



LETTINGS TERMS & CONDITIONS OF BUSINESS

This is an agency agreement between the client/s named in the Confirmation of Instructions (You) and TMS Management Solutions Limited, Trading as TMS, The Town House, 123-125 Green Lane, Derby, DE1 1RZ (Us, We) relating to the letting of the property detailed in the Confirmation of Instructions (The property) and the management of tenancies.

Legal Update - Renters' Rights Act 2025 and Related Reform

This agreement is intended to apply to residential lettings in England and must be read subject to the Renters' Rights Act 2025, the Housing Act 1988 as amended, the Tenant Fees Act 2019, the Homes (Fitness for Human Habitation) Act 2018, the Immigration Act 2014, safety regulations and any regulations, guidance or implementation dates brought into force after the date of this agreement. Where legislation prevents a clause from being enforced, the relevant statutory requirement will prevail, and the remainder of this agreement will continue to apply so far as lawful. This agreement is not a substitute for independent legal advice.

Sole Agency

You will be liable to pay our tenant find and management fee, in addition to any other costs and charges agreed, if at any time a tenancy is agreed with an applicant introduced by us or with whom we had negotiations about the property during our sole agency period or, with an applicant introduced by another agent during that period.

Marketing

We do not tie you in to any minimum marketing period. Marketing will continue, until the property is rented out or the agreement is terminated in accordance with the termination clause below.

Minimum Management Period

Once a tenancy is agreed with an applicant the minimum period of our agreement for management services is the period for which we are instructed to manage the tenancy, subject always to any statutory tenancy regime then in force. From 1st May 2026, most private residential tenancies in England are assured periodic tenancies and fixed term assured shorthold tenancies are no longer generally available for new lettings. After the minimum period, this agreement will continue until terminated in accordance with the termination clause below.

Continuing Service Once a Tenancy Ends

We will continue to act for you under the terms of this agreement when a tenancy ends by re-marketing the property to find a new tenant unless you terminate the agreement at the end of the tenancy.

Termination

- i. Prior to an applicant being approved by you, either party can terminate marketing by providing 2 weeks written notice of termination. No fees apply.
- ii. Once an applicant has been approved by you, but before a tenancy begins you can terminate this agreement by providing written notice of termination. Our tenant find fee of £300 inc VAT will be payable.
- iii. The Rent Collection or Management Service can be terminated by either party after the minimum management period, by providing 3 months' written notice of termination, unless a shorter notice period is required by law or agreed in writing.
- iv. Where a tenancy lawfully ends, the Rent Collection or Management Service can be terminated by either party by written notification of termination, subject to completion of any outstanding statutory, accounting, deposit, notice or handover obligations.
- v. The agent may terminate this agreement with immediate effect where the landlord fails or refuses to meet their obligations under any tenancy that is in place or fails to meet any other legal obligation placed upon them.



Nominated Person

In the event that there are multiple landlords a nominated person must be appointed as the main point of contact who will be given the sole responsibility and authority to act on behalf of all other landlords and parties with a connected interest. The nominated person will, on behalf of all other landlords and connected parties, make decisions in relation to tenancies, renewal of tenancies and any other fundamental decisions required.

Fees and Charges

All our services and fees are outlined within the Schedules. Please tick any additional services that you require. We will provide the services outlined within this agreement and those agreed in the Schedule, but we may discuss additional services with you should they become appropriate during the course of our agreement. We will only provide additional services with your written consent. You will be liable for certain agreed fees regardless of

whether any tenancy is agreed and our management fees are payable regardless of whether the tenant pays the rent. Wherever possible we will deduct any agreed fees from rents received and pay the balance over to you through bank transfer within 5 days of the funds being cleared in our account. Where we do not hold sufficient funds to do this or no rental is received by us we will invoice you for the amount due and the invoice must be settled within 14 days. Any interest accrued whilst we hold your money will be retained by us.

VAT

All our fees and charges are subject to Value Added Tax and this is included in all our quoted figures and percentages. Where any change in the VAT rate occurs in the future we will amend our invoice to reflect those changes.

Dual Fee Liability

This may occur where you have previously instructed another agent to market the property, or you have multiple agents marketing the property. You should check those agents terms of business to ensure you are clear on the potential for more than one agent's fees.

Right to Rent

As a landlord entering into a residential tenancy agreement, you have an obligation under section 22 of the Immigration Act 2014 not to authorise an adult to occupy your property as their only or main home under a residential tenancy agreement, unless they are present in the UK lawfully in accordance with immigration laws. We will conduct initial right to rent checks before you enter into a tenancy agreement with the applicant and advise you of the outcome of those checks. Where we are managing your property, we will also take responsibility for follow up checks where the applicant has a time limited right to rent and keep you informed of the situation. Where we are not managing your property the follow up checks will revert to you, where the applicant has a time limited right to rent.

Applicants

We will make all reasonable enquiries to assess applicant's and/or guarantor's suitability and provide you with advice regarding their suitability. These enquiries will include referencing/credit checks. We will provide our services with reasonable care and skill, but we cannot guarantee or provide any warranty about the payment of the rent, or your ability to obtain vacant possession at the end of a tenancy and we are not responsible if the tenant fails to pay rent or fails to vacate the property at the end of a tenancy. We are not responsible for any loss or damage that you suffer through the act, default or negligence of any tenant or third party.

Applicants and tenants may request permission to keep a pet at the property. You must consider any such request reasonably and may only refuse where there is a valid reason, taking into account the property, the proposed pet and any relevant superior lease, insurance or other lawful restrictions. Where permitted by law, you may require the tenant to bear the reasonable cost of pet-related insurance or other lawful permitted arrangements.

Tenancy Agreements

By signing this agreement, you are authorising us to enter into a tenancy agreement or written statement of tenancy terms on your behalf with a tenant that you have approved. Any such agreement or written terms must comply with the tenancy regime in force at the time, including the Renters' Rights Act 2025 where applicable. Any tenancy will be legally binding on you as the landlord and we do not accept liability for matters arising under it, except where caused by our negligence or breach of this agreement.

