

AGENCY AGREEMENT

Between Letsmove Residential Lettings and Property Management of The Office, Rose Cottage,
Robeston West, Pembrokeshire. SA73 3TN

and

Landlord's name/s (all joint landlords):

Landlord's address: (current address and new address if applicable)

Postcode

Tel. Mobile

E-mail Fax

Address of property to let:

Postcode

This agreement forms the agreement between Letsmove Residential Lettings and Property Management and the Landlord specified above. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord:

Definitions:

- ◆ The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means Letsmove Residential Lettings and Property Management
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the property noted above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc.

If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

The following are applicable to all tenancies regardless of which deposit scheme is used:

1. Service levels

Full Management Service includes:

- 1) Providing a **rental valuation** of the property, and offering advice as required.
- 2) **Advertising** as necessary, selecting tenants, arranging/carrying out viewings, obtaining references, dealing with negotiations.
- 3) Preparing and signing as Agent for The Owner a suitable **tenancy agreement** in accordance with current law.
- 4) Preparing an **inventory** and schedule of condition at the charges shown overleaf.
- 5) Advising on and assisting in the transfer of **utility service** accounts.
- 6) Collecting and registering a **security deposit** in accordance with current legislation.
- 7) Receiving ongoing **rental payments**, preparing and forwarding to The Owner and/or their accountant financial statements on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received.
- 8) Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance, and keeping of records in respect of **gas appliances in tenanted premises**, The Owner being responsible for all costs involved.
- 9) Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to **minimum fire resistant standards** of specified items supplied in the course of letting property, The Owner being responsible for all costs involved.
- 10) Advising on and ensuring compliance with the Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the **condition and safety of electrical equipment and appliances** in tenanted premises, The Owner being responsible for all costs involved.
- 11) Advising on and ensuring compliance with the **Disability Discrimination Act** 2005 with regard to the property, The Owner being responsible for all costs involved.
- 12) Advising on and ensuring compliance with the **Housing Health and Safety Rating System (HHSRS)** regard to the property, The Owner being responsible for all costs involved.
- 13) **Inspecting** the property periodically to ensure compliance with the terms of the tenancy agreement and any other relevant legislation.
- 14) Arranging any **repairs, maintenance or replacements** to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an estimated cost of £150 (or such other amount as shall be agreed in writing) for any one item or job, The Owner being responsible for the cost involved. Where the estimated cost exceeds £150, notifying The Owner or their nominated representative who will be responsible for arranging and paying for such work or replacement. Where Letsmove are required to source quotations and/or visit on site to oversee and organise any maintenance or remedial works at the property other than general minor issues, an advanced fee of £50.00 will be payable.
- 15) Taking appropriate initial action in the event of **rent arrears or any other breach of condition** of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
- 16) Liaising with the tenant on a routine basis, arranging **renewals** of the agreement (where applicable) or **check-outs, re-advertising** and **re-letting** to new tenants as appropriate.

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

1.2 Tenant Find Only Service

17. Providing a rental valuation of the property and giving general advice as required.
18. Providing legal and health and safety information with regard to letting your property, in accordance with current legislation.
19. Advertising as necessary, interviewing and selecting tenants, arranging/carrying out viewings.
20. Taking up references and credit checks as appropriate using an Independent Referencing Agency.
21. Advising on and assisting in the transfer of Gas, Electricity, Water and Council Tax.
22. Collecting the first advance rental payment. Collecting a security deposit and forwarding to you upon our receipt of proof of registration to a Tenancy Deposit Scheme.
23. Drawing up a standard Assured Shorthold Tenancy Agreement and arranging signature(s) by the tenant/s.
24. Arranging future rental payments to be paid direct to your account.

If you require our Services beyond this point, please enquire about our Full Management Service.

1.3 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will in particular, inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify the Agent (refund to the Agent) for all costs incurred or as may be awarded by a court in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- ◆ If the Agent feels it will provide better service, the Agent can arrange to instruct other agents to assist in the marketing of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

2. The Landlord agrees and confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord of the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.

- 2.4 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.9 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room with a solid fuel burning appliance, and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

2. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.

- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

3. Financial matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of benefits, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund benefits.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If a holding deposit, as permitted by the Renting Homes (Fees etc.) (Wales) Act 2019, is held by the agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.

