Goldstone Letting & Management Ltd

Residential Lettings Agency Terms and Conditions

- ☐ Owner’s Details
- ☐ Property Information
- ☐ Agency Information
- ☐ Terms and Conditions
- ☐ Acknowledgement
- ☐ Agent Declaration
- ☐ Letter of Authority

OWNER'S DETAILS

Full Name	
Contact Number	
Email Address	
Correspondence Address (Not the Rented Property Address)	

☐ I/We confirm that we/ I are UK Residents	☐ I/We confirm that we/ I are non UK Residents

ACCOUNTANT DETAILS

BANK DETAILS (TO RECEIVE RENT PAYMENT)

Beneficiary Name	
Beneficiary's Bank Name	
Account Number	
Sort Code	
SWIFT/BIC	
IBAN	

☐ UK Bank Account	☐ Foreign Bank Account - I acknowledge and accept that additional charges may apply for international transfers.

FURTHER INFORMATION

PROPERTY INFORMATION

Property Name	
Full Property Postal Address	
Postcode	
Property Description	☐ Flat - Ground Floor ☐ Flat - Above Ground Level (with lift) Level ☐ Flat – Above Ground Level (no lift)
Building Facilities/Amenities	☐ Yes ☐ No
Maximum Number of Occupiers	
Number of Bedroom	
Number Bathroom	
Furniture	☐ Furnished ☐ Unfurnished
Parking / Right to Park	
Outdoor Space	
Suitable for Disabled Tenants	
Pets	
Other Features	
Further Information	

AGENCY INFORMATION

AGENT INFORMATION

Agent's name	Goldstone Letting and Management Ltd
Agent's office telephone number	020 3655 3720
Agent's out of hours/emergency telephone number	07713 113 170
Agent's email address	sungwei.huang@thegoldstone.co.uk
Agent's address	Floor 6, 29-30 Cornhill Road, London
Postcode:	EC3V 3NF

AGREEMENT TERMS

Agreement start date: _____

Basis of Agreement of Services

Letting Fee at 9.6% of Total Rent (8%+VAT)

This fee applies over initial fixed term of the tenancy.

Renewal Fee for renewal or continuation of the tenancy commencing on the expiry of the initial fixed term at the same rate.

Total contractual fee is to be deducted from first month of rent; whereas fee is over the first month's rent received. The remaining balance will be deducted in the following month's rental income and so on.

Tenancy Management Fee at 4.8% of Total Rent (4%+VAT)

Subject to Compulsory Third-Parties Charges in next page under this service when applicable.

This fee applies over initial fixed term of the tenancy and services is only subject to active tenancy.

Renewal Fee for renewal or continuation of the tenancy commencing on the expiry of the initial fixed term at the same rate.

Total contractual fee is to be collected with letting fee.

AGENCY INFORMATION

Compulsory Third-Parties Charges

Tenancy Setup Fee	£300 (£250+VAT)
Inventory Check-in	£240 (£200+VAT)
Inventory Check-out	£300 (£250+VAT)
Tenancy Renewal Setup Fee	£240 (£200+VAT)
Deposit Registration	£96 (£80 + VAT)
Reference Check (Per Tenant)	£120 (£100 + VAT)

Agency Optional Additional Services

☐ Enhanced Management Services (Per Annual) £2,400 (£2,000 + VAT)

Includes the following:

Bill Handling - Any utilities, council tax, service charges and ground rent bills

Rent Protection including legal protection.

Optional Additional Charges

(Third Parties Services and Charges, quoted prices below can differ)

Landlord Selective Licensing If Required From	£420 (£350+VAT)
Professional Cleaning From	£300 (£250+VAT)
Energy Performance Certificate From	£144 (£120+VAT)
Gas safety check From	£180 (£150+VAT)
Electrical check (EICR) From	£240 (£200+VAT)
Smoke alarm installation From	£144 (£120+VAT)
Smoke alarms start of tenancy check From	£60 (£50+VAT)
Key cutting (per set, no fob) From	£96 (£80+VAT)
Additional property inspection (per visit) From	£180 (£150+VAT)
6A Form From	£150 (£125+VAT)
Issuing section 8 Notice From	£240 (£200+VAT)
Income and expenditure report (per report) From	£180 (£150+VAT)
Court attendance (per half day) From	£240 (£200+VAT)
Tenant’s deposit dispute handling	£300 (£250+VAT)