Where required, we will provide or arrange for the tenant to receive the statutory Renters' Rights Act information sheet, written tenancy terms and any other prescribed information or documents required before or during the



tenancy. You must promptly provide any information we reasonably require to comply with these obligations.

Tenancy Deposit Protection

You appoint any one of our employees to act as your agent for the purpose of taking and protecting any tenancy deposit that requires statutory protection. You also authorise the said employees to act on your behalf and sign the prescribed information certification required under the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Repairs and Maintenance

You authorise us to retain the agreed amount in a maintenance fund, as noted in the Confirmation of Instructions, and authorise us to initiate any repairs or maintenance that are required to the property throughout the term of the management agreement up to the retained float amount, without your prior approval. In circumstances of necessity or urgency, you authorise us to take immediate steps to rectify the problem. On completion of these or any other works throughout the Tenancy we will take the cost of repairs from the monies we hold on your behalf. In all other cases we will not undertake any works without your written approval and funds.

Void Periods

The Management Service does not include security or supervision of the Property when it is not let. The Landlord must make suitable arrangements to have the property checked during void periods; alternatively, we can discuss provision of this as an additional service.

Sale of the Property

If, after the commencement of a tenancy, unconditional contracts for the sale of the property are exchanged with the Tenant, or a member of the tenant's family, or an individual or business with which the Tenant has a financial connection with, we shall, subject to you signing our estate agent agreement, be appointed as your agent to handle the sale. Our commission for this will be 50% off our standard estate agency fee.

"To Let" Board

You give specific authority for us to erect a "To Let" board within the curtilage of the property, unless specific instructions to the contrary are provided. We accept liability for any claim arising in connection with the board, unless the action arises as a result of a further board being erected by another agent. The "To Let" board will remain our property at all times.

Personal Interest Declaration

Where any potential personal interest or conflict of interest does occur, we must disclose details to relevant parties. Please assist us by providing details on the Confirmation of Instructions.

Identification

We require you to provide categorical confirmation of their identity. In order to do this, but not be intrusive, we require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence. We may require this from all the owners of the property. Copies may be taken and held on file. We may also require the title deeds of the property, and a fee is payable where we need to obtain this.

Consumer Protection from Unfair Trading Regulations

Under consumer protection legislation, the Ombudsman's Code of Practice and the Renters' Rights Act 2025, anything we say or publish about your property must be accurate, complete and not misleading. A copy of the information we propose to provide will be forwarded to you. It is very important that you read this carefully and inform us immediately if there are any inaccuracies or missing material information. You must tell us anything that may affect an applicant's transactional decision, including matters relating to defects, restrictions, licences, safety, utilities, access, broadband or mobile coverage, parking, building works, service charges, pets, occupation limits or any other material issue.

Third Party Commission

When providing you with services we may instruct a 3rd party supplier/contractor to do the work required. We may receive commission from them. We will not request, encourage or accept rent above an advertised asking rent or



ask an applicant or tenant to bid against another applicant. We will not unlawfully discriminate against applicants or tenants because they have children or may receive benefits.

Client Money Protection Scheme (CMP)

We are a member of the Client Money Protect Scheme.

The Property Ombudsman

A copy of our complaints procedure is available on request and we are a member of The Property Redress Scheme, www.theprs.co.uk who you can refer to if you are not satisfied with the response we provide to any complaint. By entering into this agreement, you agree that if the Ombudsman asks for information about any aspect of our dealings with you, we can provide the information; whether that be in relation to a complaint, or their monitoring process.

Data Protection

We are registered with the ICO and we handle your data in accordance with the requirements of the GDPR. Please see the privacy policy on our website for further information on how we handle your data or ask a member of staff for more information.

Accuracy of Information

You warrant that all the information provided to us is accurate to the best of your knowledge and belief. In the event you provide any incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken you agrees to reimburse and compensate us for all losses suffered.

Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter. Each party acknowledges that in entering into this agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

Assignment

We reserve the right to assign our rights and or obligations under this Agreement to a third party upon giving you two months' written notice.

Acts of Third Parties

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party, which may arise, otherwise than through the negligence, omission or failure on our part.

Jurisdiction

This Agreement is governed by English law and is subject to the jurisdiction of the courts of England and Wales.

Schedules to this Agreement

- 1 CLIENTS FULL INFORMATION
- 2 SERVICES WE WILL PROVIDE TO YOU
- 3 LANDLORDS UNDERTAKINGS
- 4 ADVICE TO CLIENTS
- 5 ADDITIONAL SERVICES & FEES
- 6 DEPOSIT SCHEME INFORMATION
- 7 CANCELLATION RIGHTS

SIGNATURE:

(Landlord)

DATE:

PRINT NAME :

SIGNATURE:

(For and on behalf of TMS)

DATE:

PRINT NAME:

SCHEDULE 1

CLIENTS FULL INFORMATION

Please complete this Schedule in full. The information supplied will be used to set up our instruction, comply with legal and regulatory requirements, prepare marketing particulars, prepare tenancy documentation and manage the property where instructed.

CLIENT / LANDLORD DETAILS

Full name(s)

Correspondence address

Email address

Telephone number(s)

Date of birth

National Insurance number / tax reference

Non-resident landlord status Resident in UK: Yes / No HMRC approval number:

Nominated person, where more than one landlord

PROPERTY DETAILS

Property address to be let

Type of property House / Flat / Maisonette / HMO / Other:

Furnished status Unfurnished / Part furnished / Furnished

Number of bedrooms

Parking / garden / outbuildings

Included appliances and contents

Restrictions, covenants or superior lease requirements

Known defects, disputes, notices or material information

INSTRUCTIONS AND SERVICE LEVEL

Service required Tenant Find / Rent Collection / Full Management / Other:

Agreed asking rent £..... per calendar month

Security deposit £..... / maximum permitted by law

Holding deposit £..... / maximum one week's rent where applicable

Earliest marketing date

Earliest tenancy start date

Pets instructions Requests to be considered reasonably. Specific restrictions or reasons:
.....

