

**MANAGEMENT /  
PART MANAGEMENT TERMS & CONDITIONS**

**1. Appointment and Authority**

- 1.1. Upon and subject to the terms and conditions of this agreement the landlord appoints the Agent to be his agent for the management and letting of the Property and the Agent accepts such appointment.
- 1.2. The Landlord authorises the Agent to act on his behalf and do anything which the Landlord could do himself in respect of the letting and management of the Property and undertakes to ratify everything by the Agent in good faith in that
- 1.3. The Landlord shall indemnify the Agent against all expense claims and liabilities incurred by the Agent in the proper performance of the Agents obligations under this Agreement.
- 1.4. The Landlord shall not appoint any other agent to manage, let or advertise the Property during the continuance of this Agreement.

**2. FEES AND CHARGES**

- 2.1. The Landlord shall pay to the Agent:
  - 2.1.1. A letting fee of 75% of months' rent plus VAT for the introduction by the agent of each new tenant payable at the creation of each new tenant.
  - 2.1.2. An ongoing management charge of 12% of gross rents collected plus VAT.
  - 2.1.3. The cost of advertising undertaken by the Agent subject to a maximum of 0.00 per letting.
  - 2.1.4. A fee of 37.5% of month's rent plus VAT for each re-letting to an existing Tenant.
  - 2.1.5. A charge for the completion of a full household inventory including all contents at the commencement of the tenancy. This charge will not be applicable should landlords provide their own satisfactory inventory prior to the commencement of the tenancy. Charges will be applied at:

Studio	£50.00
1 Bed	£60.00
2 Beds	£70.00
3 Beds	£80.00
4 Beds	£100.00
5 Beds	£120.00
6 beds	£140.00

All prices are based upon each property containing a maximum 2 bathrooms and 2 reception rooms. An additional charge of £15 will apply for each additional bathroom, and reception

room, and £20 per bedroom on the Inventory Report. In addition to this, charges may vary depending on the level of furnishings and consideration to the external amenities like garden areas and out buildings.

- 2.1.6. Such other charges agreed in writing.
- 2.2. Without prejudice to the obligations of the Landlord to pay such sums on demand the Agent shall be entitled to deduct any amount due to the Agent from any monies otherwise due to the landlord.
- 2.3. The Landlord is responsible for the immediate remittance of funds to the Agent if the income is insufficient to cover expenses. The Agent is not responsible for late charges due on any payment made on the landlord's behalf, if due to a cause beyond The Agents control.
- 2.4. The Landlord shall reimburse the Agent promptly for any monies, which the Agent may elect to advance for Landlord expenses. Nothing contained herein, however shall be construed to obligate the Agent to make any such advances.

**3. INITIAL LETTING DUTIES**

- 3.1. Each letting of the Property is to be either:
  - a. An Assured Short Hold Tenancy
  - b. A Holiday Letting Agreement
  - c. A Company Letting Agreement
  - d. A Live In Landlord Agreement.
- 3.2. The agent will, in connection with any proposed letting:
  - 3.2.1. Advise on the then current rental value of the Property.
  - 3.2.2. Accompany suitable prospective tenants to visit the Property, as the Agent may deem necessary.
  - 3.2.3. Show prospective tenants around the property, and take up references on them. References are a guide to historical behaviour, not a guarantee of future performance. Please advise us if you wish to appoint the Tenant or if you wish us to choose the Tenant for you.
  - 3.2.4. Offer you Insurance at the time of valuation that guarantees the payment of rent if the Tenant Defaults. If you do not take it, then it is not our fault if the Tenant subsequently defaults.
  - 3.2.5. Prepare and serve any relevant notice. If necessary we will gain relevant legal advice.
  - 3.2.6. Prepare the tenancy agreement, sign it on behalf of the Landlord and arrange for the tenant to sign the counterpart.
  - 3.2.7. When a Tenant is approved, we shall take a month's deposit and a month's advance rent. We shall sign a 6 to 12 month Tenancy Agreement on

your behalf. We shall serve a S21 notice upon the tenant. We shall hold the deposit as stakeholder.

