



92 Trevethan Road
Falmouth
TR11 2AX

01326 315 000
enquiry@townsends.co

Landlord Terms and Conditions

Property Management Services

1. DEFINITIONS

In this Agreement, the following meanings shall apply:

"Agent" means Townsend Accommodation Ltd incorporated and registered in England and Wales with company number 05908522 whose registered office is at 25 Lemon Street, Truro, Cornwall TR1 2LS.

"Agreement" means this agreement, made up of these terms and conditions, Schedules 1 and 2 attached to this Agreement and the Instruction to Let Form.

"Business" means anyone who is contracting with the Agent who is not a Consumer.

"Consumer" means an individual who is contracting with the Agent for purposes which are wholly or mainly outside that person's trade, business, craft or profession.

"Fee" means the fee for the Services to be provided by the Agent in respect of the Property in accordance with this Agreement, details of which are set out in Schedule 2.

"Property" means the property to be let to the Tenant and which the Agent will manage in accordance with this Agreement, details of which are set out in Schedule 1.

"Services" means the lettings and property management services to be provided by the Agent in accordance with this Agreement.

"Tenant" means any person(s) other than You who is party to a tenancy agreement in respect of the Property.

"You" or **"Your"** means the Landlord identified on the Instruction to Let Form to whom We are providing the Services and who is required to pay for the Services that We supply.

"We", "Us" or "Our" means the Agent.

In this Agreement unless the context otherwise requires:

- (a) words importing any gender include every gender and words importing persons include firms, companies and corporations and vice versa;
- (b) the headings to the clauses and paragraphs of, and schedules to, this Agreement and the Instruction to Let Form do not affect the interpretation;
- (c) any reference to an enactment includes reference to that enactment as amended or replaced and to any subordinate legislation or byelaw made under that enactment; and
- (d) where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.

2. CONTACT DETAILS

2.1 How to contact Us

2.1.1 You can contact Us on the details set out on the Instruction to Let Form.

2.1.2 If You are a Business and You wish to give Us formal notice of any matter under this Agreement, please see clause 10.6.

2.1.3 If You are a Consumer and You wish to cancel this Agreement, please see clause 10.3.1 or 10.3.2.

2.2 How We may contact You

If We have to contact You We will do so by telephone or by writing to You at the email address or postal address set out on the Instruction to Let Form.

3. IF YOU ARE A CONSUMER

This clause 3 only applies if You are a Consumer.

If You are a Consumer, You may only purchase Services from Us if You are at least 18 years old.

4. IF YOU ARE A BUSINESS CUSTOMER

This clause 4 only applies if You are a Business.

4.1 If You are not a Consumer, You confirm that You have authority to bind any business on whose behalf You enter into this Agreement to purchase Services.

4.2 This Agreement and any document expressly referred in this Agreement constitutes the entire agreement between You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4.3 You acknowledge that in entering into this Agreement You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in them.

4.4 Each party agrees that they shall not have any claim against the other party for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

5. OUR AGREEMENT WITH YOU

5.1 In consideration for the Fee, We agree with reasonable care and skill to:

5.1.1 take details of the Property, visit and discuss with You an appropriate rental valuation, provide rental advice and guidance on the general legal implications of letting property, including tax liability;

5.1.2 advertise the Property on Our website and on national lettings sites (e.g. zoopla.co.uk) and affiliated sites and by whatever other means We deem appropriate in the current market conditions;

5.1.3 supply and erect a "To Let" board;

5.1.4 arrange accompanied viewings of the Property with prospective tenant(s);

5.1.5 subject to clause 5.2, arrange for a professional inventory clerk to carry out an inventory of the Property, the cost of which will be borne by You, to be checked and agreed with the Tenant(s) at the commencement of the tenancy;

5.1.6 assess the suitability of prospective tenant(s) by taking references (to include an employment reference and if applicable a current/previous landlord reference) and a credit check;

5.1.7 in accordance with Your instructions, and subject to payment of the Fee, prepare an assured shorthold tenancy ("Tenancy Agreement") and arrange for it to be signed by the Tenant(s);

