

These Terms and Conditions apply to secure the letting of a residential property and the collection of rent during the tenancy. The Terms and Conditions must be read together with the Agent so please read them carefully.

The Agent (>> “**Agent**”) is appointed to secure the letting of a residential property and to collect the rent during the tenancy on the basis of the Owner’s contract with the Agent so please read them carefully the Appointment Form.

1. Definitions

“**Agency Period**”

the period between the start of the Agency Period and the Rent Collection

“**Appointment Form**”

the form to be completed and signed by the Owner in order to appoint the Agent as

“**Commission**”

the Letting Commission (or as the Renewal Commission) and the Rent Commission, which is to be paid monthly in accordance with the provisions below regarding the Agency contract;

“**Common Parts**”

the shared areas of the building in which the Property forms part and which the Owner has no right of access;

“**FFHH Act**”

the Federal Human Habitation) Act 2018;

“**HHSRS Regulations**”

the Health and Safety Rating System Regulations 2005 or (if the Property is in the Health and Safety Rating System 2006);

“**Introduction Period**”

the period starting on the date this contract is entered into and ending when a tenancy is entered into in relation to the Property;

“**Letting Commission**”

the Commission exclusive of VAT (<< >>% plus VAT) of the Rent Commission on the Property for the first year of the tenancy agreement (or, if the tenancy is for a fixed term of less than a year, << >>% plus VAT) (<< >>% plus VAT) of the Rent Commission of the tenancy agreement);

on>>]

“**Owner**”

the Person who owns the Property;

“**Property**”

the Property identified in the Appointment Form.

“Redress Schemes Order” means the Redress Schemes for Lettings Agency Work (Requirement to Be a Member of a Redress Scheme) Order 2014;

“Renewal Commission” means the commission payable by the tenant of the Property for the year commencing on the date of the tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, inclusive of VAT (<< >>% plus VAT) the Rent due for the whole term of the tenancy agreement);

“Rent” means the rent payable by the tenant of the Property under the tenancy agreement;

“Rent Collection Commission” means the commission payable by the tenant of the Property for the first year of the tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, << >>% plus VAT) the Rent due for the whole term of the tenancy agreement);

“Rent Collection Period” means the period commencing when a tenancy agreement is signed and ending when this document is signed;

“Security Deposit” means the sum of money received from a tenant in respect of the tenant’s obligations under the tenancy agreement;

1.1 Any reference in these Terms to “writing”, or cognate expressions, includes a reference to communication effected by e-mail, telex, cable, facsimile transmission or any other means of electronic communication;

1.2 Any reference in these Terms to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended.

1.3 The headings in this document are for convenience only and shall not affect its interpretation.

2. Appointment of Agent

2.1 The Owner appoints the Agent to act on behalf of the Owner in relation to the Property by carrying out the duties referred to in clause 3.

2.2 Unless otherwise stated in the Terms, the Owner shall not during the Agency Period appoint any other person as the Owner’s agent for the purposes mentioned in clause 3.

