



Letting Services & Agency Agreement

City Centre Branch

37-39 Ludgate Hill, Birmingham, B3 1EH +44 (0)121 604 4060 info@jameslaurenceuk.com

Edgbaston Branch

5 Chad Square, Edgbaston B15 3TQ +44 (0)121 456 5454 edgbaston@iameslaurenceuk.com



Comprehensive services for every type of landlord

Do you require help in seeking out and vetting suitable tenants for your property?

Need support with the legal aspects of letting your house or apartment or would you like the assurance and comfort of an extensive letting and property management service that handles it all for you?

Whatever the level of support you need, as specialists in the city centre and the Edgbaston and Harborne areas, we can provide the service that's right for your needs.



How we help landlords

Our dedicated team are here to help you reach your letting aspirations and meet the requirements of potential and current tenants to make sure your investment pays dividends.

We'll make sure you attract the right tenants and the best calibre for your property tenants who will respect your property and your rental/tenancy agreement.

We offer a portfolio review for landlords to see if they're maximising their opportunities for their current investments and our team are experienced in prompt rent collection and credit control. Our experience extends to supporting landlords who are based overseas offering the piece of mind that their property in the UK will be managed on their behalf while they continue to live overseas.



James Laurence Estate Agents

specialise in residential sales and lettings in Birmingham city centre and the Edgbaston and Harborne areas

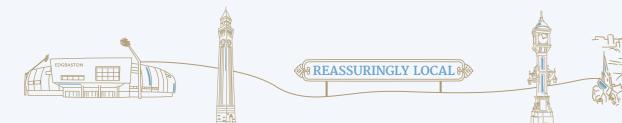
- · Open six days a week
- Accompanied viewings with feedback provided within 24hrs
- Professional photography and floor plans available
- Having a large, and current applicant database
- Maximum marketing exposure on property portals

We offer traditional values using the very latest marketing and selling techniques that vendors and landlords should expect in an independent company. We pride ourselves on the complete customer service experience in selling and letting a home - showing honesty, efficiency and passion in maximising opportunities for our clients whilst maintaining

 Premium display advertising available on Rightmove, Zoopla and PrimeLocation

rightmove 200PLQ





Landlord property management services

James Laurence pride ourselves on the complete customer service experience in letting your home - with years of experience complimenting an exclusive and simple letting service.



Our complete service includes:

• Full property management including professional credit referencing as standard





Finding professionally qualified tenants

- Seamless moving and set up process
- Rent collection / deposit registration



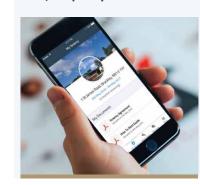
· Advertising on market leading portals such as Rightmove, Zoopla and PrimeLocation

rightmove 200PLQ



- 24/7 access to PropertyFile for tenancy updates
- PropertyFile







· Large and active current tenant database





PropertyFile

Property File provides landlords with 24-hour access to key information such as your tenancy documents, deposit details, inspections and accounting statements and invoices.

goodlord

We use award-winning lettings software Goodlord to vet potential tenants and to speed up the whole pre-tenancy process to reduce your

Landlords services to meet your needs

- 1. Fully managed service
- 2. Rent Collection service
- 3. Tenant Find service

Our three services cover finding the right qualified tenant, conducting thorough referencing on applicants and Right to Rent Checks, setting the tenancy up to date with current legislation including inventory, safety certificates, EPCs etc, drawing up the AST and registering deposits with the DPS.

Our fully managed service includes, but is not limited to:

- 24/7 access to PropertyFile for tenancy updates
- PropertyFile



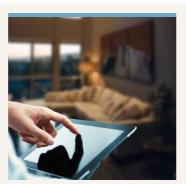




 Reviewing property rents on an annual basis and negotiating rent increases where applicable



- Arrange Tenancy Renewals Serve
- Serve statutory Notices where required (i.e. Section 21 Notice t o Vacate)
- Negotiation of Deposit Reallocation



- Routine Property Visits
- Take meter readings at the start and end of the tenancy and inform utility suppliers and council
- Property Maintenance (Routine and Emergency)
- Co-ordination with local reputable contractors for property maintenance at competitive price
- New build snagging inventory can be arranged
- Accurate advice from our trained and dedicated team
- · Advice on legal aspects of property letting, keeping you compliant