5.1.8 subject to clause 5.2, advise the local authority (in respect of Council Tax) and utilities suppliers for the Property of the Tenant(s) details, and provide Your details as the forwarding address where possible;

- 5.1.9 arrange to take readings from any gas and electric meters relating to the Property and assist to inform the relevant utility companies of the reading(s) however this obligation will ultimately remain the responsibility of the Tenant(s);
- 5.1.10 subject to clause 5.2, take the first month's rent in advance, and five weeks rent as a security deposit unless otherwise agreed with You. The tenancy will not be permitted to proceed until this is received in cleared funds; arrange for the deposit to be held in a tenancy deposit scheme in accordance with statutory requirements and in accordance with the Tenancy Agreement, to be held on Your behalf for the duration of the tenancy; and
- 5.1.11 arrange for the deposit to be repaid to the Tenant in accordance with the Tenancy Agreement, as soon as practicable after the termination of the tenancy subject to any disputes which will be resolved by an independent arbitrator or adjudicator supplied by the tenancy deposit scheme.
- 5.2 In the case of student properties:
- 5.2.1 no inventory will be taken unless supplied by You; and
- 5.2.2 no deposits will be taken.
- 5.3 We will assist with arranging the supply of utility services and broadband connection for the Property for each tenancy and will inform the local authority in relation to council tax liability, however this obligation will ultimately remain the responsibility of the Tenant.

6 Law and regulations for residential letting in England and Wales

- 6.1 There are certain legal and statutory obligations in relation to the letting of residential property which must be complied with in order to let the Property. You agree and warrant that:
- 6.1.1 the Property to be let, and its contents, meet all legal requirements and that, where appropriate, consent to let has been obtained from mortgage lenders, insurers and any joint owners or others with an interest in the Property. You warrant and confirm that you are the legal owner of the Property or have a legal right to act on the owner's behalf, and as such have the requisite authority to sign this Agreement;
- 6.1.2 the Property is fit for someone to live in at the point of letting in accordance with the Housing Act 2004. Any necessary repairs must be completed before We will allow the Property to be let;
- 6.1.3 all furniture and soft furnishings supplied by You as part of the tenancy meet the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended and in force from time to time;
- 6.1.4 there is a valid Gas Safety Certificate (CP12) for the Property before the start of the tenancy in accordance with The Gas Safety (Installation and Use) Regulations 1998 in force from time to time.
- 6.1.5 all electrical appliances and installations are safe and to undertake portable appliance testing (PAT) on any electrical appliances provided to the tenant in accordance with the Electrical Equipment Safety Regulations 2016 in force from time to time;
- 6.1.6 You have obtained a valid Energy Performance Certificate (EPC) with a minimum rating of E for the Property;
- 6.1.7 smoke detectors are fitted in the Property. We will arrange to have them fitted and deduct the expense from Your rental income if they are not present;
- 6.1.8 carbon monoxide detectors are fitted in rooms with a fuel source. We will arrange to have them fitted and deduct the expense from Your rental income if they are not present; and
- 6.1.9 the water system at the Property has been assessed and monitored in connection with the risk of exposure to legionella. This duty extends to the Tenant, residents, guests and customers. You will be responsible for periodically reviewing this risk.