Special instructions

LEGAL AND COMPLIANCE INFORMATION

Proof of ownership supplied Yes / No / To follow

Mortgage consent to let Yes / No / Not applicable / To follow

Freeholder or superior landlord consent Yes / No / Not applicable / To follow

Licence required HMO / Selective / Additional / None known / To be confirmed

EPC rating and expiry Rating: Expiry date:

Gas safety certificate Required: Yes / No Expiry date:

Electrical safety report Expiry date:

Smoke and carbon monoxide alarms Confirmed installed and working: Yes / No / To be arranged

Legionella risk assessment Completed / To be arranged / Not known

Insurance provider and policy number

BANK DETAILS AND PAYMENTS

Account holder name

Bank / building society

Sort code

Account number

Maintenance float authorised £.....

Invoice email address

CONTACTS, ACCESS AND UTILITIES

Emergency contact / keyholder

Access arrangements and keys supplied



Meter locations and readings Gas: Electricity: Water:

Utility suppliers Gas: Electricity: Water:

Alarm codes / appliance manuals / warranties

Preferred contractors

DECLARATIONS AND AUTHORITY

I/We confirm that the information provided in this Schedule is accurate to the best of my/our knowledge and belief. I/We authorise TMS Management Solutions Limited trading as TMS to use this information for the purposes of marketing, letting and/or managing the property, complying with legal obligations, carrying out identity and compliance checks, preparing tenancy documentation and liaising with tenants, applicants, contractors, deposit schemes, utility providers, local authorities, insurers, mortgagees and other relevant parties where reasonably necessary.

Client/Landlord signature

Print name

Date

Additional Client/Landlord signature

Print name

Date

SCHEDULE 2

SERVICES WE WILL PROVIDE TO YOU

- ✓ We will act with your best interests in mind at all times during our instruction period

- ✓ In order to market the property effectively and find suitable applicants we will -
 - Provide you with appropriate advice on your legal obligations when renting out a property
 - Provide an appraisal of the property and provide you with opinions on potential market rents
 - Agree with you a rental amount for marketing purposes
 - Advise you on the appropriate tenancy type, written tenancy information and tenancy terms, and agree this with you prior to marketing
 - Produce property details and a plan of the property
 - Where required, arrange for your legal obligations to be met prior to letting

- ✓ We will market the property in appropriate ways to attract suitable applicants and tenants. This will include -
 - Promoting the availability of the property through our offices and mailing lists
 - Display "To Let" boards at the property, where legally permitted
 - Advertise in the local press
 - Offering the property through our website and on other national websites
 - Accompanying applicants when viewing the property, unless otherwise instructed

- ✓ When applicants are found we will -
 - Negotiate with them on your behalf, but not request, encourage or accept any offer above the advertised rent
 - Make all reasonable enquiries to assess their suitability
 - Provide advice to you regarding suitability of applicants
 - We, or a third party instructed by us, will carry out referencing checks and credit checks of applicants and guarantors to ascertain their suitability and report back to you

- ✓ Tenants and Guarantors Suitability -
 - We will provide our services with reasonable care and skill, but we cannot guarantee or provide any warranty about the suitability of Tenants or Guarantors, or your ability to obtain vacant

possession at the end of a tenancy. We are not responsible for any loss or damage that you suffer through the act, default or negligence of any tenant or third party. We are not responsible if the tenant fails to pay rent.

- Warranties are available to cover the eventuality of non-payment of rent and further details can be provided on request.
- ✓ Once you have approved an applicant we will -
 - Conduct the legally required checks on the approved applicant to ensure they have the right to rent a property in the UK
 - Prepare a tenancy agreement or written statement of tenancy terms setting out the rights and obligations of both parties, including any lawful special terms that have been agreed. If you wish to use your own terms, please supply us with a draft within a reasonable time before the tenancy is due to commence. There may be an additional administration fee for using your document or if amendments are made by you or your solicitor to our standard document.
 - If you have authorised us to do so, we will enter into a tenancy agreement or provide written tenancy terms on your behalf with the applicant(s)
 - As legally required, provide the tenant with the “How to Rent” government guide
 - Provide the tenant with the Renters’ Rights Act Information Sheet and any other prescribed information required by law
 - Provide the tenant with all the legally required documentation, such as Gas Safety Certificate, EICR, EPC
 - Provide the tenant with any other relevant information and advice on starting the tenancy
 - Initiate and produce a full photographic and typed inventory and schedule of condition
 - Arrange for all necessary readings of meters at the commencement of the Tenancy
 - Arrange for this deposit to be held and protected, as legally required until the end of the Tenancy
 - Take the first month’s rent and any other lawful permitted payment, such as a security deposit, in accordance with the Tenant Fees Act 2019 and the Renters’ Rights Act 2025
- ✓ During the tenancy we will -
 - Collect rents on a monthly basis and pay monies owed to you within 5 working days of receipt of cleared funds in our client account
 - Pay monies due to you direct to your bank/building society
 - Provide statements of accounts to you each month
 - Provide an end of year statement or duplicate monthly statements on request
 - Deal with the tenant personally regarding all property and tenancy matters during the course of the tenancy, keeping you informed at all times

