

Attewell Hardwicke & Leahy

The Letting Specialists

Terms of Business

Contents

Part A is the instruction form you complete, sign and return. Part B sets out the full terms and conditions that govern our appointment. Read both before signing.

PART A — INSTRUCTION FORM

- A1 Landlord Details
- A2 Property Details
- A3 Service Selection & Fees
- A4 Schedule of Additional Charges
- A5 Safety & Compliance Checklist
- A6 Declarations

PART B — TERMS AND CONDITIONS

- 1 Definitions
- 2 Our Authority and Appointment
- 3 Service Descriptions
- 4 Agency Basis
- 5 Fees, VAT and Payment
- 6 Termination
- 7 Landlord's Obligations and Warranties
- 8 Marketing and Viewings
- 9 Inventory
- 10 Right to Rent
- 11 Tenancy Agreements
- 11A Pet Requests
- 11B Non-Discrimination and Rental Bidding
- 12 Tenancy Deposits
- 13 Client Money and Remittance
- 14 Maintenance and Repairs
- 15 Rent Arrears and Possession
- 16 Vacant Property
- 17 Non-Resident Landlords
- 18 Conflict of Interest and Referral Fees
- 19 Tax and the Landlord's Financial Affairs
- 20 Liability and Indemnity
- 21 Data Protection
- 22 Complaints
- 23 Variation of Terms
- 24 Governing Law and Jurisdiction
- 25 General
- 26 Sale of the Property
- 27 Execution

Part A — Instruction Form

To be completed, signed and dated by all owners of the Property. Please tell us as much as you can; anything left blank we will follow up before marketing. This form, once signed, together with Part B, forms a legally binding contract.

A1 Landlord Details

☐ Privately owned (one or two individuals) ☐ Owned by a limited company

If company owned

Company Name	
Company Number	
Registered Office	
Authorised Signatory (Director)	

Landlord 1

First Name	
Surname	
Email Address	
Mobile / Telephone	
Alternative Contact	
Home Address & Postcode	

☐ UK resident for tax purposes — Yes ☐ No (complete Non-Resident Landlord section, Clause 17)

Landlord 2 (if applicable)

First Name	
Surname	
Email Address	
Mobile / Telephone	
Alternative Contact	
Home Address & Postcode	

☐ UK resident for tax purposes — Yes ☐ No (complete Non-Resident Landlord section, Clause 17)

Bank Details for Rent Remittance

> *For your protection and to meet anti-money-laundering rules, we remit only to an account in the Landlord's own name.*

Account Name	
Bank / Building Society	
Sort Code	
Account Number	
Payment split between joint owners (%)	

A2 Property Details

Full Property Address (inc. postcode)			
Number of Bedrooms		**Number of Bathrooms**	
Reception Rooms		**Council Tax Band**	
Leasehold? (Y/N — freeholder)			
Preferred Available / Start Date			

Furnishing status:

☐ Furnished ☐ Part furnished ☐ Unfurnished

White goods provided (fridge / freezer / washer / oven / hob, etc.)	
Heating type (gas / electric / oil)	
Electricity Supplier	
Gas Supplier (if any)	
Water Supplier	
Broadband Provider (if any)	
Internal Stopcock Location	
External stopcock / meter locations & notes	

Alarms, Access & Keys

Smoke alarms — number & locations	
Carbon monoxide alarms — number & locations	
Managing agent (if leasehold)	
Communal door / gate codes	
Allocated parking / permit zone	
Number of permits / fobs	
Bin store code (if any)	
Burglar alarm? (Y/N — code)	
Sets & types of keys handed to Agent (e.g. 2x front door, 1x window, 1x fob)	

Insurance & Home Cover – If you have your own Rent and Legal Protection, please let us know here.

Landlord insurer & policy no.	
Renewal date	
Boiler / home-care cover (Y/N)	
Provider & policy no.	

Anything else we should know? (gardener in place, rights of way, lease restrictions, quirks of the heating, etc.)

Notes	

Ownership & AML documents required before marketing

- Photo ID for every owner (passport or driving licence)
- Proof of address dated within the last 3 months (utility bill, bank statement or council tax)
- Proof of ownership — Land Registry title, recent mortgage statement, or title deeds

A3 Service Selection & Fees

Tick the service level you require and enter the agreed fee. The fee is confirmed in writing for this instruction. All percentage fees shown below are exclusive of VAT, which is charged in addition at the prevailing rate (currently 20%).

Fully Managed Service – 10% plus VAT

Introduction Service – 6% plus VAT of the first 12 months' rent

Service — tick one	Fee	Basis
☐ Let Only		% of the first year's rent, plus VAT
☐ Fully Managed		% + VAT of rent received
☐ Rent & Legal Protection (optional)		3% + VAT of rent

Your adviser will complete the agreed fee above before signing.

