

Agency and Landlord Agreement Between

Anthony Lettings

Anthony Lettings is a trading name of Anthony Lettings Limited.

Registered office: 87-89 High Street, Hoddesdon, EN11 8TL

Registered in England Number 7532347

And

The above-mentioned landlord(s)

The following conditions form part of the agreement between Anthony Lettings and the Landlord specified above. They are, in conjunction with the Agent's information, the level of service required and selected by the Landlord and are reliant upon the information given to the Agent by the Landlord:

Definitions

The "Landlord", "you" or "your" means the person or persons named as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under this agreement if the other members do not fulfil their obligations.

- The 'Agent' 'we' or 'us' means Anthony Lettings, Ground Floor, The Rotunda, Old London Road, Hertford, SG13 7LA.
- The 'Tenant' means the party named in the tenancy agreement as the tenant of the property.
- The 'Property' means the property detailed above as the address of the property to be let including all outbuildings, grounds, fence, boundaries etc.

1. Our Service Levels

1.1 Let Only Service

The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.

- The Agent will arrange for the legally required checking and paperwork for the Property. This may include gas safety certification, an energy performance certificate, mains electrical testing and portable appliance testing. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- Once a prospective tenant is found, they will be asked to complete a comprehensive application form giving information and details for referencing.
- The Agent will then take up references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will be responsible for any subsequent checks required under the Immigration Act.
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994. The Landlord must supply the relevant Prescribed information to the Tenant under the Housing Act. The Agent shall, if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC), gas and electricity safety checks to be carried out before a tenancy commences in order to comply with the Owner's legal obligations. These must be prepared for the Property prior to marketing. The Agent will be unable to market the Property unless a valid EPC is available.
- If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either: advise the Owner of the hazards and the steps that need to be taken; or recommend that the Owner seek advice from a suitably qualified person.
- The Agent shall, if requested by the Owner and at the Owner's cost arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; check that each alarm is in proper working order on the day a new tenancy begins.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for an Inventory which will be sent to the Tenant on completion. The Tenant will have 7 days in which to disagree with any detail contained within.
- The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- The Agent will have the tenancy agreement drawn up, signed by the tenant and any other relevant party and collect any money due under the application giving the Tenant copies of appropriate paperwork.

If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will either need to have a scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in a scheme of our choice to protect you. We will not however, have any involvement in the refund of the deposit or any disputes at the end of the tenancy. For our Let Only Service, the Agent will then send the Landlord the balance of funds received from the tenant, less agency expenses and fees. This element does not apply to the following levels of service.

1.2 Letting & Rent Collection Service

In addition to our Let Only Service as above:

- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- The Owner is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- The Agent will submit utility readings to the relevant suppliers.
- The Agent will always use its best endeavours to collect rents or other charges due from the Tenant and provide a monthly account statement to the Landlord. However, the Agent will not be liable for any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.

- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved in submitting returns to HMRC.

1.3 Full Management Service

In addition to the Letting Service and Rent Collection Service above:

- The Agent shall pay the Owner's premiums for insurance of the Property (but the Agent is not able to arrange insurance cover for the Owner).
- The Agent shall not make any payment unless it has received an invoice or demand.
- The Agent shall be entitled to accept and pay invoices and demands that appear to be valid.
- The Owner may instruct the Agent not to make some or all the types of payment referred to in this clause.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out in order to comply with the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.
- If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either:
 - i) advise the Owner of the hazards and the steps that need to be taken; or
 - ii) recommend that the Owner seek advice from a suitably qualified person.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property:
 - i) in order to minimise the hazards specified in HHSRS Regulations;
 - ii) in response to a notice or order issued by the local authority under the HHSRS Regulations.
- The Agent shall, if requested by the Owner and at the Owner's cost:
 - i) arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015;
 - ii) check that each alarm is in proper working order on the day a new tenancy begins;
 - iii) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- The Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.
- The Agent shall inspect the Property every six months and shall report its findings to the Owner.
- The Agent shall, if requested by the Owner and at the Owner's cost, conduct more frequent inspections of the Property and shall report its findings to the Owner.
- The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.
- The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).

The Agent shall within 5 working days after the end of each month during the Management Period and for so long as necessary thereafter send to the Owner a statement setting out, in relation to the Property:

- i) all Rent received;
- ii) all expenses incurred;
- iii) the Commission due to the Agent and

Having sent the statement to the Owner the Agent shall retain:

- i) the Commission; and
- ii) remit the balance to the Owner within 5 working days.

iii) If there are insufficient funds to pay the Commission the Agent shall notify the Owner of the sum required from the Owner.

