

BACKGROUND:

These Terms and Conditions are the standard terms for Jonice Property Services Ltd (**"Agent"**) in connection with the letting of a residential property on a tenancy agreement (letting only). The Terms and Conditions form the basis of the Owner's contract with the Agent so please read them carefully before signing.

1. Definitions

"Agency Period"	means the period starting on the date this contract comes into force and ending when a tenancy agreement is signed in relation to the Property;
"Appointment Form"	means the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as agent.
"Agreement"	means the contract in writing into which You and We will enter. The Agreement will incorporate, and be subject to, these Terms and Conditions;
"Commission"	means the sum of the Letting Commission (or as the case may be the Renewal Commission, which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract.
"Common Parts"	means the common/shared areas of the building in which the Property forms part and which the Owner has an estate or interest.
"FFHH Act"	Homes (Fitness for Human Habitation) Act 2018;
"HHSRS Regulations"	means The Housing Health and Safety Rating System (England) Regulations 2005 or (if the Property is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2006;

“Letting Commission”	means 10% of the Rent due in relation to the Property for the first year of a tenancy agreement.
	OR
	If the tenancy agreement has a fixed term of less than a year, 10% of the Rent due for the whole term of the tenancy agreement).
“Model Cancellation Form”	means the model cancellation form attached to the Appointment Form;
“Owner”	means the owner of the Property.
“Property”	means the property identified in the Appointment Form;
“Redress Schemes Order”	means the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014;
“Renewal Commission”	means 3% of the Rent due in relation to the Property for the year commencing on the expiry of a tenancy agreement.
	OR
	If the replacement tenancy agreement has a fixed term of less than a year, 3% of the Rent due for the whole term of the replacement tenancy agreement).
	Example: monthly rent x 12 x 3%
“Rent”	means the rent payable by a tenant of the Property under a tenancy agreement;
“Security Deposit”	means a security deposit received from a tenant in respect of possible breaches of the tenant’s obligations in the tenancy agreement.
“Services”	means the Agents Duties as set out in Clause 5 of this Agreement;
“We/Us/Our”	means the Agent and includes all employees, agents, and sub-contractors of the Agent;
“You/Your”	means a consumer who is a customer of the Agent.

- 1.1 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, or other means.

- 1.2 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.3 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions including any Schedules to them.
- 1.4 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.5 Words signifying the singular number will include the plural and vice versa.
- 1.6 References to any gender will include any other gender.
- 1.7 References to persons, unless the context otherwise requires, include corporations.

2. Information About Us

- 2.1 We are a Private Limited company.
- 2.2 We trade under the name Jonice Property Services Ltd
- 2.3 We are registered in England under number 14357374.
- 2.4 Our registered office is at c/o 264 Horsley Road, Washington Ne388hr.
- 2.5 Our main trading address is as above.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, you may contact Us by telephone at 07552115618 or by email at joe@joniceproperty.co.uk.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at joe@joniceproperty.co.uk ; or
 - 3.2.2 contact Us by pre-paid post at Jonice Property Services Ltd, c/o 264 Horsley Road, Washington, Ne388hr.
- 3.3 All notices under the Agreement shall be in writing and sent to the most recent postal or e-mail address provided by the other party. Notices shall be deemed to have been duly given:
 - 3.3.1 If sent by email, upon transmission, provided a return receipt is generated;
 - 3.3.2 if delivered by courier, registered mail, or other messenger, upon receipt during the recipient’s normal business hours; or
 - 3.3.3 if sent by prepaid national ordinary mail, on the fifth business day following posting.

4. Appointment of Agent

- 4.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties referred to in clause 5.
- 4.2 Unless otherwise stated in the Appointment Form, the Owner shall not during the Agency Period appoint any other person as the Owner’s agent.