3. **The Agent's**

- 3.1 The Agent shall provide the Property for letting on an assured shorthold tenancy for a period of 12 months commencing on the date of completion of the sale of the Property.
- 3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property including a written description [, video footage] and photographs. If the particulars have been approved by the Owner, the Agent shall print and display its printed advertising materials and add them to its website and shall also erect a 'To Let' board outside the Property unless the Owner directs otherwise.
- 3.3 The Agent shall, on request, provide the Owner with advice on the Property's rental value.
- 3.4 The Agent shall, on request, provide the Owner with a copy of the Property's Energy Performance Certificate (EPC).
- 3.4.1 The Agent shall, on request, and at the Owner's cost, arrange for an EPC to be prepared for the Property.
- 3.4.2 The Agent shall ensure that every prospective tenant is provided with a copy of the EPC for the Property.
- 3.5 The Agent shall not market the Property unless a valid EPC is available for the Property.
- 3.5.1 The EPC must have an energy efficiency rating between A-E (inclusive); or
- 3.5.2 The EPC must have been registered on the National PRS and remains in force.
- 3.6 The Agent shall, on request, provide the Owner with a copy of the Property's Gas Safety Certificate.
- 3.6.1 The Agent shall, on request, and at the Owner's cost, arrange for gas and electrical safety checks to be carried out before a tenancy commences. The checks shall include:
- (a) the Agent's obligations in the Gas Safety (Installation and Use) Regulations 1998; and
 - (b) the Agent's obligations in the Equipment (Safety) Regulations 1994 (for equipment purchased before 08 December 2016) and the Equipment (Safety) Regulations 2016 (for appliances purchased on or after 08 December 2016); and
 - (c) the Agent's obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
- 3.6.2 The Agent shall ensure that every prospective tenant is provided with copies of the latest gas and electrical testing reports for fixed electrical wiring before they occupy the Property; and
- 3.6.3 The Agent shall ensure that every prospective tenant is provided with copies of the Agent's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as set out in the Agent's Terms and Conditions (Rent Collection Service) as set out in the Agent's Terms and Conditions (Rent Collection Service).
- 3.6.4 The Agent shall ensure that every prospective tenant is provided with copies of the fire door information if required by the Fire Safety (England) Regulations 2022 before they occupy the Property; and
- 3.7 If it appears to the Agent that there are or may be at the Property any of the "hazardous substances" referred to in the Hazardous Substances Regulations the Agent shall either:

S

3.7.1 The Owner shall identify the hazards and the steps that need to be taken;

3.7.2 The Owner shall seek advice from a suitably qualified

3.8 The Owner shall, by the Owner and at the Owner's cost, arrange for works to be carried out on the Property:

3.8.1 The Owner shall identify the hazards specified in HHSRS Regulations;

3.8.2 The Owner shall comply with any order issued by the local authority under the

3.9 If it appears 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 Owner shall:

3.9.1 The Owner shall ensure the state of the Property and/or Common Parts is maintained so as to need to be taken to put and keep the Property in a state that is fit for human habitation as required by the Act; or

3.9.2 The Owner shall seek advice from a suitably qualified

3.10 The Owner shall, by the Owner and at the Owner's cost, arrange for works to be carried out on the Property and/or Common Parts (once all necessary consents and approvals from any third party have been obtained):

3.10.1 The Owner shall keep the Property and/or Common Parts in a state of repair so as to be fit for human habitation in accordance with the FFHH Act;

3.10.2 The Owner shall respond to any notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;

3.10.3 The Owner shall respond to any claims or proceedings issued by the tenant under the tenancy;

3.10.4 The Owner shall comply with an order issued by the courts under the FFHH Act;

3.11 The Owner shall, by the Owner and at the Owner's cost:

3.11.1 The Owner shall ensure the installation of any smoke and carbon monoxide alarms in the Property in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended by The Smoke and Carbon Monoxide Alarm (England) Regulations 2022); and

3.11.2 The Owner shall ensure that any alarm is in proper working order on the day a new tenancy begins;

3.12 The Owner shall, by the Owner and at the Owner's cost:

3.12.1 The Owner shall ensure that a fire risk assessment to be carried out by a suitably qualified person and for all recommendations to be complied with;

3.12.2 The Owner shall ensure that fire doors and closers at the Property are in good working order on the day a new tenancy begins and at regular intervals in accordance with the Fire Safety (England) Regulations 2022; and

3.12.3 The Owner shall ensure that fire doors or closers (if required) are repaired or replaced as practicable following an inspection or report from