- Carry out visual inspections of the property every 3/4 months during the Tenancy *
 - Inform you, in writing of any required repairs noted or observed during the visual inspection
 - Initiate any repairs or maintenance that are required to the property throughout the term of the management agreement without your prior approval, where the cost does not exceed the amount we hold as a maintenance fund
 - In circumstances of necessity or urgency, we will take immediate steps to rectify the problem and deduct the cost of this work from monies we hold on your behalf or invoice you accordingly
 - In all other cases we will not undertake any works without your written approval and funds
 - Where we become aware of any breach of the tenancy we will inform you, advise you of the options available and take your instruction on how to remedy the breach
 - Carry out all management duties while we remain instructed and while we are aware of any problems arising out of the tenancy. Those duties will cease when this agreement is terminated or following completion of any agreed handover at the end of our instruction
 - We do not take any responsibility for the property during any void periods where an active Tenancy Agreement is not in place
 - On your instructions we will make reasonable efforts to recover your costs for any loss, damage or rent arrears
 - Advise you to instruct specialist solicitors to take further action in appropriate cases, but you will be responsible for any legal charges and expenses involved
 - Warranties are available to cover the eventuality of non-payment of rent and further details can be provided on request
- ✓ During the tenancy, where a change in rent or tenancy terms is being considered, we will –
- Contact you to discuss lawful options for any proposed change, including the statutory process for rent increases where applicable
 - Conduct lawful negotiations with the tenant on your behalf, where negotiation is permitted and appropriate
 - Prepare, amend and update written tenancy terms where this is lawful and required
 - If you have authorised us to do so, we will enter into any lawful replacement or varied tenancy terms on your behalf with the current tenant
- ✓ At the end of the Tenancy we will -
- Deal with the 'check out' process on your behalf and report back to you with our findings
 - Where appropriate, we will apply for the Deposit or part of the deposit to be retained
 - Where appropriate, we will advise you on handling any claim to be made against the tenant for damage, etc
 - Assist you in the preparation of any claim under a policy of insurance for damage to either your property and/or contents.



- Arrange for all necessary readings of meters at the end of the Tenancy, if we are made aware of the location of all meters and that they are easily accessible
- Discuss re-marketing and revising the rental figure to suit market conditions
- Re-market the property on your behalf

SCHEDULE 3

LANDLORDS UNDERTAKINGS

You, the Landlord undertake that:

- ✓ You are the owner/owners of the property, or you hold Power of Attorney on behalf of the owner/s.
- ✓ You have advised us of the names and addresses of any other owners.
- ✓ Any other owners agree to the letting of the property.
- ✓ You will comply with the Renters' Rights Act 2025 and related regulations, including the rules on assured periodic tenancies, the prohibition on section 21 notices, statutory possession grounds, rent increases, rent in advance, rental bidding, discrimination, pet requests, written tenancy information and any private rented sector database or ombudsman requirements when brought into force.
- ✓ You will provide proof of ownership of the property to be rented, if requested (suitable forms of documentation include original title deeds, mortgage statements and current building insurance policies).
- ✓ You will provide us with appropriate original photographic identification and proof of residency and any Power of Attorney documentation for all owners/interested parties, if requested and you agree we can retain copies of this identification.
- ✓ You agree that where there is more than one landlord there will be a nominated person as the main point of contact who will be given the sole responsibility and authority to act on behalf of all other landlords and parties with a connected interest. The nominated person is able to make decisions in relation to tenancies, renewal of tenancies and any other fundamental decision making on behalf of all other landlords and connected parties and that the nominated person's decision will be final in all circumstances.
- ✓ You have obtained consent from any mortgagee to let out the property.
- ✓ You will provide us with the name and address of any mortgagees of the property and will inform us should the mortgage fall into arrears.
- ✓ You have obtained consent from the freeholder, superior landlord or any other interested third party, if applicable to rent out the property.
- ✓ In the event that there are any restrictive covenants documented in a head lease you will provide us with full details of the covenants to pass on to any tenant.
- ✓ Where the property requires a mandatory or additional licence in order to be rented out (e.g. HMO licencing) you will obtain such licences.
- ✓ Where you are required to be licenced as a landlord (e.g. through RentSmart Wales or an English local authority selective licencing scheme) you will register and obtain the licence.
- ✓ Where the Energy Performance Certificate rating of the property is below the minimum standard required by law, you will not let or continue to let the property unless a valid exemption has been lawfully registered on the Private Rented Sector Exemptions Register.
- ✓ You will be responsible for any ground rent or other payments required to the freeholder.
- ✓ You will ensure an adequate level of Landlords Insurance cover is maintained throughout any tenancy in respect of the building and any contents you include as part of a tenancy. (It is essential that your Buildings and Contents policies are specifically for Landlords)

- ✓ You will provide us with a copy of your current landlord insurance policy for the property.
- ✓ You will ensure that a valid gas safety report is in place at the start of the tenancy and ensure it is updated annually, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise us to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will ensure that a valid Energy Performance Certificate is in place at the start of the tenancy and ensure it is updated every 10 years, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise us to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will ensure that a valid electrical safety report is in place at the start of the tenancy and ensure it is updated every 5 years, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise us to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will provide the property in a good condition, appropriate for letting and agree to make us aware of any ongoing maintenance problems before the start of the Tenancy. Our appropriate fee will apply.
- ✓ You provide us with permission to take appropriate steps to bring the property up to the required level of safety, where it is essentially required, at your expense.
- ✓ Where you authorise us to hold a maintenance fund you authorise us to initiate required repairs or maintenance without your prior approval.
- ✓ You will be responsible for the cost of any repairs to the property.
- ✓ You have been made aware of your legal obligations regarding letting of the property by us and that you will ensure requirements are complied with.
- ✓ You will promptly investigate and remedy reported defects, hazards, damp, mould, excess cold, disrepair or safety issues and will cooperate with any future Decent Homes Standard, Awaab's Law or similar private rented sector requirements when they are brought into force.
- ✓ You will be responsible for the payment of solicitor's fees and all related costs incurred with regards to any proceedings necessary arising out of any breach of the Tenancy Agreement by the Tenant.
- ✓ You will be responsible for the property in all respects until commencement of the Tenancy and immediately upon its termination.
- ✓ You will duly observe all Landlords' covenants in the Tenancy Agreement.
- ✓ You indemnify us against any costs incurred as a result of actions taken by the tenant, or any other parties, and indemnify us against all reasonable costs incurred whilst acting on your behalf.