3.2.8. Prepare an Inventory of the contents of the Property and a broad descriptive Schedule of the condition of the decoration of the Property.

3.2.9. Take any other steps which seem to the Agent to be appropriate.

#### **4. GENERAL MANAGEMENT DUTIES**

4.1. The Agent will, in connection with any letting:

4.1.1. Collect rent and all other payments due from the Tenant.

4.1.2. If the tenant is late with rent, or fails to comply with some other term of the Agreement we shall communicate with the tenant via one or a combination of the following methods: SMS text message, email, by letter and telephone.

4.1.3. We shall keep you up to date of the situation. Once the tenant is late with the second monthly payment we shall issue a Section 8 Notice. We shall advise you of the situation. At that time, if they still owe 2 months at the date of a Court hearing for Possession, the Court has to make a Possession order.

At that point we shall write to you, and advise you of the need to seek a Solicitor or issue a County Court summons yourself. We cannot issue a summons for you or attend court on your behalf.

4.1.4. If there is to be an insurance claim we shall write the necessary letters for you.

4.1.5. Pay out monies collected rates and other statutory charges which are payable or become payable by the Landlord in respect of the Property.

4.1.6. Provide to the Landlord statements of all income received and expenditure incurred every month and transfer monies due to the Landlord by cheque, credit transfer or such other method as may be agreed in writing between the Landlord and the Agent. All Landlords' monies in hand will be held in the Clients Account of the Agent and the Agent shall be entitled to retain any interest or benefit thereon.

4.1.7. On request, the agent will make payment to the landlord in cash. 48 hour advance notice is required. An administration charge equal to 5% of the cash sum will be made by the agent.

4.1.8. Inspect the property not less than once every 6 months for the purpose of day to day management only. These are not intended to be a survey of the property, and serve to indicate that from a non-intrusive visit the property appears to be well cared for and that the terms of the tenancy are being adhered to. The laws relating to Harassment prevent us from going too far. The

Agent will not, as part of his normal Management duties, carry out more frequent inspections of the Property when vacant; if such inspections are required by the Landlord's insurer this service can be provided as an additional service at an extra charge.

4.1.9. Check the inventory and Schedule of Condition at the termination of the tenancy and, if the Property is to be re-let, arrange (in accordance with the provisions hereof relating to repairs) for such works as are in the Agents opinion required to put the Property into a lettable condition.

4.1.10. Negotiate and agree the level of rent payable as from any review or tenancy renewal.

#### **5. REPAIRS TO THE PROPERTY**

5.1. The Agent will arrange (without reference to the Landlord) for the carrying out of:

5.1.1. Minor repairs which are those costing less than £150 or such higher sum as may be agreed in writing, by email or over the telephone between the Landlord and the Agent;

5.1.2. Emergency repairs which are repairs to defects of such nature that they carry a risk of further damage to the Property or damage to adjoining property or personal injury if not attended immediately;

5.1.3. Repairs which are necessary to comply with the Gas Safety (Installation and Use) Regulations;

5.1.4. Automatic authorisation is granted to carry out a Gas Safety Certificate if the certificate has not been provided five days prior to the commencement of any new tenancy created.

5.2. The Landlord may choose to use a less comprehensive service and in such circumstances the following provisions will apply:

5.2.1. The Landlord will be responsible for all repairs and maintenance work at the property.

5.2.2. In case of emergency and if the Landlord cannot be contacted through the usual channels the Agent may carry out any repairs that it considers are necessary with the Landlord indemnifying the Agent for the full cost of such repairs.

5.2.3. The Agent will not be responsible or liable for any claims or losses arising from the non-performance or delay in performance of any obligations for maintenance work or repair.

5.3. The Agent will report to the Landlord any need for other repairs revealed by the periodic inspection or otherwise brought to the Agent's notice.

5.4. The Agent will visit the property and advise on what may be needed to put the property into an attractive Letting proposition, and to comply with

the law. We will not do a structural survey, and our inspection is limited to what we can see and use.

