

## Letting Agency Agreement

### **This document has been signed electronically.**

This document has been signed electronically using SignatureSense - the online document signing service.

A record of each signature applied to this document can be found in the "Signature Log" below.

### **Signature Log**

The following parties have read and confirmed their agreement to the contents of this document.

#### **Mr Amardeep Mattoo, Landlord**

**Date Agreed:** 31-12-2025 11:26:25

**Logged IP Address:** 31.94.38.85

**Signature Reference:** 6E087942-CFF4-4368-AABC-7B33E6817D3D

#### **Abdul Kahar, Agent**

**Date Agreed:** 22-12-2025 11:35:16

**Logged IP Address:** P31.24.2.79

**Signature Reference:** 5F495D0E-7B11-4C7D-9124-4CCC312AEE64

### **Document Execution**

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# Terms of Business

## Agency Agreement

This agreement sets out the terms and conditions under which AP Morgan Estate Agents ("the Agent") will act for you in the sale of your Property. Please read the whole of this Agreement, which should be signed by both you (or a person with authority to act on your behalf) as Seller of the Property and by one of our representatives.

### 1. Property to be Marketed ("the Property")

Full address 2 Fieldview Church Hill Farm  
Postcode B98 9AR

### 2. Landlord details (Please give the names of all owners of the Property ("The Landlord/You"))

First Name Amardeep  
Surname Mattoo  
Date of Birth  
Address Beoley, Redditch  
Postcode B98 9AR  
Telephone 07977431825  
Email address amomattoo@hotmail.com

First Name  
Surname  
Date of Birth  
Address  
Postcode  
Telephone  
Email address

### 3. AP Morgan Lettings Limited ("The Agent/We")

Branch address 6 Foster Street, Stourbridge, West Midlands, DY8 1EL  
Telephone Number 01384 319 400  
Contact name Abdul Kahar  
Email address blackcountry@apmorgan.co.uk

### 4. Initial marketing rent

Agent's recommended initial marketing rent £ 1400 PCM

Landlord's agreed initial marketing rent £ £1,695 per PCM

### 5. Interested Parties

Has anybody shown an interest in purchasing the Property before the date of this Agreement?

☐ Yes ☐ No

If your answer is Yes, please give details

### 6. Services and commission fee

Important - See Terms of Business

#### ☐ SIGNATURE SERVICE

**Fully Managed Service including Rent Protection & Legal Expenses Service**

Setup fee

% +VAT  % including VAT

£  +VAT £  including VAT

Management fee

% +VAT  % including VAT

£  +VAT £  including VAT

Or

#### ☐ Fully Managed Service

Setup fee

% +VAT  % including VAT

£  +VAT £  including VAT

Management fee

% +VAT  % including VAT

£  +VAT £  including VAT

Or

#### ☐ Rent Collection Only Service

Setup fee

% +VAT  % including VAT

£  +VAT £  including VAT

Management fee

% +VAT  % including VAT

£  +VAT £  including VAT

Or

#### ☒ Let Only

Setup fee

50 % +VAT 60 % including VAT

£  +VAT £  including VAT

### 7. The Property Ombudsman (TPO) Scheme Notice/TPO Redress Scheme

We are members of the TPO Scheme and abide by the TPO Code of Practice. You agree that, in the event of you making a complaint to the TPO or to the TPO redress scheme, We may disclose information relating to the letting of your Property to The Ombudsman. You also agree that we may disclose your contact 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.

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## 8. Signatures of Agent and Landlord(s)

IMPORTANT - In signing this contract you are entering into a binding legal agreement and will be responsible for our fees and any other payments due to us. If you have instructed another agent on a sole agency, or any other basis, you must check whether by also instructing us as your agent, you may be liable to pay both agents' fees.

ON BEHALF OF THE AGENT

Abdul Kahar 22.12.2025

:  
Landlord bank details

Name on account

Bank

Account

Sort code

ON BEHALF OF THE LANDLORD(S):

I am/we are the owners/only owners of the Property (select one box only)

☐ Yes ☐ No

If your answer is no, please state the full name and whereabouts of the owner(s)/other owner(s) and provide valid authority that you are authorised to act on their behalf.

Details:

## 9. Performance of the contract prior to the expiry of the cancellation period

The services set out in the Agency Agreement will not commence until the day following the last day of the cancellation period. If you wish the services to begin within the cancellation period, you must agree to this in writing, your right to cancel the Agency Agreement within the cancellation period will not be affected. However, if you do choose to cancel the Agency Agreement you will be required to pay for goods and services supplied prior to cancellation. If you wish the services to begin prior to the expiry of the cancellation period, you should sign the confirmation below.