5. The Agent's Duties

- 5.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.
- 5.2 Without prejudice to the generality of clause 5.1, the Agent shall prepare particulars of the Property, including a written description, video footage and photographs and, once the particulars have been approved by the Owner, the Agent shall include them in its printed advertising materials and add them to its website.
- 5.3 The Agent shall erect a 'To Let' board outside the Property unless otherwise instructed by the Owner.
- 5.4 The Agent shall give the Owner advice on the Property's rental value.
- 5.5 The Agent shall:
 - 5.5.1 if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing; and
 - 5.5.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.
- 5.6 The Agent will be unable to market the Property unless a valid EPC is available and either:
 - 5.6.1 the Property has an energy efficiency rating between A-E (inclusive); or
 - 5.6.2 a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 5.7 The Agent shall:
 - 5.7.1 if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out before a tenancy commences in order to comply with:
 - 5.7.1.1 the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998; and
 - 5.7.1.2 the Electrical Equipment (Safety) Regulations 1994 (for appliances purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and
 - 5.7.1.3 the Owner's obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
 - 5.7.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing reports for fixed electrical wiring and appliance testing before they occupy the Property.
 - 5.7.3 comply with the Owner's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as instructed by the Owner (and at the cost of the Owner) as set out in clause 4.6 of this Agreement; and
 - 5.7.4 ensure that the prospective tenant is provided with copies of the fire safety information and importance of fire door information if required by the Fire Safety (England) Regulations 2022 before they occupy the Property.

- 5.8 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:
 - 5.8.1 advise the Owner of the hazards and the steps that need to be taken; or
 - 5.8.2 recommend that the Owner seek advice from a suitably qualified person.
- 5.9 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for work to be carried out at the Property:
 - 5.9.1 in order to minimise the hazards specified in HHSRS Regulations.
 - 5.9.2 in response to a notice or order issued by the local authority under the HHSRS Regulations.
- 5.10 If it appears to the Agent that the Property and/or Common Parts are not “fit for human habitation” as defined in the FFHH Act at any time during the tenancy, the Agent shall either:
 - 5.10.1 advise the Owner of the state of the Property and/or Common Parts and the steps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or
 - 5.10.2 recommend that the Owner seek advice from a suitably qualified person.
- 5.11 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been obtained):
 - 5.11.1 in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act.
 - 5.11.2 in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts.
 - 5.11.3 in response to any claims or proceedings issued by the tenant under the FFHH Act; and
 - 5.11.4 in order to comply with an order issued by the courts under the FFHH Act.
- 5.12 The Agent shall, if requested by the Owner and at the Owner’s cost:
 - 5.12.1 arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; and
 - 5.12.2 check that each alarm is in proper working order on the day a new tenancy begins.
- 5.13 The Agent shall, if requested by the Owner and at the Owner’s cost:
 - 5.13.1 arrange for a fire risk assessment to be carried out by a suitably qualified professional, and for all recommendations to be complied with.
 - 5.13.2 check any fire doors and closers at the Property are in good working order on the day a new tenancy begins.
- 5.14 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.
- 5.15 The Agent shall gather relevant information from potential tenants which will enable the Owner to consider the suitability of the tenant (and any guarantors)

and to take up appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement and shall forward the references to the Owner.