Goldstone Account information

Bank Name : NATIONAL WESTMINSTER BANK PLC
Bank Account Name : Goldstone Client Account
Sort Code : 500000
Account Number : 30075645
IBAN : GB04NWBK50000030075645
SWIFT/ BIC : NWBKGB2LXXX

RESIDENTIAL LETTINGS AGENCY TERMS AND CONDITIONS

These Terms and Conditions apply when Goldstone Letting and Management Ltd ("Agent") is appointed to secure the letting of a residential property on an assured shorthold tenancy and to manage the property during the tenancy. The Terms and Conditions, together with Owner's Information, Property Information and Agency Information detailed above form the basis of the Owner's contract with the Agent so please read them carefully before signing.

1. Definitions

"Agency Period"	means the Introduction Period and the Management Period;
"Applicable Tenancies"	means those tenancies in England listed in section 9B of the FFHH Act;
"Commission"	means the sum of the Letting Commission (or as the case may be the Renewal Commission) and the Management Commission which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract;
"Common Parts"	means the common/shared areas of the building in which the Property forms part and which the Owner has an estate or interest;
"FFHH Act"	Homes (Fitness for Human Habitation) Act 2018;
"HHSRS Regulations"	means The Housing Health and Safety Rating System (England) Regulations 2005 or (if the Property is in Wales) The Housing Health and Safety Rating System (Wales) Regulations 2006;
"Introduction Period"	means the period starting on the date this contract comes into force and ending when a tenancy agreement is signed in relation to the Property;
"Letting Commission"	means the percentage of the Rent due in relation to the Property as agreed in the Agency Information section above;
"Management Commission"	means the percentage of the Rent due in relation to the Property as agreed in the Agency Information section above;
"Management Period"	means the period starting when a tenancy agreement is signed in relation to the Property and ending when this contract is terminated;
"Owner"	means the owner of the Property;
"Property"	means the property identified in the Property Information section;
"Redress Schemes Order"	means the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014;
"Renewal Commission"	means the percentage of the Rent due in relation to the Property as agreed in the Agency Information section above;
"Rent"	means the rent payable by a tenant of the Property under a tenancy agreement;
"Security Deposit"	means a security deposit received from a tenant in respect of possible breaches of the tenant's obligations in the tenancy agreement;
"Short Let"	For tenancies where the full term of the tenancy is less than six months.

1.1 Any reference in these Terms and Conditions to "writing", or cognate expressions, includes a reference to any communication effected by e-mail, telex, cable, facsimile transmission or similar means.

1.2. Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

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

2. Appointment of Agent

2.1 The Owner appoints the Agent to act as their agent in relation to the Property by carrying out the duties referred to in clause 3.

2.2 Unless otherwise stated in the Agency information, the Owner shall not during the Agency Period appoint any other person as the Owner's agent for the purposes mentioned in clause 2.1.

3. The Agent's Duties

3.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.

3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, including a written description [, video footage] and photographs and, once the particulars have been approved by the Owner, the Agent shall include them in its printed advertising materials and add them to its website.

3.3 The Agent shall give the Owner advice on the Property's rental value.

3.4 The Agent shall:

3.4.1 if requested by the Owner and at the Owner's cost, arrange for an Energy Performance Certificate (EPC) to be prepared for the Property prior to marketing; and

3.4.2 ensure that the prospective tenant is provided with a copy of the EPC before they occupy the Property.

3.5 The Agent will be unable to market the Property unless a valid EPC is available and either:

3.5.1 the Property has an energy efficiency rating between A-E (inclusive); or

3.5.2 a valid exemption has been registered on the National PRS Exemptions Register and remains in force.

3.6 The Agent shall:

3.6.1 if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out in order to comply with the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994; and

3.6.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing report before they occupy the Property.

3.7 If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either:

3.7.1 advise the Owner of the hazards and the steps that need to be taken; or

3.7.2 recommend that the Owner seek advice from a suitably qualified person.

3.8 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property:

3.8.1 in order to minimise the hazards specified in HHSRS Regulations;

3.8.2 in response to a notice or order issued by the local authority under the HHSRS Regulations.