**As the Landlord, I/we confirm by signing this Agreement that I/we wish the provision of the Services under the Agency Agreement to commence immediately.**

**As the Landlord, I/we understand that if I/we subsequently exercise our right to terminate the Agency Agreement within the cancellation period we will be required to pay for goods and services supplied prior to cancellation.**

## 10. Fees Information

Tenant Find Fee - Full Management: 60% inc VAT (50% + VAT) of the first month's rent.  
Tenant Find Fee - Let Only: 90% inc VAT (75% + VAT) of the first month's rent.  
Rent Protection and Legal Expenses Service (Monthly): 4.8% inc VAT (4% plus VAT) subject to a minimum of £42 inc VAT (£35 + VAT)  
Monthly Management: 12.5% inc VAT (10.4% + VAT)  
Tenancy Renewal Fee: £180 inc VAT (£150 + VAT)  
Deposit Dispute Handling Fee: £180 inc VAT (£150 + VAT)

- ☐ Energy Performance Certificate: £180 inc VAT (£150 + VAT)
- ☐ Gas Safety Certificate/Record: £96 inc VAT (£80 + VAT)
- ☐ Gas Safety Certificate/Record including Boiler Service: £192 inc VAT (£160 + VAT)
- ☐ Electrical Installation Condition Report: £210 inc VAT (£175 + VAT)
- ☐ Additional Property Visit: £30 inc VAT (£25 + VAT)

Fees are subject to change; current Landlord Charges can be viewed via our website: [apmorgan.co.uk/landlord-guide](http://apmorgan.co.uk/landlord-guide)

**I/We have read and understand my/our obligations in relation to these Fees. I/we have read and have been given the opportunity to ask questions and discuss any points arising in connection with this agreement. I/we understand the provisions of this contract including the amounts payable and I/we agree to its terms including the Terms of Business.**

{ss:SG\_Landlord1}

## 11. Data protection and privacy

For the purpose of the Data Protection Act 1998 and General Data Protection Regulation EU 2016/679, the data controller is AP Morgan Lettings Limited (Company registration number 12672538). In order to provide these services and as required by law We will keep your personal data on file and may pass this onto other organisations which are part of, or associated, with AP Morgan Estate Agents and associated group of companies.

Where required to facilitate quotations, repairs or other required access to the property we may need to provide your details to external parties.

To enable us to do this please confirm acceptance by checking here: ☐

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 tick this box if you are happy for us to share your personal data in this way: ☐

## 12. Notice of Cancellation Right (if applicable)

If the Agency Agreement is completed in your home or place of work, under the Cancellation of Contracts Made in Consumer's Home or Place of Work etc. Regulations 2008, you have the right to cancel the Agency Agreement referred to above if you wish. This right can be excised by delivering or sending (by post or email) a written cancellation notice to the person indicated below at any time within the period of 14 days starting with the date of receipt by you of this notice.

If you wish to cancel the Agency Agreement you should post or deliver your written cancellation notice to the Lettings Manager of the branch stipulated in Section 3 above of the Agency Agreement. If you choose to cancel this contract, your cancellation will be effective from the time your cancellation notice is posted or sent to the address set out above or, in the case of email, on the day it is sent

# Terms of Business

## Terms of Business

“AP Morgan”

AP Morgan and AP Morgan Estate Agents are trading names of AP Morgan Lettings Limited (Company registration number 12672538).

### 1. Data protection

#### 1a. How we use your data

Our use of your 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);
- Performing Anti Money-Laundering checks on you;
- Land Registry searches to confirm ownership of the Property;
- Personalising or tailoring Our services for you;
- Replying to correspondence from you;
- Supplying you with emails that you have opted into;
- Offering you alternative products and services via associated and/or third party companies.

### 2. Tenants' Information

In the course of arranging a Tenancy you will have access to Tenants' information, you must only process or store this in accordance with the Data Protection Act 1998 and General Data Protection Regulation EU 2016/679 and any subsequent legislation.

### 3. ICO Registration (Landlord)

Under the Data Protection Act individuals and organisations that process personal information need to register with the Information Commissioner's Office (ICO), unless they are exempt. By signing this agreement, you confirm that you have registered with the ICO if required.

Additionally, if you are required to register you must provide Us, the Agent, with a copy of your ICO registration certificate.

### 4. Assistance

You must assist Us in complying with all applicable requirements of Data Protection Laws in relation to Personal Data. In particular You must:

#### a. Promptly inform Us about the receipt of any Data Subject Access

Request and provide reasonable assistance in complying with any Data Subject Access Request;

b. Assist in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

c. Notify Us without undue delay on becoming aware of any breach of the Data Protection Laws;

d. At the written direction of the Data Discloser, delete or return any shared Personal Data to the Data Discloser on termination of this Agreement unless required by law to store Personal Data.

Notifications to Us should be sent to [dataprotection@apmorgan.co.uk](mailto:dataprotection@apmorgan.co.uk)

### Landlord Declarations

### 5. Authority to enter this contract

Important: when you instruct us, you are entering into a contract on behalf of all owners of the Property who are jointly and severally liable for our fees. By signing this Agreement, you are confirming that you have the authority to do this on behalf of all owners.

### 6. Right to Let

By entering into this contract, you declare that you have the legal Right to Let the Property. You also provide us with the authority to carry out any checks necessary to confirm your Right to Let.

### 7. Consent to Let

You must, before entering into any agreement to let your Property, check whether you need the consent of your mortgagee and/or superior landlord and/or insurers and/or joint owners, or any other such party to enter into the proposed transaction. You may require a letter of consent from your mortgage lender and, in the case of a leasehold property, a letter of consent from your Landlord, prior to sub-letting. By signing this Agreement, you are confirming that you have the authority to do this on behalf of all owners.

### 8. Green Deal Loans

If the Property is subject to a Green Deal Loan (or equivalent) You, as the Landlord must ensure that any consents required to Let the Property are obtained and that We, the Agent, are advised and a copy of the consent provided. By signing this Agreement, you are confirming that you have the authority to do this on behalf of all owners.

