



Terms of Business Relating to

SAMPLE

Initials: _____

Terms of Business (“ the Agreement”)

This Agreement contains the Terms and Conditions of Business agreed between the client (“the Landlord” or “ the Client” “ you” or “ your ”) and Cheffins (“ Cheffins” ” or “ the Agent” “ us” or “we”) of Clifton House 1-2 Clifton Road Cambridge Cambridgeshire CB1 7EA. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement and sets out the full details of each Service, the rights, and obligations of both parties in the Agreement; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement the word “ Applicant” or “ Tenant” means any person applying to rent the property (“Property”) or subsequently taking a Tenancy of it. The word “Property” means the Property address shown below.

Parties to the Agreement

This Agreement is made between:

And

and relates to the Property known as:

(“ the Property”)

Contact Address of the Landlord (if different)

Telephone Home:

Mobile:

Telephone Business:

Email Address:

Type of Management Service:

Let Only Service

☐

Let and Rent Collection Service

☐

Full Management Service

☐

HMO Management Service

☐

Platinum Service

☐

Refer to Schedule 1 for fees relating to the above services

Initial Rent: _____

Initials: _____

The Conditions of the Agreement

Introduction

Cheffins is a Lettings and Management Company who are specialists in providing a professional service to landlords and tenants.

Fees and expenses are shown in the attached Schedule 1 Commission Fees and Charges.

Sole Agency

By appointing us, you agree that we shall have sole agency to market the Property for a period of two weeks

("the Initial Period"). The sole agency can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If you do not terminate the sole agency, it will continue until we receive your written instructions. During the period of sole agency, you are responsible for paying our Commission at the rate of 60% of the first month's rent including VAT (or £600 including VAT whichever is higher) when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of:

a.	a viewing conducted by us.
b.	sight of any marketing or advertising material produced by us or by our instructions.
c.	by way of an introduction from an existing occupier for which we have previously charged a commission; or
d.	through the work of yourself or any other agent where this occurs during our period of sole agency.
e.	through the work of yourself where this occurs during our period of multiple agencies.

In the following circumstances the Landlord will be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
- Where the Landlord instructs another agent during or after the Initial Period of the Sole Agency.

The Agent will also be entitled to commission and fees in each of the following circumstances:

- If a Tenancy Agreement for the letting of the Property is exchanged during our Sole Agency even if the tenant was not found by us but by another agent or by any other person, including yourself.
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.

A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements / window displays / internet exposure / applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

Initials: _____

Legislation Affecting Tenancies

The legislation is shown below under Assured Periodic Tenancies ("APT") and Common Law Tenancies ("Non HA tenancies"). Common Law tenancies have existed for years and continue in the same format.

Assured Periodic Tenancies

From May 1 2026 the Renters Rights Act 2025 becomes law and amends the conditions contained in the Housing Act 1988 which has governed Assured Shorthold Tenancies ("ASTs") since January 15 1989. The new Tenancy introduced by the Renters Rights Act 2025 is an Assured Periodic Tenancy ("APT"). All current ASTs will become an APT.

Tenancy Agreements used by Cheffins are compliant with new legislation. Landlords who are not using the Management Service must ensure the Property is compliant with new legislation and current laws relating to safety and repairs at the Property affecting tenants.

The requirement to include details of safety issues and repairs in Tenancy Agreements or the written statements of terms and the Government leaflet which must be served on current tenants before May 31 2026. If the following conditions apply the tenancy will be an APT:

1. The Tenant is an individual or group of individuals.
2. The Property is the main home of at least one of the persons forming the Tenant.
3. The rent is not more than £100,000 per year or less.
4. The rent is more than £250 per year outside Greater London and £1000 per year inside Greater London.
5. The Landlord is not a resident landlord meaning he resides in part of the property permanently.
6. It is the Tenant's main home.
7. The Tenant is not a company or other organisation.

From May 1 2026 an APT cannot be for a fixed term. All APT tenancies become periodic from the above date meaning they roll on from month to month until either party ends the Agreement regardless of any fixed term being effective prior to May 1 2026. The Tenant can end the periodic Tenancy by giving the Landlord two months' notice in writing to end at the end of a period of the Tenancy and the Landlord can end the Tenancy by serving a Notice on the Tenant. A section 21 Notice allowing the Landlord to give the Tenant two months' notice cannot be served after April 30 2026.