Landlord services at a glance

All costs subject to VAT at 20%

Service	Fully Managed	Rent Collection	Tenant Find
Find a tenant	/	✓	✓
Conduct referencing on applicants	/	/	1
Register deposit with the DPS	/	/	/
Inventory provided	Available	Available	Available
Collect rent	/	✓	
Propertyfile landlord accounts management	/	/	
Rent warrantee for fixed term	Available	Available	Available
Half tenancy Property inspections	/		
Move out inspections	Available	Available	Available
Management of tenancy/ deal with tenant issues	1		

Service	Fully Managed	Rent Collection	Tenant Find
New tenancy set up	1st month 50% (£399 min)	1st month 50% (£399 min)	1st month 75% (£450 min)
Monthly Commission	10%	7%	n/a
Tenants referencing	Included	Included	Included
Tenancy Renewal	£95	£95	£145
Energy Performance Certificate	Available	Available	Available
Inventory	Available	Available	Available
Gas Certificate	Available	Available	Available
Electrical certificate	Available	Available	Available
Landlord insurance	Available	Available	Available
Key Cutting service	£35 plus key/ fob costs	£35 plus key/ fob costs	£35 plus key/ fob costs
Additional Advertising Costs	Upon request	Upon request	Upon request

Letting Agency Agreement

This agreement sets out the terms and conditions under which James Laurence ("the Agent") will act for you in the letting and/or management of your Property. Please read the whole of this Agreement, which should be signed by all the property owners (or a person with authority to act on your behalf) as Landlord(s) of the Property and by one of our representatives.

The terms of the Agreement set out in this document will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

 Property to I 	oe Let ("The	Property")
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	ress:	

property/(The Landord/ Fou /
Full Name(s):
Company Name:
Address & Postcode:
Home Telephone:
Mobile:
Email Address:
Overseas resident? If so, state NRL1 code:

2. Landlord Details (please give the names of all owners of the

3. James Laurence Estate Agents Ltd ("The Agent/We")

(Company number 05023365) of 37-39 Ludgate Hill, Birmingham, B3 1EH www.iameslaurenceuk.com

James Laurence Edgbaston Ltd ("The Agent/We")

(company number 08588891) of 5 Chad Square, Hawthorne Road, Edgbaston, B15 3TQ www.jameslaurenceuk.com

4. Type of Agency - Important: see Terms and Conditions

The Landlord agrees to instruct the Agent on the basis of a (please tick box) Sole Agency Multiple Agency

Note that any multiple agency may apply only to the service of finding a Tenant for the property. The Full Management Service and the Rent Collect Service may only be taken on a sole agency basis.

5. Letting or management service required

Tick one box-

Full Management Service Rent Collect Service Tenant Find Only Service

6. Services included

Main services included	Full Management Service	Rent Collect Service	Tenant Find Only Service
Find a Tenant	/	/	/
Conduct referencing on applicants	/	/	✓
Register deposit with the DPS	/	1	/
Collect rent	✓	/	
Propertyfile landlord accounts management	/	/	
Half tenancy Property inspections	✓		
Management of tenancy/deal with Tenant issues	/		

The Full Management Service includes:

- a) Advising as to the likely rental income.
- b) Advertising and generally marketing the Property.
- c) Interviewing prospective Tenants and taking up full references including bank reference, and employer or previous landlord character reference. Where necessary, additional security would be requested by means of a guarantor. In the case of a company, a full bank reference would be taken.
- d) Preparing the tenancy agreement necessary for the Landlord to gain protection of the relevant Rent and Housing Acts, and seeking to renew the agreement where necessary at the end of the tenancy term.
- e) Liaising with a Landlord's mortgagees where necessary with regard to references and tenancy agreement.
- f) Taking a deposit and/or a holding deposit from the Tenant, dealing with this deposit under the requirements of the chosen deposit protection scheme until the end of the tenancy when the Property and contents have been checked for unfair wear and tear and handling any termination issues with the Tenant and the tenancy deposit scheme provider.
- g) Pursuing collection of the Rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
- h) Arranging with service companies (principally electricity gas & water) for meter readings and advising them of the transfer of service contracts to the Tenant at the beginning of each tenancy.
- i) Inspections of the Property are carried out at half tenancy and at move out (The additional optional services cost will apply for the check-out). Responsibility for and management of empty property is not normally included, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent
- j) Co-ordination of repair or maintenance including arranging for tradesmen to attend the Property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
- k) Making payments on behalf of the Landlord from rents received for costs in managing the Property.