3.9 Subject to clause 3.11, if it appears to the Agent that the Property and/or Common Parts are not "fit for human habitation" as defined in the FFHH Act at any time during the tenancy, the Agent shall either:

3.9.1 advise the Owner of the state of the Property and/or Common Parts and thensteps that need to be taken to put and keep the Property and/or Common Parts in a state that is fit for human habitation as defined in the FFHH Act; or

3.9.2 recommend that the Owner seek advice from a suitably qualified person.

3.10 Subject to clause 3.11, the Agent shall, if requested by the Owner and at the Owner's cost, arrange for work to be carried out at the Property and/or Common Parts (once all consents required for these works from any third party have been obtained):

3.10.1 in order to put and keep the Property and/or Common Parts in a state that is fit for human habitation in accordance with the FFHH Act;

3.10.2 in response to a notice, complaint or reports issued by the tenant in relation to the Property and/or Common Parts;

3.10.3 in response to any claims or proceedings issued by the tenant under the FFHH Act; and

3.10.4 in order to comply with an order issued by the courts under the FFHH Act.

3.11 Clauses 3.9 and 3.10 above shall only apply to Applicable Tenancies.

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

3.12.1 arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015;

3.12.2 check that each alarm is in proper working order on the day a new tenancy begins;

3.12.3 carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

3.13 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings and keep the Owner informed of the outcome of all enquiries and viewings.

3.14 The Agent shall take up appropriate references on any tenant who has indicated a firm commitment to enter into a tenancy agreement and shall forward the references to the Owner.

3.15 The Agent shall, to the extent that sections 20–37 of the Immigration Act 2014 are in force in relation to the area in which the Property is situated, accept liability for compliance with the requirements of sections 20–37 of the Immigration Act on behalf of the Owner and shall in particular:

3.15.1 obtain from the proposed tenant and from any intended adult occupier of the Property the information and documentation required in order to carry out "right to rent" checks on them;

3.15.2 carry out "right to rent" checks in accordance with all relevant Home Office Codes of Practice and guidance;

3.15.3 report the outcome of those checks to the Owner as soon as possible.

3.16 The Agent shall, if requested by the Owner and at the Owner's cost, arrange for:

3.16.1 an inventory of the Property to be prepared by an independent inventory clerk;

3.16.2 the inventory clerk to conduct a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant; and

3.16.3 the inventory clerk to conduct a "check-out" with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory and a report is prepared for the Owner.

3.17 The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant and shall obtain the Owner's approval of the draft agreement.

3.18 The Agent shall sign the tenancy agreement on behalf of the Owner if the Owner instructs the Agent to do so.

3.19 The Owner authorises The Agent to sign the tenancy agreement when instructing The Agent on any management services.

3.20 The Agent shall not permit the tenant to occupy the Property until the tenant has:

3.20.1 signed the tenancy agreement;

3.20.2 paid to the Agent in cleared funds the first month's rent;

3.20.3 paid to the Agent in cleared funds a Security Deposit equivalent to five weeks' rent; and

3.20.4 provided a signed standing order form for future payments of rent to the Agent.

3.21 The Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004.

3.22 The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.

3.23 The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with the latest version of the Ministry of Housing, Communities and Local Government's "How to Rent: the checklist for renting in England" or (if the Property is in Wales) the Welsh Government's publication "A Home in the Private Rented Sector – A Guide for Tenants".

3.24 Subject to the Agent possessing the necessary information (such as the names of the providers and the relevant account numbers) the Agent shall notify the Local Authority Council Tax department and any utilities companies and other service providers of the identity of the new tenant.

3.25 Bill handling services. Subject to the Agent is being in funds (either by way of a float provided by the Owner or through rent paid by the tenant) the Agent shall pay outgoings relating to the Property on the following basis:

3.25.1 the Agent shall not pay outgoings which fall to be paid by the tenant in occupation of the Property (such as Council Tax, utilities bills and charges for other services such as telephone and broadband) but the Agent shall pay such charges on behalf of the owner as they relate to a period when the Property was unoccupied;

3.25.2 the Agent shall pay ground rent, service charge and other sums due to the Owner's landlord or the landlord's managing agent or any management company;

3.25.3 the Agent shall pay the Owner's premiums for insurance of the Property (but the Agent is not able to arrange insurance cover for the Owner);

3.25.4 the Agent shall not make any payment unless it has received an invoice or demand;

3.25.5 the Agent shall be entitled to accept and pay invoices and demands that appear to be valid;

3.25.6 the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.