The information the Landlord is required to give to the Tenant is as follows:

1. Names of all joint landlords and Tenants and the address of the Landlord although most agents include the addresses of both parties in the Tenancy agreement or Statement of Terms.
2. Address of the Property including the postcode.
3. The address under the Landlord and Tenant Act 1987 section 48 where the Tenant can serve legal notices or documents on the Landlord.
4. The start date of the Tenancy meaning the first date the Tenant can occupy the Property.
5. Rent amount, the date the first instalment is payable and the rent due date for future payments.
6. If utility bills or council tax is included in the rent full details must be given.
7. If the above invoices are paid direct to the Landlord and not the supplier full information must be provided.
8. Procedure for rent increases must be shown. Rent can only be increased by serving a Section 13 Notice on a tenant annually.
9. Method of terminating the Tenancy Agreement by the Tenant.
10. How the Landlord can end the Tenancy and if he has to provide the Tenant with a notice saying he may terminate for specific reasons. The Agent can provide full information.
11. The Landlord's responsibility to ensure the Property is habitable under the Landlord and Tenant Act

Initials: _____

1985 section 9a and the Landlord's statutory repairing obligations under the Landlord and Tenant Act section 11.

12. Consider if requested the right of a Tenant to request a pet with the Landlord's written consent. Good reasons must be provided for refusal although acceptable if the head lease forbids pets in the Property.
13. Safety aspects of the legal requirements for gas safety checks and certificates for electrical checks should be given to prospective tenants together with details of smoke alarms and carbon monoxide detectors and the requirement for the Landlord to carry out a risk assessment for legionella. This information is usually contained in the Tenancy Agreement.
14. The Tenant should be informed of his right to carry out improvements if a person in the Property suffers a disability and it would improve the enjoyment of the Property by that person.

SAMPLE

Non Housing Act Tenancies

Certain Tenancies fall outside the Renters Rights Act 2026 and the Housing Act 1988. There is less legislation covering these tenancies although the Landlord must still comply with statutory obligations to the Tenant regarding safety and the provision of the necessary certificates, repair of the Property and ensuring the Property is fit for human habitation.

The types of Tenancy falling into the above category are as follows:

1. The rent is more than £100,000 per year.
2. The Tenant is a company or other organisation.
3. The Landlord is resident in part of the Property permanently.
4. It is not the Tenant's main home.

The provisions for ending such tenancies are different but if we manage the Property we will serve notice or instruct solicitors to act on the Landlord's behalf. The Landlord is liable for all legal costs.

Services

Cheffins will provide the following Services:

Let Only Service

1. Advise on possible rent achievable in current market conditions and the statutory obligations with which the Landlord must comply.
2. Advertise the Property as part of the provision of a comprehensive marketing campaign including website coverage, property particulars, where suitable, erection of a marketing board at the Property in line with local regulations. It is your responsibility to provide written details of restrictions affecting a flag board.
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising where suitable, erection of a marketing board to the exterior of the Property in line with local conservation regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board.
4. Introduction of a prospective tenant and negotiating terms between the parties.
5. Advise whether the Tenancy will be an APT or fall outside the provisions of the Housing Act 1988 as amended by the Renters Rights Act 2025.
6. Take a holding deposit ("Holding Deposit") from the applicant and hold in compliance with the Tenant Fees Act 2019 being a maximum of one week's rent held for a maximum of 15 days unless both parties agree in writing to extend the period. If the Tenancy is an APT no monies can be deducted from the Holding Deposit unless the prospective tenant has failed referencing; right to rent checks; fails to produce information required; withdraws from the prospective tenancy; or refuses to accept the agreed terms. The Agent will retain all sums deducted from the Holding Deposit to cover costs. If a non-Housing Act tenancy and the tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered.
7. Where possible take up suitable references and a credit reference through a third-party referencing agency. The fee for referencing is payable by the Landlord. Cheffins will instruct an independent approved referencing company to conduct the reference checks and Sanction and Money Laundering verification. The Agent accepts no liability for the accuracy of the information, or any loss suffered by the Landlord.
8. Carry out all Right to Rent checks under the Immigration Acts 2014 and 2016 and forward to the Landlord for approval. If Cheffins does not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy. The Agent charges a fee payable by the Landlord for additional checks. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.
9. Arrange an inventory ("the Inventory") if instructed on behalf of the Landlord. The cost of compiling the Inventory and check-out is borne by the Landlord.
10. Draft the Tenancy Agreement ("the Tenancy Agreement") and prepare the relevant documents required by statute.
11. Receive the deposit and the first month's rent from the Tenant on behalf of the Landlord.
12. Protect the security deposit ("the Deposit") through the TDS if the Tenancy is an Assured Periodic Tenancy ("APT") and serve the relevant prescribed information on the Tenant, the cost of which will be responsibility of the landlord.
13. Serve the draft Tenancy Agreement and if it is an APT Handbook, a copy of the Gas Safety Certificate, the EICR and the EPC on the prospective tenant. The Prescribed Information is also served once the Deposit is received.
14. Arrange the cleaning of the Property if instructed in writing. The Landlord is responsible for cleaning charges and administration charges as shown in Schedule 1.
15. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account as soon as reasonably practicable after deduction of our fees and expenses.