What Each Service Includes

Let Only. A one-off letting service ending when the tenant takes occupation. Includes rental appraisal and advice on presentation; marketing on Rightmove and our website; accompanied viewings; full referencing (credit, income, previous-landlord and identity) on every adult occupier; Right to Rent checks; preparation and signing of a Renters' Rights Act-compliant tenancy agreement; collection of the first month's rent and the deposit; protection of the deposit in a Government-authorised scheme; and key release. Once the tenancy begins, all management, rent collection, maintenance and compliance become the Landlord's responsibility.

Fully Managed. Everything in Let Only, plus full ongoing management: monthly rent collection and statements; arrears chasing; periodic inspections with written reports; co-ordination of repairs and a 24/7 emergency line; handling of pet requests within the statutory window; deposit administration and dispute handling; and utility / council notifications at the start and end of each tenancy. The management fee is charged on rent received.

Rent & Legal Protection (optional). Insurance-backed cover that continues paying the rent if the tenant falls into arrears and meets the legal costs of regaining possession, subject to the policy terms, limits and excess. Can be added alongside either service level; the Agent will arrange the cover and can introduce a provider on request.

A4 Schedule of Additional Charges

These are the only supplementary charges that may apply. We will not levy any charge not listed here without your prior written agreement, and we never charge both you and the tenant for the same item. Amounts are + VAT unless stated.

Service / Charge	Amount	When payable
New tenancy set-up, referencing & Right to Rent	£250 + VAT	In advance, on instruction
Re-let fee (new tenant in an existing managed property)	£150 + VAT	From first month's rent of the new tenancy
Independent inventory, check-in & check-out (one fee) 1 Bedroom 2 Bedroom 3 Bedroom 4 Bedroom 5 + Bedrooms by agreement	 £290 + VAT £330 + VAT £385 + VAT £425 + VAT	At move-in
Energy Performance Certificate (EPC)	Quoted on instruction	Before marketing / on expiry
Gas Safety Record (CP12)	Quoted on instruction	Annually / on expiry
Electrical Installation Condition Report (EICR)	Quoted on instruction	Every 5 years / on expiry
Legionella risk assessment	Quoted on instruction	Before tenancy / as required
Smoke / CO alarm supply & fit	Cost + fitting	As required for compliance
Section 13 notice (rent increase)	£95 + VAT	On service
Section 8 notice (possession) — included under full management. Fee applies to Let Only landlords.	£195 + VAT	On service
Deposit dispute administration – included under full management. Fee applies to Let Only landlords.	£250 + VAT	If referred to scheme adjudication
Non-Resident Landlord quarterly tax administration	£75+VAT	Quarterly, where NRLS applies
Court attendance / work outside service scope	£150+VAT	As incurred
Abortive costs (withdrawal after referencing has begun)	By agreement + third-party costs	On withdrawal
Sale of the Property to an introduced tenant	1% + VAT of the sale price	On completion of sale
Management Takeover fee from another agent	£250+VAT	On signature of the new tenancy agreement.
Obtaining Land Registry for proof of ownership if unable to be provided by landlord	£10+VAT	On service
Vacant property check fee	£25+VAT	On service
Additional property inspection	£30+VAT	On service
Management Handover to alternative agent or landlord	£400+VAT	Payable upon tendering termination.
National Landlord Database Registration Collation of information and certificates included in Management fee. Introduction Landlords Collation of information for database Booking outstanding certificates per certificate	 £95 + VAT £30 + VAT	 Upon Instruction Upon Instruction

> *Tenancy renewal fees no longer apply. From 1 May 2026 tenancies are open-ended and periodic, so there is no fixed term to "renew" — the tenancy simply continues until ended lawfully. We have therefore removed the old renewal charge.*

A5 Safety & Compliance Checklist

We cannot begin marketing or release keys until every mandatory certificate is confirmed current and a copy provided. Please indicate the position for each item.

Energy Performance Certificate (EPC)

Required before marketing. Minimum rating E (MEES). Valid 10 years.

☐ Valid EPC provided ☐ Agent to arrange ☐ MEES exemption registered

Gas Safety Record (CP12)

Annual inspection by a Gas Safe engineer; in place before move-in.

☐ Current record provided ☐ No gas supply (all-electric) ☐ Agent to arrange ☐ Landlord to provide before move-in

Electrical Installation Condition Report (EICR)

5-yearly inspection by a qualified electrician; mandatory since April 2020.

☐ Current EICR provided (expiry ____) ☐ Agent to arrange ☐ Landlord to provide before move-in

Smoke & Carbon Monoxide Alarms

Smoke alarm on every storey; CO alarm in every room with a fixed combustion appliance; all under 10 years old and tested at the start of the tenancy.

☐ All fitted, under 10 years, tested & compliant ☐ Agent to arrange fitting / replacement ☐ Landlord to arrange before move-in

Furniture, Furnishings & White Goods

Upholstered items must meet the Furniture and Furnishings (Fire)(Safety) Regulations 1988; any white goods must be safe and working.

☐ Unfurnished — no Landlord-supplied goods ☐ Furnished — items compliant & working ☐ Non-compliant items to be removed / replaced

A6 Declarations

By signing this Agreement the Landlord(s) confirm that each statement below is true and accurate to the best of their knowledge, and that they have read and understood Part B.