7. Fees payable

	Full Management Service	Rent Collect Service	Tenant Find Only Service
New tenancy set up	50% of 1st monthly rental (£399 min)	50% of 1st monthly rental (£399 min)	75% of 1st monthly rental (£450 min)
Monthly commission	10% of monthly rental from 1st month	7% of monthly rental from 1st month	n/a
Tenants referencing	Included	Included	Included
Tenancy renewal	£95	£95	£145
Management visits/ inspections	Included	n/a	n/a
Registering a deposit with a scheme provider	Included	Included	Included
Key cutting service	£35 plus key / fob costs	£35 plus key / fob costs	£35 plus key / fob costs
Transfer of management during tenancy	£125	£125	n/a

The monthly commission is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will normally be levied at the outset for taking references and arranging the tenancy. All fees are subject to VAT at the prevailing rate.

8. Additional optional services	Gas certificate – [13. Landlord bank details	14. Mortgage details
Tick as required. All fees are subject to VAT at the prevailing rate;-	Gas safety check – [Bank name and address	Details of lender – name, address and account number
Provision of Property inventory / schedule of condition –	Electrical certificate – [
depending on contents and condition – [Key cutting service - £35 plus key / fob costs	Account name	Has written consent of lender been obtained to letting the Property?
Move out inspection – []	Enhanced Rightmove listing - £50	Sort codeAccount number	For what period?lf so, please provide a copy.
Rent warranty for fixed term, available from [- we will pass your name and details to this provider	Smoke Alarm and CO2 testing installation – [
Landlord insurance, available from [Legionella testing – [15. Signatures of Agent and Landlord(s)	
- we will pass your name and details to this provider	Quarterly or six-monthly Property inspections – [ment and will be responsible for our fees and any other payments due to us. If you
Additional advertising – costs available on request	Premium advertising – []	have instructed another agent on a sole agency or sole selling rights basis you muboth agents' fees once your Property has been let.	ust check whether by instructing us as your agent as well, you could be liable to pay
Energy Performance Certificate – [Registration of deposit – [
o Chariman and data		ON BEHALF OF THE AGENT:-	
9. Sharing your data We will keep your personal data on file and may pass this onto other	Please tick this box if you are happy for us to share your personal data with		
organisations which are part of the James Laurence network who may contact	other third party business partners in this way. For example, these services may	Signature Full Name (CAPITALS)Date
you to offer financial or property related services unless you withdraw your	include rental warranty, landlord insurance, legal services, mortgage services,		
consent by writing to the Agent.	accountancy services, furniture packages etc.	ON BEHALF OF THE LANDLORD(S):-	
In addition, we may pass your personal data to carefully selected third party businesses who may wish to offer you financial or property related services.	Please note that you can withdraw your consent at any time by writing to the Agent.	I am/We are the owners/only owner of the Property: Yes No (tick one bo	ox only)
		If your answer is No, please state the full name and whereabouts of the owner(s)/ot	her owner(s) and provide valid authority that you are authorised to act on their behalf.
10. The Property Ombudsman (TPO) Scheme Notice/TPO	Does the Property have any service contracts for central heating or domestic appliances? Please provide contract details including contact numbers and		
Redress Scheme	renewal dates	I/We have read and have been given the opportunity to ask questions and discuss	s any points arising in connection with this agreement.
We are members of the TPO Scheme and abide by the TPO Code of Practice.	Are there any other outstanding maintenance or repair problems or issues?	I/We have understood the provisions of this contract including the amounts paya I/We authorise the Agent to pay any sums due to Us under this Agency Agreeme	
You agree that, in the event of your making a complaint to the TPO or to the TPO redress scheme, we may disclose information relating to the sale of your	If so, please provide details	If we authorise the Agent to pay any sums due to 0s under this Agency Agreeme	TIL TO THE Dalik account stated at Section 15.
property to the Ombudsman. You also agree that we may disclose your contact	Furnished unfurnished		
details to TPO Ltd (who are responsible for running the TPO scheme) to assist them in their monitoring of our compliance with the TPO Code of Practice.	Appliances - The items listed below will be included in the letting. These items must be in good working order. For example kitchen appliances, fire, immersion	Signature Full Name (CAPITALS)Date
	heaters, alarm systems, external security lighting. Wherever possible make a		
11. Description of Property: House bungalow flat - ground floor	note of make, model and serial number.		