Initials: _____

16. Cheffins instruct a third-party company to notify the utility companies (electric, gas, water, and the local authority) if applicable of the changeover of occupants at the commencement and termination of the tenancy provided you have supplied us with the full account and contact details of the supplier. You must pay final termination charges. Failure to do so may mean continued liability for the account.
17. Cheffins is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the fees of Cheffins are payable in full upon the commencement of the Tenancy.
18. Supply keys to the Tenant and have additional sets cut, if necessary, at an additional charge to the Landlord.
19. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces provided the relevant instructions and documents are received by Cheffins from the Landlord.
20. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord.
21. Advise it is the Landlord's responsibility to arrange repairs if Cheffins do not manage the Property.
22. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end of the Tenancy. Cheffins will not negotiate on the Landlord's behalf.
23. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated early.

Let and Rent Collection Service

In addition to the above Cheffins will do the following:

1. Charge a Tenancy Administration Charge of £600 including VAT to cover all administration prior to the commencement of the Tenancy being referencing, drafting the Tenancy Agreement, and arranging the compilation of the inventory at the start of the Tenancy.
2. Collect Rent on the Landlord's behalf.
3. Advise the Landlord of any late payments of Rent and send two rent demand letters, e mails or texts to the Tenant.
4. Upon receipt of the Rent in cleared funds we will forward them by bank transfer to the Landlord's nominated bank account within 10 working days.
5. You should arrange a facility with your bank to ensure that all outgoings are covered and to allow change of a rent payment date, void periods, or non-payment of the Rent.
6. We will prepare and send regular statements of account to you and/or a nominated person.
7. Advise the landlord if any arrears arise. Cheffins cannot take Court proceedings on the Landlord's behalf.
8. Negotiate any rent increase or preparation of the Section 13 Notice if instructed by the Landlord. A fee is charged payable by the Landlord for service of the above Notice.
9. Advise on attendance at the First Tier Tribunal and provision of information if required subject to an additional fee.
10. Negotiate renewals or extensions for a Common Law Tenancy if instructed. Confirm the tenancy is to continue with the Tenant. Our fees remain payable while any person forming the Tenant remains in the Property.
11. Cheffins will charge for the time taken in preparing documents for court or tribunal proceedings and submitting them to any legal adviser or sending them to the Landlord. See Schedule 1 below.
12. Appear at Court or Tribunal proceedings by special arrangement and subject to payment of our fee as detailed in Schedule 1 below, including VAT for half a day's hearing.

Full Management Service

Initials: _____

In addition to the above Services Cheffins will do the following:

1. Collection of Rent as above.
2. Arrange the collection of the Administration Charge to cover referencing at the start of the Tenancy including guarantors; and referencing of any new or additional occupier including guarantors; renewal of the Tenancy if applicable; and registration of the Deposit with TDS.
3. Pay out of the Rent received, any agreed outgoings such as service charges and/or maintenance charges and account to you regularly, provided that we are duly notified in advance of any regular outgoings and the demands or invoices are subsequently forwarded. Payments will not be made if no funds are held. Cheffins will not be liable for any costs incurred by the Landlord.
4. Handle all maintenance issues daily if cleared funds are held by Cheffins subject to any agreed financial limits.
5. Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord.
6. Arrange visits to the Property approximately twice a year provided the Tenant grants access. Cheffins will inform the Landlord if access is refused and await further written instruction. Photographs cannot be taken without the Tenant's consent.
7. Arrange all repairs up to a limit of £500 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
8. Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
9. If the Landlord wishes to carry out major renovations, repair, or other works Cheffins can act on his behalf. The day to day overseeing of works will be carried out by the property manager. Cheffins will require all estimated costs to be lodged with them before works commences including Cheffins fees shown in Schedule 1. Major works are subject to separate negotiation.
10. Arrange a check out of the Inventory of the Property by a third-party inventory clerk at the start and the end of the Tenancy at the Landlord's expense. Cheffins will not be liable for any omissions in the report.
11. Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit.
12. Forward any adjudication to TDS if relevant if a dispute arises unless either party disagrees.
13. Prepare the documents for adjudication if requested but subject to an additional charge as shown in Schedule 1 below.
14. Distribute the Deposit as agreed between the parties or as agreed through adjudication.
15. Endeavour to obtain a forwarding address from the Tenant.
16. Advise Cheffins can provide a supervisory service during void periods but subject to an additional charge as specified in Schedule 1. See below for further information.
17. Termination of the Management Service is upon giving six months' written notice. Fees for the Lettings Service remain payable while any person forming the Tenant introduced by Cheffins occupies the Property