Anti-Money Laundering

The Landlord is the legal owner of the Property, the letting income is legitimate, and the Landlord consents to identity checks under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. The Agent may suspend marketing until satisfactory documents are provided.

Ownership & Authority

The Landlord is the sole legal owner, or all co-owners have authorised and will co-sign this instruction. Where signing under a power of attorney or as a trustee or director, evidence of authority will be provided on request. The Landlord has obtained, or will obtain before marketing, all necessary consents to let from any mortgage lender, freeholder/superior landlord, and buildings insurer.

Conflict of Interest

To the best of the Landlord's knowledge there is no personal relationship between any owner of the Property and any director, employee or associate of Attewell, Hardwicke & Leahy Ltd, except as disclosed here (required by section 21 of the Estate Agents Act 1979):

Details (if applicable)	

Data Protection

The Landlord consents to the Agent processing their personal data to administer this Agreement and provide the services, in line with the UK GDPR, the Data Protection Act 2018 and the Agent's Privacy Notice. The Landlord understands their details may be shared with prospective and current tenants, referencing agencies, deposit schemes and contractors as necessary to perform the services.

Compliance Confirmation

To the best of the Landlord's knowledge the Property complies with all legal requirements for residential letting in England, including those in Clause 7 of Part B. The Landlord understands that maintaining compliance throughout the tenancy is their legal responsibility.

Renters' Rights Act 2025 Acknowledgement

The Landlord acknowledges that the principal tenancy-reform provisions of the Renters' Rights Act 2025 took effect on 1 May 2026, that the Agent will use reasonable endeavours to advise on relevant changes, and that the Landlord remains responsible for their own legal compliance and is advised to take independent legal advice.

Part B — Terms and Conditions

These Terms govern the relationship between Attewell, Hardwicke & Leahy Ltd (the Agent) and the Landlord named in Part A. By signing Part A you agree to be bound by these Terms, which must be read together with Part A.

> *Not legal advice. This is a binding contract. We recommend you read it in full and, if in any doubt, take independent legal advice before signing.*

1. Definitions

Unless the context requires otherwise, terms used throughout these Terms have the meanings set out below. References to statutes include amendments and re-enactments; the singular includes the plural and vice versa; headings are for convenience only.

Agent — Attewell, Hardwicke & Leahy Ltd, a company registered in England and Wales (No. 11839157), registered office Unit 4, 19 The Quadrant, Marshalswick, St Albans, Hertfordshire AL4 9RB.

Landlord — the person(s) named as landlord in Part A and, where jointly owned, each of them jointly and severally.

Property / Tenant — the residential property described in Part A, and any person(s) to whom it is let under a tenancy arranged by the Agent.

Tenancy / Assured Periodic Tenancy — an assured periodic tenancy under the Housing Act 1988 as amended by the Renters' Rights Act 2025. From 1 May 2026 no new fixed-term assured tenancy may be granted; existing ASTs converted to assured periodic tenancies by operation of law.

RRA 2025 / TFA 2019 — the Renters' Rights Act 2025 (principal reforms effective 1 May 2026) and the Tenant Fees Act 2019.

Security Deposit / Holding Deposit — capped at five weeks' rent (rent below £50,000 p.a.) or six weeks' (£50,000–£100,000); Holding Deposit capped at one week's rent — both under the TFA 2019.

Section 13 notice — the prescribed notice of a proposed rent increase under section 13 of the Housing Act 1988 (as amended by the RRA 2025), formerly "Form 4A".

EPC / CP12 / EICR / MEES — Energy Performance Certificate; Gas Safety Record; Electrical Installation Condition Report; Minimum Energy Efficiency Standards (minimum EPC rating E for privately rented homes in England).

NRLS / TDP Scheme / CMP Scheme / Redress Scheme — the Non-Resident Landlord Scheme (HMRC); a Government-authorised tenancy deposit protection scheme; the Agent's Government-approved Client Money Protection scheme; the Property Redress Scheme, of which the Agent is a member.

Agent of Necessity — the Agent's authority to incur expenditure without prior approval in a genuine emergency where the Landlord cannot be reached and failure to act would cause material damage or endanger safety.

Agency Period / VAT / Working Day — the period of instruction, continuing until terminated under Clause 6; Value Added Tax at the prevailing rate (currently 20%); any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Our Authority and Appointment

2.1 The Landlord appoints the Agent as letting agent for the Property on these Terms, and the Agent agrees to perform the services for the selected service level in Part A.

2.2 The Landlord authorises the Agent to: (a) market the Property and carry out accompanied viewings; (b) conduct referencing and Right to Rent checks on all adult occupiers; (c) negotiate the tenancy agreement, and sign it as the Landlord's agent and on the Landlord's behalf; (d) collect the rent and the deposit; and (e) carry out any further acts authorised by the selected service level or agreed in writing.

2.3 The Agent acts as the Landlord's agent and owes the Landlord a duty of reasonable skill and care. The Agent does not act as principal in any transaction.

