

CHEFFINS

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:

Cheffins -

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.

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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.
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. 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. If the Tenancy is an AST 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. 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.
6. Where possible to take up suitable references and/or credit references for your approval through a third-party referencing agency. The fee for referencing is payable by the Landlord.
7. Carry out all Right to Rent checks under the Immigration Act 2014 and the Immigration Act 2016 in-house or through a third-party supplier. If Cheffins do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers of the Property during the Tenancy. Cheffins have no liability if the Landlord fails to comply with his statutory responsibilities.
8. 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.
9. Draft the Tenancy Agreement ("the Tenancy Agreement") and prepare the relevant documents required by statute.
10. Receive the Deposit and the first month's rent from the Tenant on behalf of the Landlord.
11. Protect the security deposit ("the Deposit") through the TDS if the Tenancy is an Assured Shorthold Tenancy ("AST") and serve the relevant prescribed information on the Tenant, the cost of which will be responsibility of the landlord.
12. Serve the draft Tenancy Agreement and if it is an AST the "How to Rent" 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.
13. 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.
14. 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.
15. 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.
16. If requested by the Landlord Cheffins will endeavour to negotiate any renewals or extensions on the Landlord's behalf. You should be aware our fees remain payable even if we do not act on your behalf while the tenant remains in the Property. Refer to Schedule 1 for fees.

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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 and at each renewal or continuation of the Tenancy as a fixed term or periodic tenancy whether or not we are asked to act on the Landlord's behalf.
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. If requested by the Landlord Cheffins will negotiate the renewal of the Tenancy at the end of the fixed term ("the Term") including any rent increase. Our fees remain payable if our services are not used. Refer to Schedule 1 for fees.
21. Advise if the Landlord negotiates any renewal of the Tenancy personally it will be his responsibility to renew the gas safety certificate and if necessary, the EICR and EPC and serve it on the Tenant. Failure to do so could render a Section 21 Notice invalid.
22. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord.
23. Advise it is the Landlord's responsibility to arrange repairs if Cheffins do not manage the Property.
24. 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.

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. In the absence of receiving the Rent we will send two rent demand letters to the Tenant.
4. Upon receipt of the Rent in cleared funds we will forward the funds to your nominated bank account.
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.

Full Management Service

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.

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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.
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.
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. Advise that the Management Service cannot be terminated until after the first six months of the Tenancy by giving three months' prior notice in writing. Commission and fees for the Letting and Rent collection remain payable while the Tenant or an associated person 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 ensure all conditions of the licence granted to the Landlord are carried out and if relevant checked during management visits.
3. Erect a plaque giving full contact details of the managing agent at a visible place in the Property.
4. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the Licence.
5. 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.
6. 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.

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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.

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 lack of repair at the Property and rectify the issues prior to the commencement of a 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 regarding electricity, gas, other fuels, or furniture if applicable.
12. Provision of a gas safety certificate and an EICR prior to the commencement of the Tenancy. The gas certificate must be served annually thereafter by Cheffins if they manage the Property or by the Landlord. Cheffins has no liability for failure to comply by the Landlord.

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13. Ensure all smoke alarms and carbon monoxide detectors are in working order and in date and that a carbon monoxide detector has been installed in any room with a gas installation (apart from a gas hob); or any oil installation or open fire.
14. Provide a valid EPC prior to the start of the Tenancy and to renew it as and when necessary.
15. Confirm a risk assessment has been carried out for legionella.
16. Confirm all blinds and curtains comply with current Regulations.
17. Compensate Cheffins for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Cheffins.
18. 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.
19. 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.
20. Provide instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
21. Arrange re-direction of mail. We do not collect mail and have no liability for lost correspondence.
22. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will be deducted from all rent payments by Cheffins.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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).
28. To determine if a property licence is required and obtain such a licence. If there is more than one household in the Property meaning the residents are not related the Property is a House in Multiple Occupation ("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.
29. Cheffins will not let out the Property if a licence is needed and has not been obtained; nor 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.

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 AST 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.
3. The Deposit is protected if it is an AST 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. 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
5. 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.
 - 1.5 All charges and fees are shown inclusive of VAT.

2. Commission remains due and payable for any extension, renewal, or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Cheffins is the effective cause of the Tenancy; or acts on the Landlord's behalf; and for the period of time of any such renewal, extension, or continuation of the Tenancy.
3. 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.
4. 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.
5. 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.
6. If the Tenant leaves the Property during the Term whether Fixed term or periodic no fees will be repayable to the Landlord.
7. 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.
8. 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.
9. Any interest accrued on monies that Cheffins hold on the Landlord's behalf will be retained to cover bank and administration charges.
10. 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 and the Serious Crime Act 2015 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

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- A set of the latest accounts
- The most recent annual Companies House return

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 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

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- 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.
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 Policy 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 we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC.
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:
- 21.1 The Tenant's vacation of the Property at the end of the Tenancy or according to a break clause.
- 21.2 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.
- 21.3 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.

Initials: _____

Either party carries out or suggests that the other should carry out any form of unlawful discrimination.

22. 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.
23. 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 cambridge.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.

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 | 9.6 % including VAT (8% plus VAT)
Plus £600 including VAT Tenancy Administration Charge. |
| 3. | Full Management Service | 12% including VAT (10% 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 | 12% including VAT (10% plus VAT)
Plus a fee of £24.00 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: £30 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. | Preparation of an Extension Agreement for the Tenancy | £120 including VAT (unless Platinum Service is used); |
| 11. | Visits during a void period for each visit: | £30.00 including VAT per visit; |
| 12. | 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: _____

13. Registration for the Tenancy Deposit Scheme: £36 including VAT (unless Platinum Service is used);
14. Preparation of documentation for Court proceedings or TDS adjudication: £60 including VAT per hour;
15. Attendance by Cheffins at Court or a tribunal with the Landlord and/or their legal representative £60 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. £60.00 including VAT (unless Platinum Service is used);