House in Multiple Occupation ("HMO") Management Service

To carry out the full Let Only, Rent Collection and Management Service as shown above including the following:

1. Advise the Landlord on any application to the local authority for a licence.
2. To confirm with the Landlord the conditions of the licence granted and obtain a copy of the Licence or ensure a copy of the application is provided., If no copy is produced, then no responsibility is taken to comply with any of the terms.
3. To ensure all conditions of the licence granted to the Landlord are carried out and if relevant checked during management visits.

Initials: _____

4. Erect a fixed sign inside the Property as required by law giving full contact details of the managing agent and their contact information at a visible place in the Property.
5. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the Licence.
6. Arrange all works to be carried out at the Property to ensure compliance with present and any future requirements of the granting of the Licence when they come to the attention of the Agent. The Agent will not be liable for any losses suffered or legal action taken against the Landlord if the Agent does not hold funds to carry out works on behalf of the Landlord.
7. Advise the Landlord of any breaches of the Licence. The Landlord must take legal advice. Cheffins cannot act on his behalf.

Platinum Service

To carry out the above services in addition to the following

1. To carry out all services apart from the HMO Management Service as shown above.
2. The Tenancy administration Fee is not charged to Platinum Service Clients.
3. Referencing of all persons forming the Tenant and any guarantors at the start of the Tenancy and all new or additional occupiers and guarantors if relevant during the Tenancy.
4. Consultation upon written request as shown in Schedule 1 of Additional Charges.
5. Duplicate statements of all rent invoices if applicable.
6. Amendments to the Tenancy agreement upon written request.
7. Deposit registration.
8. Arrangement and cost of the check-out report at the end of the Tenancy together with any negotiation required.

Making Tax Digital

Making Tax Digital for Income Tax is a new way for sole traders and landlords to report their income and expenses to HMRC.

If you receive qualifying income from self-employment and/or property, you'll be legally required to use Making Tax Digital (MTD) for Income Tax - based on the level of qualifying income - from the following dates:

- From 6 April 2026, if your qualifying income is over £50,000 in the 2024-2025 tax year
- From 6 April 2027, if your qualifying income is over £30,000 in the 2025-2026 tax year
- From 6 April 2028, if your qualifying income is over £20,000 in the 2026-2027 tax year

Your qualifying income is the total income you get in a tax year from self-employment and property. Your total income may come from more than one source of self-employment or property income.

More information on what is qualifying income can be found here:

<https://www.gov.uk/guidance/work-out-your-qualifying-income-for-making-tax-digital-for-income-tax>

Vacant Properties

1. Cheffins does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies unless special arrangements are agreed in writing.
2. The service will be subject to an additional fee agreed between the parties or shown at Schedule 1 below.
3. The Landlord should inform his insurance companies and if relevant any block manager if the Property is leasehold about periods where the Property is empty and complies with any conditions imposed by the insurer.
4. Any lack of repair or maintenance will be reported to the Landlord in writing.
5. No repairs will be carried out unless Cheffins hold sufficient funds and there is prior written agreement specifying the amount Cheffins can spend without further authorisation.
6. All contractors will be instructed as the agent of the Landlord. The Landlord will be liable for payment of all invoices.
7. The contract for this service will be terminated if a new tenancy is entered into by a tenant introduced by Cheffins; or if another agent arranges a Tenancy upon the Landlord giving Cheffins one month's written notice. Fees will be payable until the end of the notice period.

