LETTING AND PROPERTY MANAGEMENT

TERMS AND CONDITIONS

This Agreement has been prepared and issued by Portfield Garrard & Wright Ltd acting as Letting Agent on behalf of the Landlord. The Agent will administer the tenancy in accordance with current legislation and professional standards, including those introduced under the Renters' Reform Bill.

The tenancy created by this Agreement is a periodic (rolling) tenancy, meaning it does not have a fixed end date and will continue until terminated by either party in accordance with the applicable legal notice requirements. Both Landlord and Tenant are required to comply with all obligations set out in the Agreement, as well as relevant statutory provisions governing residential lettings in England.

If there are any aspects of this document that are unclear, clarification should be sought from the Agent prior to signing.

Letting Agent:
Portfield Garrard & Wright Ltd
10 Castlegate, Tickhill, Doncaster, DN11 9QU

1. Tenancy Agreements

We will prepare and administer periodic tenancy agreements only, in accordance with current UK legislation.
All statutory notices will be served in line with current housing law. The use of “no-fault” eviction procedures is prohibited, and possession can only be sought on legally permitted grounds.

2. Management Fee

In consideration of our services, we will charge a management fee of 12% (inclusive of VAT) of the gross monthly rent.
For example, if the monthly rent was £ , you will pay a fee of £ inclusive of VAT. The rent will be £ per month.
Should the agreed rental be higher or lower than the example price, our commission fee will be correspondingly higher or lower.
This fee will be deducted monthly from rent received.

2.1 Property Management Services

We will:
(a) Collect rent and account to you monthly
(b) Monitor arrears and advise on lawful recovery procedures
(c) Conduct inspections (3 months after start, then every 6 months subject to being allowed access by the tenant)

(d) Arrange repairs with your approval (except emergencies)
(e) Handle tenant communication and compliance matters
(f) Ensure compliance with current legislation including:

- Right to Rent checks
- Safety certification (gas, electrical, etc.)
- Deposit compliance
- Ombudsman and redress scheme requirements

3. Rent & Rent Increases

- Rent must be set at a fair market rate.
- Increases can only be made **once per year** and must follow statutory procedures.
- Tenants have the right to challenge excessive increases.
- Portfield Garrard & Wright Ltd will not be responsible for any costs in relation to late payment or non-payment of rent by the tenant or other parties.

4. Tenancy Deposit

A deposit of up to 5 weeks' rent will be taken and protected in a government-approved scheme in accordance with the law. This may be used in the event of any rent arrears, defects and damage caused during the tenancy subject to wear and tear.
The Agent will register and manage the deposit on behalf of the landlord, unless otherwise agreed in writing.

5. Setup Fee

A setup charge of **£420 (inclusive of VAT)** applies per tenancy. This includes:

- Agreement preparation
- Compliance documentation
- Tenant referencing
- Inventory (if included)
- Utility notifications

If a tenant vacates the Property within 6 months of the tenancy, we will reduce the setup fee to £240 (inclusive of VAT).

6. Tenant Referencing

Referencing fees of £36 (inclusive of VAT) per tenant apply if requested.

7. Repairs & Maintenance

- Repairs will only be carried out with landlord approval (except emergencies)
- We may charge an administration fee of up to 10% (inclusive of VAT) of repair costs which covers the administration to organise repairs with the tenant and contractor.
- All works will comply with legal safety obligations.

8. Payments to Landlord

We will remit rental income monthly, less:

- Management fees
- Approved expenses
- Maintenance costs

9. Landlord Responsibilities

The landlord agrees to:

- Maintain adequate building insurance including liability to the Tenant or any occupiers or visitors to the Property arising (without limiting the same) from the condition of the Property.
- Ensure property safety and legal compliance.

- Provide all required certifications.
- Register with any mandatory landlord database if required by law.
- Manage all consents necessary in order to let the property.

10. Legal Proceedings

If legal action is required:

- The landlord will be responsible for all legal and court costs.
- The agent may assist and instruct solicitors with consent.
- The landlord will need to formally instruct a solicitor to initiate and manage any proceedings under Section 8 of the Housing Act. This will include preparing and serving the necessary notices, ensuring compliance with all statutory requirements, and representing the landlord throughout the legal process if the matter progresses to court.
- Should you require assistance, we would be pleased to recommend a suitably experienced solicitor to support you in this matter.

11. Termination of Agreement

- This agreement may be terminated by either party with 1 month's written notice.
- Existing tenancies must be honoured and managed in accordance with the law.

12. Prohibited Fees & Compliance

All charges comply with the Tenant Fees Act 2019 and subsequent reforms.
No prohibited fees will be charged to tenants.

13. Complaints & Redress

We operate a complaints procedure in accordance with:

- The Property Ombudsman (TPO)
- RICS

Complaints will be acknowledged within 3 working days and responded to within 15 days.
Further details of the Complaints Handling Procedure can be obtained by contacting the company's registered office.
We pride ourselves as being a member of Property Ombudsman (www.tpos.co.uk). Any information you require please let us know.
In accordance with RICS regulations, Portfield Garrard & Wright Ltd operate a Complaints. Handling Procedure. Any complaint should be sent in writing to the company's registered office addressed to the Director.

14. Client Money Protection

Client money is protected under a CMP scheme provided by RICS.

15. EPC Requirement

An Energy Performance Certificate (EPC) must be in place before marketing.
We can arrange this at a cost of £72 (inclusive of VAT).

16. Data Protection

All personal data will be processed in accordance with the UK GDPR.

17. Sale to Tenant

If a sale is agreed between landlord and tenant, a commission fee may be payable for introduction.

18. Let-Only Service

A let-only service is available at:

- Minimum fee £520 including VAT

- If a tenant vacates the Property within 6 months of the tenancy, we will reduce the setup fee to £240 (inclusive of VAT).
- An inventory will not be included as part of the service but can be included for an additional fee of £120 including VAT, if required.
- It will be the landlord's responsibility to register the bond with an approved bond protection scheme. We can register the deposit in our bond scheme (DPS) for a fee of £180 including VAT which would include the checkout report and management of the deposit.

Ongoing management is not included.

19. Cancellation Rights

You have the right to cancel within 14 days of signing this agreement.
If you would like support with Rent & Legal Protection Cover please contact our Lettings Team.

The Landlord acknowledges and confirms that Portfield Garrard & Wright Ltd are acting as the Landlords' agent only and have no liability for any claim arising from the condition of the property or its contents.

SIGNATURES

Signed: _____
For the Agent

Landlord Name: _____

Landlord Signature: _____

Property Address: _____

Date _____