# Terms of Business for Lettings

(England)

STRATTON CREBER

# Our Services

| Service Comparison | Marketing Only Service | Let Only Service | Let and Rent Collection Service | Full Management Service |
|---|---|---|---|---|
| Digital and Personal Marketing | ✓ | ✓ | ✓ | ✓ |
| Accompanied Viewings | | ✓ | ✓ | ✓ |
| Pre-tenancy documentation, including right to rent check | | ✓ | ✓ | ✓ |
| Accompanied check-in appointment, smoke and carbon monoxide alarm checks | | ✓ | ✓ | ✓ |
| Utility and services management, including gas, electric, water and council tax at the start and end of the tenancy. (*Subject to Clause 12. Let Only Service: only where we are advised the tenancy has ended.*) | | ✓ | ✓ | ✓ |
| Annual Rent Review | | ✓ | ✓ | ✓ |
| Tenancy Extension (Non Housing Act Tenancies Only) | | ✓ | ✓ | ✓ |
| Landlord online portal | | ✓ | ✓ | ✓ |
| Rent collection, statements and arrears management | | | ✓ | ✓ |
| Landlord online portal enhanced functionality | | | | ✓ |
| Dedicated Property Manager & access to specialist advice | | | | ✓ |
| 24 hour repair support | | | | ✓ |
| Management of routine repairs and maintenance | | | | ✓ |
| Access to fully qualified, insured and vetted contractor panel | | | | ✓ |
| Payment of property related invoices on your behalf* | | | | ✓ |
| Property refurbishment advice | | | | ✓ |
| Manage annual & periodic safety inspections | | | | ✓ |
| Periodic property visit | | | | ✓ |
| Negotiation regarding end of tenancy claims | | | | ✓ |
| Liaison and processing of deposit dispute resolutions | | | | ✓ |

Some of the above may incur an additional charge - please see section "Our Fees"
*Excluding mortgage and/or loan repayments

| Optional (Subject to availability) | Marketing Only Service | Let Only Service | Let and Rent Collection Service 3.92% (3.5% Excluding IPT) | Full Management Service 3.92% (3.5% Excluding IPT) |
|---|---|---|---|---|
| Rent and Legal Protection Insurance (additional terms and conditions apply) | | | ✓ | ✓ |

**Note: Where you have served notice to gain possession of your Property to take possession for the purposes of occupying or selling it under Section 8 of the Housing Act, you cannot legally market or re-let it within 12 months of expiry of the notice, or should the tenants fail to vacate, from 12 months after the date you issued a claim for possession.**

# Our Services

## Peace of mind through professionalism

We are dedicated to making sure that both you and your tenant receive a high-quality service.

We are members of Association of Residential Letting Agents (ARLA) Propertymark, and many of our staff have gained their professional qualifications. ARLA Propertymark also provides Client Money Protection (CMP), which makes sure that both you and your tenant's money is protected.

Redress is provided by The Property Ombudsman.

## Marketing Only Service

Designed mainly for professional and institutional landlords, this light service allows you to benefit from our comprehensive marketing. Once you have received and accepted an offer on your property you are responsible for all aspects of confirming the tenancy, collecting funds and managing the property.

## Let Only & Let and Rent Collection Services

These services are for landlords who have the time and expertise to manage tenants' enquiries about maintenance, handle deposits, and deal with any dispute at the end of the tenancy.

## Marketing the property

A comprehensive marketing strategy is essential in helping to make sure a property reaches a pool of suitable tenants and is let, as quickly as possible, at a rent that is at the correct level and acceptable to you (see below). You will benefit from an industry-leading marketing package, which usually includes having your property featured on two major online sites, access to our network of offices, a list of potential tenants, top-quality photographs, video tours, social media, a 'To Let' board, and local advertising in selected locations. Marketing your property at the correct figure is important as landlords can no longer legally accept a figure in excess of the advertised rent where a Housing Act tenancy is used.

**Note: Where you have served notice to gain possession of your Property to take possession for the purposes of occupying or selling it under Section 8 of the Housing Act, you cannot legally market or re-let it within 12 months of expiry of the notice, or should the tenants fail to vacate, from 12 months after the date you issued a claim for possession.**

## Preparing the property for marketing

Before the tenant moves in, you must meet the requirements outlined in 'Your legal obligations' on page 6.
Once we have found a tenant for your property, we will negotiate the terms of the tenancy and, subject to the use of our tenancy documentation, confirm the terms of the tenancy in writing, usually inviting you to sign the tenancy agreement electronically. We also handle arrangements in case of damage or rent arrears, whether this is by way of a cash deposit or a deposit-replacement product.

## Choosing the right tenant

Finding a tenant who will look after the property and pay rent on time are important requirements for most landlords.

We, at your written request and expense, can arrange for the tenant/guarantor to be referenced using a referencing agency in order to help build a picture of their financial circumstances and ability to meet regular rental payments.

Where so instructed, you will usually receive a report on this before you sign the tenancy agreement.

Tenants/guarantors satisfying the criteria deemed necessary to be acceptable by the referencing agency is not a guarantee that they will meet their obligations. The report is provided without liability on our part or that of the referencing agency.

Where a tenant requires a guarantor we make them aware of the choice between a UK based guarantor, typically family or friend, or a professional guarantor, Guarantor+.

Guarantor+ is an insurance product arranged by Global Property Ventures Limited (trading as Zero Deposit) .

Please ask for details of cover and benefits.

As set out in 'Your legal obligations', you must make sure your tenant has the legal Right to Rent in England. We can help you by getting copies of passports and visa documents and carrying out checks.

## Negotiating the terms of the tenancy

The key to a successful tenancy is making sure that both you and your tenant are clear on what has been agreed and on what your responsibilities are. Our staff are trained to negotiate the terms and conditions of a tenancy. They help make sure that negotiations are confirmed and understood by both parties prior to proceeding to sign the tenancy agreement. Our tenancy agreement is available as an additional service.

## Confirming the tenancy

Once you and the tenant have agreed the terms of the tenancy, depending on your instructions we will draw up a tenancy agreement which will include your address to comply with provisions of the Landlord & Tenant Act.
See 'Our fees' section for additional fees which apply. If necessary, the tenancy agreement will include clauses relevant to a particular tenancy, for example, providing extra furniture as a condition of the tenancy.

It is important that you are protected against anything the tenant does that breaks the terms of the tenancy. To help with this, we can hold and protect a cash deposit from the tenant under a deposit-protection scheme or by providing a deposit-replacement product.

## Student Tenancies

A tenancy with 3 or more individuals all of whom are full time students at the start of the tenancy and who share a toilet, bathroom, or kitchen is a student tenancy. Landlords of student properties can, using Ground 4A of The Housing Act, serve 4 months' notice to bring the tenancy to an end between June 1st and September 30th. The ability to use this ground is subject to 2 provisions: i. The tenancy was not agreed more than 6 months before it started, and ii. Advance notice is provided of the landlords' intention to use ground 4A. Please confirm to us in writing if you require this advance notice to be included within the tenancy agreement. Whilst for Full Management landlords we will endeavour to remind you at the point notice under Ground 4A for possession can be served, you will be responsible for advising us in writing that you require service on your tenant. (See "Our fees")

## At the start of the tenancy

A tenancy which gets off to a good start is far more likely to run safely and smoothly. We will collect initial monies, which may include rent and a cash deposit, test smoke detectors and carbon-monoxide alarms and, for an additional fee, check the inventory and complete the tenancy agreement.

A good-quality inventory, together with written records of the property's condition at the start and end of the tenancy, is key to you being able to make a claim against the tenant

for any damage caused during the tenancy other than fair wear and tear. You must not rely on these checks to identify any structural faults, and they do not include lofts, cellars or locked rooms.

If you choose our Let and Rent Collection Service, we will collect the rent on your behalf, which means you are free from continually checking it has been paid in line with the terms of the tenancy agreement. When rent is late, we have a strict arrears procedure which makes sure we chase it up and keep you updated. You will need our records of this if you need to take the tenant to court.

## Online portal

You can use our online portal to keep up to date on information about your property and the tenant.

## Utility and services management

We work with suppliers to help both you and the tenant meet your legal and contractual obligations with the transfer of council tax, water rates, gas and electricity accounts at the beginning and end* of the tenancy.

*Let Only Service: Only where we are advised the tenancy has ended.

## Collecting rent, providing rent statements and managing arrears (Not Let Only Service)

We will promptly transfer the rent we receive from the tenant to you. We will provide you with regular statements that clearly show what money we have received and what we have transferred to you.

On the rare occasion that a tenant fails to pay their rent, we make sure that we chase arrears promptly.

We keep records to help with any possession or arrears proceedings. If you have been paid too much rent, we can refund any overpayment from money we hold on your behalf.

## Income Tax

Under current UK tax legislation you have an obligation to declare all rental income received on any property in the UK to HM Revenue and Customs (HMRC). For all landlords (where we process rent), we can can provide you with an "Annual statement of income and expenditure" to help you with your tax situation. (See "Our Fees").

**Resident Landlords** – Under the Finance Act 2011, we have a legal obligation to make an "Annual HMRC tax declaration" (See "Our Fees") to HMRC of all rent collected per tax year on behalf of landlords.

**Non-resident Landlords** (See 18. Landlords resident outside of the UK) – We have an obligation under The Taxation of Income from Land (Non Residents) Regulations 1995 (Finance Act 1995) to deduct basic rate tax from any rent received and pay this quarterly to HMRC "Quarterly tax submission to HMRC for non-UK residents with no HMRC approval" (See "Our Fees") unless you provide us with an HMRC approval for payment without deduction declaration, when we must instead make an "Annual tax declaration" to HMRC. (See "Our Fees").

## Making Tax Digital

**Making Tax Digital (MTD)** - You should be aware of your responsibilities regarding MTD and ensure compliance with HMRC regulations. Advice is available from HMRC and tax advisors.

## Landlord Checks

In order to comply with money laundering and sanctions legislation, we will need to request personal data from you. We will ask you for documents to confirm your identity. We will use some of your personal data to carry out electronic identity verification using a third-party provider. Where you are acting on behalf of a company, we may also carry out electronic identity verification on beneficial owners or persons connected with the company. This is not a credit check, and although it will leave a soft footprint on your credit file, it will not affect your credit score. Your information will be used to verify your identity, perform sanctions and Politically Exposed Persons (PEPs) checks. The results of these checks will only be used to fulfil our Anti-Money Laundering requirements.

## Terminations and rent reviews

We understand the importance of your rental investment and in particular maximising rental income and obtaining vacant possession when required.