2.4 The Agent is a member of the Property Redress Scheme (membership no. PRS015139) and of a Government-approved Client Money Protection scheme (membership no. A6221) and complies with the relevant codes of practice. Scheme certificates are available on request.

2.5 The Agent provides the Landlord with a copy of this Agreement and a fair opportunity to read it before signing. The Landlord keeps a copy once signed.

2.6 Where the Landlord instructs the Agent on a portfolio, a single Letter of Authority may be agreed in writing in place of separate instruction forms.

3. Service Descriptions

3.1 The Agent offers two service levels, selected in Part A. Any change of level is agreed in writing and subject to Clause 23.

Let Only

3.2 A one-off letting service ending when the Tenant takes occupation. The Agent will: (a) appraise the rent and advise on presentation; (b) market the Property on Rightmove and the Agent's website; (c) carry out accompanied viewings; (d) reference every adult occupier (credit, income, previous landlord and identity) and complete Right to Rent checks; (e) agree the tenancy at the advertised rent (higher offers are prohibited under section 56 of the RRA 2025); (f) prepare and complete an assured periodic tenancy agreement; (g) collect the first month's rent (no more than one month in advance) and the deposit; (h) protect the deposit in a Government-authorised scheme; and (i) release the keys.

3.3 The Let Only fee is non-refundable once the tenancy has begun, even if the Tenant later leaves early, provided the Agent has performed correctly. All ongoing management, rent collection, maintenance, Right to Rent renewals and compliance then become the Landlord's responsibility. As tenancies are now periodic, no renewal fee is payable on the continuation of a tenancy.

Fully Managed

3.4 Includes everything in Let Only and, in addition: (a) monthly rent collection and statements; (b) arrears chasing under Clause 15; (c) periodic inspections with written reports; (d) co-ordination of repairs; (e) service of possession notices under Schedule 2 to the Housing Act 1988 (as amended) where instructed; (f) handling of pet requests within the statutory window; and (g) council and utility notifications at the start and end of each tenancy. Check-out reports and contested possession work are charged as set out in Part A.

3.5 The Fully Managed fee is charged on rent received, not rent merely due. Rent & Legal Protection is available as an optional add-on with any service level, charged at 3% + VAT of rent, providing cover for rent arrears and the legal costs of regaining possession subject to the policy terms, limits and excess. The Agent will arrange the cover and can introduce a provider on request.

4. Agency Basis

4.1 The Agent acts on a sole agency basis. During the Agency Period the Landlord will not instruct another agent to market or let the Property, nor market it directly, without the Agent's prior written consent.

4.2 The Landlord will pay the Agent's fee if, during the Agency Period or within three (3) months after it ends (the "tail period"), a tenancy is entered into with a Tenant introduced by the Agent, or with whom the Agent negotiated, during the Agency Period. Instructing another agent during or just after the Agency Period could give rise to liability to pay more than one agent.

4.3 No fee is payable under this Clause where the Property is sold to a landlord who keeps the existing Tenant, except under the separate sale arrangement in Clause 26.

5. Fees, VAT and Payment

5.1 Fees are as stated in Part A. Amounts are exclusive of VAT unless marked otherwise; VAT is added at the prevailing rate. If the VAT rate changes, fees adjust accordingly.

5.2 The Fully Managed fee is a percentage of rent received from the Tenant. The Let Only fee is a percentage of the agreed annual rent, deducted from the first month's rent; if the agreed rent differs from the asking rent, the fee adjusts proportionally.

5.3 Wherever possible the Agent deducts fees from rent collected before remitting the balance. Where insufficient funds are held, fees are invoiced and payable within 14 days.

5.4 Interest on overdue sums accrues from the due date at 4% per year above the Bank of England base rate, under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable.

5.5 The charges in Part A are the only supplementary fees that may apply. No charge will be levied without the Landlord's prior written agreement, and the Agent will not charge both the Landlord and the Tenant for the same item. Optional services require the Landlord's active opt-in.

6. Termination

6.1 This agreement has an initial minimum term of 12 months from the date the first tenancy begins.

6.2 Either party may end this agreement by giving three months' written notice by email or post. Notice may be given during the minimum term, but cannot take effect before the end of the 12 month minimum period.

6.3 On termination the Agent will: (a) confirm the termination date and any sums owed or due; (b) hand over copies of the tenancy documents, inventory and safety certificates; (c) transfer keys, access codes and property documents; (d) provide a final statement; and (e) pay over any reserve held, after deducting outstanding fees or authorised costs.

6.4 Where the Property is tenanted, the Agent will notify the Tenant of the change, obtain authority to transfer the deposit to the Landlord or incoming agent, and notify the TDP Scheme of the change of custodian.

6.5 If the Landlord withdraws after referencing has begun but before a tenancy starts, the Landlord will pay the Agent's reasonable abortive costs as agreed in Part A, plus any third-party costs actually incurred (referencing, advertising, photography). A written breakdown is provided on request.

6.6 The 14-day right to cancel in Clause 27 is separate from, and unaffected by, the contractual notice in this Clause, which applies once the cancellation period has expired.