- 5.16 The Agent shall, to the extent that sections 20–37 of the Immigration Act 2014 are in force in relation to the area in which the Property is situated, accept liability for compliance with the requirements of sections 20–37 of the Immigration Act on behalf of the Owner and shall in particular:
 - 5.16.1 obtain from the proposed tenant and from any intended adult occupier of the Property the information and documentation required in order to carry out “right to rent” checks on them.
 - 5.16.2 carry out “right to rent” checks in accordance with all relevant Home Office Codes of Practice and guidance.
 - 5.16.3 report the outcome of those checks to the Owner as soon as possible; and
 - 5.16.4 the Agent will not discriminate against any proposed tenants in performing the “right to rent” checks.
- 5.17 The Agent shall prepare a holding deposit agreement if a holding deposit is to be collected, which shall first be approved by the Owner. The Agent shall sign the holding deposit agreement on behalf of the Owner if the Owner instructs the Agent to do so.
- 5.18 The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for:
 - 5.18.1 an inventory of the Property to be prepared by an independent inventory clerk [(to include a photographic schedule of condition)]; and
 - 5.18.2 the inventory clerk to conduct a “check-in” with the tenant whereby the contents of the inventory are confirmed by the tenant.
- 5.19 The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant and shall obtain the Owner’s approval of the draft agreement.
- 5.20 The Agent shall sign the tenancy agreement and complete the tenancy agreement on behalf of the Owner if the Owner instructs the Agent to do so. The Agent shall send the completed tenancy agreement to the Owner and the tenant.
- 5.21 The Agent shall not permit the tenant to occupy the Property until the tenant has:
 - 5.21.1 Performed and passed a right to rent check.
 - 5.21.2 signed the tenancy agreement.
 - 5.21.3 paid to the Agent in cleared funds the first month’s rent.
 - 5.21.4 paid to the Agent in cleared funds a Security Deposit equivalent to five weeks’ rent **and** have signed a direct debit agreement or standing order to which the Owner will be notified.
- 5.22 The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government’s “How to Rent: the checklist for renting in England” or (if the Property is in Wales) the Welsh Government’s publication “A Home in the Private Rented Sector – A Guide for Tenants”.

- 5.23 The Agent shall remit the Security Deposit to the Owner within 2 days of completion of the tenancy agreement.
- 5.24 The Agent shall within 3 days after completion of a tenancy agreement send to the Owner a statement setting out the rent received from the tenant and the Commission payable to the Agent and shall submit an invoice for the Commission.
- 5.25 Having sent the statement and the invoice to the Owner the Agent shall retain the Commission and remit the balance to the Owner within 1 days.
- 5.26 If there are insufficient funds to pay the Commission the Agent shall notify the Owner of the sum required from the Owner.
- 5.27 If:
- 5.27.1 a tenancy agreement is terminated pursuant to a break clause; or
- 5.27.2 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 Commission (or as the case may be the Renewal Commission) within 5 days of the tenant vacating the Property.
- 5.28 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice during the Agency Period for the purposes of consultation and advice relating to the Property.
- 5.29 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.
- 5.30 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 5.31 The Agent cannot guarantee the suitability of tenants, timely payments, or vacant possession at the end of the tenancy and is not liable to the Owner in respect of these events, or any disputes between the Owner and tenant during the term of the tenancy.
- 5.32 The Agent confirms they are not aware of any personal interest in the Property for the purposes of Section 21 of the Estate Agents Act 1979.
- 5.33 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.

6. The Owner's Commitments

- 6.1 The Owner confirms that they are the owner(s) of the Property and are entitled to let it out on an assured shorthold tenancy. In particular the Owner confirms that:
- 6.1.1 any consent required from a freeholder or superior landlord under the terms of the Owner's lease.
- 6.1.2 any consent required from the Owner's mortgagee; and
- 6.1.3 any consent required from the Owner's insurers.
- has been obtained or will be obtained before any tenancy agreement is signed.

- 6.2 The Owner confirms that they have a valid insurance policy in place for the Property and contents.
- 6.3 The Owner 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.
- 6.4 The Owner shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 6.5 The Owner understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:
 - 6.5.1 the Owner shall before a tenancy commences either:
 - a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or
 - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner).
 - 6.5.2 the Owner shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:
 - a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
 - b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner) before the expiry date.
- 6.6 The Owner understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994 (for electrical equipment purchased before 08 December 2016) and the Electrical Equipment (Safety) Regulations 2016 (for electrical equipment purchased on or after 08 December 2016). In particular:
 - 6.6.1 the Owner shall ensure that all electrical equipment provided by the Owner at the Property complies with the Regulations; and
 - 6.6.2 the Owner shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.
- 6.7 The Owner understands their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:
 - 6.7.1 the Owner shall arrange or instruct the Agent to arrange for a qualified and competent person to inspect and test every fixed electrical installation at the Property at intervals of no more than 5 years.
 - 6.7.2 the Owner shall provide the Agent with the report from a qualified and competent electrician.
 - 6.7.3 for existing tenancies, the Owner shall supply or instruct the Agent to supply a copy of the report to each tenant within 28 days, and if requested by the local housing authority, within 7 days of request.
 - 6.7.4 the Owner and Agent shall keep a copy of the report and give it to the person carrying out the next inspection.