As a result of the Renters Rights Act 2025, Housing Act tenancies no longer have a fixed term and instead continue until either the landlord or tenant brings the tenancy to an end. A tenant can do this by serving you with 2 months' notice at any stage. Landlords can end a tenancy after an initial 12 months by serving their tenant with 4 months' notice if they wish to either sell the property or to move into it. We can arrange to serve the appropriate notice. When notice is served for either purpose, the property cannot legally be marketed or re-marketed 12 months after the notice expires or 12 months from the issue of a claim for possession if court process is necessary.

Where there is more than one named tenant, if one tenant serves notice to end the tenancy, they do so for all tenants at the property who must vacate when that notice expires. If any named tenant(s) expresses interest in entering into a new tenancy, we will discuss this with you and confirm with them that these negotiations remain subject-to-contract and satisfactory references. You accept that you may face a court process if the tenants do not vacate as required or a new tenancy is not agreed. Our Fees and Charges for a new tenancy become payable when that tenant(s) enters into a new tenancy and who will be viewed as having been introduced by us.

If the tenancy falls outside of the Housing Act, we will, where applicable, contact you towards the end of a fixed term to ask your plans. If you are happy for the tenancy to continue, we will negotiate the terms of the renewal and make sure that everything is confirmed in writing.

Landlords can increase the rent to a market level a maximum of once in a 12 month period but not within the initial 12 months of the tenancy or since the last increase. We will review the rental figure with you and, where appropriate, serve notice to increase the rent. If the tenant disagrees with the rental increase and refers it to the First-tier Property Tribunal for a decision, we can assist by providing evidence to justify the proposed increase.

Additional fees apply, see section "Our Fees".

## Remarketing

When the property returns to the market at the end of the tenancy, we can advise on rental value and any improvements that are needed to get the best possible rent and to keep empty periods to a minimum.

## Works required by the local authority

Under any Rent Collection Service – where we are notified as required by the local authority to do so, you agree to us carrying out any required works to the Property, the cost of which shall be deducted from rental payments we receive from the tenant and noted on your regular statements. As this relates to compliance with your legal obligations as landlord, your consent as landlord is not required.

## Full Management Service

(Please note, all the above services are included in our Full Management Service.)

Our Full Management Service is a comprehensive letting and management service for landlords requiring help with administration and guidance on meeting the day-to-day legal, safety and maintenance requirements associated with letting a property.

You will enjoy peace of mind, knowing that your property has been safely let and managed from the moment it reaches the market until any claim against the tenant for damage at the end of the tenancy is dealt with.

**Where repairs are required, we keep a working float of at least £200 to meet day-to-day repairs. We may increase this if the rent is paid in advance for Non-Housing Act tenancies.**

## Managing the property

Our Full Management Service can help if you haven't got the time and resources to deal with routine requests from your tenant. This service also gives you considerable peace of mind, as you know someone is on hand to help make sure the tenancy runs safely and smoothly and the tenancy agreement is kept to.

Tenants are increasingly asking for their homes to be professionally managed, as they want assurance that repairs and maintenance will be dealt with quickly and efficiently.

Tenants can report maintenance issues around the clock, all year round, using a convenient online portal. Repairs are undertaken on your behalf, using qualified, checked and insured contractors. Repairs up to £200 will be carried out immediately and paid from the working float. Where more extensive works and repairs are required we will need to collect funds up-front before instructing our approved contractor to proceed.

Our Full Management Service also includes negotiations at the end of the tenancy to do with any claim you have against the tenant for damages caused whilst living at the property.

For added peace of mind, with our Full Management Service we, or a suitable contractor, will visit the property periodically. Where additional visits are required under the conditions of a local authority licence or at the landlord's request, these will be undertaken at additional cost. After each visit we will give you a written report. Property visits comprise a visual inspection of the main living/ sleeping accommodation and do not include cellars, lofts and outbuildings. Additional fee applies, see section 'Our Fees'.

## Landlord regulation checks

If we collect rent on your behalf, we can help with various compliance requirements. This includes comprehensive monitoring of important local authority licensing requirements prior to and throughout the tenancy, deposit-protection scheme and deposit replacement product management (including the service of prescribed information), checking of smoke and carbon monoxide alarms prior to commencement of the tenancy and Legislative Horizon Scanning.

## Rent and legal protection insurance

Where we collect rent on your behalf, you can take out a comprehensive rent and legal protection policy (RLP), which is designed to meet the demands and needs of landlords who wish to cover legal costs and expenses relating to the letting of their property. No matter how strict we are when carrying out checks on a possible tenant, there will always be a small number of tenants who fail to pay their rent. RLP protects you by covering rent payments and the legal costs of gaining possession of the property.

Please ask for details of availability and the exact level of cover.

## Buildings & Contents Insurance

You should also make sure you have appropriate buildings and contents insurance. A normal residential buildings insurance policy does not generally cover rental properties, so you will need cover that is specifically designed for landlords. If you do not have appropriate cover, you may be responsible for repair or rebuilding costs if your property is damaged or destroyed.

We offer buildings and contents insurance underwritten by Ageas, specifically designed for landlords, to help protect your property. Please ask for details of availability, cover, and to obtain a quotation

## Additional services

A number of additional services are available which include:

Referencing - includes engaging a referencing agency on your behalf, who will check income, employment, previous landlords (if applicable) and search for bankruptcy, insolvency, CCJs, Orders and Arrangements.

Service of Notice for possession.

Right to Rent Checks.

Property preparation service – includes organising quotes and arranging on your behalf, work which may be needed before the tenancy begins. This service also includes removing furniture, disposing of rubbish, cleaning and so on.

Non-routine maintenance – includes work that costs more than £350, such as roofing, replacing boilers, decorating and so on.

Agent acting as licence holder for the landlord - this service is only available at our discretion for landlords of our fully managed service for situations where the licence cannot be held directly in the Landlord's name. See clause 17 of the terms and conditions.

Mid-term deposit transfer – transferring the deposit to an alternative scheme, if the tenant has given their permission.

# Your Legal Obligations

This section sets out some of the legal obligations you have as a landlord. These are only some of the key legal obligations that you must comply with, and they will change from time to time as the law changes. This list is not intended to be a full list. If you have any questions or concerns, you should get independent advice or visit www.gov.uk/renting-out-a-property.

## Building and Fire Safety

As a Landlord you are, under certain circumstances, legally required to have a comprehensive Fire Safety Risk Assessment conducted for your property and to implement all recommendations arising from this assessment. This assessment should be carried out by a competent person and reviewed regularly, particularly following any significant changes to the property or occupancy. You must keep records of all fire and building safety related matters.

For apartments which lead onto shared hallways, commercial premises, landings, or stairs, regardless of the number of apartments in the building, you must ensure that fire safety requirements are met, including but not limited to the front door of the Property meeting the required fire safety standards, including appropriate fire resistance rating, self-closing mechanisms, and intumescent strips where necessary. Where communal parts of a building are not under your direct control, you have a responsibility to proactively liaise with the Freeholder or their managing agent regarding all building safety related matters. This includes requesting copies of fire risk assessments for communal areas, confirming compliance with fire safety regulations, and reporting any concerns about fire safety in these areas.

For the avoidance of doubt, our Services do not extend to communal parts of the building, including but not limited to the front door of the Property, regardless of whether they are owned or under the control of the Landlord.

The Housing Act 2004 introduced a system (the Housing Health and Safety Rating System (HHSRS)) for local authorities to assess housing conditions in England and Wales, and it is the owner/landlord's responsibility to ensure that properties are let in a suitable condition. You undertake that the property is compliant in all respects with current building safety legislation, including but not limited to the Regulatory Reform (Fire Safety) Order 2005, Fire Safety Act 2021, and the Building Safety Act 2022.

## Energy Performance Certificate

Any rented property is normally required to have a minimum Energy Performance Certificate (EPC) rating of E. There is a PRS Exemptions Register for properties which cannot be improved to meet this minimum standard.

You must make sure your tenant has a copy of the EPC before the start of their tenancy.

The EPC rating must also be included in advertising and marketing material.

If you have an EPC exemption please state so on Page 12 and supply the relevant supporting documentation.

## Right to Rent

Before a tenancy begins, landlords have a legal obligation to make sure that their tenant and any permitted occupants living at the property have the right to remain in the UK prior to the commencement of the tenancy.

If they have this right but for a limited time, follow-up checks are required.

It is unlawful discrimination to restrict the length of a tenancy or refuse to grant a tenancy based on the Right-to-Rent checks, except where some or all of the tenants or occupants have failed the checks.

For more information, visit www.gov.uk/government/collections/landlords-immigration-right-to-rent-checks.

## Protecting deposits

For Housing Act Tenancies, if a tenant pays a cash deposit it must be protected using one of three government-approved schemes, within 30 days of receiving it. The deposit can be protected through either passing it to one of these schemes for safe keeping or by an insurance policy.

## Local-Authority licensing (Houses in Multiple Occupation)

Based on the type of property, its location and occupancy and the policy applied by the Local Authority in which the property is located, a licence may be required. It is important that you are familiar with the requirements in your area and how these might apply to a proposed tenancy.

For Rent Collect Services, you alone as landlord and licence holder are responsible for licensing requirements and for complying with any licence conditions. We as agent exclude all liability and responsibility for any breach of licensing.

For Let Only and Let and Rent Collect Services, as we do not manage the property, you as licence holder must provide out of hours emergency cover and contact details to the Tenant directly, as required under the licence conditions.

## Section 257 Houses in Multiple Occupation

Some local authorities operate licensing schemes for Section 257 HMOs. A Section 257 HMO is a building which has been converted, or partly converted, into self-contained flats where that conversion did not comply with appropriate building standards (specifically the 1991 Building Regulations) and where less than two-thirds of the flats are owner occupied.

Where these criteria are met, both the building and the individual may require a licence.

As a Landlord it is important for you to be aware of whether the Local Authority require Section 257 HMOs to be licensed. Where this is the case, you must obtain a licence and meet the necessary requirements associated with its. Please note that different Local Authorities may have different licensing requirements.

## Private Rented Sector Landlord Ombudsman and Private Rented Sector Database

You must ensure that you comply with any legal obligation to join the Private Rented Sector Landlord Ombudsman and to register with the Private Rented Sector Database, when applicable. Your membership and registration must be maintained for the duration of the tenancy.

## Planning Permission

You must ensure that you have the correct planning permission for the proposed use of the property. You should bear in mind that where an "Article 4 Direction" is in place, this may restrict the right to change between use as a dwelling for a single household or as a house of multiple occupation without specific permission. A change of use as a larger HMO will ordinarily need permission. You should instruct a planning consultant if you need further advice or

to make a planning application.