Landlord's Undertakings

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.
2. Provide keys to Cheffins for the purpose of viewings.
3. Agree we may appoint a subagent if this helps to let the Property.
4. Provide Cheffins with the council tax band for the Property. This information must appear on all portals and advertising from the first time the property is marketed.
5. Advise Cheffins of any defects at the Property and arrange rectification prior to the start of the Tenancy.
6. Confirm acceptance of the offer including any special conditions in writing.
7. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if Cheffins do not manage the Property. Cheffins has no liability for failure to do so.
8. Provide any relevant conditions of the lender if applicable to Cheffins for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later.
9. Provide a copy of the head lease to ensure the Tenant complies with any conditions.
10. Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions.
11. Comply with all safety regulations as follows:

Ensure electricity installations comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, are tested every five years and a copy of the EICR is provided to the Tenant prior to the start of the Tenancy.

If an HMO the Property complies with the licence' conditions, an EICR has been provided and the wiring is checked every five years.

Electrical appliances have been checked for safety because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 2016 any appliance supplied by the Landlord, must be safe.

Ensure that a gas safety certificate carried out by a Gas Safe engineer certifying all gas appliances, flues and pipework are safe is given to Cheffins prior to the start of the Tenancy. If Cheffins do not manage the Landlord must renew the certificate annually. A carbon monoxide detector must be fitted to the Property in all rooms where there is a solid fuel appliance or a gas appliance apart from gas hobs and cookers.

Check all furniture (if applicable) complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993 and 2025; meaning all upholstered furniture must carry a permanent label comply with the Regulations or be removed from the Property.

Ensure battery operated smoke alarms are fitted to every floor of the Property used as residential accommodation; carbon monoxide detectors are fitted in any room with a gas appliance or installation, or any solid fuel appliance and are in working order.

If the Property was built after 1992 ensure all mains operated smoke alarms are operational and

battery backup is functioning and in date.

A risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations.

12. Provide an EPC with the minimum "E" rating to Cheffins prior to the start of the Tenancy or agree a Domestic Energy Assessor can carry out a check at the Landlord's expense, otherwise, the Property cannot be let unless it is shown on the Exemptions Register. It is the Landlord's responsibility to obtain an exemption. An EPC lasts for ten years after which it must be renewed. Cheffins will provide the EPC to the Tenant at the start of the Tenancy and if the Property is managed will ensure there is always a valid EPC. If the Property is not managed, the Landlord must renew an EPC if relevant.
13. Compensate Cheffins for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Cheffins.
14. Carry out all repairs and maintenance to the Property if we do not manage. Failure to do so may result in an enforcement order being served on the Landlord by Environmental Health under the Housing Health and Safety Rating System ("HHSRS"). The Tenant may be entitled to compensation.
15. Ensure any garden is in good order at the start of the Tenancy and that all bushes, trees, and shrubs are pruned regularly at the Landlord's expense.
16. Provide instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
17. Arrange re-direction of mail. We do not collect mail and have no liability for lost correspondence.
18. Register with His Majesty's Revenue and Customs ("HMRC") and complete a Tax Return annually and submit it to HMRC
19. If the Landlord is resident overseas each person forming the Landlord must complete a form enabling HMRC to authorise the Agent to pay the rent without any tax deduction
20. Failure to complete a form means basic rate tax will be deducted from all rent payments
21. Tax will be deducted from the rent collected by Cheffins and paid to HMRC quarterly. An annual return is submitted after the end of the tax year and a Certificate of Tax deducted is given to the Landlord. There is a fee for this service as shown in Schedule 1.
22. The Tenant has a similar responsibility if paying the Landlord direct.
23. The link to HMRC for non-resident landlords is www.gov.uk/tax-uk-income-live-abroad/rent
24. Arrange legal proceedings if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy or according to a break clause or breach of the Tenancy. The Landlord is liable for all costs and expenses of the proceedings.
25. Not to discriminate against any applicant, tenant, or any employee of Cheffins. If discrimination occurs, we can give immediate written notice to terminate the Agreement.
26. To keep Cheffins reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by Cheffins from and during the time we are or were acting on the Landlord's behalf unless due to our negligence or breach of contract. Cheffins reserves the right to have work carried out on the Landlord's behalf and to charge for work to ensure that the Landlord fulfils all contractual and statutory obligations.
27. If a Notice is served on Cheffins under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring us to carry out work, repairs or maintenance to the Property the Landlord will reimburse us promptly on written demand for all costs, expenses and fees incurred.
28. To ensure as the owner of the Property all personal information retained of the Tenant, has been registered by the Landlord with the Information Commissioners' Office (ico.org.uk).
29. To comply with the requirements of the Renters Rights Act 2025 as applicable.