3.26 The Agent shall demand and receive rent on behalf of the Owner in accordance with the terms of the tenancy agreement.

3.27 If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.

3.28 The Agent shall inspect the Property every six months and shall report its findings to the Owner.

3.29 The Agent shall, if requested by the Owner and at the Owner's cost, conduct more frequent inspections of the Property and shall report its findings to the Owner.

3.30 The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.

3.31 The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.

3.32 The Agent shall be responsible for the day-to-day management of the Property, including minor repairs, maintenance and replacements, on the following basis:

3.32.1 the cost of any maintenance, repairs or replacements shall be borne by the Owner;

3.32.2 if the cost of the work on any one occasion is less than £250 the Agent may arrange for the work to be done with the Owner's preapproval by signing this agreement.

3.32.3 if the cost of the work on any one occasion is £250 or more the Agent shall contact the Owner to obtain permission to proceed with the work;

3.32.4 if the work needs to be done urgently and it is not practicable to obtain the Owner's permission the Agent may arrange for the work to be done without the permission of the Owner.

3.32.5 the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing in excess of £10,000.

3.33 The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 6 months).

3.34 The Agent shall within 14 days after the end of each month during the Management Period and for so long as necessary thereafter send to the Owner a statement setting out, in relation to the Property:

3.34.1 all Rent received;

3.34.2 all expenses incurred;

3.34.3 the Commission due to the Agent and

3.34.4 the amount held by the agent as a float for that month.

3.35 Having sent the statement to the Owner the Agent shall retain:

3.35.1 the Commission; and

3.35.2 such amount (if any) as is required to top the float up to £1000 or keep in line with any payment that Landlord would like Agent to cover (e.g. ground rent & service charge) and remit the balance to the Owner within 14 days after completion of the agreement.

3.36 If there are insufficient funds to pay the Commission or to top up the float the Agent shall notify the Owner of the sum required from the Owner.

3.37 the Agent shall refund to the Owner a proportionate part of the Letting Commission (or as the case may be the Renewal Commission) within 14 days of the tenant vacating the Property. If:

3.37.1 a tenancy agreement is terminated pursuant to a break clause; or

3.37.2 a tenant vacates the Property before the end of a period for which Renewal Commission has been paid

3.38 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.

3.39 The Agent shall notify the Owner of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner if it becomes aware of a breach of any of those laws or regulations in relation to the Property.

3.40 The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the

performance of its duties under these Terms and Conditions.

3.41 The Agent will comply with all relevant legislation on the charging of fees in the private rented sector.

3.42 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.

3.43 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

4. The Owner's Commitments

4.1 The Owner confirms that they are the owner(s) of the Property and are entitled to let it out on an assured shorthold tenancy. In particular the Owner confirms that:

4.1.1 any consent required from a freeholder or superior landlord under the terms of the Owner's lease;

4.1.2 any consent required from the Owner's mortgagee; and

4.1.3 any consent required from the Owner's insurers has been obtained or will be obtained before any tenancy agreement is signed.

4.2 The Owner shall provide the Agent with two sets of keys to the Property and confirms that the Agent may make further copies of the keys as necessary.

4.3 The Owner shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

4.4 The Owner understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:

4.4.1 the Owner shall before a tenancy commences either:
a) provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or
b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner);

4.4.2 the Owner shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:
a) provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer; or
b) instruct the Agent to arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner) before the expiry date.

4.5 The Owner understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994. In particular:

4.5.1 the Owner shall ensure that all electrical equipment provided by the Owner at the Property complies with the Regulations; and

4.5.2 the Owner shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property.

4.6 The Owner understands that the Agent will be unable to market the Property unless a valid Energy Performance Certificate (EPC) is available. The Owner shall either provide the Agent with a valid EPC or instruct the Agent to arrange for an EPC to be prepared for the Property (at the cost of the Owner).

4.7 If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.

4.8 The Owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Owner shall comply with those obligations.

4.9 The Owner is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.

4.10 The Owner is aware of the statutory obligations placed on residential landlords by the FFHH Act. The Owner shall comply with these obligations. The Owner shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Owner will also comply with any orders issued by the courts under the FFHH Act.