## Gas safety regulations

You must make sure a yearly gas safety check is carried out on all gas appliances (including flues) that you provide. Checks must be performed by a Gas Safe Registered engineer, and a copy of the certificate must be given to the tenant, prior to your tenant occupying the property. For all non-Full Management Service properties, you alone as landlord are entirely responsible for compliance with the Gas Safety Regulations and we as agent exclude all liability and responsibility for the same.

Where the property is served by a communal boiler located outside of the property to be let, you should ensure with the managing agent that a copy of the annual service/ safety record is displayed in the common parts and that you hold a copy.

## Oil Fired Boilers

You have a responsibility to ensure that oil fired boilers are safe and maintained at regular intervals by a qualified professional and should demonstrate compliance with those obligations through the provision of an annual Oil Firing Servicing Report.

## Smoke and carbon-monoxide alarms

You must install at least one smoke detector on each floor of the property (including bedrooms and bathrooms).
You must also install a carbon monoxide alarm in any room which is used wholly or partly as living accommodation and which contains a fixed combustion appliance, including wood burning stoves, gas boilers and fires but not gas cookers/ hobs.

The alarms must be installed and working at the start of the tenancy.

You must use the 'test button' on each alarm on the day the tenancy starts to check that they have power. All alarms, including those wired into the mains supply, have a limited lifespan of between five and ten years. A replacement date is usually printed on the alarm, but you can't always see it unless you remove the alarm. If you are not sure how old an alarm is, ask an electrician to tell you when it will need replacing, or ask them to replace it. You should keep a note of this date and ensure that alarms are replaced accordingly.

## Electrical safety

All fixed electrical installations must be tested at least every 5 years by a qualified person. The date of the next inspection will be confirmed on the Electrical Installation Condition Report (EICR) and must be strictly adhered to (see below). You must make sure that each tenant has a copy of the EICR before the start of the tenancy. Any Category 1 or 2 hazards and FI notifications should be attended to prior to commencement of a tenancy, with corrective works confirmed either on an Electrical Installation Certificate (EIC) or a Minor Works Certificate. A copy should be provided to each tenant and the Local Authority.

*Please Note: The re-test date noted on an EICR takes precedence over that on an EIC. If the qualified person incorrectly records a short re-test date on an EICR when Category 1 or 2 hazards and FI notifications are recorded, they should be asked to correct this. An EICR with an expired re-test date risks challenges at court when possession is sought or in the event of an incident.*

We recommend that you arrange a portable appliance test (PAT) every year. For all non-Full Management Service properties, you alone as landlord are entirely responsible for compliance with the Electrical Safety Regulations and we as agent exclude all liability and responsibility for the same.

## Furnishing

You must make sure that all upholstered furniture you provide meets fire-resistance standards. Labels attached to all new upholstered furniture show these standards. Separate European Standards for Safety deal with internal window blinds and shutters, and the danger posed by cords and chains to babies and young children.

## Window Blind Cord Safety

You must make sure that window coverings at the property are safe with all cords and chains secured with appropriate safety devices to prevent the formation of hazardous loops.

## Water and bacterial control

You must make sure that risk from exposure to legionella in water systems is properly controlled. Properties that remain empty, particularly during the warmer months, and those with open cold-water tanks and swimming pools or hot tubs, are particularly at risk. You are required to carry out a risk assessment before the start of the tenancy. This assessment should be reviewed periodically.

## Heating and hot water

The Heat Network (Metering and Billing) (Amendment) Regulations 2020 apply to landlords of shared accommodation who charge for the supply of heating, air conditioning or hot water. The regulations apply to:

a) District heat networks involving the distribution of heat, hot water or chilled liquids from a central source to multiple buildings or sites; and

b) Communal heating systems, involving the supply of heat, hot water or chilled liquids from a central source in a single building to more than one 'final customer'. A user is considered a final customer where they occupy a partitioned private space intended to be used as a domestic dwelling.

If your property meets these criteria you must provide information to the National Measurement Office including the number and type of buildings supplied by the heating system, and the number of final customers. You must also make sure that meters are installed in the property to measure the consumption of heat, cooling or hot water by each final customer. The regulations do not apply to houses in multiple occupation ("HMO").

## Damp and Mould

You must ensure the Property is maintained in a condition fit for human habitation. This includes, but is not limited to, taking all reasonable steps to prevent and promptly address issues relating to damp, mould, and excess condensation within the Property. You are responsible for ensuring that the Property is maintained and has adequate natural and/ or mechanical ventilation and heating available to minimise the risk of damp and mould growth.

Whilst tenants have a duty to ventilate and heat the Property appropriately, they are not responsible for damp and mould issues arising from structural or maintenance issues.

If a tenant reports the presence of damp and mould, the underlying cause should be promptly investigated and the tenant updated on the intended course of action within any regulatory time-frame in place at the time.

## Pets

As a Landlord you must comply with regulations in place at the time and not unreasonably withhold consent for a Tenant to keep a pet where that consent is sought in writing. This includes but is not limited to any requirement to respond within a set period, after which consent will be deemed to have been granted.

Reasonable grounds for refusal include where a superior landlord prohibits pets, and where the property is not suitable for the size of pet. Tenants will be able to challenge refusal through the Private Rented Sector Landlord Ombudsman (when introduced) or through the courts.

## General

Before you enter into a tenancy agreement, you must get any necessary permission, including from joint owners or mortgage lenders. If a property is leasehold, this includes any permission required from the immediate landlord and, if necessary, any superior landlord or freehold owner.

## Information

You must update us straight away with all information which is material about yourself and the property, including but not limited to material information relating to the provision of our services and your tenant's quiet enjoyment - including your adherence to any of the Legal Obligations noted above.

You are responsible for the accuracy and completeness of all the information you provide to us.

# Our Fees

**Full Management fees** ..... **13% (15.6% Inc. VAT)**
Subject to a £750 (£900 Inc. VAT) minimum fee per tenancy, per year.
Tenancy Administration Fee ..... Min £100 (£120 Inc. VAT) Max £400 (£480 Inc. VAT)
Includes but is not limited to: marketing of the property, arranging and conducting viewings, negotiating tenancy terms, arranging completion of tenancy documents, utility and services management

Landlord Regulation Checks fee ..... £9.50pcm (£11.40 Inc. VAT)
Includes; HMO Licence monitoring, the on-going management of Deposit/Deposit Replacement Service, Legislative Horizon Scanning, Checking Smoke and CO Alarms at commencement of tenancy.

Section 8 Possession Notice ..... £175 (£210 Inc. VAT)
Income & Expenditure Service ..... £30 (£36 Inc. VAT) per quarter
Annual statutory landlord rental income declaration to HMRC ..... £20 (£24 Inc. VAT)
Quarterly tax submission to HMRC for non-UK residents with no HMRC approval ..... £100 (£120 Inc. VAT) per quarter
Annual Tax declaration for non-UK residents with HMRC approval ..... £40 (£48 Inc. VAT)
Tenancy agreement ..... £295 (£354 Inc. VAT)
Referencing (per Tenant (Inc. Students)/ Guarantor) ..... £50 (£60 Inc. VAT)
Right to Rent Checks (per Tenant, Student or Occupant (aged 18 or over)) ..... £25 (£30 Inc. VAT)
Change of Sharer fee (Non Housing Act Tenancies) ..... £250 (£300 Inc. VAT)

**Let & Rent Collection Service fees** ..... **10% (12% Inc. VAT)**
Subject to a £750 (£900 Inc. VAT) minimum fee per tenancy, per year
Tenancy Administration Fee ..... Min £100 (£120 Inc. VAT) Max £400 (£480 Inc. VAT)
Includes but is not limited to: marketing of the property, arranging and conducting viewings, negotiating tenancy terms, arranging completion of tenancy documents, utility and services management

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Change of Sharer fee (Non Housing Act Tenancies) ..... £250 (£300 Inc. VAT)

**Let Only Service fees** ..... **One months rent (+VAT)**
Payable upfront for the full term of the tenancy and prior to commencement of the Services and subject to a £750 (£900 Inc. VAT) minimum fee per tenancy.

Tenancy Administration Fee ..... Min £100 (£120 Inc. VAT) Max £400 (£480 Inc. VAT)
Includes but is not limited to: marketing of the property, arranging and conducting viewings, negotiating tenancy terms, arranging completion of tenancy documents, utility and services management

Landlord Regulation Check payable upfront ..... £114 (£136.80 Inc. VAT)
Includes; Initial HMO Licence check, the on-going management of Deposit/Deposit Replacement Service, Legislative Horizon Scanning, Checking Smoke and CO Alarms at commencement of tenancy.

Where Landlord Regulation Check is not taken, charges will be made for the following service:
Deposit/Deposit Replacement Service ..... £72 (£86.40 Inc. VAT)

Section 8 Possession Notice ..... £175 (£210 Inc. VAT)
Tenancy agreement ..... £295 (£354 Inc. VAT)
Referencing (per Tenant (Inc. Students)/ Guarantor) ..... £50 (£60 Inc. VAT)
Right to Rent Checks (per Tenant, Student or Occupant (aged 18 or over)) ..... £25 (£30 Inc. VAT)
Change of Sharer fee (Non Housing Act Tenancies) ..... £250 (£300 Inc. VAT)

**Marketing Only Service fee** ..... £199 (£238.80 Inc. VAT)
payable in advance at the time of instruction.

**Recommended additional services**

Rent Review Service Fee (Inc. Service of Section 13 Notice) ..... £250 (£300 Inc. VAT)
Tenancy extension (Non Housing Act tenancies Only) ..... £250 (£300 Inc. VAT)
HMO Licence Application fee+ ..... £325 (£390 Inc. VAT)
Agent as Licence Holder for Landlord Fee ..... £250 (£300 Inc. VAT)
Inventory Preparation fee ..... Min £100 (Inc. VAT) Max £600 (Inc. VAT)
Inventory Check In fee ..... Min £100 (Inc. VAT) Max £600 (Inc. VAT)
Inventory Check Out fee ..... Min £100 (Inc. VAT) Max £600 (Inc. VAT)
These fees are for guidance and will vary depending upon the size and location of the property

**Other additional services**

(Only Available for Full Management & Let and Rent Collection Service)
Rent & Legal Protection Insurance ..... 3.92% (3.5% Excluding IPT)
(Only available for services where rent is collected by Us)

+This fee excludes the cost of the Local Authority Licence and any risk assessment or other documentation required to grant the licence.

| | |
|---|---|
| Property Preparation Service fee | Subject to Quotation |
| Additional Property Visits (Per Visit) fee | £55 (£66 Inc. VAT) |
| Arranging non routine maintenance fee (as required) | 10% (12% Inc. VAT) of net cost of works |
| Deposit/ Deposit Replacement Service (Only Available for Full Management & Let and Rent Collection Service where Landlord Regulation Check fee not selected) | £6pcm (£7.20 Inc. VAT) |
| Formulate Deposit/ Deposit Replacement Adjudication Claim Fee (Managed properties) | £25 (£30 Inc. VAT) |
| Formulate Deposit/ Deposit Replacement Adjudication Claim Fee (Non-managed properties) | £200 (£240 Inc. VAT) |
| Attending Legal Proceedings (Per Hour plus travel) fees | £200 (£240 Inc. VAT) |
| Providing a witness statement for legal proceedings | £200 (£240 Inc. VAT) |
| Negotiating and preparing Addenda | £50 (£60 Inc. VAT) |
| Third-party Tenancy Agreement supervision fee | £325 (£390 Inc. VAT) |
| Deposit Transfer /Mid Term Transfer fee | £100 (£120 Inc. VAT) |
| Payment to a Non-UK Bank Account | £25 (£30 Inc. VAT) |
| **Safety and Compliance documents additional services** | |
| Energy Performance Certificate fee | £99 (£118.80 Inc. VAT) |
| Gas Safety Record fee | Subject to Quotation |
| Portable Appliance Test fee | Subject to Quotation |
| Electrical Inspection Condition Report fee | Subject to Quotation |
| Legionella Risk Assessment fee | Subject to Quotation |

## Our Service Levels & Commission Fees Summary (Please select the service you require)

Full Management Service @ standard fee 13% (15.6% Inc. VAT) ☐
Subject to a £750 (£900 Inc. VAT) minimum fee per tenancy, per year.