A

M

P

L

E

- 3.13 The Agent shall respond to all enquiries and inquiries from potential tenants, arrange and escort viewings and be informed of the outcome of all enquiries and viewings.
- 3.14 The Agent shall obtain information from potential tenants which will enable the Owner to assess the suitability of the tenant (and any guarantors) and to make references on any tenant who has indicated a firm commitment to a tenancy agreement and shall forward the references to the Owner.
- 3.15 The Agent shall ensure that sections 20–37 of the Immigration Act 2014 are complied with in the area in which the Property is situated, accept liability for the requirements of sections 20–37 of the Immigration Act 2014 and shall in particular:
- 3.15.1 ensure that the Agent and from any intended adult occupier obtain the necessary information and documentation required in order to conduct the necessary checks on them;
 - 3.15.2 ensure that the Agent conducts "right to rent" checks in accordance with all relevant Home Office guidance;
 - 3.15.3 ensure that the Agent forwards those checks to the Owner as soon as possible;
 - 3.15.4 ensure that the Agent does not discriminate against any proposed tenants in conducting "right to rent" checks.
- 3.16 The Agent shall sign a holding deposit agreement if a holding deposit is to be collected and shall 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.
- 3.17 The Agent shall, by the Owner and at the Owner's cost, arrange for:
- 3.17.1 a professional inventory of the property [(to include a photographic schedule of the contents of the property) to be prepared by an independent inventory clerk;
 - 3.17.2 to conduct a "check-in" with the tenant whereby the contents of the property are confirmed by the tenant; and
 - 3.17.3 to conduct a "check-out" with the tenant whereby the contents of the Property are checked against the inventory and a report [(including a photographic schedule of the contents) is prepared for the Owner.
- 3.18 The Agent shall prepare an assured shorthold tenancy agreement for the tenant and shall obtain the Owner's approval of the draft agreement.
- 3.19 The Agent shall sign the tenancy agreement and complete the tenancy on behalf of the Owner if the Owner instructs the Agent to do so. The Agent shall forward the tenancy agreement to the Owner and tenant.
- 3.20 The Agent shall ensure that the tenant to occupy the Property until the tenant has:
- 3.20.1 signed the tenancy agreement;
 - 3.20.2 provided the Owner with the required funds the first month's rent;

- 3.20. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit equivalent to [five weeks' rent]¹; and
- 3.20. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit equivalent to [five weeks' rent]¹; and
- 3.21 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.22 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.23 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.24 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.25 If rent is not paid by the due date, the Agent shall notify the Owner of any issues raised by the tenant or by the property.
- 3.26 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.27 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.28 The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.28. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.28. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.28. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.29 Having received the Commission from the Owner the Agent shall retain the Commission for the period specified in the relevant provisions of the Housing Act 2004.
- 3.30 If the Agent is not to pay the Commission the Agent shall notify the Owner of any issues raised by the tenant or by the property.
- 3.31 If:
- 3.31. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.
- 3.31. The Agent shall ensure the Tenant has paid or agreed to pay the Owner the relevant funds a Security Deposit in accordance with the relevant provisions of the Housing Act 2004.

¹ In respect of properties with an annual rent of £50,000 or less, the Tenant Fees Act 2019 requires landlords to take deposits for tenancies of up to 12 months. The Tenant Fees Act 2019 also requires landlords to take deposits for tenancies of up to 12 months. The Tenant Fees Act 2019 also requires landlords to take deposits for tenancies of up to 12 months.

S

A

M

P

L

E

the Agency shall provide the Owner a proportionate part of the Letting Commission (which may be the Renewal Commission) within << >> days of the completion of the Property.

3.32 The Agency shall ensure a member of staff available to the Owner at all reasonable hours and on reasonable notice for the purposes of consultation and advice in relation to the Property.

3.33 The Agency shall maintain in force during the Agency Period all licences and permits which are necessary or advisable for the proper operation of the Property under these Terms and Conditions.

3.34 The Agency shall exercise due care and diligence and in accordance with the requirements of the Property.

3.35 The Agency shall ensure the suitability of tenants, timely payments, or the proper management of the tenancy and is not liable to the Owner in respect of any disputes between the Owner and tenant during the tenancy period.