- If a tenancy agreement is terminated pursuant to a break clause; or a tenant vacates the Property before the end of a period for which Renewal Commission has been paid the Agent shall refund to the Owner a proportionate part of the Letting Commission (or as the case may be the Renewal Commission) within 10 days of the tenant vacating the Property.
- The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
- The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.
- The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- If we become aware that repair or maintenance is required to meet your duties as Landlord, we will arrange (up to a limit of £250 exclusive of VAT or if the work is urgent) Otherwise, if required by you, we will obtain quotations and instruct contractors.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in and for the duration of the tenancy.
- The Agent will liaise with the Tenant on all day to day maintenance and tenancy matters arising.
- The Agent will conduct annual rent reviews and annual tenancy renewals.
- The Agent will conduct the end of tenancy inventory check out (please refer to Scale of Landlord Charges).
- The Agent will arrange the tenancy deposit return including liaising with the tenant in respect of deductions.
- The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.
- The Agent will liaise with the current tenant to re market the property for a new tenancy.

1.4 All Levels of Service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

2. The Landlord Agrees and Confirms:

- 2.1** The owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The owner shall comply with those obligations.
- 2.2** The owner shall notify the agent if the owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
- 2.3** That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.4** That the Agent is appointed as agent for the Landlord on the Property.
- 2.5** That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts or omissions or breach of contract.
- 2.6** That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.7** That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.8** That the Property will be professionally cleaned prior to letting and any garden is neat and tidy for the season.

- 2.9** That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the Property.
- 2.10** That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.11** That if the Property is leasehold, the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.12** That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.13** That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in all rooms that contain a solid fuel burning combustion appliance and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

3. The Agent:

- 3.1** The Agent shall advise the owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 3.2** The Agent shall advise the owner of any issues raised by the tenant or by other parties relating to the property.
- 3.3** The Agent shall make a member of staff available to the owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the property.
- 3.4** The Agent shall notify the owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the owner if it becomes aware of a breach of any of those laws or regulations in relation to the property.
- 3.5** Subject as provided in these Terms and Conditions and to any directions which the owner may from time to time properly give, the agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.
- 3.6** Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms and fees to be agreed.
- 3.7** Is not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.8** Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.9** Is not responsible to manage the Property when it is not let.
- 3.10** May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.11** Is not responsible for any latent (hidden) defect in the Property.
- 3.12** Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.13** Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.14** Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.15** May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

4. Financial Matters:

The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.

- 4.1** The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord (as previously agreed) and as set out on the Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.2** The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.3** The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.

- 4.4** The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf. Details of such income received by the agent can be provided to the landlord on request.
- 4.5** The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.6** The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out in the Scale of Charges.
- 4.7** Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.
- 4.8** Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.9** The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.10** If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.11** The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- 4.11.1** The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
- 4.11.2** If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection concluded.
- 4.11.3** Deposit monies shall be paid out upon agreement between the agent and tenant or Landlord and Tenant, the decision of an adjudicator or an order of the court.
- 4.11.4** The Agent will try and assist in resolving any dispute.
- 4.11.5** If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
- 4.11.6** If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
- 4.11.7** For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

5. Notices

- 5.1** If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix 8.

If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than 3 months written notice to the Agent within 14 days after the notice from the Agent was given, to terminate the contract.

- 5.1.1** If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses
- 5.1.2** If a ready, willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- 5.2** If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving two months' notice to allow for the orderly handover of the property.
- 5.2.1** Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.
- 5.2.2** In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management that has been provided.
- 5.3** If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving two months' notice to allow the Landlord to appoint another agent.
- 5.4** Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

5.5 The landlord will reimburse the tenant (in full) for referencing and administration costs paid, if the Landlord should terminate this agreement or withdrawal the property's availability, after such costs have been incurred by the tenant.

5.6 Renewal or continuation of tenancy

The Agent shall contact the owner and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.

If the tenant remains in occupation after the expiry of the original tenancy agreement: the Renewal Commission shall become payable in place of the Letting Commission; and the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.

The Renewal Commission is payable:

- in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and
- where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

5.7 Complaints & Redress

- In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.
- The name of the Agent's redress scheme is The Property Ombudsman (TPO).
- A copy of the Agent's complaints handling procedure may be obtained on request.

6. Various

6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one month's notice will be provided.