7. Landlord's Obligations and Warranties

7.1 The Landlord warrants that each of the following is and will remain true throughout this Agreement:

- Ownership & authority — the Landlord is the sole legal owner, or all co-owners have authorised this instruction and agree to be bound jointly and severally, and has authority to enter into this Agreement in any other capacity (trustee, attorney, director).
- Consents — the Landlord has, or will obtain before marketing, all necessary consents to let from any mortgage lender, freeholder or superior landlord, and other interested party, and will comply with their conditions.
- Planning & HMO — the Property has all necessary permissions for use as a private let; any required HMO licence will be obtained and maintained; the Landlord will check whether selective licensing applies locally.
- EPC — a valid EPC rated at least E (or the current MEES minimum).
- Gas safety — where there is a gas supply, a current Gas Safety Record is provided before the Tenant moves in and renewed annually. Failure to provide it before occupation is a criminal offence, may prejudice possession, and may invalidate insurance. Section 21 was abolished from 1 May 2026.
- Electrical safety — a current EICR (within the last 5 years) is provided, and any Category 1 or 2 remedial work is completed before the Tenant moves in and within 28 days of the inspection.

- Alarms — a working smoke alarm on every storey used as living accommodation, and a working carbon monoxide alarm in every room with a fixed combustion appliance; tested at the start of each tenancy. Non-compliance carries a civil penalty of up to £5,000.
- Legionella — a risk assessment of the water system is advisable.
- Furniture — all upholstered furniture meets the Furniture and Furnishings (Fire)(Safety) Regulations 1988; non-compliant items removed before the tenancy.
- Fitness for habitation — the Property is and will be kept fit for human habitation under the Homes (Fitness for Human Habitation) Act 2018 and free of serious hazards under the HHSRS.
- Insurance & disclosure — suitable landlord insurance is maintained, and all material information a prospective tenant would reasonably want to know has been disclosed, consistent with the Consumer Protection from Unfair Trading Regulations 2008.
- Renters' Rights Act 2025 — the Landlord acknowledges that, from 1 May 2026: existing ASTs became assured periodic tenancies and no fixed term may be granted; Section 21 is abolished; rent may be increased only once in any 12 months, by Section 13 notice on at least two months' notice, and any rent-review or escalator clause is ineffective; no more than one month's rent may be taken in advance, and only after the tenancy is signed; applicants must not be refused or treated less favourably for receiving benefits or having children; the advertised rent is a binding cap and rental bidding is prohibited; and tenants have a statutory right to request a pet, which may not be unreasonably refused. The Landlord will co-operate with later RRA 2025 measures as they commence, including the PRS Database and the Landlord Ombudsman.

7.2 The Landlord will indemnify the Agent against all claims, costs and liabilities arising from any breach of these warranties, any failure to meet a statutory requirement, or any tenant or third-party claim arising from the Landlord's act or default rather than the Agent's negligence.

8. Marketing and Viewings

8.1 The Agent will market the Property on Rightmove and its own website, and by other appropriate means. Any additional paid marketing is agreed in advance.

8.2 The Agent will present the Property accurately and fairly. The Landlord warrants that information provided for marketing is accurate and not misleading.

8.3 The Agent will carry out accompanied viewings at agreed times and the Landlord will give reasonable access for viewings, photography and inspections.

8.4 Any rental figure given by the Agent is market guidance only and not a formal valuation. The Agent reports on viewing activity and may recommend changes to strategy or asking rent.

9. Inventory

9.1 An independent inventory and schedule of condition is strongly recommended for every letting. Without one, the Landlord may be unable to support deductions from the deposit, as scheme adjudicators rarely award deductions without independent evidence of the opening condition.

9.2 Where the Landlord opts in (charge in Part A), the Agent arranges an independent clerk to prepare the inventory before move-in and provides a copy.

10. Right to Rent

10.1 The Agent will carry out Right to Rent checks on all adult occupiers before the tenancy begins, under the Immigration Act 2014 and current Home Office guidance, and keep records.

10.2 The Landlord remains responsible for follow-up checks during the tenancy (for example on expiry of a time-limited right) and for any new adult occupier added later, and will tell the Agent promptly of any change so further checks can be made. The Landlord indemnifies the Agent against penalties arising from the Landlord's failure to do so.

11. Tenancy Agreements

11.1 The Agent will prepare an assured periodic tenancy agreement compliant with the Housing Act 1988 (as amended by the RRA 2025), and — under the authority given in Clause 2.2(c) — will sign that tenancy agreement as agent for, and on behalf of, the Landlord. Any clause purporting to create a fixed term, minimum term, or rent in advance beyond one rental period is unenforceable. The Agent will serve all legally required documents (the EPC, the Gas Safety Record and the EICR) at or before the start of the tenancy.

11.2 The Agent will not request or accept rent before the tenancy agreement is signed, and thereafter no more than one calendar month's rent in advance. Any clause requiring rent quarterly or otherwise ahead of the rental period is unenforceable.

