenancy deposit protection scheme, he cannot serve a s21 notice until he has 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.
3. If the Landlord instructs the Agent that he does not want the Agent to protect an AST Deposit, the Agent will not be liable to the Landlord for any loss suffered or cost incurred if the Landlord fails to comply with his obligations to protect the Deposit and give prescribed information. The Landlord must pay the Agent for any loss or inconvenience suffered or cost incurred by the Agent if the Landlord fails to comply with those obligations. This clause will not apply if the reason for the Landlord's failure is because the Agent failed to send the Landlord the Deposit within 20 days of receiving it.

Joint Landlords

If there is more than one Landlord, any of them 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 of them have not complied with that agreement.

More information on the requirements of the deposit protection schemes are available on the following web site(s) and landlords are strongly urged to familiarise themselves with their legal responsibilities

<http://www.direct.gov.uk>

13. INSPECTIONS:

13.1 Under the Standard Management Service, the Agent will normally carry out inspections quarterly starting after the first month. Such inspections do not constitute a formal survey of the Property, and it is not the intention to 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 these were felt to be unsatisfactory, a more detailed inspection would generally be made.

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

14. TENANCY DEPOSIT DISPUTES

14.1 The Agent will attempt, 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. (see clause 12.6 above) An estimate of the likely costs of preparing and submitting the claim to adjudication will be submitted to the Landlord before any case is started.

14.2 The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

15. TERMINATION:

15.1 Termination of Agency Agreement. This Agreement may be terminated by either party by way of one months' written notice. The Minimum Fee applies if on termination the total fees due are less than the Minimum Fee. Where cancellation of this Agreement is unavoidable due to circumstances beyond the control of either party, the Minimum fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation.

15.2 Tenancy Agreement. The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally two 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.

15.3 Agreements signed away from the Agents office. Where this Agency Agreement is cancelled using early termination rights granted under any consumer protection legislation that provides for an initial 'cooling-off' period, then the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out their duties before the cancellation of the contract. The required cancellation notice is available at the end of this agreement.

16. SOLE LETTING RIGHTS:

It is agreed that only the Agent may let the Property.

17. SAFETY 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 following regulations apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998

- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007
- Homes (Fitness for Human Habitation) Act 2018

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

Legionnaires Disease

Legislation relating to the control of legionella means that residential lettings are covered by Approved Code of Practice L8 and HSE 274, therefore landlords, property owners and managers must ensure that legionella risk management is carefully managed. In order to comply with the Health and Safety Executive's code of practice Landlords must carry out a risk assessment at their property. By signing this agreement you confirm that you have considered all risks regarding Legionnaires Disease. Should you require M&B Residential Lettings to carry out the risk assessment please request further details from Michelle Stacey of M&B Residential Lettings Limited.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

Requires Landlord's to ensure alarms are installed in their properties with effect from 1st October 2015. After that the Landlord (or someone acting on behalf of the Landlord) must ensure all alarms are in working order at the start of each new Tenancy. After the Landlord's test on the first day of the Tenancy, Tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order. Testing monthly is generally considered an appropriate frequency for alarms.

Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

The Landlord will fully comply with the **Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007** or amendments that may apply during the period of any Tenancy plus any other regulations referred to within this agreement or that may apply at any time. We reserve the right to withdraw our services in respect of any Property that does not comply.

Homes (Fitness for Human Habitation) Act 2018

The Act applies to the social and private rented sectors and makes it clear that landlords must ensure that their property, including any common parts of the building, is fit for human habitation at the beginning of the tenancy and throughout. To achieve that, landlords will need to make sure that their property is free of hazards which are so serious that the dwelling is not reasonably suitable for occupation in that condition. Most landlords take their responsibility seriously and do this already. Where a landlord fails to do so, the tenant has the right to take action in the courts for breach of contract on the grounds that the property is unfit for human habitation. The remedies available to the tenant are an order by the court requiring the landlord to take action to reduce or remove the hazard, and / or damages to compensate them for having to live in a property which was not fit for human habitation.