To determine if a property licence is required and obtain such a licence. If there is three or more people living in the Property who form more than one household meaning the residents are not related the Property is a House in Multiple Occupation ("HMO"). However, the Landlord should check licencing conditions with the local authority as some of them deem two unrelated people in a household is an HMO. Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences for properties in specific areas or additional licensing for certain properties. It is up to the Landlord to make enquiries and gain the licence from the local authority. Cheffins will not let out the Property if a licence is needed and has not been obtained or be liable for any misrepresentation by the Landlord in obtaining a licence.

30. To provide Cheffins with details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the Licence conditions from Cheffins.
31. Not to use photographs which are copyrighted to the Agent for any purposes and in particular advertising the Property or any other means of marketing it. If in breach of this clause the Landlord uses photographs belonging to the Agent or any third party a fee of £100 will be payable as compensation.

Deposit

1. Cheffins hold the Deposit as stakeholder which means consent must be obtained from both sides in writing for all deductions.
2. If the Tenancy is an APT the maximum deposit that can be taken is the equivalent of five weeks' rent if the annual rent is up to £50,000; or an amount equivalent to six weeks' rent if the rent exceeds £50,000 up to the maximum of £100,000. For a non-Housing Act Tenancy, the amount taken as a Deposit will be equivalent to 5 weeks rent.
3. The Deposit is protected if it is an APT with the Tenancy Deposit Scheme ("TDS"). Full details of the TDS can be provided by Cheffins together with the dispute procedure regarding deductions from the Deposit upon written request.
4. If the Tenancy is outside the Housing Act 1988 the Deposit will be lodged within the Client Account of Cheffins throughout the period of the Tenancy. No interest is payable on the Deposit. At the end of the Tenancy the Deposit will be returned to the Tenant or other named party shown within the Tenancy Agreement.
5. The Deposit is protected by the Tenancy Deposit Service ("TDS") whose contact details are as follows:

The Dispute Service
West Wing First Floor
The Maylands Building
200 Maylands Avenue,
Hemel Hempstead Industrial Estate,
Hemel Hempstead, England,
HP2 7TG

Phone 0300 037 1000

Email: deposits@tenancydepositscheme.com

Fax: 01442 253193

6. At the end of the Tenancy if there is a dispute the Landlord and the Tenant can refer the matter to adjudication by TDS for 90 days from the end of the Tenancy. Thereafter any claim must be through the county court.

Commission

1. The Landlord is responsible for paying Commission at the rates shown in Schedule 1 being the Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of the following:
 - 1.1 a viewing conducted by us.
 - 1.2 sight of any marketing or advertising material produced by us.
 - 1.3 instructions received.
 - 1.4 an introduction from an existing occupier for whom Cheffins has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agencies if this has been agreed in writing between Cheffins and the Landlord.

Initials: _____

2. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
3. If the Landlord instructs Cheffins to proceed with a proposed Tenancy and subsequently withdraws the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred up to a maximum of £600 inc. VAT.
4. It may not be possible to withdraw from any proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate the request, you should expect to meet reasonable costs and expenses incurred by him or her.
5. If the Tenant leaves the Property during the Term no fees will be repayable to the Landlord.
6. The Landlord agrees Cheffins can deduct our Commission, fees, expenses, and any other costs from any monies belonging to the Landlord from any other property let by Cheffins; or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.
7. If the Tenant or any person associated with the Tenant purchases the Property, the Landlord agrees to pay Cheffins commission of 1.2 % inclusive of VAT of the purchase price inclusive of fixtures and fittings.
8. Any interest accrued on monies that Cheffins hold on the Landlord's behalf will be retained to cover bank and administration charges.
9. From time to time, we receive fees from contractors which we retain. This does not affect the quality of the service provided.

Money Laundering

In order to comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017 (as amended) the Serious Crime Act 2015 and UK Sanctions Regulations, Cheffins require the Landlord to provide one proof of identity and one proof of residence, which can be selected from the list below. The Landlord should either send the original documents for copying and returning; or provide copies certified by a solicitor as genuine. Printouts of online bank statements or online utility bills cannot be accepted.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

List B: Proof of Residence (dated within the last 3 months)

- Council Tax invoice
- Utility bill
- Mortgage Statement
- Bank Statement

If the Landlord is a public limited company a certified copy of the Certificate of Incorporation is required. If the company is not a public limited company, certified copies of any two of the following documents are needed:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return

Initials: _____

In addition, proof of identity and residence of any of the directors of the company with over a 25% share in the company must be provided.