flat – above ground level (with lift) flat – above ground level (no lift)	ITEMSLOCATION	Signature Full Name (CAPITALS)
Description of kitchen	ITEMSLOCATION		
Description of lounge	ITEMSLOCATION	16. Notice of Cancellation Rights (if applicable)	
Description of other living rooms	ITEMSLOCATION	In certain circumstances, chiefly being when the Agency Agreement is completed	
Number of bedrooms	Council tax band Refuse collection day	Contracts Regulations 2013, you have the right to cancel the Agency Agreement r (by post or email) a written cancellation notice to the person indicated below at all	referred to above if you wish. I his right can be exercised by delivering or sending ny time within the period of 14 days starting with the date of receipt by you of this
Description of bedrooms	Does the Property have any shared or common facilities with other	notice. If you wish to cancel the Agency Agreement you should post or deliver you	ur written cancellation notice to the Agency at the address stipulated in section 3
Number of family bathrooms	neighbouring properties? If so, please clarify	the address set out above or, in the case of email, on the day it is sent. A cancellat	ellation will be effective from the time your cancellation notice is posted or sent to tion notice may be in any form provided it is in writing, but if you decide to cancel
Number of en-suite bathrooms	Does the Property have any relevant rights of access or usage over any other	this Agency Agreement you may wish to use the attached cancellation form.	, , ,
Number of reception rooms	property?	PERFORMANCE OF THE CONTRACT PRIOR TO THE EXPIRY OF THE CANCEL	LATION PERIOD
Outside space: private garden shared garden balcony	12. Letting terms	The Services set out in the Agency Agreement will not commence until the day for	
Parking: garage for [] car(s) off-street parking for [] car(s)	Proposed / target monthly rental (gross)	within the cancellation period, you must agree to this in writing. Your right to cancel However, if you do choose to cancel the Agency Agreement you will be required to	tel the Agency Agreement within the cancellation period will not be affected. To pay for goods and services supplied prior to cancellation. If you wish the Services
on street	Property available fromPeriod of availability	to begin prior to the expiry of the cancellation period, you should sign the confirm	
Permit required:	Special conditions (e.g. over pets)	I/We confirm that I/We wish the provision of the Services under the Agency Agre	ement to commence immediately.
Other features:	Maintenance and repairs authority: Up to £ (minimum figure £250) may be spent by Agent in relation to any single breakdown or repair, for necessary		ency Agreement within the cancellation period we will be required to pay for goods
Any shared facilities/amenities:	repairs and maintenance with reference to Landlord.	and services supplied prior to cancellation.	allowed as Set a constal and set for the December 1/100 and december 4 that the second
Which of the following services are available within the property?	Landlord preferred tradesman;	If a Tenant has been introduced by the Agent before cancellation, who subsequent tenancy set-up fee will still be payable.	ntly enters into a rental contract for the Property, I/we understand that the new
Mains electric – details of provider	Name		
Mains water – details of provider	Contact no.		
Mains gas – details of provider	Landlord preferred builder;	Landlord's signature	Landlord's signature Date
Mains drainage	Name		
Private drainage	Contact no.	CANCELLATION NOTICE	
Are any of the services currently disconnected and if so, which?	Landlord preferred electrician;	If you wish to cancel the Agency Agreement you MUST DO SO IN WRITING and of	deliver personally or send (which may be by electronic mail) this to the person
What heating system, if any, does the property have?	Name	named below. You may use this form if you want to but you do not have to. (Com	plete, detach and return this form ONLY IF YOU WISH TO CANCEL THE
What fuel does it use? Gas LPG Electricity	Contact no.	CONTRACT). I/we (delete as appropriate) hereby give notice that I/we (delete as relating to the sale of:	appropriate) wish to cancel my/our (delete as appropriate) Agency Agreement
Other (please specify)	In each case, the Agent will seek to use these providers where practicable and	James Laurence Sales and Lettings, 37-39 Ludgate Hill, Birmingham, B3 1EH. Er	nail address lettings@iameslaurenceuk.com
Is the plumbing and heating system in good working order?	available, but reserves the right to engage other providers at its discretion.		
If you have verified that the plumbing and the heating systems are in good working order, you must notify us if there is any change in their status or	Please indicate here if you do not wish us to erect a 'To Let' or 'Let By' sign at the Property, recognising that such a board is an advantage in finding a		
condition as soon as it comes to your attention.	suitable Tenant.	Signature	Full Name (CAPITALS)