3.36 The Agency shall not be aware of any personal interest in the Property or in the management of the Estate Agents Act 1979.

3.37 Subject to the Terms and Conditions and to any directions which may be given from time to time properly give, the Agent shall be entitled to exercise its powers under these Terms and Conditions in such manner as it may think fit.

4. The Owner's Obligations

4.1 The Owner(s) shall be the owner(s) of the Property and are entitled to let the Property on a long leasehold tenancy. In particular the Owner confirms that:

4.1.1 The Property is derived from a freeholder or superior landlord under the lease;

4.1.2 The Property is not subject to the Owner's mortgagee; and

4.1.3 The Property is not subject to the Owner's insurers

has obtained all necessary consents to be obtained before any tenancy agreement is entered into.

4.2 The Owner(s) shall have a valid insurance policy in place for the Property.

4.3 The Owner(s) shall provide the Agent with two sets of keys to the Property and shall make further copies of the keys as necessary.

4.4 The Owner(s) shall ensure all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

4.5 The Owner(s) shall comply with their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:

4.5.1 The Owner(s) shall ensure a tenancy commences either:

(a) with a copy of the report from the last annual gas safety check carried out by a Gas Safe registered engineer (less than 12 months old); or

(b) with a copy of the report from the last annual gas safety check carried out by an engineer to carry out the remedial work (at the cost of the Owner).

S

4.5.2 The Agent shall ensure that the expiry of the previous annual safety check does not prevent the Property from being occupied (i.e. is to remain in occupation after the expiry date),

and shall present with a copy of the next annual safety check to the Agent or a Gas Safe registered engineer; or

and shall present to arrange for an engineer to carry out the necessary remedial work (at the cost of the Owner) before

A

4.6 The Agent shall ensure that the Agent complies with their duties as a landlord under the Electrical Equipment 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,

4.6.1 The Agent shall ensure that all electrical equipment provided by the Agent complies with the Regulations; and

4.6.2 The Agent shall provide the Agent with a certificate from an electrician or a government-approved organisation (such as the Electrical Safety Inspection Scheme) of the electrical installations and appliances at the Property.

M

4.7 The Agent shall ensure that the Agent complies with their duties as a landlord under The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular,

4.7.1 The Agent shall arrange, or instruct the Agent to arrange for a qualified person to inspect and test every fixed electrical appliance at intervals of no more than 5 years;

4.7.2 The Agent shall provide the Agent with the report from a qualified and competent person;

4.7.3 The Owner shall supply, or instruct the Agent to supply, the report to each tenant within 28 days, and if the Property is managed by a local housing authority, within 7 days of request;

4.7.4 The Owner shall keep a copy of the report and give it to the Agent at the next inspection;

4.7.5 The Owner shall supply, or instruct the Agent to supply a copy of the report to the Agent;

P

before occupation; and

and shall provide the report to each tenant within 28 days of a request from the tenant;

4.7.6 If the Agent requires further investigation or remedial work, the Owner shall instruct the Agent to carry out (at the cost of the Owner) the investigation or any remedial work which must be carried out by a qualified and competent person within 28 days of the Agent's request; and

4.7.7 The Agent shall provide to the Agent written confirmation of completion of any investigation or remedial work along with the report to the Agent and also to the local housing authority within 28 days of the work being carried out.

L

4.8 The Agent shall ensure that the Agent complies with their responsibilities under the Regulatory Reform

E

(Fire
arran
recon
Own

4.9

The C
unles
shall
for an

4.10

If the
ensur
Exen

4.11

The C
landl
comp

4.12

The
introc
steps
with a

4.13

The C
by th
shall
issue
the c

4.14

The
Carbo
Smok
partic

4.14.

4.14.

4.14.

4.14.