Let & Rent Collection Service @ standard fee 10% (12% Inc. VAT) ☐
Subject to a £750 (£900 Inc. VAT) minimum fee per tenancy, per year.

Let Only Service fees @ standard fee One months rent (+VAT) ☐
Payable upfront and prior to commencement of the Services and subject to a £750 (£900 Inc. VAT) minimum fee per tenancy.

Marketing Only Service ☐
£199 (£238.80 Inc. VAT) payable in advance at the time of instruction.

I/We request that Rent and Legal Protection commences at the start of the tenancy @ 3.92% (3.5% Excluding IPT)...Yes ☐ No ☐
(Only available for services where rent is collected by Us)
Example: on a monthly rental of £1,200.00, the premium would be £47.04 per month, including IPT. This quote is valid for 30 days from the date these Terms of Business are signed and is subject to availability of the insurance product.

| | | | |
|---|---|---|---|
| I confirm I have received the Insurance Product Information Document (IPID) | Yes ☐ | No ☐ | NA ☐ |
| I confirm I have received the Key Information on our Protection Services Document (CIDD) | Yes ☐ | No ☐ | NA ☐ |
| Sole Agency | Yes ☐ | No ☐ | NA ☐ |

| | | |
|---|---|---|
| Tenancy Agreement | £354 | Inc. VAT ☐ |
| Tenancy Administration | £ | Inc. VAT ☐ |
| Deposit/Deposit Replacement Service | £86.40 | Inc. VAT ☐ |
| HMO Licence Application Fee | £390 | Inc. VAT ☐ |
| Agent as Licence Holder for Landlord Fee | £300 | Inc. VAT ☐ |
| Inventory Preparation Fee | £ | Inc. VAT ☐ |
| Inventory Check in Fee | £ | Inc. VAT ☐ |
| Inventory Check Out Fee | £ | Inc. VAT ☐ |
| Formulating Deposit Adjudication Claim Fee (managed properties) | £30 | Inc. VAT ☐ |
| Formulating Deposit Adjudication Claim Fee (non-managed properties) | £240 | Inc. VAT ☐ |
| Energy Performance Certificate Fee | £118.80 | Inc. VAT ☐ |

Gas Safety Record Fee ..... £ Inc. VAT ☐

Portable Appliance Test Fee ..... £ Inc. VAT ☐

Periodic Electrical Inspection Fee ..... £ Inc. VAT ☐

Legionella Risk Assessment Fee ..... £ Inc. VAT ☐

Additional Property Visits ..... £ Inc. VAT ☐

## Landlord's Details

Full address of property to be Let

.....

Landlord(s) full name(s) (As per the Title Deeds of the property)

.....

Correspondence Address (if overseas please include an address in England & Wales if You have one as this is a legal requirement)

.....

Post Code .....

Preferred Contact No .....

Details .....

Secondary Contact No .....

Details .....

Preferred Email Address (You agree that this shall be the main method of contacting you)

.....

Secondary Email Address .....

Bank: .....

Sort Code: .....

Account Number: .....

Account Name: .....

Percentage of rental income to be paid to this account: .....

**(Second landlord's bank details and % split of rental payment to be made if applicable)**

Bank: .....

Sort Code: .....

Account Number: .....

Account Name: .....

Percentage of rental income to be paid to this account: .....

Insurance: .....

Buildings Provider: ..... Expiry date: .....

Contents Provider: ..... Expiry date: .....

Head Lease Details/Contact Information .....

Block Managing Agent Details/Contact Information .....

**Restrictions** Smokers Yes ☐ No ☐ Sharers Yes ☐ No ☐

Additional restrictions applied by:

Mortgage Company: .....

## Signing Tenancy Documents on Your Behalf (this is mandatory for Fully Managed properties)

I confirm that I authorise you, in accordance with these Terms of Business for Lettings, to sign each and every Tenancy Agreement and any other documentation (save for this contract) relating to the letting of the Property as agent on my behalf, and I agree to be bound by the conditions that such agreements impose

Sign and date .....

Sign and date .....

## Customer Support

We are committed to providing fair, inclusive, and accessible support to all our clients, including those who may be vulnerable due to personal circumstances. We recognise that vulnerability can arise from a range of factors, including age, disability, mental or physical health conditions, financial difficulties, language barriers, or significant life events.

If you believe you may require additional support when engaging with our services, please let us know or confirm here ☐

## Warranties and Agreements

- I confirm that I AM a UK resident (for tax purposes) ☐ or I confirm I AM NOT a UK resident (for tax purposes) ☐ (tick one box only)
- I confirm that the Property DOES HAVE A GAS SUPPLY or at least a gas meter installed ☐ or I confirm that the Property has no gas ☐ (tick one box only)
- I confirm that the Property has a working smoke alarm on each floor Yes ☐ No ☐
- I confirm that the Property has a working carbon monoxide alarm in all rooms, halls, landings and corridors containing a gas, oil or solid fuel burning appliance (excluding gas cookers and hobs) Yes ☐ No ☐
- I confirm that I am the sole or joint owner registered at HM Land Registry of the Property and have obtained/ will obtain all relevant consents, licences, and and planning permissions. In warranting that you are the sole owner of the property, or where you are not the sole owner, then you have received authority [(expressly confirmed in writing)] from all other co-owners of the Property can be let. A breach of this warranty will amount to a material breach of this of this Agreement.
- I agree to be bound by all the Terms of Business for Lettings, and confirm that I have read and understood the content of the Terms of Business.
- I confirm that I have disclosed to you all material information about the Property which might reasonably affect a prospective tenant's decision to view and/or proceed with a tenancy at the Property.
- I confirm that the Property has an EPC in place with a minimum rating of E: Yes ☐ No ☐ OR I confirm I have applied for an EPC exemption and will provide supporting evidence. Yes ☐ No ☐
- Where I am instructing you under the Full Management Service, I agree to provide a management set of keys. Alternatively, I agree to you having a set cut at my expense, subject to a reasonable cost.
- I confirm that the property complies with the Homes (Fitness for Human Habitation) Act 2018 and I have had an opportunity to seek independent advice.
- I confirm I have disclosed to You any relevant hazards affecting the property under the Housing Health and Safety Rating System.
- I confirm that during the term of this agreement, I will maintain adequate insurances and have public liability cover in place.
- I confirm that the condition of the property and its contents does not represent a risk to the tenant, that the property complies with all applicable legislation and/or regulations, and that all relevant satisfactory safety certificates or assessments have been provided.
- I confirm that where a tenant takes a deposit replacement guarantee product, I agree to my data being passed to the product provider, Zero Deposit for the purposes of administering the product.
- I confirm that in accordance with the Renters Rights Act 2025, no notice under Section 8 of the Housing Act to take possession of the property for the purposes of either selling or moving into the property has expired within the last 12 months and I have not issued a claim for possession based on such notice within the last 12 months.

## Notice of Cancellation Rights (if applicable)

If the Terms of Business for Lettings are completed in one of the following three situations, you have a right to a 14 day cancellation period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**In Your Home etc.**

- You signed these terms and the contract has been concluded in the presence of one of our employees while in your home or at your place of work or another place away from our offices.

OR

**From a Distance**

- You signed these terms and the contract has been concluded from a distance (by e-mail, phone, electronic signature, fax, etc.) without meeting one of our employees leading up to and during the conclusion of the contract.

OR

**Other**

- The contract was concluded at one of our offices or through any means of distance communication **immediately** after you were personally and individually addressed in your home or at your place of work (or somewhere else other than our office) by one of our employees.

If one of the above applies to you, you have the right to cancel the Terms of Business for Lettings if You wish. The right can be exercised by sending a written 'Cancellation Notice' at any time within 14 days of signing our Terms of Business for Lettings. Your cancellation will be effective from the time Your 'Cancellation Notice' is posted to The Lettings Support Centre, Lake View Drive, Annesley, Nottingham NG15 0DT or, in the case of email on the day it is sent to crlcancellations@countrywide.co.uk. A 'Cancellation Notice' may be in any form provided it is in writing. You may wish to use the attached 'Cancellation Notice Form' See form on Page 12.

## Performance of The Contract Prior to The Expiry of The Cancellation Period

**(Loss of the Right to Cancel)**
The services set out in the Terms of Business for Lettings will not commence until the day following the last day of the cancellation period. You may instruct Us to commence the provision of services during the 14 day cancellation period. If, as per Your instructions, a tenant is introduced by Us during the cancellation period, You will not be able to cancel any lettings or any tenancy agreement which We have entered into on Your behalf. Where We have started performing work for You during the cancellation period, We may charge You a Marketing Only Service fee in respect of this work. You should sign the confirmation below.

**Commencement of Service**
**We may not commence the marketing of your property during the cancellation period without your express agreement.**

I/We confirm that We wish the provision of the services under the Terms of Business for Lettings to commence **immediately**.
I/We understand that if We subsequently exercise Our right to terminate the Terms of Business for Lettings within the cancellation period We may be required to pay for Marketing Only Service supplied prior to cancellation.