7. MANAGEMENT SERVICES – OUR OBLIGATIONS

7.1 In consideration for the Fee, We agree to:

- 7.1.1 use Our reasonable endeavours at all times to collect rents and any other charges due from the Tenant in accordance with the Tenancy Agreement and forward such sums when payable and due to You within 7 days of it clearing Our account, though We will not be liable for any arrears that may accrue, nor for any legal or other costs incurred by Us or any other party in respect of the recovery of such arrears. We reserve the right to deduct any fees due for expenditure incurred by Us in respect of maintenance and management of the Property in accordance with this Agreement, with any shortfall being payable by You;
- 7.1.2 in the event of a Tenant breaching the terms of the Tenancy Agreement, We may instruct solicitors on Your behalf to serve the appropriate notice(s) on the Tenant, the cost of such instructions to be borne by You. You agree to indemnify Us in respect of such costs;
- 7.1.3 if You are not domiciled in the United Kingdom, deduct Income Tax at the basic rate and make a quarterly payment to the Inland Revenue unless You are registered with the Inland Revenue's Non-Resident Landlord Scheme;
- 7.1.4 inspect the Property regularly, and report to You on any matter(s) needing attention. Such visits can only be regarded as a general oversight of the Property and its care by the Tenant. We do not accept responsibility for actual variance between the report provided and the actual condition of the Property. In the event that an inspection reveals the need for repairs or maintenance or We otherwise become aware of the need for such repairs or maintenance:
 - 7.1.4.1 and the value of the repair or maintenance is less than £250, You agree that We are authorised to arrange for these to be undertaken up to the value of £250 on Your behalf without having to consult You, provided We give a full breakdown of costs incurred under this provision;
 - 7.1.4.2 and the value of the repair or maintenance exceeds £250, We will contact You to obtain authorisation to incur such costs on Your behalf. If You are not contactable within 7 days, We are authorised to incur the necessary costs so long as they are reasonable and incurred in Your best interest;
 - 7.1.4.3 We will use specified tradesmen where possible, though You acknowledge that in the event of an emergency, this may not be possible;
- 7.1.5 liaise with the Tenant on day-to-day matters and, prior to returning the deposit, take any decisions as to liability with regard to any damage or breakage incurred at the Property. All such decisions will be final;
- 7.1.6 supply annual statements showing gross rental, management fees, VAT and net rental paid by bank transfer. Additional/duplicate statements will be charged at £10.00 per statement;
- 7.1.7 At the end of the tenancy, We will:
 - 7.1.7.1 check the condition of the Property and any items included with the tenancy, making allowance for wear and tear, negotiating compensation for loss where damage has occurred. Any disputes in respect of the deposit must be dealt with in accordance with the tenancy deposit scheme;
 - 7.1.7.2 use Our reasonable endeavours to recover possession of the Property in accordance with instructions received, but cannot be liable for any delays, damages or costs incurred as a result of vacant possession not being achieved within the timescale requested. It will be Your responsibility to instruct solicitors, with whom We will liaise as necessary. We will not be liable for any legal costs or otherwise incurred in any action against current or previous Tenants undertaken on Your instructions.

7.2 Where We properly incur costs under clause 7.1.4 of this Agreement, You agree to reimburse Us. Where We commission works on the Property, We do so on Your behalf and do not warrant or imply responsibility for any aspect of such works. We will not be responsible for damage or loss incurred to the Property or to You in the event of repairs or maintenance not being carried out.

7.3 If You are a Consumer, You can ask Us to repeat or rectify any of Our work if it is not carried out with reasonable care and skill, or get some money back if We cannot resolve the issue. If You have not agreed a price beforehand,

what You are asked to pay must be reasonable. If You have not agreed a time beforehand, it must be carried out within a reasonable time.