Signature Address ..

...Date...

TERMS AND CONDITIONS OF JAMES LAURENCE LETTING AGENCY AGREEMENT

neral authority

- The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of any mortgage or head
- 1.2
- Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and any freeholder or superior landlord.

 The landlord confirms that entering into a letting of the Property will not be in breach of any restriction over the Property including planning control, restrictions on the title to the Property and any mortgage or insurance conditions). 1.3.
- The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in the Full Management Service in this Agreement.
- The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that 1.5.
- It is declared that the Agent may earn and retain commissions on insurance
- This Agreement is set out to comply with the requirements of the Provision of Services Regulations 2009.

- 2.1. The fees payable by the Landlord to the Agent are set out in the Agency
- Agreement.

 The new tenancy set up and monthly commission fees are calculated as a percentage of monthly rental payable, subject to the minimum figures set out in the Agency Agreement. Monthly commission shall be payable from and including the first month of a tenancy agreement. These fees are payable in advance of the periods to which they relate, from the date on which a letting agreement, lease or licence of the Property commences. The term "Tenant" shall include an occupier under any such agreement and the term "Rent" shall include any rent or licence fee payable. 2.2.
- fee payable.

 The Agent may deduct all fees and charges from rental collected under this Agreement. In the event that no or insufficient rental has been collected, the Agent may invoice the Landlord for any balance due, and the Landlord will pay such sums on receipt of invoice. On request on or before commencement of the tenancy, the Landlord will pay such sums to meet early expenditure on behalf of the Landlord.
- Any sum payable under this Agreement is exclusive of any VAT which may be chargeable and which is payable on delivery of a valid VAT invoice in addition to the sum in question.

 Commission on sale to Tenant

- Commission on sale to Tenant in the event that the Property is sold by the Landlord to a Tenant introduced and/ or managed by the Agent, whether during the existence of a tenancy managed or administered by the Agent or at any time during or within 12 months after the termination of this Agreement, the Agent shall be entitled to charge the Landlord a sale commission fee equivalent to 15% +VAT of the sale price of the Property, including any contents, carpets, fixtures and fittings, whether or not the Tenant makes the offer to purchase through another agent.
- The commission on sale will become due on exchange of unconditional contracts for the sale of the Property and payable on the earlier of completion or 30 days after exchange of contracts without set-off or deduction for any cause.
- after exchange of contracts without set-off or deduction for any cause. The Landlord agrees to instruct and authorise its legal representative to give, no later than exchange of unconditional contracts for the sale of the Property an undertaking to the Agent to pay from its Client Account the commission on sale, before any other disbursements except solicitors or conveyancers fees. This Agency Agreement constitutes the Landlord's authority to such solicitors or conveyancers to make such payment. The Landlord agrees that the Agent may send its invoice direct to the Landlord's legal representative. In the event that the Landlord appointed solicitors/conveyancers do not pay the commission on sale, then the Landlord is liable to settle the amount direct to the Agent.
- If the Property is sold through another estate agent or privately, the Landlord agrees to advise the Agent promptly of the name and address of the selling agent (if applicable), the sale price, the date of exchange of contracts and the name and address of the purchaser.

Interest for Late Payment

Interest for Late Payment if any fees or charges due to be paid by the Landlord to the Agent under this Agreement are not paid in full within 10 days of the due payment date or any alternative date agreed in writing with the Agent, interest will become payable on any outstanding sum or sums. The rate of interest will be 3% per annum above the National Westminster Bank plc base rate then in force. In the event of late payment, the Agent may also suspend the provision of any further services until payment is made in full.

Reasonable costs and expenses

- The Landior dayre and expenses The Landior agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landiord in pursuit of the Agent's normal duties. To assist the Agent in carrying out its duties effectively, the Landiord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.
- Where the agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise, the Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract.

 Duration and termination

- Duration and termination.

 This Agreement will continue until terminated by either party serving not less than 3 months prior written notice on the other. 6.1.
- The Landlord shall pay the Agent all fees and charges due up to the termination date, to the extent that those are not recovered by deduction from rental payments collected. 6.2.
- payments conected. Either party may terminate this Agreement with immediate effect by written notice, if the other party commits a material breach of this Agreement and (where capable of remedy), fails to remedy such breach within 21 days after receipt of a written notice requiring it to do so. The Agent may terminate this Agency Agreement with immediate effect by written notice, if the Landlord enters bankruptcy or makes any arrangement with the Landlord screditors. 6.3.

Sole and multiple agency arrangements

- Save and multiple agency arrangements
 The Agency Agreement will determine whether the Agent is appointed as sole or
 multiple agent for the purpose of finding a Tenant for the Property. In any event,
 the Agent will be the sole agent if the Full Management Service or the Rent Collect
 Service are chosen, and the Landford will not appoint any other agent for these
 purposes, for the duration of this Agreement.

 [It his Agreement is on a Militia Agreement.]
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 If this Agreement is on a Multiple Agency basis for Tenant Find, the Landlord may appoint another letting agent or agents in addition to the Agent, for the purpose of finding a Tenant for the Property.
- finding a Tenant for the Property.