**Landlord Acceptance and Signature**

Once these Terms are completed and signed by you, and we have signed it or commenced the provision of our Services and any insurance protection that you have selected, it will be a binding contract (subject to the right to cancel as explained in this document). The Terms must be read, signed and returned or we cannot carry out the Services.

1st Landlord's Signature: .....

Print Name: ..... Date: .....

2nd Landlord's Signature: .....

Print Name: ..... Date: .....

3rd Landlord's Signature: .....

Print Name: ..... Date: .....

4th Landlord's Signature: .....

Print Name: ..... Date: .....

**Agent's Signature**

Print Name: ..... Date: .....

Agent's Signature: .....

## Cancellation Notice

To: Countrywide Residential Lettings Ltd

The Lettings Support Centre, Countrywide House, Lake View Drive, Sherwood Park, Annesley, Nottingham NG15 0DT
(or, in the case of email on the day it is sent to crlcancellations@countrywide.co.uk)

I/We* hereby give notice to cancel the Terms of Business relating to the Property the address of which is:

.....

Terms of Business signed on: .....

Signed: .....

Print Name: .....

Date: .....

Postal Address: .....

Phone Number: .....

Email Address: .....

# Terms and conditions

**1. GENERAL**

1.1 These Terms and Conditions together with the other sections of the Terms of Business for Lettings set out the terms of our appointment as your letting agent for the letting and/or management of the Property (the Terms).

1.2 Please read these Terms carefully. These Terms tell you who we are, the Services we will provide, how you and we may end the contract, and other important information.

**2. OUR SERVICES**

2.1 As set out in section Our Services of the Terms of Business for Lettings, we offer 4 different levels of service: Full Management, Let and Rent Collection, Let Only and Marketing Only.

2.2 Our services do not include the supervision of empty properties.

**3. YOUR WARRANTIES AND LEGAL OBLIGATIONS**

3.1 By signing these Terms you warrant to us that the condition of the property and its contents do not represent a risk to the tenant, that the property complies with all applicable legislation and regulations, and that all relevant satisfactory safety certificates or assessments have been provided.

3.2 By signing these Terms you warrant that all the information you have given to us about the Property is correct, including all warranties. We will not be liable to you for any loss you may suffer as result of any incorrect or misleading information you have provided to us.

3.3 Your Legal Obligations explains your statutory obligations as a landlord. This list is not intended to be exhaustive, but sets out the key legal obligations of a landlord. If you have any questions or concerns you should seek independent advice, or visit https://www.gov.uk

3.4 By signing these Terms you acknowledge your responsibility for on-going compliance with all applicable legislation, including (but not limited to) the legislation set out in Your Legal Obligations, and that we are not liable to you or to any third party for your failure to comply with any applicable statutory obligations.

3.5 By signing these Terms you warrant that that in accordance with the Renters' Rights Act 2025, no notice under Section 8 of the Housing Act to take possession of the property for the purposes of either selling or moving into the property has expired within the last 12 months and nor have you issued a claim for possession based these grounds within the last 12 months.

**4. SOLE AGENCY**

4.1 **If you have appointed us as sole agent, this will be for a minimum period of four (4) weeks starting on the date we start providing the Services.** If you have previously instructed another agent to let the Property, you should terminate any agreement prior to appointing us, otherwise you risk paying fees to both us and another agent.

4.2 **If an agreement to rent the Property is signed with a Tenant introduced by another agent or any other person during the sole agency period, our appointment under these Terms will immediately terminate and you must pay a Fee equivalent to the Marketing Only Service Fee.**

4.3 If we have not secured a Tenant in the sole agency period, we will continue to market the Property and if we are successful in introducing a Tenant you will be required to pay a Commission Fee as set out in clause 5.

**5. FEES**

5.1 All Fees will be deducted from any Rent or other monies held on your behalf, or if none, the Fees are due and payable upfront prior to the commencement of the Services or Additional Services.
Where the Fees in the Terms of Business for Lettings are shown inclusive of VAT, this will be charged at 20.0%. Should the rate of VAT change, the Fees will be adjusted to reflect this change.

5.2 If we introduce a Tenant who enters into an agreement to rent the Property, our Fee will become payable to us at the rate set out in Our Fees.

**Marketing Only Service**

5.3 Where you have instructed us under our Marketing Only Service, our Marketing Only Service Fee is payable before the Property is marketed for rent.

**Full Management, Let and Rent Collection & Let Only Services**

5.4 Where you have instructed us under our Full Management or Let and Rent Collection Service, our Commission Fee is charged as a percentage of the monthly rent payable over the duration of the Tenancy.

5.5 The Commission Fee for our Let and Rent Collection & Let Only services is subject to a minimum Fee of £900 (inc. VAT), per Tenancy, per year.

5.6 Where you have instructed us under our Let Only Service, our Commission Fee will be payable by you in full on or before the commencement of the Tenancy.

5.7 The Commission Fee is payable on the commencement of the Tenancy and for the length of time we are instructed to perform this Service including where a Non Housing Act Tenancy is renewed, extended or continues either by way of a fixed term or on a periodic basis. Housing Act Tenancies have no fixed term and continue until ended by the landlord or tenant.

5.8 Where there is more than one Tenant, the Commission Fee is payable in full for the term of the Tenancy or any amendment to it for so long as any or all of them remain in occupation.

Worked example of a Commission Fee:

Tenancy: 12 months
Rent: £800 per month
Full Management Commission Fee: 15.6% inc. VAT
Amount of Commission due from you: £124.80 per month inc. VAT
Please note this example is for reference purposes only

**Landlord Regulation Checks**

5.9 Where you have instructed us under our Full Management or Let and Rent Collection Service, our Landlord Regulation Checks Fee is payable by you monthly, for the duration of the Tenancy.

**Additional Services and Charges**

5.10 If you instruct us to perform any of our Additional Services, you will be required to pay any relevant Additional Services Fees as set out in Our Fees.

**Terminations and rent reviews**

5.11 As a result of the Renters' Rights Act 2025, Housing Act tenancies no longer have a fixed term and instead continue until either the landlord or tenant brings the tenancy to an end. Landlords can increase the rent to a market level a maximum of once in a 12 month period but not within the initial 12 months of the tenancy or since the last increase. We will review the rental figure with you and, where appropriate, serve notice to increase the rent. If the tenant disagrees with the rental increase and refers it to the First-tier Property Tribunal for a decision, we can assist by providing evidence to justify the proposed increase.

If the tenancy falls outside of the Housing Act, we will, where applicable, contact you towards the end of a fixed term to ask your plans. If you are happy for the tenancy to continue, we will negotiate the terms of the renewal and make sure that everything is confirmed in writing.

Additional fees apply, see section "Our Fees".

**Termination**

5.12 **If you decide to terminate our appointment by giving us the required notice as set out in clause 10.2, the Commission Fee will continue to be payable until the effective date of termination, and we will be entitled to charge the Fees as set out in clauses 10.5 and 10.6.**

**6. SALE OF THE PROPERTY**

6.1 If the Property is sold or transferred with the Tenancy in place, the provisions of clause 10.2 (TERMINATION AND SUSPENSION) applies. Any balance of fees owed to us under the provisions of that clause at completion of the sale remain payable by you. We will invoice you for the balance of fees and you must pay us within fourteen (14) days of the invoice date.

**7. CLIENT BANK ACCOUNT**

7.1 Any funds held by us as agent will be held in a bank account designated as a client account and separate from our own funds.

7.2 Any interest or other income derived from the operation of these accounts shall be the exclusive property of Countrywide Residential Lettings Limited.

**8. SIGNING TENANCY DOCUMENTATION ON YOUR BEHALF**

8.1 You authorise us to sign each and every tenancy agreement and any other documentation relating to the letting of the Property as agent on your behalf. You agree to be bound by the terms of these agreements and documents as if you had signed them yourself.

**9.DEPOSITS and DEPOSIT REPLACEMENT PRODUCTS**
(applies to Housing Act tenancies only)

9.1 If you instruct us to do so, we will at our discretion either hold your Tenant's Deposit in our Client Account and protect it with a Deposit Protection Scheme or pass it to the scheme for protection under their Custodial Scheme. Our chosen scheme is operated by Tenancy Deposit Solutions Limited (trading as MyDeposits.co.uk). Full details of the scheme can be found at www.mydeposits.co.uk.

9.2 Where we hold the Deposit any interest earned on the Deposit will be retained by us.

9.3 At the end of the Tenancy and where we hold it we will release the Deposit in accordance with the applicable Deposit Protection Scheme rules, once both you and the Tenant have agreed any deductions, or an appropriate third party adjudicator or court has ruled how it should be allocated. Where the Deposit is held under a Custodial Scheme details of how it will be released will be confirmed with you at the time of protection and/ or at the end of the Tenancy.

**Full Management Service**

9.4 If you have instructed us under our Full Management Service we will use reasonable endeavours to secure your consent and the consent of the Tenant for the allocation of the Deposit. If there is a dispute over the allocation of the Deposit, we will deal with adjudication in accordance with the procedure provided by MyDeposits.

We may reserve the right to decline any dispute being dealt with by adjudication where We feel there is no reasonable prospect of success.

Additional fees apply, see section "Our Fees".

**Let Only & Let and Rent Collection Services**

9.5 If you have instructed us under our Let Only & Let and Rent Collect Services you will be responsible for agreeing the allocation of the Deposit with the Tenant. We can assist in passing your instructions to the scheme administrators, but we will not assist with or advise on the adjudication procedure.

Additional fees apply, see section "Our Fees".

**Your nominated Deposit Protection Scheme**

9.6 If you decide to protect the Deposit yourself (or appoint another agent to do so) you must provide us with the following information prior to us releasing the Deposit to you:

• Your custodial scheme membership number and the exact name on the account; or

• Your DPS Insurance protection confirmation complete with all relevant and correct details once it is active; or

• A valid TDS or my|deposits Deposit Protection Certificate complete with all relevant and correct details.

9.7 We will not accept any liability for any loss suffered if you fail to comply with the deposit protection legislation, current good practice or Tenancy Deposit Protection Scheme Rules.

9.8 Where the Deposit is held in your nominated Deposit Protection Scheme, it is your responsibility to serve and re-serve (where applicable) the prescribed information on the Tenant or any interested parties at all relevant periods in accordance with the applicable legislation.

9.9 You will also be responsible for dealing with the scheme administrators for the release of the Deposit or any dispute.

**Zero Deposit Guarantee**

9.10 We offer the opportunity of cover equivalent to 6 weeks' rent under a Deposit Replacement Product. Tenants are given the opportunity to either provide a cash deposit equivalent to 5 weeks of rent up front or purchase a guarantee. Tenants remain liable for any breach of the tenancy agreement where a guarantee is purchased and you benefit from additional protection equivalent to an extra weeks rent. In the event that you are not willing to accept a guarantee, please let us know.

