

PLEASE NOTE: This is a legally binding document. Sign it only after you have read it completely and have taken independent legal advice, if you so wish.

Dated **[INSERT DATE]**

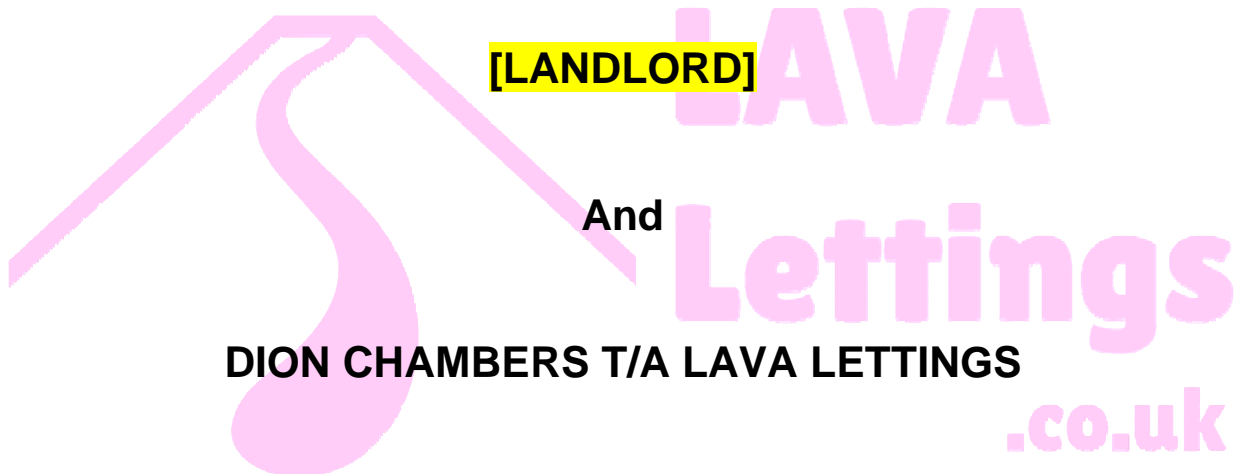
LANDLORD AND AGENT LETTINGS AND PROPERTY MANAGEMENT AGREEMENT

Between

[LANDLORD]

And

DION CHAMBERS T/A LAVA LETTINGS



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LANDLORD AND AGENT LETTINGS AND PROPERTY MANAGEMENT AGREEMENT

Dated **INSERT DATE**

Between the Parties:

A. (1) **INSERT NAME OF LANDLORD**
Of **INSERT ADDRESS OF LANDLORD**

Contact email address: _____

Contact no. _____

(the **Landlord**)

And

B. (1) **DION CHAMBERS T/A LAVA LETTINGS**
Of **33 HENLEAZE ROAD, BRISTOL, BS9 4EY**

(the **Agent**)

In relation to the **[residential / commercial]** premises situated at:

C. **INSERT THE ADDRESS AND / OR ANY DESCRIPTION OF THE LAND TO BE COVERED
UNDER THE AGREEMENT**

(the **Property**)

WHEREBY the Landlord now agrees to appoint the Agent to act as the Landlord's agent in the letting and/or management of the Property, and the Agent now agrees to accept such appointment in accordance with the terms of this contract (the **Agreement**).

The purpose of this Agreement is to outline the scope of the Agent's duties and responsibilities under the Agreement and to specify the basic charges and fees to be incurred by the Landlord for the services provided by the Agent.

Under the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, the Landlord shall (if it is an individual and signs the Agreement anywhere other than the Agent's trading office) benefit from a 14 day right to cancel period which starts from the date of signing this Agreement (the **Cooling Off Period**).

The Agent will not incur any expenses in complying with the terms of the Agreement until the Cooling Off Period has expired, unless the Landlord writes to the Agent confirming its instructions for the Agent to commence work within the Cooling Off Period.

If the Landlord does write to the Landlord requesting work be carried out during the Cooling Off Period and the Landlord subsequently seeks to terminate the Agreement, the Landlord agrees to reimburse the Agent for all reasonable expenses incurred by the Agent during the Cooling Off Period.