 If the Agent is appointed as sole agent, then it shall be entitled to charge a new tenancy set up fee on commencement of any new tenancy of the Property for the duration of this Agreement, irrespective of whether the Tenant was introduced by the Agent, by another agent or by the Landlord, and irrespective of whether the Landlord is also liable to pay a fee to another agent.

 If the Agent is appointed as multiple agent, then it shall be entitled to charge a new tenancy set up fee on commencement of any new tenancy of the Property for the duration of this Agreement, where the Tenant was introduced by the Agent, but not where the Tenant was introduced by another agent or by the Landlord. In the latter event, the Agent may still riske a reasonable charge for its costs incurred in relation to referencing prospective tenants.

 Energy Performance Certificate (EPCs)

 The Agent will not begin marketing the Property for let until a valid EPC has been

- The Agent will not begin marketing the Property for let until a valid EPC has been ordered or has been made available and is in its possession and either: the Property has an energy efficiency rating between A-E (inclusive); or
- a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- and remains in force. If the Landlord will be a been supplied by a third party, the terms of that supply must include the right for the Agent or a third party employed by the Agent to use the EPC in order to meet the Agent's legal obligations. In the event of any third party seeking damages from the Agent or a third party employed by the Agent on the grounds that the Agent's use of the EPC to meet its legal obligations has infringed their rights, the Landlord will be liable for any costs and damages the Agent and/or a third party employed by the Agent incur.

Business Protection from Misleading Marketing Regulations 2008 and Consumer Protection from Unfair Trading Regulations 2008

- Consumer Protection from Unitar I rading Regulations 2008
 To ensure compliance with the Business Protection from Nisleading Marketing Regulations 2008, SI 2008/1276 (BPMM Regs) and Consumer Protection from Unifair Trading Regulations 2008, SI 2008/1277 (CPUT Regs) and to ensure that neither the Agent nor the Landlord become involved in any legal action, the Agent reserves the right not to publish any information provided by the Landlord or on the Landlord's behalf.
- the Landlord's behalf.

 The Landlord shall indemnify the Agent, its proprietors, directors, employees or agents against any claim made in respect of the Property or any misleading marketing fas defined in the BPMM Regs), misleading action or omission (as defined in the CPUT Regs) or any other misdescription that arises wholly or partially out of the Landlord's act or default or any information or material supplied by the Landlord.
- The Landlord must approve the Property particulars in writing before marketing of the Property for let can commence.

 To Let Boards 9.3.

10.1. The Agent may erect a To Let or a Let By board outside the Property, unless expressly prohibited from doing so by the Agreement. Under current legislation

only one board is permitted per Property and the Landlord agrees not to allow the display of any other To Let boards from other agents at the same time.

Advertising

The Landlord agrees that the Agent may mention the Property (but not the Landlord's name or identity) in general advertising during and following the letting 11.1.

Unoccupied Property

UNICCUPIED PROPERTY

The Agent is not responsible for the security, maintenance or repair of the Property whilst it remains unoccupied, save where the Agent negligently fails to secure the property after an accompanied viewing. It is the Landlord's responsibility to ensure that mains services are turned off, water and heating systems professionally drained and the insurers notified.

Sub Agents

The Landlord confirms that unless specially instructed in writing to the contrary the Agent may appoint sub agents to assist the Agent with the marketing of the Property for let provided this is at no additional cost to the Landlord. 13.1.

14.1. The Landlord shall provide the Agent with two sets of keys to the Property and confirms that the Agent may make further copies of the keys as necessary.

Commins that the Agent may make rurner copies of the keys as necessary. Liability for Tenant default Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by Tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement or on the Landlord's instructions. An insurance policy is recommended for this eventuality. Maintenance and safety of the Property

- rransenance and safety of the Property
 The Landlord agrees to provide the Property in good, safe and lettable condition
 and warrants that the Property, beds, sofas and all other soft furnishings conform
 to the current fire safety regulations. The letting of property is now closely
 regulated with respect to consumer safety. The law makes particular demands
 regarding the safety, servicing and inspection of the gas and electric appliances
 and installations within a property, and with respect to the safety of furniture and
 soft furnishings provided.
- The Landlord confirms that they are aware of its legal obligations in respect of the Property and that the Agent has provided sufficient information to assist w
- rompliance.

 The Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Full Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's reasonable costs incurred including any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire and safety appliance standards.