General

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
2. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Cheffins will be the address specified upon page one of the Agreement.
3. We trade as a Partnership. The VAT number is 213235411.
4. We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: R00491.
5. We are members of the Association of Residential Lettings Agents, National Association of Estate Agents and the Royal Institution of Chartered Surveyors and subscribe to their Codes of Conduct.
6. The service of notices on either party will be by hand delivery, first class post (deemed served two working days later) or by electronic service. Emails if sent before 4.30pm will be deemed delivered on the next working day to the email address of either party provided from time to time. The address for service for the Landlord and Cheffins will be those specified in the Confirmation of Instruction to this Agreement.
7. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of Cheffins or their employees.
8. The Landlord agrees not to take action or bring any claim for loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of Cheffins even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Cheffins for the acts or omissions of any of their partners, consultants, employees, or agents.
9. The Landlord must keep Cheffins reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by us from and during the time that we are or were acting on the Landlord's behalf unless it is due to our negligence or breach of contract.
10. Cheffins reserves the right to have work carried out on the Landlord's behalf and charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations.
11. If any Notice is served on us under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring Cheffins to carry out any work, repairs or maintenance at the Property the Landlord agrees to reimburse us promptly on written demand for all costs expenses and fees incurred.
12. Cheffins and the Landlord must comply with the Digital Markets, Competition and Consumers Act 2024 (DMCC Act) and the Consumer Rights Act 2015 ("the Act's"). Statements must be factually correct in all communications and Cheffins must not give any potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the Act's to disclose this information to interested parties.
13. By signing the Agreement, the Landlord confirms he is unaware of any facts that would affect the Tenant's decision to rent the Property; including confirmation he is unaware of any planning application or permission; any major repair work due to the Property, adjacent premises or the building of which the Property forms part. The Landlord also confirms he is unaware of any major construction, demolition, or renovation to any adjacent premises or in the locality of the Property.

Initials: _____

14. Cheffins reserve the right to assign the rights and or obligations under this Agreement by giving the Landlord one month's written notice.
15. Cheffins reserve the right to vary the terms of this Agreement by giving the Landlord one month's written notice.
16. The Landlord is responsible for paying Commission at the rates shown in the Schedule 1 of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Cheffins; sight of any marketing or advertising material produced by Cheffins; or by Cheffins instructions; by way of an introduction from an existing occupier for whom Cheffins has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Cheffins and the Landlord. All charges and fees are shown inclusive of VAT.
17. Any client monies will be held in the following client money account: Barclays Bank Leicester LE87 2BB, Account Name: Cheffins Client Account, Sort Code; 20-29-84, Account Number 70269743. Any interest accrued on monies that Cheffins hold on the landlord's behalf will be retained. Cheffins retains exclusive control over the funds in this account in line with the firms Handling Client Money Policy, a copy of which is available on our website or on request.
18. There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an e mail address and an address abroad. Cheffins strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.
19. Our Privacy Notice is shown on our website. To prevent any unauthorised access to or use of personal data, Cheffins has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Cheffins wishes to refer the matter to a solicitor; or if Cheffins are specifically required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.
20. We will retain the Landlord's details for marketing purposes for six years unless the Landlord informs us in writing that those details should be deleted, unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for six years from the end of the last Tenancy where instructed.
21. Cheffins will sign the Tenancy Agreement on behalf of the Landlord. Upon signing this Agreement the Landlord gives written consent for named personnel of Cheffins to sign the Notices and other documents. The Landlord is legally bound to all terms contained in the Tenancy Agreement.

22. Either party has the right to terminate this Agreement in writing upon the following conditions:

- 22.1 The Tenant's vacation of the Property at the end of the Tenancy or according to a break clause.
- 22.2 If Cheffins or the Landlord break any important term or condition of this Agreement during the Tenancy where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate.
- 22.3 If the Landlord is in major breach of any of the terms contained in this Agreement or if the Landlord does or does not do something which makes it impossible, impracticable, or illegal for Cheffins to continue performing our obligations under this Agreement.
- 22.4 Either party carries out or suggests that the other should carry out any form of unlawful discrimination.