8. YOUR OBLIGATIONS

8.1 You;

- 8.1.1 confirm that We are appointed on a sole agency basis for the term of this Agreement. From commencement of advertising, We will be sole agent for 16 weeks in respect of the Property and You will give four weeks' written notice of any intention to instruct another agent as sole or joint agent;
- 8.1.2 are responsible for all safety checks and certificates in respect of the Property including, but not limited to, gas safety, are in place, valid and renewed as necessary at the appropriate intervals;
- 8.1.3 agree to inform your insurers once the Property is let. We cannot provide advice on insurance matters and it is Your obligation to make sure that there is adequate cover;
- 8.1.4 shall, if there is a garden at the Property, indicate to Us how you expect the Tenant to maintain it. This will be a condition of the tenancy;
- 8.1.5 shall notify Us of any restrictions in the lease or freehold documents pertaining to the Property (e.g. parking restrictions). We will not be liable for any breach by the Tenant of a restriction that We are unaware of, and You will remain liable to Us for fees and/or to the Tenant for damages;
- 8.1.6 are responsible for the arrangement and valid continuation of adequate buildings and contents insurance on the Property and will supply Us with details of the policies and any relevant changes. You must inform Us in writing of any action required to ensure continuation of insurance either for renewal or because the Property is vacant;
- 8.1.7 authorise Us to let the Property on Your behalf for a minimum period of 12 months;
- 8.1.8 agree to provide a full working set of keys, one for the Tenant and a master set to be retained by Us. In the event that You fail to provide two full working sets of keys pursuant to this clause the associated costs will be reimbursed to Us in accordance with clause 8.1.10;
- 8.1.9 authorise Us to deduct the commission from the rental income, at the rate of 10% + VAT for each rental period, being one calendar month unless otherwise agreed between the parties;
- 8.1.10 authorise Us to deduct the costs incurred pursuant to clause 7.1.4 and clause 8.1.8 from the rental income at the end of the month that such costs are incurred.
- 8.1.11 in the event that the Property is to be sold:
 - 8.1.11.1 at the end of the tenancy, You will notify Us not less than two months before the end of the tenancy. If the Property is to be sold as a going concern (as an investment property), We reserve the right to continue to manage the Property whilst the Tenant is in situ. If we are disinstructed on sale of the Property, We will be entitled to a fee equivalent to 3 months' management fee, payable by You;
 - 8.1.11.2 to a Tenant in occupation, or within 6 months of having been in occupation, or to any other person introduced by Us, You shall pay commission of 1% of the sale price to Us. ;
- 8.1.12 authorise Us to act in all matters related to the letting, including the acceptance of the Tenant and commencement of a tenancy if You are not available;
- 8.1.13 warrant that You will keep the Property in a habitable state of repair, and authorise Us to take prompt remedial action as necessary should any issues arise in accordance with clause 7.1.4;
- 8.1.14 shall immediately inform Us of any substantial change affecting the Property and/or Our management of it;
- 8.1.15 agree to indemnify Us against all reasonable costs incurred in connection with the management of the Property including but not limited to the cost of compliance with any existing or future obligations

affecting the letting of the Property or the cost of repairing, removing or replacing any dangerous or defective equipment and/or furnishings.

- 8.2 In the event that You fail to comply with any of Your obligations under this Agreement, You will be liable for any claims arising, whether directly or indirectly, from any such failure.

9. FEES AND CHARGES

- 9.1 You will pay Our reasonable expenses in the event that We incur any cost in ensuring the Property is legally compliant and capable of being let.
- 9.2 You will pay Our fees and Commission for a period of six months if You offer a tenancy to any person introduced by Us. Any costs incurred by Us in relation to a prospective tenancy will be payable by You, regardless of whether the tenancy goes ahead.
- 9.3 Unless otherwise agreed with You, We will charge the Commission in clause 8.1, the other costs and expenses set out in clauses 7 and the Fees in accordance with Schedule 2.

10. GENERAL

- 10.1 **Our Liability** We are responsible to You for foreseeable loss and damage caused by Us if We fail to comply with this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Nothing in this Agreement limits any liability which cannot legally be limited. Our total liability under or in connection with this Agreement shall not exceed the amount of the Fee paid by You under this Agreement.
- 10.2 **Your Liability** You agree to indemnify Us in respect of any costs, expenses, claims, losses and damages incurred or sustained by Us including but not limited to any claims made by a third party.
- 10.3 **Termination.**
- 10.3.1 Subject to any early termination provisions in this Agreement, either party may terminate this Agreement by giving 2 calendar months' notice in writing after the expiry of the initial term of the tenancy or after 12 months (whichever is the longer).
- 10.3.2 If You are a Consumer and this Agreement was not agreed within one of Our branches, You have a legal right to change Your mind within 14 days without giving any reason. The cancellation period will expire 14 days from the day this Agreement was agreed. However, please note that if You cancel after We have started the Services, You must pay Us for the Services provided up until the time You tell Us that You have changed Your mind. To cancel Our engagement You must deliver a notice in writing to Us stating that You wish to cancel. You may use post, fax, email or personal delivery in accordance with clause 10.6. You may use the statutory "model form" set out below, or simply state that You wish to cancel.