- 4.12.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
- 4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
- 4.12.4 The Agent will try and assist in resolving any dispute.
- 4.12.5 During a dispute the liability to pay for cleaning, repairs etc. will remain with the landlord. Any award made to the landlord post-adjudication will be paid over once received.
- 4.12.6 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
- 4.12.7 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
- 4.12.8 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

4. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found at the end of Appendix B below.
 - 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
 - 5.1.2 If a ready, willing and able tenant has been found, those costs and expenses could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving a minimum of one month's notice to allow for the orderly handover of the Property.
 - 5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
 - 5.2.2 In the event of cancellation fees will be payable in accordance with the scale of charges.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent.
- 5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

5. Various

- 6.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.

- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.
- 6.4 This agreement will continue until ended in accordance with clause 5.

6. Data Protection

- 7.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 7.3 The Landlord will also be a controller in respect of tenant and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.

7. Redress and Client Money Protection

- 8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme ~ [The Property Ombudsmen](#) and you can seek redress by writing to the scheme at:

Address: [Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP](#)

Telephone no: [01722 333306](#)

Website: [www.tpos.co.uk](#)

Email: [admin@tpos.co.uk](#)

- 8.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, a copy of which is available upon request.
- 8.3 Letting agents are required to have Client Money Protection. Our provider is PropertyMark [www.propertymark.co.uk](#) A copy of our Client Money Protection Certificate is available upon request.

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

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

Let Only ☐

Full Management Service ☐

Please tick the box where applicable. If there is no box to tick, please speak to us if you would like our help with the item.

Yes No

1. Have you notified the insurer of the Property that it is to be let?

☐ ☐

- | | | | |
|----|--|--------------------------|--------------------------|
| 2. | Are you legal owner of the Property and registered/obtained a Landlords Licence with Rentsmart Wales? (legal requirement see attached code of practice) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Have you instructed other agents to market the property? (If so you agree to let us know if you find another tenant through another source). | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture has been removed from all parts of the Property? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Do you require details of the Rent Guarantee and Landlord's Legal Expenses Insurance? | <input type="checkbox"/> | <input type="checkbox"/> |

SCALE OF CHARGES

VAT is payable at the prevailing rate of 20% on all our fees. In accordance with consumer legislation it is quoted as included in the prices stated below. If the VAT rate changes the price charged will change accordingly.

An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

1) Tenant Find Service	£540.00 (450.00+vat) payable for each letting where the tenant is introduced through the Agent
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2) Full Management Service	£180.00 (£150+vat) administration fee plus 14.4 % (12% + vat) of the rent received, deducted by the Agent
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The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the agent.

Additional Charges

Tenant referencing	£ 72.00 (£60 + vat)
Tenancy agreement Fee	£ 72.00 (£60+ vat) per agreement
Inventory service	Furnished £180.00 (150 + vat) Unfurnished £120.00 (£100.00+ vat)
Check in	£72 (£60 +vat)
Check out	£120.00 (£100+vat) to include final report and collection of keys.
Energy Performance Certificate	£72.00 (£60 + vat)
Professional hourly rate	£ 30 (£25 +vat)

In the event of cancellation during a tenancy the minimum fee that would be payable is the agreed Tenant Find Only fee listed above, plus other costs incurred, including a reasonable fee for the time management which has been provided. These costs might include the number of months of management service that has been provided and any disbursements such as arranging the EPC, the Gas Safety Record or other works.

SCALE OF CHARGES OTHER INCOME

(All fees are per property unless otherwise stated)

Referral Fee Disclosure

We seek your consent to receive commissions, referral fees, gratuities or other benefits from:

			Yes	No
Contractors	~ £0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>
Insurance companies	~ £ 0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>
Referencing companies	~ £ 0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>
Utility providers and others	~ £ 0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>
EPC providers	~ £ 0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>
Inventory providers	~ £ 0.00	Consent given	<input type="checkbox"/>	<input type="checkbox"/>

You are not under any obligation to use the services of any of the recommended providers, though should you accept our recommendation the provider is expected to pay us the corresponding Referral Fee. The Referral fee is separate from your obligation to pay our own fees or commission.

Where applicable commissions will be included in the contractor or supplier invoice.

***If the invoice total is £~ you will pay a commission of £~.

***Only required where the commission is to be a percentage of the invoice

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

Signed

Signed
Landlord/ or for and on behalf of all owners of the Property

Dated:

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

Signed by Agent Dated.....

APPENDIX A

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, [~insert agency name, geographical address (i.e. no PO Box) and, where available, your telephone number, fax number and email address] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

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

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation Form

To [Letsmove Residential Lettings and Property Management of The Office, Rose Cottage, Robeston West, Pembrokeshire. SA73 3TN](#)

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

Tenant Find Only

Full Management Service ,

Ordered on

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s)

Date