23. Cheffins is sure you will be happy with our service but if you have any complaints they should be sent in writing and addressed to complaints@cheffins.co.uk. We will acknowledge your complaint within 3 working days. We will consider your complaint as quickly as possible, and provide you with a full response or, if that is not possible, an update on what is happening with your complaint within 15 working days. Complaints that are not resolved to your satisfaction can be sent to **the Association of Residential Lettings Agents or the Royal Institution of Chartered Surveyors** or to the redress scheme to which we belong. The Agent is a member of a redress scheme approved by the Competition and Marketing Authority ("CMA"), and which is administered by **The Property Ombudsman**. A copy of the redress scheme is available from www.tpos.co.uk. If there is a complaint against any member of staff which cannot be resolved directly, we operate an internal complaints redress scheme full details of which can be given on request together with the time within which a reply will be received by the Landlord.

24. If the Landlord signs this contract away from the offices of Cheffins under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Cheffins of their decision to cancel this contract by post to the address on page 2 of the Agreement, or email to haverhill.lettings@cheffins.co.uk. The Landlord may use the Cancellation Notice below before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Cheffins is informed about the decision to cancel this contract. Under the Cancellation Regulations, Cheffins cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Cheffins begin the service in writing by signing below.

Initials: _____

Landlord Signatures

I/we wish Cheffins to begin marketing the Property immediately. I/we agree with The Agent that the terms enclosed in the Agreement being the Terms of Business apply to the Letting of my/our property. I/we confirm that there are no major repairs, construction, or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Property adjoining property or the building of which the Property forms part which may affect the letting of the Property except as noted below.

Signed:

Print name:

Date:

Signed for and on behalf of Cheffins

Cheffins agree with the Landlord that the terms enclosed in the Agreement being the Terms of Business and the Brochure apply to the Letting of the Landlord's property

Name(s)

Position Held

Signature

Date

Cancellation Notice: Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**

To: Cheffins

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business signed

on

Name(s)

Address:

Signature(s):

Initials: _____

Schedule 1 Commission Fees and Charges

- | | | |
|-----|---|---|
| 1. | Letting Only Service | 90% of the first month's rent including VAT (75% plus VAT)
(Subject to a minimum fee of £600 including VAT). |
| 2. | Let and Rent Collection Service | 12% including VAT (10% plus VAT)
Plus £600 including VAT Tenancy Administration Charge. |
| 3. | Full Management Service | 14.4% including VAT (12% plus VAT)
Plus £600 including VAT Tenancy Administration Charge |
| 4. | HMO Management Service | 14.4 % including VAT (12% plus VAT).
Plus £600 including VAT Tenancy Administration Charge. |
| 5. | Platinum Service | 14.4% including VAT (12% plus VAT)
Plus a fee of £36.00 per month including VAT |
| 6. | Withdrawal from an Agreed Offer | £600 including VAT |
| 7. | Sales Commission if Tenant purchases the Property | 1.2% including VAT of the purchase price (1% plus VAT) |
| 8. | Consultancy for the following: | <ul style="list-style-type: none">• additional visits to a Property (if we are managing);• waiting time at the Property;• having extra sets of keys cut;• arranging cleaning prior to the start of a Tenancy (if not managing);• arranging safety checks;• installation of smoke alarms or carbon monoxide detectors• obtaining consent from a lender or a Superior Landlord;• Serving of required legal Notices <p>For each of the above: £48 including VAT plus mileage at £0.45 pence per mile (unless Platinum Service is used);</p> |
| 9. | Preparation of an Inventory by an independent inventory clerk | Estimates upon request; |
| 10. | Visits during a void period for each visit: | £48 including VAT per visit; |
| 11. | Refurbishment works | Subject to a supervisory fee of 12% including VAT of the total works
(for works in excess of £1,200 including VAT); |

Initials: _____

12. Registration for the Tenancy Deposit Scheme: £40 including VAT (unless Platinum Service is used);
13. Preparation of documentation for Court proceedings £100 including VAT per hour;
14. TDS adjudication (dispute resolution) £48 including VAT per hour
15. Attendance by Cheffins at Court or a tribunal with the Landlord and/or their legal representative £100 including VAT per hour plus the reasonable costs and expenses of Cheffins;
16. Duplicate statements provided to the Landlord or his accountant: for the statements covering all or part of the tax year. £60 including VAT (unless Platinum Service is used);
17. Service of a Section 13 notice including comparables £60 including VAT per notice
18. Preparing documents for the First Tier Tribunal hearing £48 including VAT per hour
19. Cost of specialist advertising or brochures Subject to additional charges, details upon request
20. Quarterly statements - Making Tax Digital (MTD): £24 including VAT per quarterly statement if Full Management Service is used
- £18.00 including VAT per quarterly statement if Platinum Service is used
21. Tax retention for a non-resident Landlord per quarter £48 including VAT