To exercise the right to cancel during the Cooling Off Period, the Landlord should write to the Agent via letter or email stating that it wishes to cancel this Agreement pursuant to its right to cancel; following which the Agent will confirm receipt of the cancellation request and, where applicable, advise of any reasonable expenses incurred on the Landlord's behalf.

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AGREED TERMS OF BUSINESS

1 TITLE AND AUTHORITY

- 1.1 The Landlord confirms that it has the authority to enter into this Agreement as the sole owner or joint owner of the Property and has the right to rent out the Property under the terms of any applicable mortgage or head lease.
- 1.2 Where applicable, the Landlord confirms that it has obtained any necessary permission from any mortgagee, owner or other relevant person for the letting and/or management of the Property.
- 1.3 Where requested by the Agent, the Landlord shall promptly provide to the Agent satisfactory evidence of its identity (eg valid passport and proof of address) and title to the Property (eg HMLR Register of Title).
- 1.4 The Landlord authorises the Agent to carry out the Services, as defined in **Clause 2** and **Schedule 1** to this Agreement, and any incidental duties to the Services that are not specified in those provisions but are reasonable or necessary for the purposes of letting or managing the Property.
- 1.5 The Landlord and Agent agree that the Agent shall not take or hold any deposit(s) from tenant(s) or prospective tenant(s), whether the Agent is entitled to do so in accordance with the law.
 - 1.5.1 For example, where the tenant(s) need to provide a holding deposit to reserve the Property or such relevant part of it, the Agent shall provide the tenant(s) with the Landlord's bank details for payment (or such other secure third party account held on trust as may be agreed between the Parties and the tenant(s)) and specify the purpose of this to the tenant(s).
 - 1.5.2 The Landlord acknowledges and accepts that a holding deposit does not protect the Landlord against any loss of rent and that there are limited reasons why and timeframes during which a holding deposit may be retained by the Landlord.
- 1.6 The Landlord confirms that the Agent may enter into and sign tenancy agreements of up to 12 months on the Landlord's behalf and/or serve documents (eg statutory notices or proceedings) to tenants on the Landlord's behalf.
- 1.7 The Landlord agrees that the Agent may earn and retain in full any relevant commissions or referral fees on products or other services (eg insurances or other financial products) issued for the benefit of the Landlord, tenants and/or the Property.
- 1.8 The Landlord agrees to provide the Agent with a set of keys to access the Property and any areas of the Property that are necessary for the fulfilment of the Agent's duties and obligations under this Agreement (eg to arrange viewings) and that the Agent may make a copy(ies), which they may provide to necessary contractors, as the Agent sees fit in order to comply with this Agreement; each set in the Agent's control to be returned on termination of this Agreement.

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1.9 The Landlord confirms that it will provide its instructions to the Agent in writing in respect of all of the following:

- 1.9.1 Payment details;
- 1.9.2 Minimum rates of rent to be charged to tenants;
- 1.9.3 Major repairs;
- 1.9.4 Termination of tenancies;
- 1.9.5 Legal proceedings; and
- 1.9.6 All other significant instructions.

1.10 The Landlord acknowledges and agrees that the Agent may collect and retain certain personal information relating to the Landlord and/or its tenants in order to comply with this Agreement and the Landlord's or Agent's obligations under law.

2 DUTY OF CARE

2.1 The Agent agrees to exercise all reasonable skill and care in executing its duties under this Agreement so as not to cause the Landlord to breach any obligation it has or might have in law.

2.2 The Landlord confirms that it is aware of its obligations under law and confirms that the Agent has provided satisfactory assistance and support (whether verbally, by email or letter or in the form of information leaflets) in understanding the same, particularly in respect of:

- 2.2.1 The Landlord & Tenant Acts;
- 2.2.2 Furniture & Furnishings (Fire) (Safety) Regulations 1988;
- 2.2.3 General Product Safety Regulations 1994;
- 2.2.4 Gas Safety (Installation and Use) Regulations 1998;
- 2.2.5 Electrical Equipment (Safety) Regulations 1994;
- 2.2.6 Plugs & Sockets (Safety) Regulations 1994.