- 5.5. In relation to these repairs the Agent will obtain a competitive quotation and pass it to the landlord for his instruction and then arrange for the repairs to be carried out as instructed by the landlord.
- 5.6. The Agent shall not be required, as part of his normal management duties, to supervise any repair works nor to provide any specialist advice to the landlord as to the nature of repairs required. (Such services can be arranged, if requested by the landlord, as an additional service at an extra charge).
- 5.7. The Agent will pay for repairs out of monies in hand.
  - 5.7.1. In the event of there being insufficient rent monies in hand to meet the cost of repairs the landlord will pay the balance required to the Agent on demand.
- 5.8. All maintenance works instructed by Keylet on behalf of the landlord will incur a handling fee plus VAT.
- 5.9. The Agent confirms that, in circumstances in which the Agent has a financial relationship with a repairing contractor (the repairing contractor having been instructed to complete the required works to the property after provision of a competitive quote to the Landlord by the Agent which the Landlord has accepted), the Agent may receive a referral fee from the repairing contractor for each new instruction that the Agent refers to the repairing contractor.

## **6. ENFORCEMENT OF TENANT'S OBLIGATIONS.**

- 6.1. The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of the Landlord. If legal action is required, then the Agent will instruct a solicitor to act on behalf of the landlord. The landlord may nominate a Solicitor for this purpose by notice to the Agent in writing.

In the absence of such a nomination the Agent is authorised by the landlord to appoint a Solicitor on his behalf and the landlord will be responsible for the Solicitor's fees and charges.

## **7. TAX**

- 7.1. The Agent will give to the Inland Revenue such information regarding the letting as they lawfully require but will not be responsible for preparing or submitting a tax return for the Landlord or in any other way dealing with any taxation or accounting matters.
- 7.2. The Agent will carry out tax returns for the landlord if agreed in writing. The Agent will charge an additional fee for this service.
- 7.3. The Landlord will inform the Agent of any period when he is resident outside proportion as is

specified by the Inland Revenue. The Agent will not operate any carry forward/carry back provision in respect of the Tax Deduction.

- 7.4. The Agent will not retain a Tax Deduction if the Agent has been notified in writing by the Inland Revenue that the landlord has been approved to receive the rental income with no tax deducted.
- 7.5. The Agent shall pay to the Inland Revenue the Tax Deduction quarterly or as otherwise required by the Inland Revenue and shall provide the landlord each year relevant information concerning the rental income with no tax deducted.
- 7.6. In the event of any revision or alteration to the scheme for taxation of non- resident landlords, the Agent will operate such revised or altered scheme as required by the Inland Revenue.
- 7.7. If the Landlord appoints an accountant or other representative to handle his tax affairs the Agent shall provide to such representative copies of current statements. If the representative requests any additional information regarding the letting or any additional or back-dated statement the Agent will supply such information as available from his records but reserves the right to make a charge for this additional service.

## **8. INSURANCE**

The Landlord undertakes to maintain appropriate and adequate insurance of the Property and the contents thereof throughout the term of this Agreement and to notify his insurers of the fact that the Property is being let and of periods of non-occupation. (The agent will not be required to gather or obtain any insurance valuation of the property or contents or to deal with any insurance claim unless specifically requested by the landlord to carry out such works as an additional service for which a separate charge shall be made).

## **9. SUPERIOR LESSORS AND MORTGAGES**

If the Property is leasehold or charged the Landlord shall be responsible for:

- 9.1. Notifying the lessor and/or the mortgagee of the Property of his intention to let the Property and obtaining from them all necessary consents for the letting.
- 9.2. Informing the Agent of any requirements of the lease and/or the Charge which are to be complied with in relation to the Property and obtaining from them all necessary consents for the letting.

## **10. TERMINATION**

- 10.1. The landlord is legally bound for the duration of the tenancy agreement.
  - 10.1.1. You agree that we can renew the tenancy without seeking further consent from you unless you advise us to the contrary no later than 6 months

before the end of the tenancy. Where you do not advise us to renew the tenancy and you are not happy to proceed, you will be liable for our management fees for the duration of the new tenancy.