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. VALUE ADDED TAX:

Our fees are stated showing the rate including VAT and excluding 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. The Agent would normally be responsible for the administration of any claims arising during the period of management where the Property is being managed (i.e. this only applies to properties under the full "Standard Management Service") and subject to an additional charge for major works (see "Maintenance").

21. HOUSING BENEFIT:

The Landlord undertakes to re-imburse 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 or not the Agent continues to be engaged to let or manage the Property under this Agreement.

22. LEGAL PROCEEDINGS:

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord. In that event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal fees and any related costs.

23. LETTING ONLY SERVICE:

Where the Landlord does not wish the Agent to undertake full management (the Standard Management Service), the Agent can provide a Letting Only Service. The Letting Only Service includes only items 1 to 5 of the Standard Management Service as listed above. The Landlord would remain responsible for all other aspects of the letting including the maintenance of the Property and any gas and electrical appliances. The Landlord would remain responsible for complying with the Deposit protection requirements of the Housing Act 2004 and must provide the Agent with written confirmation of this together with a receipt for the Deposit monies received by the Agent on his behalf. The fee for the Letting Service is £600.00 inc VAT. The fees are payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the Tenant leaves prior to the end of the term of the tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid.

24. LETTING ONLY SERVICE PLUS DEPOSIT PROTECTION

Where the Landlord requires the Agent to deal with his legal responsibilities for the protection of tenancy deposits under the Housing Act 2004 (item 6 of the Standard Management Service) then this will be charged in addition to the above Letting Only Service.

25. LETTING AND RENT COLLECTION SERVICE:

Where the Landlord requires the collection of rents and the deposit service (items 6 & 7 only of the Standard Management Service as listed above) in addition to the Letting Only Service, then total fees of 9.6% (of the gross rental income for the term of the tenancy) will be charged and will be deducted from rents collected.

26. RENEWALS:

Where, with the consent of the Landlord, the tenancy is renewed to the same tenant introduced by the Agent, a renewal fee of £100.00 plus VAT / £120.00 Inc VAT shall be payable on the renewal date. 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.

27. SALE OF PROPERTY:

Should at any time after the commencement of the Tenancy unconditional contracts for the sale of the Landlord's property are exchanged with the Tenant, or a person introduced by the Agent, the agency will be entitled to a commission of 1.8% inc VAT of the sale price.

28. REPAYMENT OF REFERENCING COSTS:

Where the Landlord removes the property from an applicant (whom has already been approved) and referencing has commenced, the Landlord will be held responsible for the reimbursement of the prospective Tenants fee's.

29. GDPR

We **M&B Residential Lettings Ltd** may collect some or all of the following personal data. This may vary according to your relationship with us :-

Full name, date of birth, address, email addresses, telephone numbers, business name, job title, profession, bank details etc.

Under the GDPR 2018, we must always have a lawful and legitimate basis for using personal data. This may be because the data is necessary for the performance of a contract with you. You have consented to the use of your personal data and because it is in legitimate business interests for us to use it. Your personal data will be used for following purposes:

1. Managing your property and liaising with you about the day to day running of your business.
2. Supplying our services and products to you. Your personal details are required in order for us to enter into a contract with you.
3. Communicating with you. This may include responding to emails or calls from you.
4. Supplying you with information by **email, post, telephone or text**. You may unsubscribe or opt-out at any time by contacting us at lettings@mblettings.co.uk
5. With your permission we may also use your personal data for marketing purposes, which may include

contacting you by:-

Email, telephone, text message, post, newsletter with information, updates, news, and offers on our products and services.

You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for six years.

Your attention is drawn to our Privacy Policy which can be found on www.mblettings.co.uk. The Privacy Policy sets out what information we obtain and how we use it.

30. RIGHT TO RENT – Immigration Act 2014

From 1 February 2016, all private landlords in England, including those subletting or taking in lodgers, will have to check applicants for properties have the right to be in the UK before renting out a property.