6.2 The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement. **6.3** This agreement will form the basis for the Agent managing any other properties for the Landlord at which ever level of service the Landlord chooses for each property

6.3 This agreement will form the basis for the agent managing any other properties for the landlord at which ever level of service the landlord chooses for each property

6.4 Anthony Lettings are a verified member of CMP (Client Money Protection) via our membership of UKALA.

6.5 Should the landlord cancel any service after a suitable tenant has been found & agreed, the landlord will be liable to pay the tenancy administration cost plus any reasonable costs incurred by the potential tenant in relation to accepting their offer.

6.6 Contract cancellation fee (During a tenancy) - Where the landlord cancels the agents instruction to provide any service (Fully Managed or Rent collection), the agent will charge the landlord a minimum fee that would be payable for the Let Only Service plus any other costs incurred, including a reasonable fee for the time management that has been provided.

7. Data Protection

7.1 The Agent is registered for the purposes of the Data Protection Act.

7.2 The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.

All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the Data Protection Act 1998 and the GDPR at all times.

Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, we may use your data for the following purposes:

- Supplying our services to you (please note that we require your personal data in order to enter into a contract with you);
- Personalising and tailoring our services for you;
- Replying to emails from you;
- Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by emailing us at optout@anthonylettings.co.uk or clicking on a link to unsubscribe on any email marketing that we may send to you).

We will forward your information on to prospective applicants and we will forward applicants details on to you.

With your permission and/or where permitted by law, we may also use your data for marketing purposes which may include contacting you by email AND/OR telephone AND/OR text message AND/OR post with information, news and offers on our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under the Data Protection Act 1998 OR GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

We will not pass on your details to any 3rd party organisations for marketing purposes without your prior written consent.

You have the right to withdraw your consent to us using your personal data at any time, and to request that we delete it.

We do not keep your personal data for any longer than is necessary in-light of the reason(s) for which it was first collected. Data will therefore be retained for the following periods (or its retention will be determined on the following bases):

- 6 years after termination of business

Your data will only be stored in the UK.

Deposit Replacement Insurance

Terms & Conditions

- i. For properties where Anthony Lettings's deposit replacement scheme will apply, Anthony Lettings shall be responsible for:
 - a. collection of the rent; and
 - b. management of the tenancy deposit (if taken); and
 - c. management of the collection of sums due from the Tenant to the Landlord, as compensation for any breach of obligation within the tenancy agreement.
- ii. Such properties will be insured under Anthony Lettings Deposit Replacement Insurance policy with The Lettings Hub at commencement of a new tenancy or renewal of an existing tenancy.
- iii. The tenant remains fully responsible for the payment of the rent, liability for any breakages, losses or damage (allowing for fair wear and tear) to the Landlord's property arising from their occupation of the property, and any other reasonable costs incurred by the Landlord as a result of the Tenant's breach of the tenancy agreement.
- iv. The Tenant remains fully responsible and liable for any of the Landlord's reasonable costs arising from clause (iii) hereof to carry out remedial works, repairs or replacement, including cleaning, as required at the end of the tenancy to return the property to the Landlord in accordance with the obligations of the tenancy agreement, whether or not a deposit has been taken.
- v. In the event that a Deposit has been taken and protected in accordance with the statutory requirements, in conjunction with Anthony Letting's deposit replacement scheme, and the deposit is insufficient to cover the Landlord's costs described in clause (iii) hereof, the Tenant will be held liable for any balance upon termination of the tenancy agreement for whatever reason in respect of any outstanding rent, reasonable pre-agreed administration charges payable under the terms of the tenancy, dilapidations, unpaid utility bills, breakages or losses (subject to reasonable allowance for fair wear and tear) and/or any other reasonable costs incurred by the Landlord as a result of the Tenant's breach of the tenancy agreement.
- vi. If the Tenant agrees the amount demanded by the Landlord for sums owing at the end of the tenancy, but does not make payment by the deadline specified in the demand, Anthony Lettings will make a claim under its Deposit Replacement Insurance policy as part of its duty to manage the collection of sums due from the Tenant to the Landlord, calculated at the end of the tenancy as compensation for any breach of obligation within the tenancy agreement.
- vii. If the Tenant disputes the amount demanded on behalf of the Landlord for sums owing at the end of the tenancy, the Tenant will notify Anthony Lettings within 7 days of the demand.
- viii. In the event the Tenant and the Landlord cannot agree the amount owing at the end of the tenancy agreement, both parties agree that the dispute between them will be determined by an independent adjudicator to be appointed by Arc Legal Assistance Limited. The Landlord and Tenant agree to provide written and photographic evidence and other relevant documentation in support of their position to the adjudicator within the timescales set out by the adjudicator.
- ix. In the event the adjudicator upholds the claim wholly in favour of the Landlord, if the Tenant does not pay the sums owed within 7 days of the adjudicator's decision being issued, Anthony Lettings will compensate the Landlord by making a claim under the Deposit Replacement Insurance policy.