- 10.1.2. If the landlord wishes to terminate this agreement, he may do so providing written notice of his intention to the Agent no later than six months before the expiry of any existing tenancy agreement made pursuant to clauses 10.1.1 and 3.2.6
- 10.2. The Agent may terminate the Agreement at any time by serving upon the Landlord at least one months' notice in writing.
- 10.3. Upon termination of this Agreement during the currency of a tenancy the Agent will pay the deposit to the Landlord.
- 10.4. The landlord accepts and warrants that he will remain liable for all monies due to the Agent under clause 2.1 for the currency and duration of any tenancy agreement entered into on behalf of the landlord and made pursuant to clause 10.1.1 and 3.2.6
- 10.5. Where there is no renewal or new tenancy in place at the end of an existing tenancy the agent will withhold the last month's rent for a period of up to 4 weeks. This is to ensure that any deductions are made from the landlord monies held on account for items such as maintenance or any other payments made by the agent on behalf of the landlord.

## **11. LIABILITY OF THE AGENT**

- 11.1.1. Any inaccurate forecast by the Agent of future income or expenditure;
- 11.1.2. Any defects in the Property equipment or materials used for the Property whether or not such defect be latent or apparent on examination;
- 11.1.3. The act, omission or insolvency of third parties.
- 11.1.4. Acts of the Agent performed with the express or implied consent of the landlord.
- 11.2. The Landlord shall indemnify the Agent in respect of any claims made by another or third party for any loss injury or damage or legal or other expenses referred to in Clause 11.1 above.
- 11.3. The Agent shall not be liable to indemnify the Landlord in respect of any claims made by another or third party for any loss, injury or damage or legal or other expenses referred to in Clause 11.1 above.
- 11.4. Clauses 11.1 to 11.3 above shall not be valid insofar as prohibited by statute.

## **12. LANDLORD'S WARRANTY**

The Landlord hereby warrants to the Agent that:

- 12.1. He is entitled to enter into this agreement to let the Property.
  - 12.1.1. He has the right to grant the Tenancies.
  - 12.1.2. He has not withheld from us details of co-owners or others who may have a Beneficial Interest in the Property. If the situation is not as you warrant, the Landlord will still be liable to pay our fees, even though the proposed tenancy may be frustrated.
  - 12.1.4. All necessary consents for the letting of the Property have been obtained.
  - 12.1.5. The property complies with all relevant Legislation to ensure it can be let.
  - 12.1.6. The landlord is entitled to all rents arising from the Property.
  - 12.1.7. He shall not include in the letting or provide for use by the Tenant any furnishings which do not comply with the Fire and Furnishings (Fire Safety) Regulations.
  - 12.1.8. He has complied with all regulations under the Housing (Wales) Act 2014. Any rental property rented on an assured, assured shorthold or regulated tenancy is required to register with Rent Smart Wales under the correct landlord entity. Landlord licences must also be obtained through Rent Smart Wales for landlords who manage certain aspects of the property themselves. If you fail to comply with the conditions of the license it can be revoked. Within 12 weeks of the commencement of the agent's services, landlords and properties must be registered to the agents Rent Smart Wales account. Failure in doing so may result in enforcement action being taken against the landlord by Rent Smart Wales. The agent has a duty to inform Rent Smart Wales where landlords do not comply.
- 12.2. Any gas installation or equipment in the Property has been subject to a Safety Check in compliance with the Gas Safety (Installation and Use) Regulations during the twelve months preceding the commencement date of the letting or will be tested prior to commencement of the letting and that all such installation and equipment in the Property is and will be maintained in safe condition.
- 12.3. The Landlord will comply with any recommendation by the Agent to test the Electrical wiring or appliances. If the recommendation is not complied with the Agent may choose not to manage the property.
- 12.4. All water systems have been subject to a Legionella Risk Assessment prior to commencement of the letting. The landlord will