4.15

The
which
cond

S

A

M

P

L

E

amended. The Owner may instruct the Agent to
ment to be carried out, and to arrange for the
essment to be complied with at the cost of the

the Agent will be unable to market the Property
nance Certificate (EPC) is available. The Owner
with a valid EPC or instruct the Agent to arrange
the Property (at the cost of the Owner).

gy efficiency rating of F or G the Owner shall
on has been registered on the National PRS
ains in force.

statutory repairing obligations placed on residential
Landlord and Tenant Act 1985. The Owner shall

e Housing Health and Safety Rating System
g Act 2004. The Owner shall take reasonable
the Property and shall comply in a timely manner
d by the local authority.

statutory obligations placed on residential landlords
shall comply with these obligations. The Owner
anner with any notice, complaint or proceedings
wner will also comply with any orders issued by
t.

ir duties as a landlord under The Smoke and
(England) Regulations 2015 as amended by The
de Alarm (Amendment) Regulations 2022. In

a tenancy begins either:

ng to the Agent that all necessary smoke and
de alarms have been installed at the property; or
ent to arrange for the necessary alarms to be
cost of the Owner).

h alarm is in proper working order on the day a
egins; or

ent to conduct such a check (at the cost of the

out any repairs or replacement of the alarms as
acticable following a report from the tenant.

out any remedial action specified in a remedial
Property served under The Smoke and Carbon
(England) Regulations 2015 as amended by The
onoxide Alarm (Amendment) Regulations 2022.

they are responsible for obtaining any licences
fore letting the Property and complying with any
times.

4.16 The [REDACTED] Agent in accordance with these Terms and Conditions [REDACTED]

4.16.

4.16.

4.17 If in [REDACTED] held by the Agent are insufficient to pay the Com [REDACTED] pay the shortfall to the Agent on demand.

4.18 The Commission that is overdue by <<insert grace period>> at the rate of << e.g. 2>> per cent above the base rate of Bank of England Bank plc from the due date until the date of payment.

4.19 The [Landlord] shall be responsible for obligations under the [Tenant Fees Act 2019] (England) or the [Tenant Fees (Wales) Act 2019] (Wales) as Landlord and will

4.20 The [REDACTED] at they are legally responsible for the Property meet [REDACTED] ents.

4.21 The **Owner** will give all instructions to the Agent in writing.

4.22 The Agent if the Owner is or becomes a non-UK resident at the Agent may be required to deal with rent in accordance with the Resident Landlords Scheme operated by HM Revenue and Customs.

4.23 Subject to the provisions of these Terms and Conditions, the Agent shall indemnify the Agent against any liability (including but not limited to legal fees and expenses which the Agent may reasonably incur in connection with the proceedings) which it may incur by reason only of it being the Agent.

5. Duration and Termination of the Agency Contract

5.1 The **Power of Attorney** and the Agent shall come into force on the date of execution of this Agreement Form and shall continue until terminated, subject to the provisions.

5.2 During the Term, either party may terminate the contract by giving [REDACTED] more than <<insert notice period, e.g. "1">> weeks written notice. [REDACTED] may terminate the contract at any time after the end of the first <<e.g. "8 weeks">> week Period.

5.3 Upon the termination of the contract between the Agent and the Owner during the term of the contract, the Agent shall be entitled to receive the following:

5.3.1 [REDACTED] to promote, market, advertise or solicit tenants

5.3.2 [REDACTED] shall be payable if a tenancy is granted to a [REDACTED] Agent (but shall not be payable otherwise);

5.3.3 [REDACTED] Continuation of Tenancy) shall continue to apply
d to a tenant introduced by the Agent (but shall