### 9. Leasehold Properties

If the Property is subject to a superior lease containing certain restrictive covenants, it is your responsibility to inform us of the existence of those restrictive covenants and to provide us with a copy of the said superior lease. We will then provide a copy to the Tenant. If you fail to provide a copy of the superior lease, we do not accept any liability whatsoever if you are in breach of your obligations.

### 10. Restrictive Covenants

If the Property is subject to any restrictive covenants, it is your responsibility to inform us of the existence of those restrictive covenants and to provide us with a copy of them. We will then send a copy to the Tenant. If you fail to provide a copy, we do not accept any liability whatsoever if you are in breach of your obligations.

### 11. Other Charges

It is the Landlord's ongoing responsibility to pay any Management Fees, Service Charges and/or Ground Rent to the Landlord/Management Company/Freeholder.

### 12. Easements & historical disputes

As the Landlord, it is your obligation to advise us of any existing easements or any historical disputes that affect the Property. By signing this Agreement, you as the Landlord confirm that you have advised us of these in writing prior to marketing of the Property and will advise us of any new easements or disputes.

### 13. Substantial changes

If the Property undergoes any substantial changes that may impact this Agreement you agree to notify us, the Agent, immediately in writing. This includes, but is not limited to, changes in ownership, structural or material changes in the Property, insurance or changes or retractions to consents.

### 14. Warranties

By signing this Agreement, you warrant that all the information you have given to us about the Property is correct, including all warranties. We will not be liable for any loss incurred by any party as a result of any incorrect or misleading information You have provided to Us. In the event that information provided proves to be incorrect causing us to suffer loss or causes legal proceedings to be undertaken, the Landlord agrees to reimburse and compensate Us for all direct and indirect losses suffered. The statutory rights of either Landlord or Tenant to take legal action against the other party remain unaffected.

### 15. Indemnity/Ratification

The Landlord undertakes to ratify whatsoever We shall lawfully and reasonably do by virtue of this Agreement and to indemnify Us against all costs and expenses properly incurred by Us in carrying out our duties and all other actions and acts relating to the Property.

### Insurance

### 16. Building and Contents Insurance

It is your obligation as the Landlord to make certain that the Property and its fixtures, fittings and contents, are at all times properly and adequately insured. The responsibility for ensuring that the cover is adequate and suitable lies exclusively with you. You should notify your insurer that the Property is Let and the date of occupancy.

You should notify (and obtain permission from, if appropriate) your insurer if the Property is to be vacant for a period of time and ensure that you comply with your insurance policy requirements for vacant properties. Failure to do so could result in your insurance cover being voided.

In addition, if the Tenant is claiming housing benefit/universal credit the insurer must be made aware of this fact.

### 17. Rent Protection & Legal Expenses Service

Where we collect rent on the Landlord's behalf and the Tenant has been referenced via our referencing partners it is possible to add Rent Protection and Legal Expenses Service. No matter how stringent the pre-Tenancy checks that are undertaken on a prospective Tenant, there will always be a small number of Tenants who fail to pay their rent.

Through our partnership with Goodlord, one of the leading providers of insurance services to the lettings industry, we are able to provide you with a range of comprehensive services including, in particular, the Rent Protection and Legal Expenses Service.

Please note, use of Rental Protection and Legal Expenses Service is subject to Goodlord's Terms and Conditions. By signing the contract and selecting Rental Protection and Legal Expenses Service you are agreeing to these additional terms.

You, as the Landlord, are solely responsible for compliance with those terms.

### Legal Requirements

This section sets out some of the legal obligations that you must comply with as a Landlord. These are only some of the key legal obligations that you must comply with, and your obligations will update from time to time as legislation changes.

This list is not intended to be comprehensive and we strongly recommend you seek the advice of a solicitor, Citizens Advice Bureau or similar before proceeding.

### 18. Gas Safety Regulations

The Gas Safety (Installation and Use) Regulations 1998 applies to all domestic properties and compels Landlords to have all gas equipment safety-checked annually by qualified persons, to retain records of work carried out on appliances, and to obtain a Gas Safety Report ("GSR"). The GSR must be available for a Tenant at the commencement of a Tenancy and at annual renewal of the GSR. We reserve the right to obtain a GSR for any Property prior to the commencement of a Tenancy, or upon renewal, at the Landlord's expense, where a GSR is not supplied by the Landlord in time.

### 19. Electrical Safety Regulations

Landlords are required to ensure that all electrical installations, systems and appliances are safe to use.

The Electrical Safety Standards in the Private Rent Sector (England) Regulation 2020 require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Landlords must provide a copy of the Electrical Installation Condition Report ("EICR") to their tenants, and to their local authority if requested. It is also recommended that landlord supplied electrical appliances are regularly inspected and tested to ensure they are in a safe condition. We reserve the right to obtain an EICR for any Property prior to the commencement of a Tenancy, or upon renewal, at the Landlord's expense, where an EICR is not supplied by the Landlord in time.

We recommend that Landlords have a PAT carried out annually and where a tenancy lasts for less than 12 months, that a new PAT is carried out before a new tenancy commences.

The Ministry of Housing, Communities & Local Government (MHCLG) guidance indicates that when accommodation is re-let, the electrical appliances will be classed as being

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supplied to that tenant for the first time and should therefore be re-checked.