4.11 The Owner understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. In particular:

4.11.1 the Owner shall before a tenancy begins either:
a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner);

4.11.2 the Owner shall either:

a) check that each alarm is in proper working order on the day a new tenancy begins; or

b) instruct the Agent to conduct such a check (at the cost of the Owner);

4.11.3 the Owner shall either:

a) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or

b) instruct the Agent to carry out such remedial action (at the cost of the Owner).

4.12 The Owner shall pay to the Agent in accordance with these Terms and Conditions:

4.12.1 the Commission; and

4.12.2 any other charges identified in the Agency Information or otherwise agreed between the Owner and the Agent.

4.13 If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.

4.14 At the commencement of a tenancy the Owner shall provide the Agent with a float of £1,000 to meet expenditure on behalf of the Owner.

4.15 When requested by the Agent the Owner shall add further sums of money to the float so that it remains at £1,000. And keep in line with other payment that Landlord would like Agent to cover (e.g. Ground Rent or Service Charge payment as additional services)

4.16 The Owner shall pay interest on Commission that is overdue by 7 days or more at the rate of 2 percent above the base lending rate of Barclays Bank plc from the due date until the date of payment.

4.17 The Owner shall notify the Agent if the Owner is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.

4.18 The Owner understands their obligations under the Tenant Fees Act 2019 as Landlord and will comply with these obligations.

4.19 Subject to compliance by the Agent with its obligations under these Terms and Conditions, the Owner shall indemnify the Agent against any liability (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur by reason only of its being held out as the Owner's agent.

5. Duration and Termination of Agency Contract

5.1 The contract between the Owner and the Agent shall come into force on the date specified in Agency information section and shall continue until terminated, subject to the following provisions.

5.2 During the Introduction Period either party may terminate the contract by giving to the other not less than 4 weeks written notice, to expire at or any time after the end of the first 8 weeks of the Introduction Period.

5.3 Upon the termination of the contract between the Agent and the Owner during the Introduction Period:

5.3.1 the Agent shall cease to promote, market, advertise or solicit tenants for the Property;

5.3.2 the Letting Commission shall be payable if a tenancy is granted to a tenant introduced by the Agent (but shall not be payable otherwise);

5.3.3 clause 6 (Renewal or Continuation of Tenancy) shall continue to apply if a tenancy is granted to a tenant introduced by the Agent (but shall not apply otherwise);

5.3.4 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).

5.4 During the Management Period either party may terminate the contract by giving to the other not less than 2 months written notice, to expire at or any time after the end of the first 8 weeks of the term of the tenancy agreement.

5.5 Upon the termination of the contract between the Agent and the Owner during the Management Period:

5.5.1 the Agent shall cease to manage the Property;

5.5.2 the Management Commission shall cease to be payable;

5.5.3 Letting Commission shall become payable in full (with credit being given for the monthly instalments paid prior to termination);

5.5.4 clause 6 (Renewal or Continuation of Tenancy) will continue to apply;

5.5.5 the Agent shall have no claim against the Owner for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Commission).

5.6 The rights to terminate the contract given by this clause 5 shall not prejudice any other right or

remedy of either party in respect of the breach concerned (if any) or any other breach.

5.7 If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner identifying that person or group of connected persons and the Owner shall be entitled, by giving not less than 1 months written notice to the Agent within 14 days after the notice from the Agent was given, to terminate the contract.

6. Renewal or Continuation of Tenancy

6.1 The Agent shall contact the Owner and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.

6.2 If the tenant remains in occupation after the expiry of the original tenancy agreement:

6.2.1 the Renewal Commission shall become payable in place of the Letting Commission; and

6.2.2 the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.

6.3 The Renewal Commission is payable:

6.3.1 in relation to the period starting on the expiry of the original tenancy agreement and ending two years after that date; and

6.3.2 where the original tenant (or one of the original joint tenants) remains in occupation of the Property.

7. Complaints and Redress

7.1 In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.

7.2 The name of the Agent's redress scheme is The Property Ombudsman.

7.3 A copy of the Agent's complaints handling procedure may be obtained on request.

8. Client Money

8.1 In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019 the Agent is a member of a government approved client money protection scheme.

8.2 The name and address of the Agent's client money protection scheme is SafeAgent, Cheltenham Office Park, Hatherley Lane, Cheltenham, Gloucestershire, GL51 6SH

8.3 A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

9. Nature of Agreement

9.1 The contract between the Owner and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

9.2 These Terms and Conditions together with Owner's Information, Property Information and Agency Information contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

9.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions or Owner's Information, Property Information and Agency Information, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of and provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms and Conditions shall continue to be valid as to the other provisions and the remainder of the affected provision.