 The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (UK landlords: £200, overseas landlords: £300) on any single item or repair, and any other requirement or limits specified by the Landlord in this Agreement, the Agent wall administer any miscellaneous maintenance work that needs to be carried out on the Property. Retained maximum expenditure limit means that the Agent thas authority to spend up to this amount for other amount as individually agreed on reasonable improvements or repairs, and any other than on any single item or repair, without prior reference to the Landlord. For expenditure in excess of the agreed expenditure limits, the Agent wall on romally request authorisation in advance, but it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable exceed the limits specified.

 Sy law, it is necessary to carry out an annual inspection and service for the central excess of the central or the central excess.
- By law, it is necessary to carry out an annual inspection and service for the central heating and any gas appliances. The Agent will carry this out on the Landlord's behalf and expense and administer the necessary inspection and maintenance records. The reasonable costs involved will be debited to the Landlord's account.
- Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way.

Overseas resident Landlord

Overseas resident Landlord When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is to deduct certain tax from such payments, unless the Landlord has been authorised in writing by HMRC to receive rent gross. In this situation, the Agent also requires that the Landlord appoints a UK accountant at its own expense or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with HMRC. A standard annual charge will be made for the Agent engaging an accountant for this purpose and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a Landlord's tax liability is minimal when all allowable costs are deducted.

Council Tax

Payment of Council Tax will normally be the responsibility of the Tenant in the Property. However, the Landlord should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property.

Services

- Services
 The Agent will take meter readings whenever possible at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf.

 For clarity, responsibility for payment of all charges for utilities and any other services provided to the Property, including any late payment / interest / penalties shall be as follows:
- shall be as follows:

 19.2.1 for the duration of any tenancy agreement, the Tenant, to the extent expressly stated in the tenancy agreement (the usual default position is that the Tenant meets utility payments, and

 19.22 in all other circumstances, including periods in which the Property is not let or is unoccupied, and any charges regarding any services which are not the responsibility of the Tenant under the tenancy agreement, the Landlord.
- In no circumstances shall the Agent be responsible for payment of any such
- The Landlord is responsible for arrangements for forwarding their own mail from the Property.

Inventory

The deposit protection schemes require that all landlords need to be protected by good inventory and condition reports from the outset. Where commissioned to do so in this Agreement, the Agent will prepare an inventory for the Property and a charge will be made for this depending on the size of the inventory and the Property. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. The Landlord should not leave any articles of exceptional value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared as required, or at the Landlord's request, and will be charged accordingly.

- Inspections
 Under the Full Management Service, the Agent will normally carry out inspections at the tenancy mid point. Such inspections do not constitute a formal survey of the Property, and it is not the intention to check every item of the inventory at the mid point stage. The mid point inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a "Tenant-like" nanner) and the general condition of the Property. This would normally include inspection generated in the inventory of the inventory of the property in the world penerally be made. Following the departure of Tenants, a final inspection of the Property is carried out by the Agent's recommend contractor. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection, a qualified contractor should be appointed for this purpose should it be required by the Landlord. Any deficiencies or dilapidations would normally be submitted to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values. Tenancy agreement

administrator) together with any recommended deductions or replacement value. Tenancy agreement. The Full Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be charged for you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent has authority to sign the tenancy agreement(s) on behalf of the Landlord.

Notices

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

Deposits

- Deposits

 A holding deposit is generally taken from a Tenant applying to rent a property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect the Agent against any expenses incurred in administration, conducting viewings, re-advertising (affordability calculated by earnings, credit score, employers references and Landlord references) that may be incurred should the Tenant decide to withdraw the application. The holding deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, nor references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. Upon signing the tenancy agreement, and subject to the necessary documentation being completed by the Landlord and Tenant, the Agent will take a Deposit from the Tenant(s) in addition to any rents due and shall hold any such Deposit is a stakeholder and deal with it accordingly. The purpose of the Deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy itself. This Deposit will be kept in a separate and secure client account ready for refunding less any charges due at the end of the tenancy, or forwarded to one of the Government-regulated deposit schemes listed below.

 Statutory Tenancy Deposit Protection Where the tenancy is an assured shorthold

- the Government-regulated deposit schemes listed below.'

 Statutory Tenancy Deposit Protection Where the tenancy is an assured shorthold tenancy, the Landlord or Agent Is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt. The schemes are: The Deposit Protection Service (DPS), My Deposits, Tenancy Deposit Schemes (TDS).

 Tenancy Deposit Information Where statutory tenancy deposit protection applies to a tenancy deposit, the Agent will provide to the Tenant within 30 days the following information required from the Landlord by the Housing Act 2004: information on the particular scheme under which the tenancy deposit sprotected; compliance by the Landlord with his obligations under the Act and prescribed information for the Tenant.