- comply with any recommendation by the Agent to test the water systems. If the recommendation is not complied with the Agent may choose not to manage the property.
- 12.5. Where necessary, the landlord shall provide a copy of its Asbestos Management Survey Report to the agent before the commencement of the letting. The agent may chose not to manage the property if any recommendations are not complied with.
- 12.6 That all necessary facts and information which are relevant to the letting of the Property have been given to the Agent and that the Landlord will inform the Agent of any changes thereto or any such additional facts or information of which he becomes aware in the future.
- 12.7. That all structural components of the premises are in good repair and the premises are in good conformity with regulations. The Landlord acknowledges that the Agent has made no representations regarding the condition of the property unless specifically set forth herein. The Landlord promises to keep the property free from lien or foreclosure of any type during this Agreement.
- 12.8. The Landlord shall pay any charge by a Contractor for provision of a quotation.
- 12.9. It is agreed that the Landlord will indemnify and hold the Agent harmless for claims of a contractor or company from any employer related obligations.
- 12.10. To indemnify us for any losses arising from failure to undertake repairs at the property, and for any losses we may incur if you have not properly disclosed to us any restrictive covenants or other matters which may place us in Breach of Contract with the tenants.
- 12.11. The Landlord is responsible for any personal property left on the premises. The Agent will not be responsible nor held liable for the loss, theft or damage thereof. The Agent will not be responsible for inventory of these items.
- 12.12. All such facts and information that he has provided or will provide to the Agent are correct and accurate.
- 12.13. The property will not be visited for any purpose without notifying us. This is to protect us from any claims from the Tenant that they are being harassed.
- 12.14. To comply with laws and regulations regarding landlord and tenant relations. The Landlord acknowledges that the Agents actions will be consistent with said laws and regulations. The Landlord acknowledges and agrees that the Landlord will not discriminate against any person because of race, colour, creed, religion, sex, sexual orientation, familial status, handicap, age or national origin, The Landlord failure to comply with said laws and regulations shall be a basis of immediate termination of the Agreement by the Agent.
- 13 THE TENANCY DEPOSIT**
- 13.1 The Agent is a member of a government approved deposit protection scheme.
- 13.2 If the Agent is instructed by the Landlord to hold the Deposit, the Agent shall do so under the terms of the deposit protection scheme.
- 12.3 The Agent holds tenancy deposits as Stakeholder.
- 13.4. At the end of the tenancy covered by the deposit protection scheme.
- 13.4.1. If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement
- 13.4.2. If, after 14 working days following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to 13.7 below) be submitted
- 13.5. When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the board of the deposit protection scheme from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 13.6. The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- 13.7. It is not compulsory for the parties to refer the dispute to the ICE (Independent Case Examiner) for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

- 13.8. If there is a dispute the agent must remit to the deposit protection scheme the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or the agent want to contest it. Failure to do so will not delay the adjudication but the deposit protection scheme will take appropriate action to recover the deposit and discipline me/us.
- 13.9. The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

**14. INCORRECT INFORMATION**

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

**14. GDPR**

For information on how we protect your personal data, refer to [www.keylet.co.uk](http://www.keylet.co.uk) for our Personal Data Protection Policy (PDPP). We may from time to time send you information we think may be of interest to you. If you do not want to receive such information, please let us know in writing.

**IF YOU WISH TO PROCEED WITH THIS SERVICE PLEASE ENSURE THE CORRECT SIGNED DECLARATION IS COMPLETED.**

## **LET ONLY TERMS & CONDITIONS**

### **1. APPOINTMENT AND AUTHORITY**

- 1.1. Upon and subject to the terms and conditions of this agreement the landlord appoints the Agent to be his agent for the letting of the Property and the Agent accepts such appointment.
- 1.2. The Landlord authorises the Agent to act on his behalf and do anything which the Landlord could do himself in respect of the letting of the Property and undertakes to ratify everything by the Agent in good faith in that respect.  
  
The other provisions of this Agreement shall not limit the general application of this provision.
- 1.3. The Landlord shall indemnify the Agent against all expense claims and liabilities incurred by the Agent in the proper performance of the Agent's obligations under this Agreement.
- 1.4. The Landlord shall not appoint any other agent to let or advertise the Property during the continuance of this Agreement.