If a property to let is classified as a House of Multiple Occupation (HMO) under the Housing Act 2006, it is mandatory for an electrical safety test to be carried out and a certificate obtained.

By signing the Agency Agreement, you are accepting full responsibility for ensuring that your property and contents comply fully with these regulations.

## 20. Smoke Alarms and Carbon Monoxide Alarms

At least one smoke detector must be installed on each floor of the property classed as living accommodation including bathrooms. A carbon monoxide alarm must be fitted in any room which contains a fixed combustion appliance other than a gas cooker.

The alarms must be installed and working at the commencement of the Tenancy Agreement and the alarms' 'test button' must be operated on the day the Tenancy commences to demonstrate that they have power. Landlords should note that all alarms, including those wired into the mains supply, have a limited life span of between 5 and 10 years.

Replacement dates are usually printed on the alarm but are not always visible without detaching it. If a Landlord is unsure of the age of the alarm, then an electrician should be instructed to either establish the replacement date for future reference or replace it.

## 21. Furniture and Furnishings Safety Regulations

Landlords need to comply with the Furniture and Furnishings (Fire Safety) Regulations 1988/1989, 1993 and 2010 which set levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within any part of the Property must comply. It is an offence to breach these regulations and we suggest you obtain a comprehensive guide, including details of labels indicating compliance, from your local Trading Standards Office. Separate European Standards for Safety deal with internal window blinds/shutters and the danger posed by cords and chains to babies and young children. By signing this Agency Agreement, You (the Landlord) are accepting full responsibility for ensuring that your property and contents comply fully with these regulations.

## 22. Water & Bacterial Control

Landlords are required to ensure risk from exposure to legionella in water systems is properly controlled. Properties that remain empty, particularly during the warmer months, and those with open cold-water tanks and swimming pools/hot tubs are particularly at risk.

## 23. Water Act 2003

The Water Act 2003 allows Tenants renting a property for longer than six months to apply for a water meter without permission from the Landlord.

## 24. Energy Performance Certificates (EPCs)

Under The Energy Performance of Buildings (England and Wales) Regulations 2012 (and subsequent amendments 2013-2018) Landlords of residential rented property are required to provide all new tenants with an Energy Performance Certificate ("EPC"). The EPC must have a rating between "A" and "E". We are not able to start a new Tenancy for a property with an EPC rating of 'F' or 'G', unless the property has been given "exemption" status by the Local Authority. The EPC must be made available free of charge by a Landlord to a prospective Tenant prior to the commencement of a Tenancy. An EPC will remain valid for 10 years if no substantial changes are made to the property however a Landlord can renew it earlier if for example, they carry out improvement works to the property that might improve its energy performance.

### 24 (a). Selective Licensing

A selective licensing scheme means that all private landlords in a designated area must have a licence to rent out a privately-rented property. Birmingham City Council operate a Selective Licensing Scheme. The scheme in started on 5 June 2023. **Each licence costs £700 and will last for up to five years.** This is applied for and paid to Birmingham City Council directly.

You only need a licence if your property is in one of the 25 wards covered by the scheme. To see if your property is affected, you can click here to see a list of the wards affected.

[https://www.birmingham.gov.uk/info/20175/private\\_housing/2649/selective\\_licensing/2](https://www.birmingham.gov.uk/info/20175/private_housing/2649/selective_licensing/2)

### 24 (b). Office of Financial Sanctions Implementation

Certain types of business are subject to reporting obligations as "relevant firms" under financial sanctions regulations. From 14 May 2025, letting agents will be subject to these reporting obligations as they will be added to the list of "relevant firms" under financial sanctions regulations. The new regulations will require all letting agents to conduct financial sanctions checks on every Tenant and Landlord in order to verify that neither your tenants or you, the Landlord, are on the UK's financial sanctions list before entering into any tenancy agreements or rental transactions. You agree for A P Morgan to carry out these sanction checks for every Landlord to the property and acknowledge the **charge of £46.80 inc VAT (£39.00 plus VAT) per person for doing so.**

## 25. Heating and Hot Water

Heat Network (Metering and Billing) Regulations 2014 applies to Landlords of shared accommodation who charge for the supply of heating, air conditioning or hot water. The regulations apply to:

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

If the Property meets these criteria you must provide information to the National Measurement Office including the number and type of buildings supplied by the heating system, and the number of final customers. Landlords must also ensure that meters are installed in the property to measure the consumption of heat, cooling or hot water by each

final customer. The regulations do not apply to houses in multiple occupation ("HMO").

## 26. Houses in Multiple Occupation (HMOs) and Housing Health & Safety Rating System (HHSRS)

The above legislation, which came into force on 6 April 2006, could classify a property as an HMO subject to certain conditions and may require a licence.

By signing this Agency Agreement, you are accepting full responsibility for ensuring your Property fully complies with the regulations.

## 27. Finance Act 1995 and HM Revenue & Customs (HMRC)

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

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

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

- deduct such amount of income tax as is prescribed by the Scheme including supporting regulations and guidance notes; and
- provide suitable reporting to support submission by You (to HMRC in the manner prescribed by such rules and in accordance with Your instructions.

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

Landlords residing in the UK are responsible for their own tax affairs. Neither HMRC, nor us as Agent, will pay interest on monies held for the payment of tax liabilities arising from this contract.