10. Notices and Service

10.1 Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other shall be given by:

10.1.1 delivering it by hand;

10.1.2 sending it by pre-paid registered first class post; or

10.1.3 sending it by e-mail, telex, cable, facsimile transmission or comparable means of Communication; to the other party at the address given in the Owner's Information and Agency Information.

10.2 Any notice or information given by post in the manner provided by clause 10.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 7 day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

10.3 Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in clause 10.1.2 to the other party at the address given in the Owner's Information and Agency Information section within 24 hours after transmission.

10.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

11. VAT

11.1 These Terms and Conditions and the Agency Information detail the Agent's fees areninclusive of VAT and exclusive of VAT. If the rate of VAT is changed by the government, it is agreed between the parties that the Owner will be liable to pay the new rate of VAT from the date the new rate of VAT is chargeable regardless of whether the Agent has notified the Owner of the change.

12. Data Protection

12.1 The Agent (and others processing data on the Agent's behalf) hold and use information about the Owner and the Owner's representatives solely in order to carry out work for the Owner and to keep the Owner and the Owner's representatives informed of the activities carried out by the Agent and the associated partnerships referred to in paragraph 12.1 above. Information the Agent hold may be used in connection with this contract in other countries in which the Agent do business, some of which may not have laws to protect such information. Where this happens, the Agent will not be responsible for the consequences of any unauthorised use of such information in those countries. Where the Agent is processing personal data on the Owner's behalf then the Agent will only act on the Owner's instructions and the Agent will take appropriate measures to prevent the unauthorised or unlawful processing of it and against accidental loss or destruction of, or damage to, it.

12.2 The Agent may use some of the information the Owner provided (for example, names and addresses) to send information to the Owner about the Agent and its services. If the Owner do not wish to receive information about the Agent and its services, the Owner should inform the Agent immediately.

13. Security Deposit

13.1 Any Security Deposit received for an Assured Short-hold Tenancy (AST) must be handled and protected in accordance with a government authorised Tenancy deposit protection scheme (the Scheme).

13.2 The Agent is a member of the Tenancy Deposit Scheme (TDS) which is administered by:
West Wing First Floor The Maylands Building 200 Maylands Avenue, Hemel Hempstead, England, HP2 7TG
Tel: 0300 037 1001
Email: info@tenancydepositscheme.com
Website: https://www.tenancydepositscheme.com/

13.3 Where the tenancy is an AST, all Security Deposit held by the Agent is subject to the Terms and Conditions of the Scheme. By signing the Agreement the Owner agrees to abide by the regulations of the Scheme of which the Agent is a member.

13.4 In the event that the Owner hold the Security Deposit, the Owner warrants that the Owner will protect the Security Deposit in line with legal requirements and that the Owner will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the Security Deposit itself.

13.5 The Owner further agrees that the Owner will fully indemnify the Agent against any claim by the tenant howsoever arising, as a result of the Owner's holding the Security Deposit. The Owner will be required to provide proof of any membership of an authorised scheme.

14. House in multiple occupation (HMO)

14.1 An HMO is a house or a flat which is occupied by three or more unrelated persons, who do not form a single household and share amenities such as bathrooms. Failure to licence a property may result in a significant penalty. The Owner hereby warrants

to the Agent that the Owner has checked all applicable licensing requirements and have applied for (or already hold) the correct licence. The Owner agrees to provide to the Agent, upon the Agent's request, a copy of the licence (or draft licence or application). The Owner agrees to advise the Agent of any specific licensing conditions. The Owner must not name the Agent (or any of its employees) as the licence holder.

15. Guarantor

15.1 It is normal practice with residential tenancies for the Owner to accept a Security Deposit as security from the tenant. In some residential tenancies, the Owner may require a guarantor in addition to (or possibly instead of) a Security Deposit.

15.2 The Agent would recommend the Owner requires a guarantor if any of the following circumstances applies, these are examples only and is not an exhaustive list.

15.2.1 The tenant has a low income and the Owner and/or the Agent is unsure as to whether the tenant would be able to meet the rent;

15.2.2 The tenant has only recently moved to the UK.

15.2.3 The tenant has no rental history and the Owner and/or the Agent is unable to get references from a previous landlord.