### **2. FEES AND CHARGES**

- 2.1. The Landlord shall pay to the Agent:
  - 2.1.1. A letting fee of three quarters of one month's rent plus VAT for the introduction by the agent of each new tenant payable at the creation of each new tenancy (half of one month's rent on the management service).
  - 2.1.2. Such other charges set out in the fee scale previously supplied to you (and a copy of which is attached to this agreement).
- 2.2. Without prejudice to the obligations of the Landlord to pay such sums on demand the Agent shall be entitled to deduct any amount due to the Agent from any monies otherwise due to the landlord.
- 2.3. The Landlord is responsible for the immediate remittance of funds to the Agent if the amount received is insufficient to cover expenses. The Agent is not responsible for late charges due on any payment made on the landlords behalf, if due to a cause beyond the Agent's control.
- 2.4. The Landlord shall pay all fees due by cheque, bank transfer or debit card within 5 working days of the letting contract being signed. These fees remain due if a letting is arranged and the Landlord fails to go ahead with it.

### **3. INITIAL LETTING DUTIES**

- 3.1. Each letting of the Property is to be either:
  - a. An Assured Short Hold Tenancy
  - b. A Holiday Letting Agreement
  - c. A Company Letting Agreement
  - d. A Live In Landlord Agreement

- 3.2. The agent will, in connection with any proposed letting:

- 3.2.1. Advise on the then current rental value of the Property.
- 3.2.4. Offer you Insurance at the time of valuation that guarantees the payment of rent if the Tenant Defaults. If you do not take it, then it is not our fault if the Tenant subsequently defaults.
- 3.2.5. Prepare and serve any relevant notice. If necessary we will gain relevant legal advice.
- 3.2.6. Prepare the tenancy agreement of which the Tenant will sign one copy and the Landlord will sign the other copy on receipt.
- 3.2.7. When a Tenant is approved, we shall take a month's deposit and a month's advance rent.
- 3.2.8. Take any other steps which seem to the Agent to be appropriate.

### **4. TAX AND OTHER LEGAL REQUIREMENTS**

- 4.1. The Agent will give to the Inland Revenue or local authority or any other appropriate authority such information regarding the letting as they lawfully require.
- 4.2. The Landlord will ensure that the Property complies with all relevant legislation including (but not limited to) the following:
  - a. Electrical Inspections
  - b. Gas Inspections
  - c. Appropriate Licensing where the Property is a House in Multiple Occupation
  - d. The Provision of an Energy Performance Certificate
  - e. PAT Testing

### **5. SUPERIOR LESSORS AND MORTGAGES**

If the Property is leasehold or charged the Landlord shall be responsible for:

- 5.1. Notifying the lessor and/or the mortgagee of the Property of his intention to let the Property and obtaining from them all necessary consents for the letting.
- 5.2. Informing the Agent of any requirements of the Lease and/or the Charge which require to be complied with in relation to the Property and obtaining from them all necessary consents for the letting.

### **6. TERMINATION**

- 6.1. The Landlord may terminate this Agreement by serving at least one month's notice in writing to the Agent, but if a letting has been secured by the Agent prior to any termination he will remain liable for all charges under this Agreement.

- 6.2. The Agent may terminate the Agreement at any time by serving upon the Landlord at least one month's notice in writing.
- 6.3. Termination of the Agreement does not cancel the obligation of the Landlord to pay any charges referred to in Clause 2.1.1 and 2.1.2.

## **7. LIABILITY OF THE AGENT**

- 7.1. No liability shall attach to the Agent in contract or in tort or otherwise for any loss, injury, damage or legal or other expenses sustained as a result of:
- 7.1.1. Any inaccurate forecast by the Agent of future income or expenditure;
- 7.1.2. Any defects in the Property equipment or materials used for the Property whether or not such defect be latent or apparent on examination;
- 7.1.3. The act, omission or insolvency of third parties.
- 7.1.4. Acts of the Agent performed with the express or implied consent of the Landlord.
- 7.2. Notwithstanding the provisions of Clause 1.3 the Landlord shall indemnify the Agent in respect of any claims made by another or third party for any loss injury or damage or legal or other expenses referred to in Clause 7.1 above.
- 7.3. The Agent shall not be liable to indemnify the Landlord in respect of any claims made by another or third party for any loss, injury or damage or legal or other expenses referred to in Clause 7.1 above.
- 7.4. Clauses 7.1 to 7.3 above shall not be valid insofar as prohibited by statute.
- 7.5. In no circumstances shall the Agent be liable for any consequential loss or damage save where death or injury results from the negligence on the part of the Agent or his/her employees.