Under Section 19 Taxes Management Act 1970, the HMRC require from us each year a list of names and addresses of all persons on whose behalf we have received rental income.

## 27 (a). Right to Rent Scheme - February 2016 following the Immigration Act 2014

Landlords are responsible for checking the immigration status of prospective tenants in the private rented sector and you should conduct right to rent checks on all prospective tenants including any other adults who will be living in the property, even if they are not named on the tenancy agreement, regardless of their nationality. Children under the age of 18, or guests who are not contributing rent, do not need to be checked.

## 28. Changes and monitoring of regulations

The above-mentioned regulations are subject to change and by signing this Agreement You are accepting responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are met.

Additionally, You accept that the Agent has the right to have mandatory work and/or inspections undertaken at the Property if You fail to comply with any act of legislation affecting the Property. You hereby agree that this does not make the Agent responsible for doing the work and agree to meet all cost incurred ensuring the Tenancy complies with legislation.

## 29. Responsibility for Fines

By signing this Agreement, You as Landlord agree to pay any fines applied for any breaches in legislation, where relevant licences have not been applied for or gained or where repairs have not been carried out.

## Tenancy Deposits

All Tenants are required to pay a security deposit (payable at the outset of the tenancy).

## 30. Deposit Protection Scheme

We will always, unless otherwise instructed by the Landlord, hold the Deposit (in accordance with the Housing Act 2004) as 'Stakeholders' under the terms of a custodial deposit protection and dispute resolution scheme run by Deposit Protection Service. The Deposit will not be released until able to do so under the scheme.

All interest earned from Deposits held by us under the Deposit Protection Service will be retained by us, the Agent, to help fund the management of this service.

The Deposit Protection Service is administered by:

## Deposit Protection Service

The Pavillions, Bridgwater Road Bristol, BS13 8AE

Phone: 0330 303 0030

AP Morgan will notify the Tenant of the deposit protection within 30 days of the start of the tenancy, and within 30 days of each and every renewal or extension to the fixed term tenancy. This includes the provision to the Tenant of the Deposit Protection Certificate plus the Prescribed Information booklet.

## 31. Landlord Holding Deposit

If you opt to hold the Deposit yourself, we will transfer it to you within 5 working days of the Tenancy commencing provided you provide us with the membership number of the Protection Scheme where the Deposit will be covered. You must then register it with another Deposit Protection Scheme within 30 days of the start of the tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. Amongst other things the Court can make an order stating that you must pay the Deposit back to the Tenant or lodge it with the Custodial Scheme which is known as the Deposit Protection Scheme (DPS). In addition, a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We, as Agent, have no liability for any loss suffered if you fail to comply and any fees due to us will remain due.



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## 32. End of Tenancy

Where there is no dispute, we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit to the Landlord will be made within 7 working days of AP Morgan receiving the same from the Deposit Protection Service.

If, after 15 working days following notification of a dispute to us, and reasonable attempts have been made in that time to resolve any difference of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the paragraph below) be submitted to the Dispute Resolution Service for adjudication. All parties agree to co-operation with any adjudication.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to the formal arbitration through the engagement of an arbitrator appointed by the Dispute Resolution Service, although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an Administration Fee, to be fixed by the Board of Dispute Resolution Service from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

In the event of a dispute the full deposit, less any amounts already agreed by the parties and paid over to them, must be remitted to Dispute Resolution Service. This must be done within 15 working days of being told that a dispute has been registered whether or not you want to contest it. Failure to do so will not delay the adjudication but Dispute Resolution Service will take appropriate action to recover the Deposit.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

## 33. Tenancy Deposit dispute submissions (chargeable time)

Where not specifically included, time charged assisting in preparation and submission of information relating to Tenancy Deposit Disputes will be chargeable at the **rate of £180 inc VAT** per dispute this may change from time to time.

## Agency Services

## 34. Inventories and Schedule of Condition

This service is strongly recommended and unless paid for separately we will make arrangements for our inventory clerk to carry out an inventory before the commencement of a tenancy (for fully managed properties only). (NB. This does not include lofts).

We will not accept any responsibility should Landlords prefer to carry out their own Inventory formalities. Where a property is taken on by Us with sitting Tenants or whereby we are unable to undertake an inventory we do not accept any liability in respect of Deposits, deductions and/or condition.

In order to protect all/part of the Deposit paid by the Tenant at the commencement of a Tenancy, for payment towards any damage causes, it is essential to have the Comprehensive Inventory and Schedule of Condition in place as evidence.

## 35. Preparation of a Property

We reserve the right to charge an administration fee in addition to any contractor's costs for arranging any maintenance including works needed to get a property ready to be let.

## 36. Utilities

## Meter Reading (Fully Managed properties only)

When a Tenancy commencement date has been agreed we will endeavour to read the meters. We will request a 3rd party of our choosing to liaise with the tenant in respect of transferring the services (gas/electric/water) into the name for the new Tenant. We will also, if appointed to provide the Comprehensive Inventory & Schedule of Condition service, read the meters at the end of the Tenancy.

**Void Energy Cost Management (Fully Managed properties only)** We work with a third-party supplier to assist Landlords with covering void energy costs. AP Morgan Estate Agents will automatically enrol you in this service. Full terms:

Oh Goodlord Limited ("Goodlord") has been engaged by AP Morgan Estate Agents to provide tenancy management services to the Landlord's Property.