Right to rent is a mandatory requirement introduced in the Immigration Act 2014.

As the letting agent, we will carry out the necessary checks in order to establish a statutory excuse. **In order to establish a statutory excuse to a civil penalty, right to rent checks on prospective tenants with a limited right to rent must be undertaken and recorded within the 28 days before the tenancy agreement is entered into.**

There are 3 steps involved in establishing and maintaining a statutory excuse against liability for a civil penalty.

We will:-

1. Conduct initial right to rent checks before authorising an adult (18 years old or over) to occupy rented accommodation;

There are 4 basic steps to conducting an initial right to rent check:

- a. Establish the adults who will live in the property as their only or main home;
- b. Obtain original versions of one or more of the acceptable documents for adult occupiers;
- c. Check the documents in the presence of the holder of the documents
- d. Make copies of the documents and retain them with a record of the date on which the check is made.

For Fully Managed Only

2. Conduct follow-up checks at the appropriate date if initial checks indicate that an occupier has a time-limited right to rent, and;
3. Make a report to the Home Office if follow-up checks indicate that an occupier no longer has the right to rent.

Failure to carry out the necessary checks may result in a civil penalty up to £3000.00.

For Let Only properties, follow up checks are the responsibility of the Landlord and M&B Residential Lettings will not be held liable for any fines resulting from a failure to keep records updated.

31. ADDITIONAL DEFINITIONS

Agent: M&B Residential Lettings Limited, 77 Upland Drive, Derriford, Plymouth, Devon PL6 6BE

Deposit: A deposit will be taken from the Tenant to protect the Landlord against loss of rent or damage to the Property. See clause 12 above for more detail.

Member: The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the Deposit.

Calendar Day or day: Any day of the year, including Saturdays, Sundays and bank holidays.

Relevant Person: A person who paid the Deposit or any part of it on behalf of a Tenant.

Stakeholder: 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.

Scheme: 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.

Statutory Time Limit: 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.

Working Day: 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.

Landlord: As defined below.

32. ACCEPTANCE & VARIATION:

The terms and conditions of this Agreement may be varied by either party, but only with one months' prior written notice.

I consent to the Agent carrying out marketing work immediately (prior to any right of cancellation period).
See paragraph 15.3 above. Tick box if this applies.

I wish the Agent to undertake the following service:

- Standard Management Service*
- [Letting Only Service – see clause 23]*
- [Letting Only plus Deposit Protection – see clause 24]*
- [Letting and Rent Collection – see clause 25]*

**Delete as applicable*

I/we also confirm that we are the sole/joint owners of the Property known as:

.....
(Property to be let)

I/We may be liable under The Consumer Protection from Unfair Trading Regulations if I/we make any misleading statements or omissions.

IMPORTANT NOTICE: Clients should carefully read and understand the above terms of business before signing.	
Signed:	Date:
Signed:	Date:
(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)	
Landlord's Full Name(s):	
Landlord's Full Name(s):	
Signed on behalf of the Agent:	Date:

Notice of the Right to Cancel

The consumer has a right to cancel the contract if he wishes and that this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of receipt of a notice in writing of the right to cancel the contract.

[Cancellation of Contracts Made in a Consumer’s Home or Place of Work etc Regs. 2008]

Date :

Agent’s name : M&B Residential Lettings

Any relevant reference no. or property address.....

The address, (including any electronic mail address as well as the postal address), of a person to whom a cancellation notice may be given.

.....
.....

Notice of cancellation is deemed to be served as soon as it is posted or sent to the Agent or in the case of an electronic communication from the day it is sent to the Agent.

The form below may be used if you wish to cancel this contract.

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

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named above. You may use this form if you want to but you do not have to.

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

----- *cut here* -----

CANCELLATION NOTICE

To: _____ [Agent’s name or the name of the person to whom notice may be given.]

Ref : Property Address : _____

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract

Signed.....

Name and Address

.....

Date.....