## **8. LANDLORD'S WARRANTY**

The Landlord hereby warrants to the Agent that:

- 8.1. He is entitled to enter into this agreement to let the Property;
- 8.1.1. That he has the right to grant the Tenancies,
- 8.1.2. That he has not withheld from us details of co-owners or others who may have a Beneficial Interest in the Property. If the situation is not as you warrant, the Landlord will still be liable to pay our fees, even though the proposed tenancy may be frustrated.
- 8.1.3. If there are co-owners, written authority will be sent to the Agent from all of them as to who we are to send payment in settlement of any monies we receive on your behalf.

- 8.2. All necessary consents for the letting of the Property have been obtained;
- 8.3. The Landlord confirms to the Agent that the property complies with all relevant Legislation to ensure it can be let.
- 8.4. The Landlord is entitled to all rents arising from the Property;
- 8.5. He shall not include in the letting or provide for use by the Tenant any furnishings which do not comply with the Fire and Furnishings (Fire Safety) Regulations;
- 8.6. Any gas installation or equipment in the Property has been subject to a Safety Check in compliance with the Gas Safety (Installation and Use) Regulations during the twelve months preceding the commencement date of the letting or will be tested prior to commencement of the letting and that all such installation and equipment in the Property is and will be maintained in safe condition;
- 8.7. That all necessary facts and information which are relevant to the letting of the Property have been given to the Agent and that the Landlord will inform the Agent of any changes thereto or any such additional facts or information of which he becomes aware in the future;
- 8.7.1. That all structural components of the premises are in good repair and the premises are in good conformity with regulations. The Landlord acknowledges that the Agent has made no representations regarding the condition of the property unless specifically set forth herein. The Landlord promises to keep the property free from lien or foreclosure of any type during this Agreement.
- 8.7.2. It is agreed that the Landlord will indemnify and hold the Agent harmless for claims of a contractor or company from any employer related obligations.
- 8.7.3. To indemnify us for any losses arising from failure to undertake repairs at the property, and for any losses we may incur if you have not properly disclosed to us any restrictive covenants or other matters which may place us in Breach of Contract with the tenants.
- 8.7.4. The Landlord is responsible for any personal property left on the premises. The Agent will not be responsible nor held liable for the loss, theft or damage thereof. The Agent will not be responsible for inventory of these items.
- 8.8. All such facts and information that he has provided or will provide to the Agent are correct and accurate.
- 8.9. To comply with laws and regulations regarding landlord and tenant relations. The Landlord

acknowledges that the Agents actions will be consistent with said laws and regulations. The Landlord acknowledges and agrees that the Landlord will not discriminate against any person because of race, colour, creed, religion, sex, sexual orientation, familial status, handicap, age or national origin, The Landlord failure to comply with said laws and regulations shall be a basis of immediate termination of the Agreement by the Agent.

The Landlord is entirely responsible for complying with the deposit protection scheme and all legislation relating to deposits.

**9. THE TENANCY DEPOSIT**

The Landlord is entirely responsible for complying with the deposit protection scheme and all legislation relating to deposits.

**10. INCORRECT INFORMATION**

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

**11. GDPR**

For information on how we protect your personal data, refer to [www.keylet.co.uk](http://www.keylet.co.uk) for our Personal Data Protection Policy (PDPP). We may from time to time send you information we think may be of interest to you. If you do not want to receive such information, please let us know in writing.

**IF YOU WISH TO PROCEED WITH THIS SERVICE PLEASE ENSURE THE CORRECT SIGNED DECLARATION IS COMPLETED.**