The guarantee is arranged through Zero Deposit, which is a trading name of Global Property Ventures Limited, and

which is authorised and regulated by the Financial Conduct Authority (reference number 797026). Zero Deposit's privacy policy can be found at www.zerodeposit.com/privacy_notice.

9.11 Where the Tenant has opted to purchase the Guarantee, no cash Deposit will be provided. The Tenancy requires the Tenant to maintain the Guarantee throughout the duration of the Tenancy. We shall inform you as soon as reasonably practicable if the Guarantee is cancelled for any reason, in which case we shall seek to collect a Deposit from the Tenant in accordance with these Terms and the Tenancy.

9.12 If the Guarantee is cancelled for any reason and the Tenant fails to provide a Deposit, we may deduct the Deposit from any Rent paid by the Tenant until the Deposit is satisfied in full. We will discuss and agree such deductions with you.

9.13 Commission is payable by the provider in consideration of our work when arranging and processing the Deposit Guarantee policy. This work involves services for the benefit of the provider, landlord and tenant. Our services allow the tenancy application to proceed. The value of the commission is an amount within the market norm for similar services.

**Other Deposit Replacement Products**

9.14 Where the Tenant has elected to take out an alternative Deposit Replacement Product and you agree to accept this, we will agree with you at the time the scope of our involvement based on the nature of the product.

**10. TERMINATION AND SUSPENSION**

10.1 We will continue to provide the Services for the duration of the Tenancy, unless you terminate our appointment in accordance with this clause.

10.2 Our Full Management Service is for a **minimum duration of 12 months** from the date of commencement of the Tenancy. Subject to this minimum duration, you can terminate our Full Management Service or our Let and Rent Collection Service on giving us **at least 6 months** written notice.

10.3 We reserve the right to suspend or terminate the Services with immediate effect in whole or in part if you breach any provision of these Terms including payments from you that are outstanding, if you breach any of your statutory obligations or we reasonably believe that the letting or continuing to let the property is unlawful. Where we suspend, we are not obliged to perform the Services until full payment of the outstanding amount has been made or the breach has been rectified.

10.4 These Terms may be terminated with immediate effect by you or us if we reasonably believe that the letting or continuing to let the property is unlawful. If either party commits a material breach that is not capable of being remedied or, if the breach can be remedied, if the party in breach fails to remedy it within 14 days of being notified in writing to do so. Where you terminate the contract under this clause 10.4 no further Fees will be payable by you to us.

**Consequences of termination**

10.5 If you terminate our appointment under our Full Management,Let Only or Let and Rent Collection Services but continue the Tenancy with the Tenant introduced by us in occupation, you must pay us a Commission Fee equivalent to the Let Only & Let and Rent Collection Services fee for the duration of the earliest date of :
a) 24 months from the date the Tenancy commenced and
b) the date the Tenant leaves the Property. This fee applies even if the renewal, extension or continuation of the tenancy is negotiated or facilitated by another agent or the Landlord direct.

10.6 Where we hold the deposit, within 28 days of terminating our appointment for any reason, you must arrange for the transfer of the Deposit. If you fail to arrange this transfer we will charge a Deposit Transfer Fee to reflect the ongoing costs incurred by us in maintaining the Deposit.

10.7 Following termination, we will invoice you for the Commission Fee and you must pay us within fourteen (14) days of the invoice date.

**11. OTHER LETTING AGENTS**

11.1 From time to time and to improve the efficiency of the Services we provide, we may instruct other letting agencies to assist us in finding a Tenant for the Property. This will not result in any increase in the Fees and you will not be liable to pay any fees to any other agent, but we may share the Fee you pay us with them. If you would prefer us not to instruct other letting agencies then please let us know.

**12. UTILITIES - ENERGY SUPPLIER**

12.1.1 To assist you in Tenancy commencement and exit, we are authorised by you, as your agent, in the absence of any objection to arrange for the gas and electricity to be transferred to a nominated energy supplier during any period that the Property is unoccupied, and liaise with the nominated energy supplier, local authority and water provider(s). At the date of these Terms, the nominated energy supplier is OVO Gas Ltd, OVO (S) Gas Ltd and OVO Electricity Ltd (together "OVO Energy") (also trading as 'SSE') which are the licensed supply entities appointed to take on the electricity and/or gas supplier for the property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

We may receive a referral fee from the nominated supplier (See 14, Contractors & Third Parties below).

12.2.1 You understand we may provide your contact details to OVO Energy for the purpose

of:

(a) registering the electricity and/or gas meters at the property with OVO Energy, providing electricity and gas to the property in your name at your home address or such other correspondence address as you have provided to us, and administering your account;

12.2.2. You understand we may provide your contact details to OVO Energy for the purpose of:

(a) registering the Landlord with the relevant local authority for the payment of council tax; and

(b) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

12.3 Should you wish to make your own arrangements for the transfer of gas, electricity, council tax and water please tick here or contact your branch at any later time to object to the data share. ☐

12.4 We will not accept any liability for any loss suffered if you or your Tenant fail to action the transfer of the gas, electricity, council tax or water (as may be required).

12.5 You understand you may be unable to object to us sharing your information for the purposes of council tax and water supply, where we are legally obligated to do so. You understand that you may be unable to object to us sharing your information for the purposes of closing accounts as

necessary at termination of this agreement.

12.6. The relevant OVO Energy Ltd privacy notice is available at https://sse.co.uk/about-us/legal/privacy-policy.

**13. RENT AND LEGAL PROTECTION INSURANCE**

13.1 You can ask us to arrange for Rent And Legal Protection Insurance as set out in Our Services. This insurance will be subject to availability in the market and to additional terms and conditions (as set out in the Key Information on our Protection Services Document (CIDD), IPID and Policy Wording or such other terms as applicable from time to time). Should the rate of IPT change the fees indicated in the Terms of Business will be adjusted to reflect this change.

**14. CONTRACTORS & THIRD PARTIES**

14.1 At your request and own risk we will endeavour, without undertaking checks on suitability to use contractors and third parties suggested by you. You should ensure they are suitably insured and qualified for the proposed works/ service they are to undertake on your behalf before asking us to use them. Where for whatever reason we use a contractor or third party recommended by us then we may charge them a fee. The fee is paid to us and not to you and will usually, but not always, be deducted from monies owed to them when we settle the invoice on your behalf from funds held on account under Clause 7 (Client Bank account) above. This will not be reflected in your statement of account.

**15. INDEMNITY**

15.1 You agree to reimburse us in full all costs, expenses (including legal expenses) or liabilities incurred by us in carrying out the Services, including but not limited to:

a) Any costs, claims, expenses or liabilities incurred by us as a result of any false, misleading or missing information provided by you.

b) Any costs, claims, expenses or liabilities incurred by us as a result of your failure to comply with any applicable law, including but not limited to any failure to comply with your obligations set out in these Terms.

c) Any costs, claims, expenses or liabilities incurred by us as a result of any instruction given by you to refuse to grant a Tenancy to any prospective Tenant for whatever reason.

d) Any costs, claims, expenses or liabilities incurred by us as a result of prosecution or civil penalty.

e) Any costs, claims, expenses or liabilities incurred by us as a result of any action by you.

f) Any costs, claims, expenses or liabilities incurred by us as a result of your failure to supply us information or prompt instructions.

g) Any costs and expenses incurred by us as a result of us carrying out any works to the Property notified as required by the local authority.

h) Any and all losses, costs, expenses, fines and penalties incurred by us as a result of you instructing us to market or re-let the Property within 12 months of expiry of a notice under Section 8 of the Housing Act to take possession of the property for the purposes of either selling or moving into the property or within 12 months of the issue of a claim for possession bases on these grounds.

**16. EXCLUSION OF LIABILITY**

16.1 Our Services will be provided using reasonable care and skill. We do not seek to exclude liability for our own negligence. However we do not:

a) give any warranty or guarantee regarding the suitability of any Tenant, or their compliance with the Tenancy.

b) accept any liability to you should any information in any prospective Tenant's references prove to be false, inaccurate or misleading.

c) accept any liability for any acts or omissions of any third party engaged by us on your behalf, including referencing services, unless we failed to exercise reasonable care and skill in their selection.

d) accept any liability for any matter specifically excluded within Our Service section of these Terms.

16.2 Our entire liability to you in respect of the Services provided shall not exceed the greater of £100,000 or 12 months' rent. We are not liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms.

16.3 These Terms do not exclude or limit our liability to you for:

a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.

b) fraud or fraudulent misrepresentation.

**17. AGENT AS LICENCE HOLDER FOR THE LANDLORD**

17.1 This service is only available, at our discretion, for landlords of our Full Management Service for situations where the licence cannot be held directly in the Landlord's name. Countrywide Residential Lettings Nominee Company will apply for the licence which will be held in our (Countrywide Residential Lettings Limited's) name. The cost of this service is £250 (£300 Inc. VAT) and is in addition to the Licence Application Fee of £325 (£390 Inc. VAT) plus the licence fee payable to the relevant local authority.

17.2 The following conditions apply:

a) We can only hold and administer the licence on our "Full Management" service.

b) You shall maintain your Property to the standard required for the property licence.

c) You agree to us holding a minimum repairs float of £200. Depending on the circumstances, a higher amount can be agreed in advance between you and us.

d) You agree to us carrying out emergency repairs at our sole discretion. We will make reasonable efforts to contact you in advance for your consent before undertaking such repairs. If the costs of such repairs are above the repairs float agreed under clause 17.2 (c) you agree to provide or reimburse us fully with the necessary additional funds.

e) You agree to us carrying out your annual Gas Safety Record using our preferred contractors.

f) You agree to us carrying out an Electrical Installation Condition Report and Portable Appliance test if these are a licence requirement.

g) You agree to us carrying out any other legally required safety inspections that become due.

h) You agree to us installing the appropriate fire alarm system where required.

i) You agree to us holding a management set of keys for property management access.

j) We will undertake Property visits annually. If under the conditions of the licence additional Property visits are required these shall be charged at £66.00 including VAT per visit.

k) You agree to us entering into and terminating tenancy agreements which are held in your name in the event that the tenant or tenants breach the terms of the licence and where the Local Authority has required the tenancy to be terminated.

l) Once obtained, the licence is 'non-transferable' and should we cease to act as your agent, you (or your new agent) will have to obtain a new licence for the Property. We cannot provide you with a refund in respect of the costs of any existing licence or payment relating to costs or fees that you may incur in obtaining a new licence.

m) You shall notify your insurer, mortgage provider and the freeholder (if applicable) that the Property is now subject to licensing.