11.3 The Agent will not charge tenants any fee prohibited by the TFA 2019. Permitted tenant payments are limited to rent, the capped Security Deposit, the capped Holding Deposit, and permitted default or variation charges.

11.4 Rent increases (statutory route only). The only lawful way to raise the rent is a Section 13 notice, taking effect no more than once in any 12-month period, on at least two months' notice, at open-market rent. The Tenant may refer a proposed increase to the First-tier Tribunal. Any rent-review or escalator clause is ineffective and will not be relied upon.

11.5 Tenant's notice. A Tenant may end the tenancy on at least two months' written notice expiring at the end of a rental period. The Agent will tell the Landlord promptly on receipt of such notice.

11.6 Possession by the Landlord. Where instructed, and subject to the service level, the Agent will prepare and serve a Section 8 notice on one or more Schedule 2 grounds (chargeable under Part A). The Landlord is advised that Grounds 1 and 1A (landlord/family move-in or sale) cannot be used in the first 12 months and need at least four months' notice; that Ground 8 (serious arrears) now requires three months' unpaid rent and at least four weeks' notice; and that re-letting restrictions apply after possession on Grounds 1 or 1A. The Agent cannot guarantee the outcome of any possession claim.

11A. Pet Requests

11A.1 Section 35 RRA 2025 implies a term into every assured periodic tenancy giving the Tenant the right to keep a pet with the Landlord's consent, which may not be unreasonably refused. Any blanket no-pets clause is ineffective.

11A.2 On a written pet request the Agent (under Fully Managed) will notify the Landlord and co-ordinate a response within the statutory window — 28 days of the request, or 7 days from receipt of any further information reasonably requested. Missing the deadline may mean consent is treated as given. Refusal must be on reasonable grounds (for example unsuitability of the Property, a superior landlord's prohibition, or unmanageable risk of damage).

11A.3 The Landlord may not require the Tenant to take out pet-damage insurance, or reimburse the Landlord for the cost of such insurance, and may not charge pet rent, a pet deposit, or any pet fee outside the TFA 2019 — an earlier draft of the RRA 2025 would have permitted this, but that provision was removed before the Act was passed, and requiring it now would be a breach of the TFA 2019. Any damage caused by a pet may still be recovered through the Security Deposit at the end of the tenancy, or through the Landlord's own insurance if it covers pet damage; the Agent can advise on options.

11B. Non-Discrimination and Rental Bidding

11B.1 It is unlawful under the RRA 2025 to refuse, or treat less favourably, an application for a tenancy because the applicant or a member of their household receives benefits or has children. The Agent will not act on any instruction that would breach this, and the Landlord indemnifies the Agent against any resulting penalty (up to £7,000 per breach).

11B.2 Separately, both parties will comply with the Equality Act 2010 and will not discriminate against any applicant or tenant because of a protected characteristic — race, sex, disability, gender reassignment, pregnancy or

maternity, religion or belief, sexual orientation, age, or marriage or civil-partnership status. Reasonable adjustments will be made for disabled applicants and tenants where the law requires.

11B.3 The Agent will advertise a single asking rent agreed with the Landlord in writing. Neither party may invite, encourage or accept an offer above it. A breach attracts a civil penalty of up to £7,000.

12. Tenancy Deposits

12.1 The Agent will protect the Security Deposit in a Government-authorised TDP Scheme and serve the prescribed information within 30 days of receipt, under the Housing Act 2004 (as amended). The deposit is held on trust, belongs to the Tenant, and may not be used as security for the Agent's fees. It is capped at five weeks' rent (annual rent below £50,000) or six weeks' rent (£50,000–£100,000).

12.2 At the end of the tenancy, if deductions cannot be agreed within ten Working Days, the matter is referred to the scheme's dispute service, with which both parties will co-operate. A dispute-administration charge of £250 + VAT applies for Let Only lets (Part A); dispute handling is included under Fully Managed.

12.3 A Holding Deposit (up to one week's rent) is held as client money and returned within 15 days unless the applicant withdraws, fails a Right to Rent check, gives materially false information, or fails to enter the tenancy by the agreed deadline. If the Landlord withdraws, the Holding Deposit is returned to the applicant in full.

13. Client Money and Remittance

13.1 The Agent is a member of a Government-approved Client Money Protection scheme (membership no. A6221), as required by the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019. The certificate is available on request.

13.2 All client money (rent, deposits and other sums received for the Landlord) is held in a dedicated client account at an FCA-authorised bank, separate from the Agent's own funds, and is not used for the Agent's purposes.

13.3 The Agent remits only to a UK account in the Landlord's own name. Payment to a third-party account will not be made without the Landlord's explicit written authority. The Agent will re-verify any change of bank details with the Landlord directly and will not act on an emailed change alone.

13.4 The Agent deducts agreed fees, authorised charges and third-party costs from client money, remits the balance monthly by BACS with a statement, and provides invoices and receipts on request.