5.3.4 [REDACTED] no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid

- 5.4 During the term of the contract either party may terminate the contract by giving written notice to the other party of not less than <<insert notice period, e.g. "1">> months or any time after the end of the first <<e.g. "3 months">> month of the tenancy agreement.
- 5.5 Upon termination of the contract between the Agent and the Owner during the term of the contract:
- 5.5.1 The Agent shall cease to collect rent for the Property;
- 5.5.2 The Commission shall cease to be payable;
- 5.5.3 The Commission shall become payable in full (with credit being given for any instalments paid prior to termination);
- 5.5.4 The Continuation of Tenancy) will continue to apply;
- 5.5.5 The Agent shall have no claim against the Owner for compensation for loss of goodwill or any similar loss (except unpaid rent).
- 5.6 The termination of the contract given by this clause 5 shall not prejudice either party in respect of the breach concerned (if any).
- 5.7 If at any time after the termination of the contract the Agent is acquired in Section 840 of the Income and Corporation Taxes Act 1988 (or any provision of that Act) by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the time of the acquisition, the Agent shall forthwith give written notice to the person or group of connected persons and the Owner of the acquisition, giving not less than << >> months written notice to the Agent after the notice from the Agent was given, to terminate the contract.
6. **Renewal or Continuation of Tenancy**
- 6.1 The Agent and the Owner and the tenant before the end of the term of the original tenancy shall meet to establish whether the parties wish to extend the tenancy, whether by entering into a new tenancy agreement or otherwise, and the Agent shall facilitate any negotiations.
- 6.2 If the parties agree to extend the tenancy after the expiry of the original tenancy agreement:
- 6.2.1 The Commission shall become payable in place of the Letting Commission;
- 6.2.2 The Commission shall (if the contract has not been terminated in accordance with clause 5) remain payable.
- 6.3 The Commission shall be payable:
- 6.3.1 From the date of the expiry of the original tenancy agreement and for two years after that date; and
- 6.3.2 If the tenant (or one of the original joint tenants) remains in occupation of the property.
7. **Complaints**
- 7.1 In accordance with the Complaints Schemes Order the Agent is a member of a scheme for the resolution of complaints.

F

- 12

S

A

M

P

L

E

have
post
was
been
inform

>> day after the envelope containing it was so
velope containing any such notice or information
paid, registered and posted, and that it has not
er, shall be sufficient evidence that the notice or
en.

10.3

Any
comp
given
as pr
10.4

t by e-mail, telex, cable, facsimile transmission or
communication shall be deemed to have been duly
sion, provided that a confirming copy of it is sent
to the other party at the address given in clause
mission.

10.4

Servi
conc
caus
or to
from

for the purposes of any legal proceedings
the contract shall be effected by either party by
ne other party at its registered or principal office,
may be notified to it by the other party in writing

11.

Anti-Money

is

The Agent
satisfactory
be prohibite
accordance

identify and verify the identity of the Owner. If
er cannot be provided or verified, the Agent may
the Owner's agent and performing its duties in
ement.

12.

Data Protec

12.1

The
held
Data
(and
Com

personal data will be collected, processed, and
provisions of EU Regulation 2016/679 General
"the UK GDPR"); the Data Protection Act 2018
ereunder); and the Privacy and Electronic
2003 as amended.

12.2

For o
perso
data
and
pleas
OR [

ne Agent collects, processes, stores, and retains
not limited to, the purpose(s) for which personal
or bases for using it, details of the Owner's rights
and personal data sharing (where applicable),
Privacy Notice [available from <<insert location>>]

13.

VAT

These Term
of VAT and
agreed betw
from the dat
notified the C

pointment Form detail the Agent's fees inclusive
rate of VAT is changed by the government, it is
Owner will be liable to pay the new rate of VAT
chargeable regardless of whether the Agent has

14.

Relationshi

Nothing in t
partnership o
Agent.

tions shall create, or be deemed to create, a
employer and employee between the Owner and the

15.

Jurisdiction

These Term
accordance
the non-excl

be governed and construed in all respects in
d and Wales, and each party hereby submits to
nglish and Welsh courts.

S

A

[ANNEX – Agent's

M

P

L

E