APPENDIX A

Schedule 1 & 2 Information

- Information relating to distance, on and off-premises contracts.
 - These terms only apply to consumers. If you are a business, these terms do not apply.
- (a) The levels of service available to the landlord can be found in Section 1 of this agreement
- (b) The trading name of the company is Anthony Lettings
- (c) The company can be contacted at:
Ground Floor, The Rotunda, Old London Road, Hertford, SG13 7LA
Telephone 01992 503200, Email hertford@anthonylettings.co.uk
- (d) We do not act on behalf of another trader
- (e) See attached "Scale of Charges"
- (f) The information on the right to cancel and how to cancel, can be found in Appendix B of this agreement
- (g) The costs involved with invoking a right to cancel can be found in Appendix B.
- (h) We have ongoing after sales service available through contact details listed in (c) above.
- (i) We are member of The Property Ombudsman Scheme. Further information may be obtained at www.tpos.co.uk/

APPENDIX B

Right to Cancel

- You have the right to cancel this contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract
- To exercise the right to cancel, you must inform us, Anthony Lettings, Ground Floor, The Rotunda, Old London Road, Hertford, SG13 7LA. Telephone 01992 503200. Email hertford@anthonylettings.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).
- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

- We will make any reimbursement due without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract
- We will make any reimbursement due using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of any reimbursement.
- If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contact, in comparison with the full coverage of the contract.
- If the client subsequently exercises his/her right to cancel then the client agrees to pay the agent reasonable costs of £480 inc VAT for providing services to the client under this contract up to the point of cancellation.

Scale of Landlord Charges

Start of Tenancy		All prices include VAT
Tenant's Administration Fee	Mandatory on all service packages	£360.00
Deposit Replacement Policy	Optional 8 weeks deposit protection	FREE
Deposit Registration	Optional 5 weeks cash deposit registered with My Deposits	£45.00
Inventory with Schedule of Conditions		From £115.00
Tenant's Check Out Report	Mandatory (Full Management Service Only)	From £60.00
Energy Performance Certificate	If applicable, legal requirement	£99.00
Gas Safety Certificate	If applicable, legal requirement	£85.00
Rent & Legal Cover (12-month policy)	Cost can be spread across 12 months (£16.60 per month)	£180.00
Mid & End of Tenancy		
Additional Property Inspection Report	First 2 reports PA included within Full Management Service	£75.00
Tenancy Renewal	Full Management Service Only	£99.00
Tenancy Renewal & Re-referencing	Full Management Service Only	£150.00
Tenancy Renewal	Let Only & Rent Collection Service Only	£250.00
Tenancy Renewal & Re-referencing	Let Only & Rent Collection Service Only	£350.00
Legal Notice Service	Including proof of postage (Full Management Service Only)	£35.00
Court Attendance	If required by Agent (Fully Management Service Only)	£150.00
3 RD Party Appointment Management	Attending appointments on behalf of the landlord (Per Hour)	£25.00
Duplicate Statements / Documents		£10.00
End of Tenancy Deposit Management	Percentage of awarded amount (Full Management Service Only)	12%
Additional / Optional		
Legionnaires Risk Assessment		£99.00
Smoke Alarm	Supply, fit & test (Not mains wired)	£35.00
Smoke Alarm Test	Video Evidence	£20.00
CO2 Monitor	Supply, fit & test	£35.00
Gas Safety Certificate	Let Only & Rent Collection Service Only	£110.00
GSC & Boiler Service		£180.00
GSC, Boiler Service & CO2 Monitor		£195.00
Fixed Wire Electrical Safety Test	Up to 3 bed dwelling	From £180.00
Portable Appliance Test (PAT test)	Up to 10 appliances	£60.00
Fixed Wire Electrical Safety & PAT Test		£210.00
Professional Photography	Up to 10 images	£150.00
Sales		
Residential Sale	Based on final sold price (Marketed by Dornie)	0.9%
Residential Sale	To current or previous tenant	£1,500