14. Maintenance and Repairs

14.1 This Clause applies under Fully Managed only; maintenance is the Landlord's responsibility under Let Only.

14.2 Standing minor-works authority. The Landlord authorises the Agent to instruct minor repairs up to a net cost of £150 per incident without further approval, where reasonably necessary to meet the Landlord's repairing or compliance duties, prevent further damage, or maintain the Tenant's reasonable enjoyment. Above £150 net, the Agent obtains the Landlord's prior approval except in an emergency. The Agent applies no mark-up to contractor invoices.

14.3 Emergencies. In a genuine emergency (such as a burst pipe, gas leak, or anything posing an immediate risk to safety or the Property), the Agent may act as Agent of Necessity without prior approval, up to £1,000 per incident, and will account to the Landlord as soon as practicable. The Landlord reimburses such costs and indemnifies the Agent for associated liabilities.

14.4 Contractors. The Agent uses vetted contractors holding appropriate insurance and accreditations (e.g. Gas Safe, NICEIC) at net invoice value with no mark-up. The Landlord may nominate their own contractor by providing, in advance, proof of public liability insurance (at least £2,000,000), relevant accreditations and contact details; the Agent will then arrange the works with them. If a nominated contractor does not engage or complete works within a reasonable time given the urgency and any statutory deadline, the Agent may instruct its own contractor and the Landlord is liable for the cost.

14.5 Compliance renewals. Under Fully Managed the Agent will arrange and renew statutory certificates (Gas Safety Record, EICR, EPC, Legionella assessment, alarm checks, and any licensing renewals notified to it) at net cost, with advance reminders. If the Landlord prefers to arrange a particular certificate, they must provide a valid in-date certificate (with evidence of any remedial works) at least 10 days before expiry, failing which the Agent may arrange it and charge the cost. The Agent is not liable for an independent contractor's default where it took reasonable care in selection.

14.6 Hazard response (Awaab's Law). The Landlord acknowledges that the Renters' Rights Act 2025 extends Awaab's Law to the private rented sector, requiring landlords to investigate and remedy reported serious hazards — including damp and mould — within prescribed timescales as they come into force. The Landlord will fund and authorise prompt remedial action on any such hazard the Agent reports, within the statutory timescale, and remains responsible for compliance whether or not the Property is managed by the Agent.

15. Rent Arrears and Possession

15.1 Under Fully Managed, when rent falls into arrears the Agent will promptly remind the Tenant in writing, attempt contact by phone and email, notify the Landlord, and advise on options including a formal demand, a Section 8 notice, and possession proceedings. Preparing and serving a Section 8 notice carries the additional charge shown in Part A (Schedule of Additional Charges), payable whether or not possession is subsequently obtained.

15.2 The Agent's fee continues on rent received and the Agent is not responsible for the Tenant's non-payment. The Agent does not conduct litigation or give legal advice; where proceedings are needed the Landlord is referred to a specialist solicitor, and legal costs are the Landlord's. Court attendance is charged as in Part A.

15.3 Where possession is obtained, the Agent will help re-market the Property; a re-let fee applies on the start of a new tenancy.

16. Vacant Property

16.1 The Agent is not responsible for the condition, security, maintenance or insurance of the Property during any void, unless the Landlord engages a vacant-property service (Part A). During a void, the Landlord should notify their insurer (many policies limit cover after 30–60 days unoccupied) and arrange regular inspections.

17. Non-Resident Landlords

17.1 A Landlord whose usual home is outside the UK (broadly, more than six months a year abroad) is a non-resident landlord. Where the Agent collects rent for such a Landlord and HMRC has not approved gross payment, the Agent must by law deduct basic-rate tax from rent before remitting, pay it to HMRC quarterly, file quarterly returns, and provide an annual certificate.

17.2 The Landlord may apply to HMRC (Form NRL1) to receive rent gross; if approved and HMRC notifies the Agent, rent is remitted without deduction. The Landlord must provide the approval promptly and tell the Agent at once of any change in residence status. As HMRC may pursue the Agent for unpaid tax, the Landlord indemnifies the Agent against liability arising from non-disclosure. A quarterly administration charge may apply (Part A)

18. Conflict of Interest and Referral Fees

18.1 The Agent will disclose any actual or potential conflict in writing at the earliest opportunity, as required by section 21 of the Estate Agents Act 1979. Where the Agent or a connected party has a personal interest (for example as a prospective tenant), the Agent will disclose it and obtain the Landlord's informed consent before proceeding.

18.2 The Agent may receive referral fees or commissions from third parties (such as referencing agencies, insurers or contractors). All such arrangements are disclosed, and their nature and value are available on request. The Agent applies no mark-up to contractor invoices, and the Landlord's right to use their own contractor is preserved.

19. Tax and the Landlord's Financial Affairs

19.1 The Agent does not give tax, accountancy or financial advice. Statements provided are management records, not formal accounts or tax calculations. The Landlord is responsible for their own tax affairs (rental income is generally taxable and UK landlords declare it through Self Assessment) and is advised to engage a qualified accountant. The Agent accepts no liability for the Landlord's tax position.