The Landlord hereby authorises AP Morgan Estate Agents to use Goodlord to manage the void period of their property(s). This may result in Goodlord changing the electricity and/or gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that AP Morgan Estate Agents may pass the Landlord's name and contact details to Goodlord for the purposes of:

- registering the electricity and/or gas meters at the property with Goodlord's preferred energy supplier, providing electricity and gas to the property and administering the Landlord's account;
- registering the Landlord with the relevant local authority for the payment of Council Tax; and
- registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

Telephones, TV and Internet Services

It is the Tenant's responsibility to arrange for connection of any telephone, TV or internet services.

## 37. Rent Collection (Fully Managed properties only)

## Rent Demands and Transfer

We will demand rent on your behalf and pay it to you as you instruct. We will also send you a rental statement. If we are able to pay you by BACS it will normally take between **5 – 11 working days to process the rent received to your bank account**. No rent will be payable to You until We hold cleared funds from the Tenant and You must be entitled to the rent in accordance with the rent due date specified in the Tenancy Agreement.

## Tenant's Infringements

Should the Tenant fall behind with the rent we will automatically adopt our arrears procedure and if we become aware of any other breaches of the Tenancy Agreement you will be informed accordingly. Where we become aware of Tenant arrears, we will endeavour to notify you in 3-7 working days. If it becomes necessary to take legal action you will be responsible for instructing your own solicitor and for all fees arising. If we are required to attend court on your behalf there will be a **charge of £180 inc VAT** per day or part thereof plus any travel expenses or other disbursements incurred.

## 38. Overpaid Local Authority Benefits

In the event that You, as the Landlord, are overpaid any benefits either directly by the Local Authority or through the Agent, you agree to repay these overpaid benefits irrespective of when they occur and whether or not you remain Our client.

## 39. Change of Ownership (Fully Managed properties only)

A minimum of three (3) months' notice must always be provided. If, during the period We are managing the Property it is sold or passed on with the benefit of the Tenant in occupation, **You will need to pay £480 inc VAT**. These fees do not apply if the new Landlord instructs us to continue managing the Property by signing a new Agency Agreement with Us. This does not apply whereby the Tenant purchases the Property, see 40.

## 40. Selling to the Tenant (Fully Managed properties only)

In the event that the Property is sold to a connected party we will charge a **commission fee of £3,000 inc VAT**. The fee is payable upon completion of the sale or on exchange of contracts if completion is more than 6 months later.

A connected party includes a Tenant, an associate of the Tenant, a relative of the Tenant, or any person granted the benefit of the Tenancy, whether the Tenant is renting or had been renting within the previous twelve months.

## Property Marketing

## 41. Marketing

Upon receiving instructions to market your Property we will:

- Promote the Property to potential Tenants
- Include the Property in our office 'To Let' list on rightmove.co.uk
- Advertise the Property via our local branch
- Promote the Property through the leading property portals and through our own AP Morgan property website: apmorgan.co.uk
- Erect an eye-catching AP Morgan 'To Let' board (see below)
- Telephone and match out to, existing prospective Tenants registered on our active database

AP Morgan will prepare the brochure for the property including photos, floorplans and the property description. You will be sent this at the point of marketing by email.

It is your responsibility to advise AP Morgan of any inaccuracies in the brochure within 24 hours and any failure to do so may be a breach of the Consumer Protection from Unfair Trading Regulations 2008 and any subsequent equivalent legislation.

## 42. To Let Board

At our discretion we will erect a 'To Let' or 'Let by' board unless otherwise instructed.

Under current legislation a 'To Let' or 'Let by' board may be erected as long as it does not exceed 0.5 of a square metre, or a total of 0.6 of a square metre if two Agents' boards are erected 'back to back'.

## 43. Viewing appointments

We will endeavour to accompany all viewers where the Property to Let is vacant, unless instructed otherwise by the Landlord.

## Agreeing a Tenancy

## 44. Selecting the right Tenant

We will arrange for prospective Tenants to view the Property, negotiate with the Tenant the terms for their occupation which are acceptable to you as the Landlord in consideration thereof you shall pay us a fee in accordance with this Agreement.

As detailed in the Legal Obligations you are under a legal obligation to ensure your Tenant has the legal right to rent in England and Wales. We can assist you in achieving compliance by obtaining copies of the required passport and visa documents and undertaking a number of checks, however the ultimate responsibility remains with the Landlord.

## 45. Tenant Referencing

When an agreement is reached on a let with a prospective Tenant, we will apply for references through a specialist referencing agency, including a credit search, for you to review and satisfy yourself as to the suitability of the prospective Tenant.

If the prospective Tenant is a limited company listed on the FTSE 500, we will obtain a reference from the prospective Tenant relating to its employee who will occupy the Property, for you to review and satisfy yourself as to the suitability of the prospective Tenant. If the prospective Tenant is a limited company not listed on the FTSE 500, a company search will be undertaken at Companies House and submitted to you to review and satisfy yourself as to the suitability of the prospective Tenant.