SCHEDULE 4

ADVICE TO CLIENTS

THE ADVICE PROVIDED WITHIN THIS SCHEDULE IS PROVIDED TO ENSURE YOU ARE AWARE OF YOUR BASIC OBLIGATIONS AND RISKS WHEN RENTING OUT A PROPERTY. IF REQUIRED, WE CAN ASSIST WITH FURTHER INFORMATION ON ANY OF THE MATTERS OUTLINED. CERTAIN OBLIGATIONS ARE HANDLED BY US AS PART OF THE SERVICES WE PROVIDE TO YOU. SEE THE PREVIOUS SCHEDULES FOR CLARIFICATION OF WHAT IS INCLUDED WITHIN THE DIFFERENT SERVICES. EVEN IF THE OBLIGATION IS NOT HANDLED AS PART OF THE SERVICE YOU REQUIRE, WE WILL BE ABLE TO ASSIST YOU IN MEETING IT. PLEASE ASK US FOR FURTHER INFORMATION.

OBTAINING APPROPRIATE PERMISSIONS

MORTGAGES

It is essential for formal permission to be obtained from any mortgage lender. If you have an existing mortgage secured against the property you propose to let you must approach your mortgage company before entering into any formal tenancy agreement. Most Lenders publish a list of conditions to be met, including sight of the Tenancy Agreement, before they will grant permission. Most would charge a nominal sum to cover administration costs. We require confirmation from you that permission is, or will be, granted before proceeding to find a tenant. If the mortgage lender imposes any special conditions on the letting of the property you must inform us prior to a tenant being found, because once a tenancy is granted no further conditions can be imposed upon the tenant or inserted within the tenancy agreement.

LEASEHOLD PROPERTY

In the case of leasehold property, the Head Lease may make specific reference to sub-letting which may mean you require permission to sub-let from your Superior Landlord. Also, some management committees require an interview with prospective tenants. Often the lease will contain covenants affecting the tenant so we will require a copy of the lease to pass on to any tenant. If your lease requires consent from the superior landlord prior to letting it is your obligation to obtain consent and to pay any costs incurred to obtain the consent.

MANAGEMENT FEES/GROUND RENT

If you are a Lessee and pay periodical payments to a Landlord or an estate "Management Company" you should arrange to pay these direct. *It is not the Tenants responsibility to pay management fees/ground rent on your behalf.* You may also need The Lessor's written permission to let your house and you should check the terms of your Lease for this.

WATER BILLS (Landlord TAP)

We recommend that you register, at the commencement of the tenancy, on TAP (tenant address portal for water billing in England and Wales). This can protect you from becoming liable for any unpaid water bills the tenant may incur.

COUNCIL TAX

The ruling for council tax varies from council to council and you should therefore check on the official government website to clarify whether you are able to apply for any discounts whilst your property is in a void period. Whilst a tenancy is active Council Tax is the responsibility of your tenant. However, if your tenancy goes into a periodic contract this may affect Council Tax responsibility. Please use this link to investigate your own personal situation: <https://www.gov.uk/council-tax/second-homes-and-empty-properties>

BUILDINGS & CONTENTS INSURANCE

You should make certain that your property and any contents that you leave as part of the tenancy agreement are adequately insured and that your policy covers you for letting out the property and includes public liability insurance. Many domestic household policies will not be sufficient. Check with your insurer. It is your responsibility to make sure this insurance remains in force during the full term of the tenancy.

ENERGY PERFORMANCE CERTIFICATE (EPC)

A valid EPC is required for all properties offered for rent. The EPC must at least be commissioned before marketing commences and should be in place within 7 days. If it is not in place within 28 days the property must be withdrawn from the market until the EPC is available. The energy rating of a residential rental property must be at least E rated. Residential Properties rated F or G cannot be rented out, unless you, the landlord, have a personal exemption that is registered on the Private Rented Sector Exemptions Register.

UTILITIES & MAINS SERVICES

VOID PERIODS

Tenants may leave the mains water on; central heating systems running; mains electric on and more. We do not accept any responsibility or liability for tenant's actions on vacation of the property. In void periods you are responsible for all utilities, council tax and insurance. You are advised during the winter months to ensure that water systems are drained down or leave some form of heating on to avoid burst pipes.

TELEPHONE

If a telephone service is currently supplied to your property, then it is usual for you to terminate the supply with British Telecom or whoever your supplier is. The tenant will then enter into a new agreement with whichever supplier they choose. It is not, however, possible to require a tenant to maintain a telephone at the property and, since this becomes a private arrangement, the telephone number may be altered by British Telecom/cable without reference to you. Should any tenant not require the telephone service, then the service is terminated and a re-connection charge will be due if you resume personal occupation.

MAIL

Before vacating the property it is advisable to arrange for the Post Office to re-direct mail, since neither we, nor the Tenant can be held responsible for your mail, which may go astray.

SAFETY OF THE PROPERTY

HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018

This legislation is linked to the Landlord and Tenant Act 1985 and it places obligations on landlords to ensure their rental properties are generally safe and fit for habitation. Failure to meet these general requirements can result in punitive penalties being imposed by local authorities. The general requirements are that the property should -

- Generally, be in good condition
- Not have damp problems
- Not be unsafe
- Have enough natural light
- Have enough ventilation

- Have a supply of hot and cold water
- Have adequate drainage
- Have appropriate toilet and bathroom facilities
- Have adequate kitchen facilities to cook food and wash up

SPECIFIC SAFETY OBLIGATIONS

GAS INSTALLATION

Where the property has a gas supply the Gas Safety (Installation & Use) Regulations 1998 require all landlords to have all gas appliances and installations inspected prior to a tenancy commencing and on an annual basis thereafter. The work must be carried out by a qualified GASSAFE technician and can be arranged by your own fitter or through our us. If it is your own fitter we will require a copy of his GASSAFE registration and public liability insurance as well as a copy of the safety check certificate prior to the start of the tenancy.