**18. LANDLORDS RESIDENT OUTSIDE THE UK**

18.1 You are liable for all taxation and must make relevant returns to HM Revenue & Customs (HMRC).

18.2 You must tell us if you are not a resident in the UK for tax purposes. HMRC operates a scheme called Non-Resident Landlords Scheme for taxing the UK rental income of non-resident landlords ('the Scheme'). This scheme requires UK lettings agents to deduct basic rate tax from any Rent collected for Landlords who are not resident in the UK for tax purposes.

18.3 Where you have told us you are not resident in the UK for tax purposes, and unless you provide adequate evidence from HMRC that Rent should be paid without tax deduction, we shall:

18.3.1 deduct such amount of income tax as is prescribed by the Scheme including supporting regulations and guidance notes; and

18.3.2 provide suitable reporting to support submission by You (on behalf of the Owner) to HM Revenue & Customs in the manner prescribed by such rules and in accordance with Your instructions.

18.4 Where we do not deduct tax which should have been deducted under the Scheme, we may recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

**19. USE AND DISCLOSURE OF INFORMATION**

19.1 - We will both be transferring Personal Data to each other for the purposes of these Terms and the Services, and each of us will be an independent data controller for certain processes in relation to any Personal Data collected, processed and stored. For certain tenancy related services we will act as joint controllers, both determining how to process tenant and guarantor personal data to deliver the service to you.

19.2 - To deliver the Services and the obligations under this Terms and Conditions we shall each:

a) process the Personal Data in accordance with the Data Protection Laws and only to the extent as is necessary for the performance of its obligations under these Terms

b) only disclose or allow access (including third parties) to the Personal Data to perform obligations in connection with these Terms, or there is a legal or regulatory requirement to do so;

c) provide each other mutual assistance to manage complaints and personal data breaches, if it is lawful to do so.

19.3 - Should you be a joint landlord the Personal Data provided in the Terms will be visible to both landlords, as both are required to sign these Terms. If you have any concerns with the joint landlord viewing any of your Personal Data contained in these Terms you must let us know before returning the completed and signed Terms. There may be circumstances where we are unable to meet a request for non- disclosure of your personal data to a joint landlord, such as where we are legally or contractually obligated to disclose.

19.4 - You are responsible for handling any personal data shared or accessed by you throughout the duration of your management contract. You are required to register with the Information Commissioners Office (ICO). You can do so, including payment of the relevant fee, at ico.org.uk/for-organisations/data-protection-fee/. For more details see Faq's Paying a data protection fee – real estate sector | ICO

19.5 For full details on how we process your personal data and our Information Commissioner (ICO) registration details, refer to the our Privacy Notice countrywide.co.uk/notices/privacy-policy/ You can also contact the branch for a physical copy.

19.6 - You may receive communications from the 'Connells Group'. Our in-house central lettings teams will support aspects of your management contract and deliver this service for all Connells Group Companies. They will not share your details with other Group Company unless there is a lawful basis to do so. More details on the Connells Group can be found at connellsgroup.co.uk.

**Assistance**

19.7 Both of us will assist the other in complying with all applicable requirements of the Data Protection Laws in relation to Personal Data. In particular, we shall each:

a) promptly inform the other party where required about the receipt of any data subject access request and provide reasonable assistance in complying with any data subject access request;

b) assist, at the cost of the other party where required, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws relating to security, breach notifications, data retention, impact assessments and consultations with supervisory authorities or regulators;

c) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;

d) at the written direction of the Data Discloser, delete or return any shared Personal Data to the Data Discloser on termination of this Terms and Conditions unless required by law; under contract or where the Recipient has an overriding business interest to lawfully continue to store Personal Data whilst in retention periods.

19.8 Notifications to us should be sent to the email address privacy@countrywide.co.uk

**20. COMPLAINTS AND REDRESS SCHEME**

20.1 We are members of The Property Ombudsman (TPO) Scheme and subscribe to the TPO Code of Practice for Letting Agents. If you wish to raise a complaint, please contact your local lettings office in the first instance to discuss your concerns with us and we will endeavour to resolve them promptly and efficiently. If you continue to be dissatisfied, we

will then begin our formal complaint procedure as follows:

**20.2 Stage One:**

If after talking to your usual contact you do not feel that your complaint has been resolved, please write to the Customer Care Team with details of your complaint. Please keep copies of all correspondence sent to us and notes of any conversations or telephone calls you have made.

You can contact this team at:
Email: Customercare@countrywide.co.uk
Phone: 0161 233 8231 (Monday to Friday 9am – 5:30pm)
Post: Customer Care Team, Countrywide House,
Lake View Drive, Annesley, Nottingham NG15 0DT

Please include the following information in your letter of complaint:

• Your name, address and a daytime telephone number.

• The name and office of the individual you have been dealing with.

• A clear description of your complaint, outlining what you believe has gone wrong.

• Details of your desired outcome.

We will confirm receipt of your letter within 3 working days and will aim to send you a full reply within 15 days.

**20.3 Stage Two:**

If you remain dissatisfied by the response received by our Customer Care Team, then you have the right of appeal, meaning a separate and detached review of the complaint by a different member of the team not directly involved with the original investigation. You are able to make us aware of this at the contact details above. A full and final response will be sent out to you within 15 working days.

**20.4 Stage Three:**

If our internal complaints procedure does not resolve your complaint, you can contact our regulatory body, The Property Ombudsman. In making a complaint to the TPO, your information relating to the letting of the Property will need to be shared with the TPO, by you and by us. The TPO also ask for your details to assist them in their monitoring of our compliance with the TPO Code of Practice.

The Property Ombudsman may be contacted at:
The Property Ombudsman, Milford House,
43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
Tel: 01722 333 306 | admin@tpos.co,uk | www.tpos.co.uk

**21. UPDATES TO THE TERMS OF BUSINESS FOR LETTINGS**

21.1 From time to time we may update the Terms of Business for Lettings and these Terms, including Fees, and we will do so by advising you in writing of such updates.

21.2 The Terms of Business for Lettings and these Terms, including any amendments or updates to them, shall apply to any Tenancy agreed in relation to the Property.

**22. GENERAL**

22.1 The Terms of Business for Lettings and these Terms constitute the entire agreement between us and supersede any previous agreements, arrangements and understandings between us relating to the Property, whether made in writing or verbally.

22.2 Each condition in the Terms operates separately. If any provision or part of a provision is held by a Court to be unreasonable or inapplicable, the other parts shall continue to apply.

22.3 These terms are between you and us. Nobody else has any rights under these Terms, including under the Contracts (Right of Third Parties) Act 1999. No other person shall have any rights to enforce any of these Terms.

22.4 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay, but we will not be liable for any such delays.

22.5 Even if we delay in enforcing the Terms of Business for Lettings and these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if you breach these Terms and we delay in taking steps against you, this will not remove your obligation to do those things and it will not prevent us taking steps against you at a later date.

22.6 We may transfer our rights and obligations under the Terms of Business for Lettings and these Terms to another organisation. We will contact you to let you know if we plan to do this.

22.7 The Terms of Business for Lettings and these Terms are governed by the laws of England and Wales but you may be able to apply the laws in your country of residence if you live outside of England and Wales and are a consumer. The courts of England and Wales have non-exclusive jurisdiction.

**23. DEFINITIONS**

**"Additional Services"** means the optional Service(s) that you may request us to perform subject to any Additional Fee(s), as listed in section Our Fees;

**"Additional Services Fee(s)"** means any Fee other than the Cancellation Fee or Commission Fee that may become payable by you as listed in section Our Fees;

**"Change of Sharer fee"** means the fee charged by us for the administration associated with the replacement of one or more named tenants/ contract holders during or at renewal of the Tenancy.

**"Commission Fee"** means the Full Management, Let and Rent Collection and Let Only fee payable by you to us in consideration for us performing the Services, as set out in section Our Fees;

**"Controller and Joint Controller"** "Controller" means a person or organisation who (either alone or jointly with others) determines the purposes and means of processing personal data. "Joint Controllers" means two or more persons or organisations who jointly determine the purposes and means of processing the same data, as defined under UK data protection legislation including the UK GDPR and Data Protection Act 2018;

**"Data Protection Laws"** means (i) the Data Protection Act 2018 (ii) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UKGDPR) and any national implementing laws, regulations and secondary legislation and (iii) any successor legislation to the Data Protection Act 2018;

**"Deposit"** means the sum payable by the Tenant before the start of the Tenancy and in accordance with the terms of the Tenancy, the aim of which is to ensure that the Tenant fulfils their obligations under the Tenancy Agreement;

**"Deposit Protection Scheme"** means a Government-backed tenancy deposit scheme;

**"Deposit Replacement Product"** means a substitute for the Deposit;

**"Fees"** means the Additional Services Fee(s), Cancellation Fee, Commission Fee and Landlord Regulation Checks Fee;

**"Guarantee"** means the Deposit Replacement Product supplied by Zero Deposit;

**"IPT"** means Insurance Premium Tax

**"Landlord"** means the owner or joint owners of the Property, or persons duly authorised under Power of Attorney, or any other legal power, to let out the Property and receive the Services under these Terms;

**"Landlord Regulation Checks Fee"** means the Landlord Regulation Checks Fee as set out in section Our Fees;

**"Personal Data"** as defined by Data Protection Law, including the following main types of information collected and processed about you, and where required personal data of a third party shared between you and us relevant to the following categories of data subject:

• your personal data - name, contact number, email address, home and correspondence postal address, Property address, bank details, HMRC Non-Resident Landlord Approval, HM Land Registry documentation; where applicable online identifiers such as digital signatures and IP address, and biometric facial recognition where undertaken for ID verification purposes;

• Prospective Tenant and Tenant data - name, contact number, email address, postal addresses including previous and forwarding address, documentation in accordance the Immigration Act 2014, third party referencing data, bank details, digital signature;

• Prospective Guarantor and Guarantor data - name, contact number, email address, postal address third party referencing data, bank details;

• Contractors, third party providers or advisors data - name, contact number, email address, postal address, bank details, insurance cover, membership of regulatory bodies (i.e. gas safe.);

• Other types of personal data and special category of data may be collected and processed, for example to provide our services and as required to meet legal and regulatory obligations.