## 46. Tenancy Agreement

We will prepare and issue a Tenancy Agreement for both the Landlord (or us as Agents

# Terms of Business

where instructed on the Landlord's behalf) and the Tenant to sign. Our Tenancy

Agreements are:-

- In simple English and consistent with the requirements of The Property Ombudsman
- Continuously reviewed to keep pace with the many legislative changes and case law
- Professionally produced by a specialist 3rd party

## 47. Executing the Tenancy Agreement

It is important that we are given clear written instructions regarding the length of time that the Property will be available for Letting and that we have a registered contact address, telephone number and email address for the Landlord prior to any Tenancy. Any subsequent change of address or bank details must be confirmed in writing. In line with the Tenant Fees Act 2019 the cost of drafting the document will be charged to the Landlord only.

## 48. Premium Lease (Fully Managed properties only)

Should a Premium Lease be required, or a Tenant pays the whole rent in advance, our Fees will be payable in full at the outset of the Tenancy. A Premium Lease is a lease that is granted for a minimum period of 15 months. The lease is a deed and the Lessee (Tenant) must always be a company and can be a foreign company.

The Lessor (the Landlord) lets the Property to the Lessee for a premium, which is the rent, paid advance in one lump sum (no monthly payments). In addition, the Tenant will pay a ground rent at a nominal amount per annum.

Property Management (Fully Managed properties only)

## 49. Repairs

We will investigate any faults reported to us by the Tenant(s) and instruct contractors to carry out repairs.

In the case of minor, essential or emergency **repairs (up £300 including VAT)** these works will be carried out immediately without reference to you. We will then deduct the cost from rents received.

Where other works are necessary, a quotation will be obtained and sent to you for approval. For any works arranged, we will charge an arrangement fee of **12% inc VAT of the net invoice**.

## 50. Contractors

Generally, we will appoint one of our approved contractors, however we are happy to use the Landlord's own contractors where notified in writing. We reserve the right to instruct our own contractors in the case of minor, essential or emergency repairs or if the Landlord's contractor is unable to undertake the work necessary within a reasonable length of time. Landlords agree to be liable for all contractors' invoices where instructed in accordance with this Agency Agreement.

We notify the Landlord that should they be required to carry out repairs or refurbishments and a dispute arises, we, as the Agent, the Landlord and the chosen contractor(s) will be bound by the Adjudication Rules of the Housing Grants, Construction & Regeneration Act 1996 (as amended 2011) unless The Joint Contracts Tribunal (JCT) Minor Works contract is implemented.

## 51. Visits and Inspections

We endeavour to undertake Property Inspections when the Property has a Tenant in occupation.

Visits are generally carried out every six months and:-

- Provide the opportunity to monitor the performance of the Tenant in respect of their contractual obligations
- Allows Tenants to communicate 'on-site' should they have special requests or queries
- A report can be sent with any comments with regard to any recommendations for action required

These visits should not be relied upon to pick up any structural defects and ~~does~~ not include lofts. We cannot accept any responsibility for hidden or latent defects or failure to notice anything concealed from our employees, representatives or agents.

## Renewals

We understand the importance of a Landlord's rental investment and in particular the need to make plans around regular rental income and obtaining vacant possession at the end of the Tenancy.

## 52. End of the Initial Fixed Term

As the end of the Initial Fixed Term approaches we will contact You, the Landlord, to establish Your intentions. If You are happy for the Tenancy to continue, then subject to the Tenant agreeing, we negotiate the terms of the renewal and ensure that everything is confirmed in writing. An additional fee applies.

## 53. Where Possession is Required (Fully Managed properties only)

Where possession is required, we can arrange for service of the required notice.

## 54. Remarketing (Fully Managed properties only)

When the Property returns to the market at the end of the Tenancy, we can advise on rental value together with improvements required to maximise the achievable rent and to keep void periods to a minimum.

## General

## 55. Value Added Tax ("VAT")

VAT will be calculated at the current Government prevailing rate.

## 56. Signing Tenancy documentation on your behalf

Where instructed, You as the Landlord authorise us to sign each and every Tenancy Agreement and any other documentation relating to the letting of the Property as an agent on your behalf. You agree to be bound by the terms of these agreements and documents as if you had signed them yourself.

## 57. Exclusion of Liability

Our services will be provided using reasonable care and skill. We do not:

a. Give any warranty or guarantee regarding the suitability of any Tenant, or their

compliance with the Tenancy;

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

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

Our entire liability to you in respect of the Services provided shall not exceed twenty-five thousand pounds (£25,000.00). We are not liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms.

These Terms do not exclude or limit our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation or warranty made innocently or negligently by any person who is not included in the Agreement, or by any person who is not party to the Agreement.

## 58. Other Lettings Agents

From time to time and to improve the efficiency of the Services we provide: we may instruct other letting agencies to assist us in finding a Tenant for the Property. This will not result in any increase in the Fees and you will not be liable to pay any fees to any other Agent instructed by us, but we may share the Fee you pay us with them.

## 59. Commissions from third parties

It is possible that in the normal course of business we will be offered commissions by third parties to whom we might introduce our Landlord's business. If we are offered commission or other form of remuneration and we are satisfied that the service they provide is as good and similar to others with whom they compete, and that our Landlord's interest are not adversely affected, then we may accept such commissions for our own benefit. This fee is paid to us and not to you. We will inform you of the sum we are paid by any particular third party on receiving a written request from you.

## 60. Services to Purchasers

We are legally obliged to inform you that AP Morgan or any other company within Our Group may offer the following services to potential purchasers of your property: Estate Agency Services, Mortgage and Financial Services, Arrangement of House Contents and General Insurance, Survey and Valuation Services, Chattel Auctions, Conveyancing Services, Removals and other services.