2.3 The Landlord agrees to indemnify the Agent for any penalties or expenses incurred by the Agent as a result of non-compliance by the Landlord in respect of its legal obligations relating to fire safety and appliance safety standards.

3 SERVICES

3.1 The Landlord acknowledges and accepts that the Agent may provide three types of service, each briefly summarised as follows:

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- 3.1.1 *Lettings Service* – where the Agent markets and sources tenants for the Property as well as any other connected activities to letting the Property, such as vetting tenants and attending viewings with prospective tenants (**Lettings Service**);
- 3.1.2 *Management Support Service* – where the Agent provides administrative and/or operational assistance to the Landlord in managing the day to day affairs for the Property, such as arranging cleaners or repairs (**Management Support Service**);
- 3.1.3 *Full Management Service* – so far as is permitted by law or this Agreement, the Agent takes unobstructed day to day control and responsibility for the letting and management of the Property (**Full Management Service**).

(the **Services**)

3.2 This Agreement confirms that the Landlord has requested, and the Agent agrees to provide, only the following Services:

3.2.1 Lettings Service

3.3 The detail of the Services obliged to be performed by the Agent (and allowed to be performed on the part of the Landlord subject to the terms of this Agreement) shall be outlined in **Schedule 1** to this Agreement, which may only be amended by the written agreement of the Parties specifying that the amendment is to be made in accordance with this Agreement and the aforementioned Schedule.

3.4 The Landlord shall only be liable to pay the Agent's fees in respect of the Lettings Service once all of the following have occurred:

3.4.1 The tenant(s) have taken occupation of the relevant dwelling; and

3.4.2 The Agent has delivered an invoice to the Landlord for its Services.

4 **TERM**

4.1 Subject to the Landlord's Cooling Off Period, the Agent shall commence provision of the Services on **[INSERT DATE]** and continue to do so unhindered by the Landlord (subject to the terms of this Agreement) for a minimum period of **[12 MONTHS]** (the **Minimum Term**).

4.2 Unless a renewal of this Agreement is agreed in writing for a further minimum period (duration to be agreed between the Parties) or this Agreement has been terminated in accordance with this Agreement then, following the Minimum Term, this Agreement shall continue on a rolling month to month basis, effective on the day after the last day of the Minimum Term.

5 **GENERAL CONDITIONS OF AGREEMENT**

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- 5.1 The Landlord agrees to provide the Property in a good condition ready to let, and that the Property and all fixtures and fittings conform to the current fire and safety legislation.
- 5.2 The Landlord agrees to supply the Agent in good time with any necessary key(s) or documentation for compliance with either the Landlord's legal obligations and/or the Agent's obligations under this Agreement.
- 5.3 The Landlord is solely responsible for ensuring the Property has adequate buildings, contents and other insurances as the case may be. Subject to the Duty of Care in **Clause 2**, the fact that the Agent might assist the Landlord with sourcing quotes and/or policies shall not absolve the Landlord of its sole and absolute duty in this regard.
- 5.4 The Landlord agrees to promptly inform the Agent of any ongoing maintenance problems.
- 5.5 The Landlord undertakes to reimburse the Agent for any claims arising from overpayment of any housing benefit (or similar scheme) paid to or on behalf of the tenant(s) as rent.

6 RENT AND OTHER FUNDS

- 6.1 The Landlord and Agent agree that the Agent may not receive rent from a tenant and that all such payments shall be paid directly to the Landlord.
- 6.2 The Landlord and Agent agree that the Agent shall not receive funds from the Landlord in respect of disbursements and that such payments shall be payable directly by the Landlord (eg for contractor's fees in respect of repairs); though this provision shall not prevent the Agent from recovering agreed expenses incurred by the Agent on behalf of the Landlord and reimbursed to the Agent following issue of a relevant invoice.
- 6.3 The Landlord irrevocably agrees that the Agent shall not be personally responsible for incurring any expense for carrying out maintenance, repairs or legal proceedings against tenants, until such time as the Landlord has placed the Agent in full funds for such aspects of the Services.