ELECTRICAL WIRING

You must obtain Electrical Inspection Condition Report (EICR) from a qualified and competent electrical engineer to ensure the electrical installation is safe and meets all legal safety requirements. This EICR report must be renewed at least every 5 years. The report must be passed to the tenant at the start of the tenancy.

ELECTRICAL APPLIANCE SAFETY

Before the commencement of a tenancy and on a regular basis during a tenancy all portable electric appliances included within the tenancy agreement should be electrically tested (also known as PAT testing) to confirm they meet the Electrical Equipment (Safety) Regulations 1994 and the Consumer Protection Act 1987.

INSTRUCTIONS FOR THE SAFE USE OF APPLIANCES & EQUIPMENT

For the tenant's safety and to ensure they look after your property and contents you must provide instructions for the safe use of anything remaining at the property. In particular instructions for use of central heating systems, cookers and other electrical and gas appliances must be provided. Additional guidance notes should be provided detailing where stop cocks, meters and burglar alarm controls are situated.

UPHOLSTERED FURNITURE

Any upholstered furnishings (excluding carpets and curtains) that are left in furnished properties must conform to the Furniture & Furnishing (Fire) (Safety) (Amendment) Regulations 1993 and have the original manufacturers labels attached to them. Where we manage the property, we reserve the right to remove the item from the property and to store or dispose of it at the Landlord's expense if no label is attached.

LEGIONELLA BACTERIA IN WATER SYSTEMS

You are required to undertake a formal risk assessment of the water systems within the property to be let. You have a legal duty to ensure that the risk of a tenant's exposure to Legionella is properly assessed and controlled. You can carry out a risk assessment yourself or employ a professional to carry it out for you.

GLAZED DOORS

If internal glazed doors and partitions are fitted it is important that they are either glazed in toughened glass, have safety film over them or the panels are taken out.

WINDOW BLINDS

All internal window blind cords must meet British Standards for safety of children. If children were to reside at the property you would not be permitted to rent it out unless the internal window blinds complied with the minimum breaking point required. Blinds on the market currently do comply, but please ask if you require more information.

SMOKE ALARMS

All properties built from June 1992 must have mains fitted smoke alarms with battery backup. All other older properties must also have smoke alarms fitted in an appropriate place on each floor of the property. These can be mains or battery operated. It is the landlord's obligation to be able to show that they were in working order at the start of the tenancy. Instructions on the use of the alarms must also be provided to the tenant. As part of the tenancy the tenant will become responsible for changing the batteries once the tenancy starts.

CARBON MONOXIDE ALARMS

A carbon monoxide alarm is required in any room of the property that contains a solid fuel burning combustion appliance. These can be mains or battery operated. It is the landlord's obligation to be able to show that they were in working order at the start of the tenancy. Instructions on the use of the alarms must also be provided to the tenant. As part of the tenancy the tenant will become responsible for changing the batteries once the tenancy starts.

WOOD/SOLID FUEL BURNING STOVES

These appliances must be safe and as such a safety certificate provided by HETAS is required prior to the commencement of the tenancy.

BANISTERS

Suitable banisters and hand rails must be fitted to stairways and be properly maintained so as not to provide a danger to tenants.

POLYSTYRENE CEILING TILES

These are a fire hazard and should be removed before a tenant can occupy the property.

OIL-FIRED CENTRAL HEATING SYSTEM

If such a system is installed in your property, you will need to take a tank reading prior to any tenancy starting, together with the capacity of the oil tank. This and full details of the supplier must be provided to the tenant. We recommend that all oil appliances are serviced and safety checked regularly.

PONDS

If there is a pond in the garden and children are to occupy the property precautions must be taken to make the area safe.

PROTECTING YOUR OWN INTERESTS

PROPERTY FRAUD

Over the years owners 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 email address and an address abroad. All landlords should go to the Land Registry website www.gov.uk/protect-land-property-from-fraud for guidance and the relevant registration form.

INVENTORIES AND SCHEDULE OF CONDITION

This is a vital process for a landlord, especially where a security deposit is taken. It is your obligation to PROVE that the tenant damaged your property/contents. Therefore, if the tenant causes any damage and you do not have an inventory and schedule of condition report undertaken there is little chance of retaining any of the deposit at the end of the tenancy. Furthermore, if the damage repairs cost more than the deposit amount it will be very difficult to succeed with any civil claim against the tenant to recover those costs. Please ask us for more information.

GAS-FIRED CENTRAL HEATING SYSTEM

If you have a Maintenance & Service Agreement provide details to the tenant, including the relevant Service Contract number and who to contact. A copy of the contract should be left at the property for use by the tenant in case of emergency.

FITTED CARPETS

It is not the responsibility of a landlord to replace fitted carpets during the period of a tenancy unless they provide a risk caused by fair wear and tear. We recommend that you provide fitted carpets where appropriate to attract a tenant. If your property is an upper floor self-contained converted flat, then the floors must be hard boarded to create a fire barrier before the carpets are laid.

FURNITURE, DECORATIONS AND FITTINGS

It is possible to let your property either furnished, part furnished or unfurnished. However, fitted carpets and curtains should remain in all properties. The majority of tenants prefer unfurnished properties. If you leave equipment such as washing machine, dishwasher, freezer or similar items these can be included in the inventory with the stated observation that any repair costs due to accidental damage will be at the tenant's expense. Please remember that your property will be subjected to the stresses and strains of everyday living and you may incur costs due to fair wear and tear of any items you include within the tenancy agreement. We must emphasise that it is vital you remove any items not easily replaceable or of exceptional value.