## 61. Updates to these Terms

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

These Terms of Business, including any amendments or updates to them, shall apply to any Tenancy agreed in relation to the Property.

## 62. Payment of Fees (and Minimum Fee)

Fees and commissions become payable where a Tenant is introduced by us, whether or not the Landlord proceeds with us as Agent. The Fees are confirmed in this Agreement and will be payable by the Landlord to Us. There is a Minimum Fee of £480 inc VAT for any circumstance where the Landlord withdraws from a prospective Tenancy where satisfactory references have been sought, the Minimum Fee will become payable.

## 63. Fee Changes (Fully Managed properties only)

After the first twelve months' we reserve the right to increase the standard Fee (see clause 66 below) by no more than 2.4% inc VAT

If you are paying a quoted fee, less than our standard fee, we reserve the right to increase the quoted fee to the standard fee (see clause 66 below).

## 64. Changing from Full Management Service

Should a Landlord wish to change Agents or seek to manage the Property themselves, it will be subject to the agreement of the Tenant and cannot be undertaken until the end of the existing fixed term Tenancy. This will allow a Tenant the opportunity to find alternative accommodation if they are reluctant to liaise directly with a Landlord. A minimum of three (3) months' notice must always be provided.

## 65. Suspension

We reserve the right to suspend the Service in whole or in part if you breach any provision of this Agreement including if any payments from You are outstanding, or if you breach any of your statutory obligations. We are not obliged to perform the Services until full payment of the outstanding amount has been made or the breach has been rectified.

## 66. Special offer terms

Where you have instructed us under one of our special offers, our rates are valid for a maximum of 12 months. At the end of the 12 months our rates will revert to our standard rates as follows:

Fully Managed (reverts after 12 months of the initial tenancy)

- Monthly management: 10.4% + VAT (12.5% inc VAT) – Subject to a minimum fee of £99 + VAT (£118.80 inc VAT)

- Setup fee: 50% + VAT (60% inc VAT) of the first months' rent

Let Only (reverts after 12 months from the date of this agreement)

## 67. Cancellation/Termination of Contract

## Notice

A minimum of three (3) months' written notice must be given if, for any reason, the Landlord wishes to terminate this Agreement. Notice can only be given at the end of the current Tenancy and not during an active Tenancy period.

The Agent retains the right to terminate this Agreement at their discretion by providing no

# Terms of Business

less than 7 days' notice.

Fees remain due as follows:

Termination once a Tenancy is agreed but not started

If this Agreement is cancelled by the Landlord after a prospective Tenant has paid the reservation fee but before the Tenancy Agreement comes into force, the Landlord will be liable for the Referencing Fee and a Tenant Find Fee of 60% (including VAT) of the first month's rent (or a monthly average rent where there is a variation). No charges will apply if the Tenant(s) fail referencing checks

Termination at the end of a Tenancy (Fully Managed properties only)

If the Landlord wishes to terminate this Agreement at the end of the fixed term Tenancy, they must provide a minimum of three (3) months' written notice on the Tenancy's expiry date. A termination fee equivalent to one (1) month's rent plus VAT will be payable.

## 68. Deposits

Within 28 days of the last day of our management of the Property or the last day of the Tenancy you must arrange for the transfer of the Deposit. A Deposit Transfer Fee of £60 inc VAT will apply. If you fail to transfer the Deposit within 28 days a further charge of £24 inc VAT per month will apply to reflect the ongoing costs incurred by us in maintaining the Deposits.

## 69. Material Breach

This Agreement may be terminated with immediate effect by either party if the other party commits a material breach that is not capable of being remedied, or if the breach can be remedied, if the party in breach failed to remedy within 14 days of being notified in writing to do so. Where you terminate the contract under this clause no further Fees will be payable by you to us.

## 70. Transfer of Rights and Obligations

The Landlord and the Agency hereby agree that this Agreement may be novated, assigned, or transferred in whole or in part to any successor or affiliate of the Agency ("Transferee") at the Agency's discretion. Upon such novation, the Transferee shall assume all rights, duties, and obligations of the Agency under this Agreement, and the Landlord agrees to accept the Transferee as the new party to this Agreement.

Notification:

The Agency shall provide written notice to the Landlord of any such transfer, including the identity of the Transferee and the effective date of the novation. The Landlord acknowledges that the Agency shall remain liable for any obligations arising under this Agreement until such time as the novation has been completed.

Continuity of Agreement:

Upon the completion of any novation, this Agreement shall continue in full force and effect, and all terms and conditions shall remain binding upon the parties hereto, as well as the Transferee.

## The Property Ombudsman Scheme

AP Morgan is a member of the The Property Ombudsman (TPO) scheme and follows the TPO's Code of Practice. The Landlord(s) agree that the Agent may give information about the letting of the Property to The Property Ombudsman, if the Landlord(s) have submitted a complaint and that information has been requested by the Ombudsman.

The details of the Scheme are: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

[www.tpos.org.uk](http://www.tpos.org.uk)

01722 333 306

**I/we have read and have been given the opportunity to ask questions and discuss any points arising in connection with this agreement. I/we understand the provisions of this contract including the amounts payable and I/we agree to its terms including the Terms of Business.**