**"Property"** means the freehold or leasehold property or properties detailed in these Terms of Business for Lettings;

**"Marketing Only Service Fee"** means the Fee for the Marketing Only Service, as set out in section Our Services;

**"Rent"** means the money payable to you by the Tenant in accordance with the terms of the tenancy agreement;

**"Services"** means the core services to be performed by us in accordance with these Terms of Business for Lettings, as set out in Our Services;

**"Tenant"** means the person who enters into the Tenancy Agreement with you;

**"Tenancy"** the right of the Tenant to occupy the Property under the Tenancy Agreement;

**"Tenancy Agreement"** means the agreement (including any continuation, extension or renewal of the agreement) between you and the Tenant setting out the terms of the Tenant's occupation of the Property;

**"Tenancy Extension or Rent Review Service Fee"** means the Fee for the Tenancy Extension or Rent Review Service, as set out in the section Our Fees;

**"Terms of Business for Lettings"** means this document comprising the Service Summary, Our Services, Your Legal Obligations, Our Fees, and these Terms;

**"we, our, us"** means Countrywide Residential Lettings Limited and any and all trading subsidiaries of the Countrywide group. Countrywide Residential Lettings Limited is an agent and subsidiary of Countrywide Estate Agents, whose registered office address is Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1GF. Countrywide Estate Agents is an appointed representative of Connells Group Principal Services Limited, which is authorised and regulated by the Financial Conduct Authority;

**"you, your"** means the Landlord who shall comprise of one or more persons;

# KEY INFORMATION ON OUR PROTECTION SERVICES

Countrywide
Residential Lettings

**This document is designed to clearly detail our protection services on offer, as well as the relationship between the different brands and providers you may encounter along the way. Your Lettings Consultant will talk you through the key points of this document, but should you need further help or explanation at any point, please let us know and we will be more than happy to provide further assistance. You can also visit www.moneyhelper.org.uk which is a website by HM Government to provide independent financial information to the general public.**

**For activities relating to non-investment insurance contracts, Countrywide Residential Lettings (CRL) is an agent and subsidiary of Countrywide Estate Agents Limited which is an appointed representative of Connells Group Principle Services Limited.**

## PROTECTION

We are acting in an intermediary capacity only. We are acting on your behalf offering landlords Rent and Legal Protection insurance from ARAG Legal Expenses Company Limited. We act as an agent of ARAG for activities including collecting premiums, issuing policy documentation and handling (including payment of) claims.

We act on your behalf offering landlords' buildings and contents insurance from Ageas Insurance Limited. We act as an agent of Ageas Insurance Limited for the purposes of selling, arranging, and administering these policies.

We may be able to introduce your tenant to Zero Deposit™ to purchase a Zero Deposit Guarantee or a Guarantor+ product. Countrywide Estate Agents Limited acts as an agent of Equitable Rental Insurance Limited (the insurer) for the handling and payment of claims for these policies.

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. Your decision to buy or not buy will not affect your application for any non-insurance services such as a mortgage application or house purchase.

When introducing or arranging an insurance policy for you, the insurance intermediary/insurer pays us commission that is a percentage of the total premium/policy fee, and for certain policy types we can also receive an additional payment based on profitability of the overall product (or scheme). We will disclose any commission or fee received by this company for insurance products, upon written request to Head Office.

You will not be charged an additional fee for this service.

### BUILDINGS AND CONTENTS POLICIES WITH AGEAS INSURANCE LTD (AGEAS)

As part of any application you may make for a buildings and contents policy with Ageas, they will collect and use your personal information. This will include information about you, your family and anyone else covered by the policy. For details of how they use the personal information we collect from you and transfer to them, and your rights, please refer to www.ageas.co.uk/privacy-policy or contact Ageas' Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk

By proceeding with an application for a policy with Ageas, you confirm that you accept that Ageas will use your personal information to decide whether they can offer you a policy and if so, on what terms. You also confirm that anyone else covered by the policy accepts that their personal information will also be used in the application for a policy.

### RENT & LEGAL PROTECTION INSURANCE WITH ARAG LEGAL EXPENSES COMPANY LTD (ARAG)

As part of any application you may make for a Rent and Legal Protection policy with ARAG, they will collect and use your personal information.

For details of how ARAG collect, use and store your personal information - please refer to https://www.arag.co.uk/data-legal/privacy-notice/ or contact ARAG's Data Protection Officer at ARAG UK, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW or dataprotection@arag.co.uk

### ZERO DEPOSIT GUARANTEES AND GUARANTOR+ PRODUCTS WITH ZERO DEPOSIT (A TRADING STYLE OF GLOBAL PROPERTY VENTURES LIMITED)

If you allow your tenant(s) to apply for a Zero Deposit Guarantee or a Guarantor+ product you are agreeing that we may pass your name, address and contact details to Zero Deposit to allow them to record you as a named beneficiary on the policies and to administer and perform those contracts.

For details of how Zero Deposit collect, use and store your personal information - please refer to https://www.zerodeposit.com/privacy-notice.pdf or contact Zero Deposit's Data Protection Officer at Business and Technology Centre, Bessemer Way, Stevenage, SG1 2DX or dpo@zerodeposit.com

To find out in more detail about how Equitable Rental Insurance Limited (the insurer) uses personal information you can find their full privacy notice online at https://equitable-insurance.com/privacy-notice .

## PROVIDING ACCURATE INFORMATION

The information provided by you must be complete and accurate.

Providing inaccurate or incomplete information may lead to your application being declined, the insurance policy becoming void and/or it may impact your ability to make a successful claim.

## CUSTOMER VERIFICATION

We are committed to carrying out measures to help prevent financial crime and protect ourselves and our customers from fraudulent activity and identity theft. We therefore carry out an

electronic ID verification check for all applicants. This is not a credit check and will not affect your credit score, although a note of the check will show on your credit file.

If you have any questions, please refer them to your Lettings Negotiator.

## MONEY LAUNDERING

In order to comply with Money Laundering Regulations, we will request personal data from you.

We will ask you for documents to confirm your identity and address and we will also use some of your personal data to carry out electronic identity verification.

The data collected will be processed for the purposes of preventing money laundering and terrorist financing and will not be used for any other purpose without your express permission. (For those customers using our mortgage services, the financial data that you provide may also be used for the purpose of establishing affordability).

If you are using the services provided by one of our business partners (e.g. mortgage lender, insurance provider, conveyancer) we may pass your details to them for the purposes of preventing money laundering and terrorist financing.

## PREFERRED METHOD OF CONTACT

CRL will provide you with updates throughout the duration of your application and subsequent policy. To provide the best possible service we will contact you via SMS, Email and Post. Please make us aware if this is not acceptable to you.

## ADDITIONAL COSTS

As well as the premiums and costs that we make you aware of, other taxes and costs may exist that are not paid via us not imposed by us.

## WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us in writing, by telephone or email:

Customer Relations, Witan Gate House,
500-600 Witan Gate West, Milton Keynes, MK9 1GF.
T: 01525 244 504 E: **complaints@cwpsl.co.uk**

If you cannot settle your complaint with us regarding your mortgage and/or insurance you may be entitled to refer it to the Financial Ombudsman Service.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

| | |
|---|---|
| **INSURANCES** | Insurance advising and arranging is covered for either 90% or, in certain circumstances, 100% of the claim without any upper limit. |

Further information about compensation scheme arrangements is available from the FSCS.

## PRIVACY NOTICE

For details of how we collect, use and store your personal information - please refer to https://www.countrywide.co.uk/privacy

Countrywide Mortgage Services and Slater Hogg Mortgage Services are trading names of Connells Group Principal Services Limited which is authorised and regulated by the Financial Conduct Authority (Firm Registration Number 301684). Registered Office: Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1GF. Registered in England no. 01707341.

# Rental Protection and Legal Expenses

## Insurance Product Information Document

**Company: Countrywide** **Product: Rent & Legal Protection**

Countrywide Estate Agents, trading as Countrywide Residential Lettings is an Appointed Representative of Connells Group Principal Services, which is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Registration Number 301684. This policy is underwritten by ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

**This document is a summary of the insurance cover and restrictions.**
**Please refer to your policy documentation for full details of your cover and the terms and conditions.**

## What is this type of insurance?

Rent & Legal Protection Insurance provides insurance cover for legal costs and expenses should you experience one of the legal problems relating to the letting of your property covered by this policy.

## What is insured?

**Repossession**
✓ Regaining possession of your property from your tenant

**Eviction of Squatters**
✓ Eviction of someone living in your property without your permission (other than your tenant or ex-tenant)

**Loss of Rent**
✓ Payment of rent arrears where your tenant is still in your property

**Alternative Accommodation**
✓ Payment of alternative accommodation costs while you try to gain possession of your property

## What is not insured?

✗ Civil claims where the lawyer we appoint for you does not believe you will be more likely than not to win your case
✗ All fees, costs and disbursements you incur before we have agreed to cover your claim
✗ Legal problems that started before the date your cover begins
✗ Costs which exceed your policy limit of £50,000 for any one claim
✗ Monthly rental payments which exceed your policy limit of £5,000 per month
✗ Any matter to do with rent, rate or land tribunals, rent assessment committees or rent officers
✗ A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out this policy
✗ Claims reported more than 2 calendar months after the date you should have known about the insured incident, if this prejudices our ability to verify the claim
✗ Where a notice for possession has not already been served, any Rent Arrears payment where the legally prescribed level to serve notice of possession on the basis of unpaid Rent, has not been met
✗ The excess of £225, or 50% of the first month's rent, whichever is the greater, in respect of loss of rent claims

## Are there any restrictions on cover?

You are not covered for:

! The use of your own lawyer. We will appoint a lawyer or other professional for you. You may choose your own lawyer only when legal proceedings start or if there is a conflict of interest

! **Repossession** claims where:
- your property is not let under an Assured Tenancy or Assured Shorthold Tenancy within the Housing Act 1988 (as amended by the Housing Act 1996) or any other amendments to that Act or equivalent legislation which applies within the territorial limits, a standard contract under the Renting Homes (Wales) Act 2016; or an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or a Tenancy Agreement in which the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or any equivalent tenancy or future amending legislation applying to this definition
- you have not provided the tenant with the correct notices

! **Loss of Rent:**
- unless you are seeking repossession of the property and after vacant possession is obtained
- which exceeds more than 12 months' unpaid rent in total for any one claim
- any loss of rent which accrues in any period during which court action for possession of the property is not possible because of legislation, or government or court guidance or rules

! **Alternative Accommodation:**
- after a maximum of 30 days or costs exceeding £75 per day

## Where am I covered?

✓ United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands

## What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need

## When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.

## When does the cover start and end?

This cover will last for the duration of the tenancy or until cover is cancelled by yourself. If in any doubt, please speak to the person who sold you this policy.

## How do I cancel the contract?

You may cancel this policy at any time by contacting your branch, emailing **lscrent.andlegalenquiries@countrywide.co.uk** or alternatively by writing to: Countrywide Residential Lettings, Rent & Legal Protection Team, Countrywide House, Sherwood Court, Lakeview Drive, Sherwood Park, Annesley, Nottingham NG15 0DT