REPAIRS

You have a legal responsibility to keep the structure and exterior of the property in good repair including walls, roof, guttering, drains, external pipes and any flagstones or steps giving access to the property. The landlord must also keep in repair and "proper working order" all installations for the supply of gas, electricity and water, sanitary installations and any installations that provide heating or hot water. To avoid unnecessary bills, it is sensible to have any major items of equipment serviced prior to a tenancy and to consider taking out service contracts.

DRAIN DOWNS

During the winter months, if the property is unoccupied, we would recommend the general plumbing and central heating systems are drained down. We can undertake to carry out this work if requested, the charge being paid from the rental account.

GARDEN/HEDGES

You need to provide the tenant with the appropriate tools to maintain the garden and hedges. Tenants will not generally maintain the garden if it is not in good order when they take up occupation. We therefore recommend the garden is presented in a good order at the start of any tenancy. In certain situations it is advisable to include appropriate gardening equipment within the tenancy to assist the tenant and ensure the garden is maintained to a good standard.

THE TENANCY

RENTERS' RIGHTS ACT INFORMATION SHEET AND WRITTEN TERMS

Where required, landlords and letting agents must provide tenants with the government Renters' Rights Act Information Sheet and written information about the tenancy. Existing written agreements may continue, but statutory changes override inconsistent terms. For new tenancies, written terms should be provided before the tenancy is entered into.

TYPES OF TENANCY AGREEMENT

From 1 May 2026, most private residential tenancies in England are assured periodic tenancies. Assured shorthold tenancies and new fixed terms are generally no longer available for ordinary private residential lettings. Tenants can usually end an assured periodic tenancy by giving at least two months' notice, unless a shorter notice period is agreed in writing. Landlords can only recover possession by using a valid statutory possession ground and following the correct notice and court process.

THE RENT

The rent quoted to a tenant should exclude all outgoings for which you are responsible (i.e. property buildings insurance, ground rent, service charges etc.). Landlords are not responsible for gas, electricity, telephone, water rates including sewerage and environmental charges, fuel oil (if applicable) and the council tax; all of these are the tenant's responsibility.

Rent increases for assured periodic tenancies must follow the statutory process in force at the time. From 1 May 2026, rent may generally be increased no more than once in any 12-month period using the prescribed process and giving at least two months' notice. Tenants may challenge a proposed increase they consider to be above the open market rent.

A landlord or agent must not demand or accept more than one month's rent in advance once the tenancy agreement has been signed and must not ask for or accept rent before the agreement is entered into, except where the law permits a holding deposit or other permitted payment.

A landlord or agent must not ask for, encourage or accept rent above the published asking rent for a property. We will market a property at a stated rent and will not run or accept rental bidding.

DISABILITY DISCRIMINATION

RENTAL DISCRIMINATION

You must not refuse, discourage or impose worse terms on an applicant or tenant because they have children, may receive benefits or have a protected characteristic under the Equality Act 2010. We will not market or manage the property in a way that breaches these requirements.

You may need to make reasonable minor adjustments to the property, if your tenant is disabled in any way and they request changes. For example:

- replace signs or notices
- change taps or door handles
- replace or adapt doorbells or entry systems
- change colours to walls, doors or other surfaces

You will not be required to make any changes that would involve removing or changing the physical features of the property, such as, alter the walls, floors or windows.

LEGAL PROTECTION - RENT ARREARS

No matter how carefully a tenant is vetted, the future cannot be predicted. Redundancy, lengthy illness or matrimonial upset all affect tenants who may then not pay the rent or abscond. Sometimes, these and other problems can only be resolved by legal action and we would recommend you take out a legal protection insurance policy to cover any costs that would be incurred.

ENDING A TENANCY

Unless the tenant voluntarily surrenders possession of the property, it will be necessary to use the correct statutory notice and possession process. Section 21 “no fault” notices can no longer be used for most private residential tenancies in England. A landlord seeking possession must rely on an available statutory ground, normally under section 8 of the Housing Act 1988 as amended, and may need to obtain a court order if the tenant does not leave. Where you instruct us to manage your property we can assist with administration and liaise with solicitors, but legal advice may be required.

Notice periods and possession grounds vary depending on the reason for possession. Before serving any notice, you should check that the relevant statutory ground is available, that any required preconditions have been met, and that the current prescribed form and notice period are used.

HOUSE IN MULTIPLE OCCUPATION (HMO)

A HMO is basically defined as a “house occupied by persons who do not form a single household”. If the house is going to be in multiple occupation it may require a local authority HMO mandatory licence or it may require a non-mandatory or additional licence with the local authority. Local authorities have differing standards depending on a host of issues relating to the property. Compliance is vital and so you should determine what the requirements are for your property before considering making the property

available as a HMO. We can assist you if requested. Should you wish to market your property as a HMO through us we will require copies of all relevant documentation and your HMO licence prior to marketing.

TAX

LANDLORDS TAX IMPLICATIONS

The income from letting your property is taxable. It is in your best interest to seek qualified advice from a Tax Advisor or accountant. The Inland Revenue instruct Letting Agents annually to provide details of all Landlords. We provide monthly financial statements to assist you in this aspect of your financial planning (see landlords undertaking).

LANDLORDS RESIDING ABROAD

If you are a member of H.M. Forces you will be responsible for the payment of tax direct to PD5 at Cardiff, subject to us receiving a waiver of liability from that Department. If we do not receive a waiver we will deduct tax at basic rate and send the money to the Inland Revenue quarterly.