7 SECURITY DEPOSITS

- 7.1 The Landlord and Agent agree that the Agent shall not receive any security or dilapidations deposit from a tenant(s) and that it shall be the responsibility of the Landlord to protect the same in a regulated Deposit Protection Scheme.
- 7.2 Where the Landlord protects any Security Deposit, the Landlord agrees that it will promptly, on request from the Agent in writing, provide the Agent with satisfactory evidence of:
 - 7.2.1 The Landlord's current membership in a regulated Deposit Protection Scheme; and
 - 7.2.2 The Security Deposit having been properly protected.
- 7.3 The Landlord confirms that it has complied with and will comply with the Deposit Protection Scheme rules and relevant regulations.

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7.4 The Landlord agrees that it shall be liable for the costs of any dispute resolution service relating to a Security Deposit.

8 VAT

8.1 Value added tax (VAT) is included within all fees quoted by the Agent.

8.2 If a fee does not state that VAT is included, the Landlord may assume that VAT has been included within the fee quoted.

9 TERMINATION

9.1 This Agreement may be terminated by either of the Parties by giving at least **TWO MONTHS** written notice to the other, following which notice period this Agreement shall be terminated. However, if the Landlord seeks to terminate in advance of the Minimum Term, see **Clause 9.4** below.

9.2 The Landlord agrees to fully reimburse all reasonable expenses incurred by the Agent in performing the Services up to any termination date.

9.3 Either of the Parties may terminate this Agreement with immediate effect and without penalty if and only if the other has committed a gross breach of its duties under this Agreement.

9.4 **Compensation for Early Termination of Full Management Service:** Where the Services to this Agreement include the Full Management Service, the following provisions shall apply:

9.4.1 If the Landlord wrongfully terminates this Agreement prior to the expiration of the Minimum Term or earlier than any required notice period, the Landlord shall pay to the Agent within 28 days of a written demand (such as an invoice) from the Agent (or its legal representatives) compensation equal to the average monthly fees received by the Agent during the preceding **six months** multiplied by the number of remaining months of the Minimum Term or required notice period – neither of which is to be calculated as less than the minimum notice period specified at **Clause 9.1**; unless the termination falls within **Clause 9.3**, in which case no compensation shall be payable by the Landlord to the Agent.

9.5 If the Agent wrongfully terminates this Agreement prior to the expiration of the Minimum Term or earlier than any required notice period, the Agent shall pay to the Landlord within 28 days of a written demand from the Landlord (or its legal representatives) compensation equal to all fees received by the Agent during the TWO MONTHS immediately preceding the purported termination.

10 SPECIAL TERMS AND CONDITIONS

10.1 ~~[Exclusivity: the Landlord warrants that the Agent will be given responsibility for the Services to the exclusion of all others, including the Landlord, in return for the discounted rates agreed and outlined in **Schedule 1**];~~

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10.2 **[No exclusivity:** the Agent agrees that the Landlord may utilise the services of other contractors and/or agents in a manner that overlaps the duties and responsibilities set out in this Agreement, specifically the Services, and the Agent shall not consider any such overlap a breach of this Agreement requiring compensation];

10.3 **[Casual terms:** the Parties agree that the Landlord is not obliged to use the Agent's Services and the Agent is not obliged to provide the Services, but that where the Agent incurs time or expense in carrying out any part of the Services with the Landlord's consent, the Landlord shall compensate the Agent in accordance with any agreed fees or, if no such fee has been agreed, at a reasonable rate. Compensation payable is subject to any other relevant terms within **Schedule 1.**];

10.4 ~~**[Uplift and Rebate Scheme:** the Parties agree that the Uplift and Rebate Scheme outlined in **Schedule 2** shall apply in respect of the Full Management Service, whether the Full Management Service is subscribed to by the Landlord at the outset of this Agreement or subsequently].~~

10.5 ~~[None (except as provided for in **Schedule 1** to this Agreement).]~~

11 REGULATION

11.1 The Agent confirms that it is a member of The Property Ombudsman (www.tpos.co.uk) or an equivalent regulatory body and agrees to promptly make available to the Landlord evidence of the same if so requested.