Tenancy deposit disputes

Tenancy deposit disputes
The Agent will attempt, by negotiation, to resolve any deposit disputes between
the Landlord and the Tenant. Where the Deposit is subject to statutory tenancy
deposit protection, and a dispute cannot be resolved between the parties, then
it will be necessary to submit the claim to the tenancy deposit administrators for
adjudication under an alternative dispute resolution (ADR) process or to take or
defend Small Claims action in the Country Court. An estimate of the likely costs
of preparing and submitting the claim to adjudication or for Small Claims will be
submitted to the Landlord before any case is started. The landlord will be liable to
settle all invoices of the agreed works.

Legal proceedings

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

27. Instructions to be in writing

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting must be confirmed to the Agent in writing.

Insurance
The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let. The Agent shall be responsible for the administration of any claims arising during the period of management, where the Property is being managed under the Full Management Service.

Renewals

Renewals
Where, with the consent of the Landlord, the tenancy is renewed or extended to
the same Tenant (or any person associated with the Tenant) originally introduced
by the Agent, a tenancy renewal fee shall be payable on the renewal date. Under
the Full Management Service, the Agent shall prepare the tenancy agreement, if
required, for the new or extended tenancy and the terms of this Agreement shall
continue until this Agreement is terminated.

Termination of Tenancy Agreement

- Termination of Tenancy Agreement
 The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlord's should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. The Landlord should be aware that the legal minimum notice period to Tenants under assured tenancies is generally two months should the contract allow for early termination and this needs to be given even in the case of a fixed term tenancy which is due to expire.
 Once the Agent has identified a willing and suitable Tenant for the Property, if the Landlord objects to such Tenant entering into a tenancy without reasonable cause, instructs the Agent not to proceed with a tenancy agreement, takes the Property off the market or purports to terminate this Agency Agreement (whether or not the Landlord is entitled to do so under clause 6), the Agent shall nometheless be entitled to a new tenancy setup fee equivalent to 75% of the ist monthly rental which would have been payable by the proposed Tenant, plus VAT and subject to a minimum figure of £450 plus VAT. Such fee shall be payable on receipt of invoice.

- GDPR, Privacy and Data Processing
 For the purposes of this clause 30, the following definitions will apply:
- 31.1.1. GDPR The General Data Protection Regulation (EU) 2016/679 ("GDPR), and any laws which implement GDPR or replace, extend, re-enact, consolidate or amend it;
- 311.2 Privacy Policy The Agent's privacy policy from time to time, and subject to future amendments and updates by the Agent the terms of which can be accessed online at www.jameslaurenceuk.com;
 311.2 Protected Data Personal Data received from or on behalf of the Landlord in connection with the performance of the Agent's obligations under this Agency Agreement.

- Agreement.

 This Agency Agreement constitutes acceptance by the Landlord of the terms of the Privacy Policy. The Agent will comply with the terms of the Privacy Policy, and the Agent will comply with the terms of the Privacy Policy in respect of the Protected Data.

 The Agent shall process Protected Data in compliance with GDPR, the Privacy Policy and the terms of this Agency Agreement.

 Taking into account the state of technical development, the costs of implementation and the nature, scope, context and purposes of the processing of any Protected Data to be carried out under or in connection with this Agency Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unalwaful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Agent shall implement technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of GDPR.

 This clause 30 will continue in force notwithstanding the termination of this
- This clause 30 will continue in force notwithstanding the termination of this Agency Agreement for any reason.

Complaints

Complaints
A copy of the Agent's complaints handling procedure may be obtained on request.
If the Agent's complaints handling procedure has been exhausted and the
Landlord is not stalified with the outcome, the Landlord may seek redress through
the redress scheme of which the Agent is a member. Please note that the redress
scheme may decline to deal with complaints from certain types of customer. The
name of the Agent's redress scheme is The Property Ombudsman.

- Miscellaneous

 This Agency Agreement sets out the definitive terms and conditions of engagement between the Agent and the Landlord, comprises the entire agreement between the parties with respect to the Property, and supersedes all previous written, oral or customary arrangements. Any change to the terms and conditions must be specifically agreed in writing and signed by the parties, subject to clause 312.
- to clause 312.

 33.2. The Agent may vary the terms of this Agreement by serving not less than 3 months prior written notice on the Landlord.

 33.3. The contract between the Landlord and the Agent is personal to the parties and neither party may assign its obligations hereunder, except with the written consent of the other party.

 33.4. Nothing in this Agreement shall be treated as creating a partnership between the parties.
- Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- common law are excluded to the fullest extent permitted by law. No failure or delay by either party in exercising any of list rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.
- This Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.