- 6.7.5 the Owner shall supply, or instruct the Agent to supply a copy of the most recent report to:
- a) a new tenant before occupation; and
 - b) a prospective tenant within 28 days of a request from the prospective tenant;
- 6.7.6 if the report requires further investigation or remedial work, the Owner shall carry out, or instruct the Agent to carry out (at the cost of the Owner), the further investigation or any remedial work which must be carried out by a qualified and competent person within 28 days of the report or as otherwise stated; and
- 6.7.7 the Owner shall supply to the Agent written confirmation of completion of such further investigative or remedial work along with the report to the existing tenant and also to the local housing authority within 28 days of the work being carried out.
- 6.8 The Owner understands their responsibilities under the Regulatory Reform (Fire Safety) Order 2005 as amended. The Owner may instruct the Agent to arrange for a fire risk assessment to be carried out, and to arrange for the recommendations in the assessment to be complied with at the cost of the Owner.
- 6.9 The Owner understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Owner).
- 6.10 If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.
- 6.11 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.
- 6.12 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.
- 6.13 The Owner is aware of the statutory obligations placed on residential landlords by the FFHH Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Owner will also comply with any orders issued by the courts under the FFHH Act.
- 6.14 The Owner understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022. In particular:
- 6.14.1 the Owner shall before a tenancy begins either:
- a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
 - b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner).
- 6.14.2 the Owner shall either:

- a) check that each alarm is in proper working order on the day a new tenancy begins; or
 - b) instruct the Agent to conduct such a check (at the cost of the Owner).
- 6.14.3 the Owner shall carry out any repairs or replacement of the alarms as soon as reasonably practicable following a report from the tenant.
- 6.14.4 the Owner shall 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 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- 6.15 The Owner understands that they are responsible for obtaining any licences which are legally required before letting the Property and complying with the conditions to the licence at all times.
- 6.16 The Owner shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004 and shall provide to the tenant within 30 days of the Security Deposit being received by the Agent the “prescribed information” required by the Housing Act 2004.
- 6.17 The Owner shall pay the Commission to the Agent in accordance with these Terms and Conditions on receipt of an invoice.
- 6.18 The Owner shall pay interest on Commission that is overdue by 7 days or more at the rate of 2 per cent above the base lending rate of Barclays Bank plc from the due date until the date of payment.
- 6.19 The Owner understands that they are legally responsible for the Property meeting all statutory requirements.
- 6.20 The Owner confirms that they will give all instructions to the Agent in writing.
- 6.21 The Owner understands their obligations under the Tenant Fees Act 2019 **OR** Renting Homes (Fees etc.) (Wales) Act 2019 as Landlord and will comply with these obligations.
- 6.22 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of it being held out as the Owner’s agent.

7. [Cancellation of Contract During the Cooling Off Period]

- 7.1 Where the Agreement is not made on Our Premises, you have a statutory right to a “cooling off” period. This period begins once the contract between You and Us (i.e. the Agreement) has been made, and it ends at the end of 14 calendar days after the date on which the Agreement was made.
- 7.2 If You wish to cancel the Agreement within the cooling off period, you should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 7.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 7.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the Agreement.
- 7.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 7.6 We will process the refund due to You as a result of a cancellation of Services without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 7.7 If the Start Date falls within the cooling off period, you must make an express request for provision of the Services to begin within the 14-calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request, you acknowledge and agree to the following:
 - 7.7.1 If the Services are completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Services are completed;
 - 7.7.2 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;
 - 7.7.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis; and
 - 7.7.4 We will process any refund within 7 days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