12 GENERAL NOTICES

12.1 Any Notice or notification to be served by either of the Parties on the other shall be sufficiently served if in the form of a letter addressed to that Party and left at that Party's address (as described above) or sent by post in a letter addressed to that Party.

12.2 Where a Notice or notification is served by post, service shall be deemed to be made 2 days after the date on which it is sent.

13 LIMITATION OF LIABILITY

13.1 Subject to the Duty of Care outlined in **Clause 2**, the Landlord agrees that the Agent shall not be liable for:

13.1.1 Any damage caused by any tenant(s) or their licensee(s) at the Property;

13.1.2 Any negligent or defective workmanship caused by any contractors or sub-contractors engaged by either of the Parties to conduct works at the Property.

14 WHOLE AGREEMENT

14.1 The Parties agree that this Agreement (and any documents referred to within it) constitutes the entirety of the contractual relationship between the Parties, that this Agreement replaces any prior contractual terms relating to the Property, and that neither Party intends

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to and/or shall rely on any representations, statements or claims made by the other which are not so stated within the written terms of this Agreement.

15 SEVERABILITY

15.1 If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

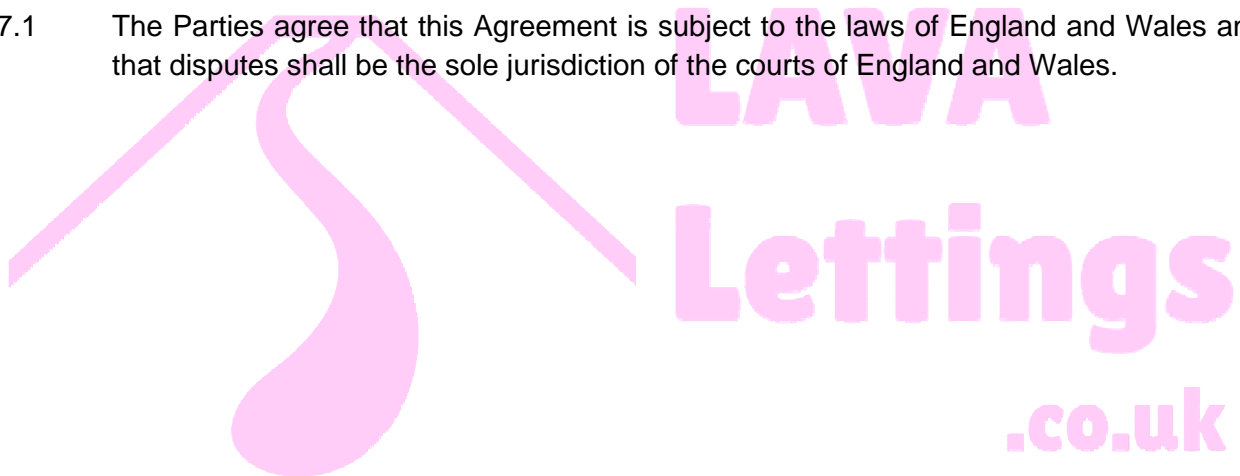
16 VARIATION

16.1 Neither of the Parties may alter this Agreement without the written consent of the other.

16.2 Unless otherwise stated in writing, all amendments are presumed to take effect [ONE MONTH] after the date on which the agreement to amend occurs.

17 JURISDICTION

17.1 The Parties agree that this Agreement is subject to the laws of England and Wales and that disputes shall be the sole jurisdiction of the courts of England and Wales.