20. Liability and Indemnity

20.1 Nothing in this Agreement limits the Agent's liability for death or personal injury caused by its negligence, for fraud, or for anything that cannot be limited by law.

20.2 Subject to that, the Agent is not liable for indirect or consequential loss, including loss of rent from a Tenant's default, and its total liability is limited to the fees paid by the Landlord in the 12 months before the event giving rise to the claim.

20.3 The Agent is not responsible for: an independent contractor's default where it took reasonable care in selection; a Tenant's non-payment, damage or default where the Agent acted correctly; a vacant Property it was not engaged to manage; or any rental figure given as guidance. The Landlord indemnifies the Agent against losses arising from the Landlord's breach, any statutory non-compliance, emergency works under Clause 14.3, or a tenant/third-party claim arising from the Landlord's default. The Landlord is advised to keep adequate insurance.

21. Data Protection

21.1 Each party complies with the UK GDPR and the Data Protection Act 2018. The Agent is data controller for the Landlord's and the Tenant's personal data processed under this Agreement, and has notified the Information Commissioner's Office. The Agent processes the Landlord's data to provide the services, meet AML and NRLS duties, and improve its services, relying on performance of this contract and its legitimate interests.

21.2 The Agent shares the Landlord's data only as needed to provide the services (with tenants, referencing agencies, deposit schemes, contractors and advisers), as required by law, or with consent, under appropriate data-processing terms, and does not transfer it outside the UK without adequate safeguards. The Landlord has rights of access, rectification, erasure (where applicable), restriction and portability; requests should be made in writing. Concerns may be raised with the ICO at ico.org.uk.

22. Complaints

22.1 Please raise any complaint in writing to the director responsible for complaints at the Agent's registered office, or by email to info@attewellhardwickeandleahy.co.uk. The Agent will acknowledge within 3 Working Days and send a full written response within 21 Working Days.

22.2 If you remain dissatisfied you may ask for the matter to be reviewed by a director not previously involved, who will respond within 15 Working Days with the Agent's final view. Together, our internal process will not exceed 8 weeks from your original written complaint, in line with the requirements of our redress scheme. You may then refer the complaint to the Property Redress Scheme (membership no. PRS015139) within the time it allows (currently 12 months of the final view, or 8 weeks from your complaint if we have not responded). The Agent will not make payment of any outstanding fee a condition of that referral. The PRS is at Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire WD6 1JH — 0333 321 9418 — info@theprs.co.uk.

23. Variation of Terms

23.1 Any variation must be agreed in writing by both parties. The Agent may propose variations to reflect changes in law or regulation, on reasonable written notice; if the Landlord does not object within 30 days, the variation takes effect, and if the Landlord objects the parties will negotiate in good faith. The Landlord remains responsible for their own compliance and is advised to take independent legal advice.

24. Governing Law and Jurisdiction

24.1 This Agreement and any dispute arising from it (including non-contractual disputes) are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction. The parties will first attempt to resolve any dispute in good faith, and the Redress Scheme is available as an alternative to court where the matter falls within its remit.

25. General

25.1 The Agent is registered for VAT (number available on request and shown on VAT invoices). These Terms together with Part A are the entire agreement between the parties and supersede earlier representations. If any provision is held invalid, the rest continues in force. The Agreement may be signed in counterparts, and electronic signatures and agreements concluded online or by email are binding.

26. Sale of the Property

26.1 If, during or after the tenancy, the Landlord agrees to sell the Property to a Tenant introduced by the Agent (or to a buyer who became aware that the Property was for sale through the Agent's introduction of that Tenant), a sale commission of 1% + VAT of the agreed sale price is payable to the Agent on completion. This applies whether or not the buyer completes through another agent. No commission is payable where the Property is sold to a landlord who keeps the existing Tenant.

27. Execution

This Agreement is entered into on the date(s) signed below. Where there are joint landlords, all must sign.

> *Your right to cancel. If this Agreement is signed away from our office — at your home or workplace, or online or by email — you have a legal right to cancel within 14 calendar days of signing, without giving a reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To cancel, simply tell us in a clear written statement (a letter or email to the details on the cover of this document) within that 14-day period. If you asked us to begin marketing or other services during the 14 days and then cancel, you will owe the reasonable costs we have actually incurred up to the point of cancellation, to the extent you agreed those costs in advance.*

Landlord 1

Full name (print)	
Date	
Signature	

Landlord 2 (if applicable)

Full name (print)	
Date	
Signature	

> *Electronic signature. The parties agree this Agreement may be signed electronically (typed or drawn, or via a recognised e-signing platform) with the same effect as a handwritten signature under the Electronic Communications Act 2000 and retained UK eIDAS rules. An audit record (email, IP address and timestamp) may be kept as evidence of signing.*

Attewell, Hardwicke & Leahy Ltd · Unit 4, 19 The Quadrant, Marshalswick, St Albans, Hertfordshire AL4 9RB · Company No. 11839157

Member of the Property Redress Scheme (PRS015139) and a Government-approved Client Money Protection scheme (A6221).

This document is a legally binding contract; landlords are advised to take independent legal advice before signing.