8. Duration and Termination of Agency Contract

- 8.1 The contract between the Owner and the Agent shall come into force on the date specified in the Appointment Form and shall continue until terminated, subject to the following provisions.
- 8.2 Either party may terminate the contract by giving to the other not less than 1 week written notice, to expire at or any time after the end of the first 8 weeks of the Agency Period.
- 8.3 Upon the termination of the contract between the Agent and the Owner:
 - 8.3.1 the Agent shall cease to promote, market, advertise or solicit tenants for the Property.
 - 8.3.2 the Commission shall be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise).
 - 8.3.3 Clause 9 (Renewal or Continuation of Tenancy) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise).
 - 8.3.4 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).
- 8.4 The rights to terminate the contract given by this Clause 8 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

- 8.5 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 2 months written notice to the Agent within 14 days after the notice from the Agent was given, to terminate the contract.

9. **Renewal or Continuation of Tenancy**

- 9.1 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.
- 9.2 If the tenant remains in occupation after the expiry of the original tenancy agreement the Renewal Commission shall become payable.
- 9.3 The Renewal Commission is payable:
- 9.3.1 in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and
 - 9.3.2 where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

10. **Complaints and Redress**

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

11. **Client Money**

- 11.1 In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019 the Agent is a member of a government approved client money protection scheme.
- 11.2 The name and address of the Agent's client money protection scheme is **Safeagent**.
- 11.3 A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

12. **Nature of Agreement**

- 12.1 The contract between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

- 12.2 These Terms and Conditions together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 12.3 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 these Terms and Conditions or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.4 No failure or delay by either party in exercising any of its 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.
- 12.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

13. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Statement available from us.

14. Money Laundering

- 14.1 We are subject to the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019, the Proceeds of Crime Act 2002, the Terrorism Act 2000, and the Criminal Finances Act 2017. We must adhere to the Serious Crimes Act 2015 and guidance from HM Revenue and Customs (HMRC).
- 14.2 We have a legal duty to identify the beneficial owner of a property, whether it is an individual(s), company, trust, or estate. We may request and retain information and documentation for this purpose and conduct electronic searches of relevant databases. We reserve the right to request any additional information necessary to comply with legislation.
- 14.3 If satisfactory evidence of your identity is not provided within a reasonable timeframe, we may be unable to proceed with the instruction.
- 14.4 We may be required to disclose information to relevant authorities without prior notice or liability if we know, or have a reasonable ground to suspect, that you are involved in money laundering or terrorist financing.

15. Consumer Protection and Disclosure of Information

- 15.1 Both the Owner and the Agent are legally obligated to ensure that all statements, representations, and communications regarding the property are factually accurate. This includes all forms of marketing, descriptions, and any information shared with potential tenants. Any misleading actions, including providing false or incomplete information, may lead to criminal liability for both parties.

- 15.2 You are responsible for:
- 15.2.1 providing accurate information about the Property;
 - 15.2.2 disclosing any material information that might affect a prospective tenants decision to rent the Property;
 - 15.2.3 ensuring accuracy regarding matters such as boundaries, unusual covenants, room sizes, planning consents, tenancies, the length of lease, service charges, etc.;
 - 15.2.4 verifying certain information and assisting Us to the best of your knowledge;
 - 15.2.5 notifying Us immediately of any changes to the information provided about the property;
 - 15.2.6 informing Us immediately if there is an inaccuracy or misleading statement/information in our sales particulars, adverts etc.
- 15.3 Unless otherwise expressly agreed, we will rely upon all information provided by You.
- 15.4 Where appropriate, you agree to indemnify Us and keep Us indemnified against any losses, damage, costs, and expenses (including legal fees) arising from misinformation supplied by You.

16. Relationship of the Parties

Nothing in these Terms and Conditions shall create or be deemed to create a partnership or the relationship of employer and employee between the Owner and the Agent.

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, we will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 17.3 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 17.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.
- 17.5 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England & Wales.
- 18.2 As a consumer, you will benefit from any mandatory provisions of the law in Your country of residence. Nothing in sub-Clause 19.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 18.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.