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18 SIGNATORIES

LANDLORD'S SIGNATURE

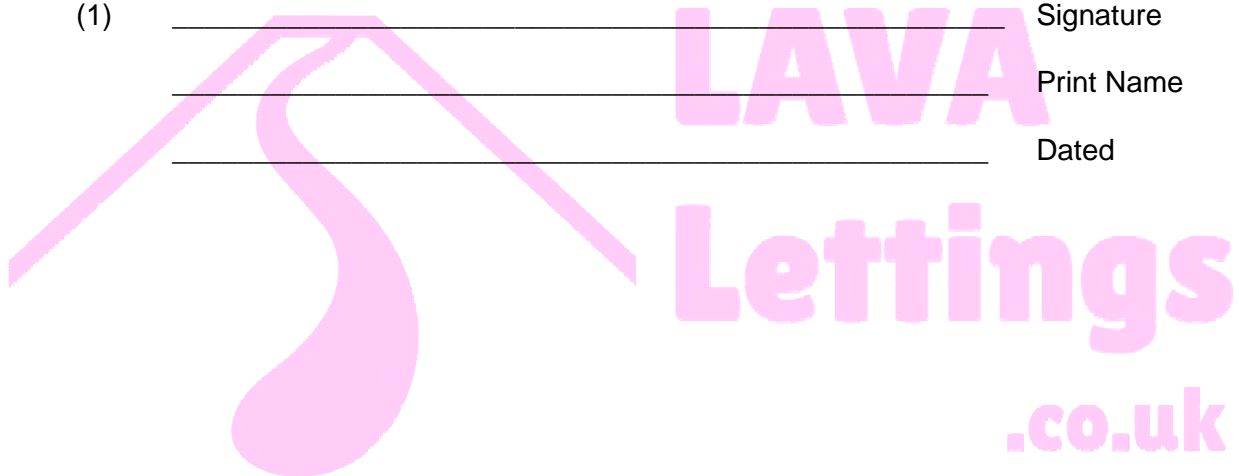
I, the aforementioned Landlord, have read this Agreement (including any Schedule(s)) in full and agree to its terms.

(1) _____ Signature
_____ Print Name
_____ Dated

AGENT'S SIGNATURE

I, the aforementioned Agent, have read this Agreement (including any Schedule(s)) in full and agree to its terms.

(1) _____ Signature
_____ Print Name
_____ Dated



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Schedule 1 – SERVICE PARTICULARS

The particulars of the Services to be included within this Agreement are as selected below:

LETTINGS SERVICE

Service Description	Selected (Y/N)	Fee (inclusive of VAT)	Comments / Special Terms
Tenant source / introduction only		£180.00	Includes drafting advertisements, photographs, and handling basic telephone and/or email queries plus basic remote vetting. Landlord to arrange own viewings (Agent to forward details); right to rent checks, contract drafting and signing; referencing; and deposit protection. Landlord may request Agent do some or all of these (except deposit protection) in line with the below fee structure.
Attending viewings (<i>where viewings not arranged by the Agent</i>)		£48.00 per viewing 45 minute slot (1 tenancy application per slot)	Landlord to arrange mutually agreeable dates and times for tenant and agent.
Tenancy application referencing and research (<i>where tenant not sourced by the Agent</i>)		£144.00 (per tenant)	Includes right to rent checks, telephone and emails to referees, queries to applicant, online research and summary report
Preparing contracts and arranging signatures (<i>where tenant not sourced by the Agent</i>)		£96.00 per tenancy application (+ £50.00 per guarantor)	Includes drafting of contracts, including any special terms, and arranging electronic document signatures and certificate
Deposit protection (<i>where tenant not sourced by the Agent</i>)		£12.00	Includes forwarding evidence of successful deposit protection
Check in including inventory preparation and completion (<i>where tenant not sourced by the Agent</i>)		£144.00 per 1 hour slot (1 slot per tenancy)	Requires advance receipt of keys from Landlord and includes signed copies by return for each party.
OR Tenant Finder Package (includes all of the above where tenant sourced by the Agent)		£540.00 per individual tenancy applicant (extra £60.00 for a couple)	Includes: <ul style="list-style-type: none"> • Tenant sourcing • Arranging and attending viewings (unlimited until tenant secured) • Processing tenancy applications including right to rent checks, referencing and research

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			<ul style="list-style-type: none"> • Preparing contracts and arranging signatures (including guarantors) • Deposit protection (1 per tenancy) • Check in and inventory
AND Tenancy Renewals and contract amendments (whether tenant sourced by the Agent or not)		No charge during first year (12 continuous calendar months) – <i>unless tenant not sourced by the Agent, in which case £50.00; or £50.00</i> during subsequent years (13th continuous month onwards)	Includes updated contracts and arranging of signatures (extra £50.00 if additional guarantor contracts required).