15.2.4 The tenant is not resident in the UK, but the guarantor is.

16. Disclaimer

16.1 The Agent will carry out all services with reasonable care and skill. However, the Agent is unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the Owner for such events.

16.2 The Agent is not responsible for any legal steps for the recovery of rent or repossession of the property. Any legal proceedings must be instituted by the Owner and all costs are the responsibility of the Owner.

17. Relationship of the Parties

17.1 Nothing in these Terms and Conditions shall create or be deemed to create a partnership or the relationship of employer and employee between the Owner and the Agent.

18. Jurisdiction

18.1 These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English and Welsh courts.

19. Information about the right to cancel

19.1 You have the right to cancel this agreement within 14 days of conclusion of the contract. To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified on the Agency Information section). You may use the attached model cancellation form, but it is not obligatory.

19.2 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Model of Cancellation Form:
To: Goldstone Letting and Management Ltd
I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for agency services dated << >>.
Name: << >>
Address: << >>
Signature: << >>
Date: << >>

19.3 A Tenancy Agreement entered into between the Owner and a tenant is separate from this Agreement made between the Owner and the Agent. The cancellation of this Agreement will not terminate a Tenancy Agreement and the right to cancel set out in this condition relates solely to this Agreement.

20. Information about the Termination

20.1 In the event of termination during the tenancy, the Owner is required to give two (2) months' written notice and provide full contact details of the new agent appointed to take over the management services. Please note that it is a legal requirement for non-UK resident landlords to appoint a UK-based representative to handle all tenancy matters.

20.2 Notwithstanding any change of agent, should the Tenant originally introduced by the Agent remain in occupation of the Property, the Owner agrees that the Letting Fee as outlined in this Agreement shall continue to be payable for the remainder of the original tenancy term and for any subsequent extensions, renewals, or statutory periodic tenancies with the same Tenant or any associated party. This obligation shall survive the termination of this Agreement.

ACKNOWLEDGEMENT

I/We have read and agree to the Residential Lettings Agency Terms and Conditions (Fully Managed) which are detailed above.

I/We have completed and signed the Third-Party Consents to Letting form. If any consents are outstanding I/we will obtain them as soon as possible and will inform the Agent in writing when any consent is obtained.

I/We wish to appoint the Agent to market the Property and manage the Property during the tenancy.

I/We confirm that by entering into a letting I/we will not be in breach of any restriction (including planning control, restrictions in the title deeds and mortgage conditions).

I/We request the Agent to commence marketing of the Property immediately and not to wait for the 14-day cancellation period referred to below to expire.

I/We acknowledge that if I/we exercise the right to cancel I/we will be liable to pay the Agent an amount that is in proportion to what has been performed up to the date of communication of cancellation, in comparison with the full coverage of the agreement.

I/We acknowledge that I/we will lose the right to cancel once a letting has been agreed with a tenant introduced by the Agent.

To be signed by all Owners.

SIGNATURE: _____

DATE: _____

AGENT'S DECLARATION

I have explained the terms of the agency contract to the Owner and have given them the opportunity to read the Residential Lettings Agency Agreement (Fully Managed Service).

To be signed by the Agent:

SIGNATURE: _____

DATE: _____

LETTER OF AUTHORITY

_____

To whom it may concern,

I/We, _____

the undersigned are the legal owners of the following residential Property:

_____

I/We, formally authorize **Goldstone Letting and Management** to handle all property bills payment for the above mentioned property. The scope of this authorization includes but is not limited to:

- Council tax account administration
- Property access for viewings, contractors, surveyors, and other inspections and assessments
- Aftercare and/or snagging visits, repairs, and making good works
- Service charge and/or ground rent account administration
- Utility account administration
- Key, secure card, secure access fob, and secure access remote handling, copying, and purchasing
- Buildings insurance policy administration
- Correspondence type and address changes

This authorization is effective immediately and will remain in effect until further notice.

In the event that you have to contact Goldstone Letting and Management for further enquiries, their postal address and contact details are as follows:

Goldstone Letting and Management, Floor 6, 29-30 Cornhill, London, EC3V 3NF

Email: property-management@thegoldstone.co.uk

Phone: 020 8078 2407

As the legal owner(s) of the Property listed above,

SIGNATURE : _____

EMAIL : _____