If you are a civilian resident outside the U.K. for more than six months in any tax year, whether for work purposes or other reasons then the tax authorities will assess this company for tax due. In these cases we must retain a portion of the rental to meet this tax assessment, unless we have authority from the Inland Revenue to pay the rent to you without making a retention for tax. You can obtain an approval number from the Inland Revenue. Information and forms can be found online at the non-resident landlord section of the HMRC website: www.hmrc.gov.uk/cnr/nr_landlords.htm

Please note that your tax affairs must be up to date to qualify for this approval. Until that approval number is given to us by the Inland Revenue, we are legally obliged to deduct tax from your rental income at the prevailing rate. This money is forwarded to the Inland Revenue on a quarterly basis. If you are not



accepted into the Non-Resident Landlord Scheme, we must deduct tax from your letting income. If the tenant pays you direct and he has not received approval from the Inland Revenue to pay the rent gross he must deduct tax and forward that to the Inland Revenue on your behalf. No person is exempt from this scheme.

SCHEDULE 5

SERVICE LEVEL FEES (Inc VAT)		
TENANT FIND	£420.00	
PROPERTY MANAGEMENT	10.8% of the agreed rent (payable monthly for the term of this agreement)	
ADDITIONAL SERVICES (Ask for more detail, if required)		
SERVICE	FEE + VAT	TICK IF REQUIRED
OBTAINING TITLE DOCUMENTS	From £35	
ENERGY PERFORMANCE CERTIFICATE (EPC)	From £75	
ANNUAL LANDLORD GAS SAFETY CERTIFICATE	From £75	
ELECTRICAL INSPECTION CERTIFICATE	From £145	
ELECTRICAL PAT TEST (for up to 3 appliances)	From £20	
LEGIONNAIRES DISEASE RISK ASSESSMENT	From £75	
SMOKE ALARM INSTALLATION	From £45	
CARBON MONOXIDE ALARM INSTALLATION	From £45	
TENANCY RENEWAL	N/A	
PROPERTY INSPECTIONS	INC	
ATTENDING CONTRACTOR VISITS	£75	
NEGOTIATING RENT INCREASES	£75	
HMRC TAX DEDUCTING	£50	
PROFESSIONAL HOUSE CLEAN	From £125	
PRE-TENANCY GARDENING	From £100	
VOID PERIOD MANAGEMENT	N/A	
SERVING STATUTORY NOTICES	INC	
FEES WE MAY CHARGE APPLICANTS AND TENANTS		
Holding Deposit	1 week’s rent	
Security Deposit	5 Week’s rent Maximum	
Keys/security device replacement	Charged at cost + agents time at a rate of £15/hour	
Early termination of a tenancy where permitted by law	£300	
Removal a tenant	Inclusive of Management Fee	
Addition of a new tenant	£50	
Changing a tenant	£50	
Change to rental payment date	£50	
Amend the tenancy to allow a pet	£50	
Late payment of rent charged at a daily rate	3% above Bank of England base rate (per annum)	

SCHEDULE 6

DEPOSIT SCHEME INFORMATION

DPS

Where a tenant pays a deposit in connection with an assured tenancy that requires statutory protection, the deposit will normally be a sum equivalent to no more than five weeks' rent where the annual rent is below the statutory higher-rent threshold, unless a different statutory cap applies. It must be protected through one of the government-authorised tenancy deposit protection schemes within the required time limit.

We are a member of the Deposit Protection Service, The Pavillions, Bridgewater Road, Bristol, BS99 6AA,

email: contactus@depositprotection.com or telephone: 0330 303 0030.

We will send the deposit to The Deposit Protection Service and any interest accrued thereon will not be credited to either you or the tenant.

Overview of how the Service works

- 1 The Tenant pays us the Deposit in accordance with the terms of the Tenancy agreement. We protect the Deposit with the Custodial Scheme of the DPS within 30 days of physically receiving it.
- 2 Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Landlord and Tenant.
- 3 At the end of the Tenancy, you and the Tenant should attempt to agree the basis for distribution of the Deposit to the Landlord, Tenant or the Third Party (if any).
- 4 The Landlord and Tenant must complete a Joint Repayment Form confirming:
 - i. the amount of the Deposit repayment that is agreed
 - ii. any amount of the Deposit repayment that is not agreed.
 - iii. Any agreed amount of the Deposit will be paid out by The DPS in accordance with the Joint Repayment Form within 10 calendar days.
 - iv. If there is a Dispute regarding the repayment of all or part of the Deposit the dispute will be dealt with in accordance with their Terms & Conditions.
 - v. If a Landlord has no current address for the Tenant or the Tenant fails to respond to the Landlord's written notice requiring that the Landlord be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Landlord may follow the Single Claim Process.
 - vi. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant may follow the Single Claim Process.

Further information on the scheme is available at www.depositprotection.com

Where you instruct us that you do not want us to protect a tenancy deposit

- Where you wish to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it.
- By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it.

- You must also give the tenant(s) and any Relevant Person the statutory 'prescribed information' about the deposit.
- If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- Failure to protect the deposit or give prescribed information may prevent or delay the use of certain possession procedures and may expose you to financial penalties or compensation claims.
- If you instruct us that you do not want us to protect the deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

SCHEDULE 7

CANCELLATION RIGHTS

Where you are a consumer client and this contract was agreed off our premises in our presence you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. 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. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to us at TMS, The Town House, 123-125 Green Lane, Derby, DE1 1RZ. You may use the attached model cancellation form, but it is not obligatory.

We are unable to begin marketing your property for 14 days unless you provide us with specific instructions to do so. Please indicate the date you would like us to begin marketing within the signature box in the Confirmation of Instructions.

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include reasonable expenses incurred for advertising and preparation of property particulars, etc.

CANCELLATION NOTICE

If you wish to cancel this contract you must do so in writing and deliver your notification personally or send it to us by post within 14 days. You may use this form if you wish, but you do not have to.

CANCELLATION NOTICE

To: TMS, The Town House, 123-125 Green Lane, Derby, DE1 1RZ

I/We hereby give notice that I/we cancel the contract for the supply of agency services that was agreed on in relation to my/our property at: *(Enter the property address)*.

I/We understand that I/we may be liable for the expenses/fees, as outlined within the agreement I/we signed.

Client/s name & address:

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Signed: Dated:

.....

Signed: Dated:

.....