MANAGEMENT SUPPORT SERVICE

Service Description	Selected (Y/N)	Fee (inclusive of VAT)	Comments / Special Terms
Arranging and attending annual inspections for central heating and/or gas appliances		£96.00 each inspection (+ disbursements for contractors)	Includes obtaining quotes, attendance at inspections, and communicating outcomes to Landlord and tenants, and displaying results at the Property (on request).
Sourcing quotations for third party services / contractors		£60.00 per quote or 12% of invoice price (whichever is lower)	Applies to contractors, utility suppliers, cleaning services etc.
Securing and managing third party contractor relationships (eg locksmiths, cleaning services, painter decorators, insurers etc) post quotations		£15.00 per unit of 15 minutes (+ disbursements for contractors)	Includes management of contractor relationships and arranging payment of invoices. Fee to be negotiated based on hours of work needed, number of staff needed, property size and areas to be covered.
Rent collection		12% of rent collected	Includes telephone and email reminders to tenants and (where appropriate and agreed) formal letters of demand to overdue tenants.

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			Payment schedules are only provided for tenancies in which the agent receives all rents from the outset of their tenancy.
Call out (eg for access to rooms)		No charge (unless call out required out of hours, in which case £48.00 per 45 minutes applies)	Available between 8am – 10pm (additional multiplier at 2x rate for emergency call-outs requiring attendance within one hour of call).
Replacement keys (and coding)		£30.00 per key	None
Letter forwarding		£12.00 per visit to the Property (no more than once per week)	Includes keeping a record of forwarding addresses for former tenant(s) who have provided a forwarding address, forwarding correspondence on to former tenants, or returning correspondence to senders where forwarding address unknown.
Complaints handling (including investigation and written response)		£60.00 per hour (+ disbursements, such as ADR fees)	Includes managing complaints within any applicable / agreed SLA (fees not chargeable where agent negligently handles outside of SLA), and drafting written responses, etc. Fees do not apply where complaint is about the agent and not the landlord or its Property. Excludes independent regulator / dispute resolution service fees.
* Legal proceedings (eg eviction services)		Various (TBC)	Can include: <ul style="list-style-type: none"> • Drafting and serving statutory notices (eg Section 21 and/or Section 8) • Drafting possession order applications • Instructing legal advocates or Counsel to attend hearings Drafting warrant for possession applications
Miscellaneous		Various (TBC)	Includes any particular service not covered above, to be negotiated at the time.

FULL MANAGEMENT SERVICE

Service Description	Selected (Y/N)	Fee (inclusive of VAT)	Comments / Special Terms
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<p>FULL Lettings Service FULL Management Support Support Service</p>		<p>12% of ALL RENTS received (replaces rent collection figure)</p>	<p>A single charge covering all aspects as listed above. This fee assumes the Agent will receive all rent payments for the Property from all tenants, irrespective of whether sourced by the Agent.</p> <p>This service will be invoiced monthly (or quarterly, as agreed between the Parties) with corresponding management accounts prepared for reference.</p> <p>Service may include representation at County Court (in the presence of the Landlord). Cost of initiating Court proceedings (ie the Court fee) is to be shared equally between Landlord and Agent where the tenant was sourced by the Agent. All other legal fees are to be recorded separately as disbursements (eg High Court and/or Counsel's fees) and deducted as a management expense.</p>
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Items are priced for the duration of the Minimum Term, following which prices may be revised by the Agent and notified to the Landlord in advance. Where items are not priced or listed above (eg because the Landlord has not selected them), the Landlord may later request the item be included and an agreed fee between the Parties be included at the time of that request. If an item not priced or listed above is performed by the Agent with the Landlord's express or implied consent but without such agreement of a fee being in place, then the Landlord shall pay to the Agent a reasonable market rate for such a service (provided the service falls within the terms of this Agreement).

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Schedule 2 – UPLIFT AND REBATE SCHEME

~~The particulars of the Uplift and Rebate Scheme (the **Scheme**) to this Agreement are as follows:~~

~~The Parties have agreed that the **Benchmark Annual Yield** applicable to the Property for the purposes of the Scheme is: [£ XX,XXX.00] per annum.~~

~~[See attached diagram]~~