Model form of Cancellation Notice:

To: Townsend Accommodation LTD, 92 Trevethan Road, Falmouth TR11 2AX.

I/We hereby give You notice that I/We cancel our instructions to You.

Name of client[s]:

Address of client[s]

Signature of clients [only if notice given on paper]

Date:

- 10.4 **Force majeure.** We shall not be liable to You nor deemed to be in breach of this Agreement by reason of any part performance, delay and/or failure in performing any of Our obligations under this Agreement if caused by any circumstance or cause beyond Our reasonable control. If any circumstance referred to in this clause prevents Us from complying with Our obligations under this Agreement for more than 28 days We shall, without limiting any right or remedy We may have against You, have the right to terminate this Agreement by giving written notice in accordance with clause 10.2.

- 10.5 **No remedies.** You acknowledge that in entering into the Agreement You do not rely on and shall have no remedy in respect of any statement, representation, warranty or other assurance of any person other than as expressly set out in the Agreement. Nothing in this Agreement shall limit or exclude liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or breach of the terms implied by section 2 of the Supply of Goods & Services Act 1982.
- 10.6 **Notices.** Any notice given under or in connection with the Agreement shall be:
- 10.6.1 in writing and shall be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or by email to the address set out on page 1 of this Agreement or otherwise as notified to the other party.
 - 10.6.2 deemed to have been received:
 - 10.6.2.1 when delivered by hand, when left at the specified address;
 - 10.6.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second business day after posting;
 - 10.6.2.3 if sent by email, on the next business day following transmission.
- 10.7 **Joint Landlords.** If there are joint Landlords in respect of any Property it is hereby agreed and understood that instructions given to Us by any of You shall be accepted and acted upon by Us as if such instructions were given by all You and liability for Our Fees and any other costs under this Agreement shall be joint and several between the joint Landlords.
- 10.8 **Data Protection.** We will only use Your personal information as set out in our Privacy Policy. You can request a copy of our Privacy Policy from Us.
- 10.9 **No waiver.** Our failure to enforce or to exercise at any time or for any period of time, any term of or any right pursuant to this Agreement, does not constitute and shall not be construed as a waiver of such term or right and shall not affect Our right to enforce or exercise it.
- 10.10 **Severance.** If any provision in this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions within this Agreement shall not be affected.
- 10.11 **Entire agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to its subject matter.
- 10.12 **Governing law and jurisdiction.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, shall be governed by, and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.
- 10.13 **Assignment.** We may assign this Agreement and the rights and obligations thereunder. You cannot assign or otherwise transfer and/or dispose of Your rights and/or obligations under the Agreement unless with Our prior written consent.
- 10.14 **Third party rights.** Subject to clause 10. of this Agreement, no terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.
- 10.15 **Amending this Agreement.** We reserve the right to amend this Agreement on not less than 14 days' written notice to You. We will not have to implement any change until both parties make written amendments to this Agreement as are necessary to give effect to the change.

Schedule 1 - Instruction to Let

Landlord Details:		
Name:	Email:	
House Name/No:	Landline No:	
Address 2:	Mobile No:	
Address 3:	Mobile No:	
Town:	Work No:	
Postcode:	Preferred from above:	
Bank Details:		
Bank Name:	Sort Code:	
Account Name:	Account No:	
Property Details:		
House Name/No:	C/Tax Band: A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/>	
Address 2:	Landline No:	
Address 3:	Furnishings: Furnished <input type="checkbox"/> Unfurnished <input type="checkbox"/> Part <input type="checkbox"/> Any <input type="checkbox"/>	
Town:	Heating Make:	
Postcode:	Heating Type: Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other <input type="checkbox"/>	
Whitegoods in the Property:		
Utilities:		
Electric Supplier:	Meter: Bills <input type="checkbox"/> / Card <input type="checkbox"/>	Location:
Gas Supplier:	Meter: Bills <input type="checkbox"/> / Card <input type="checkbox"/>	Location:
Water Supplier:	Rates <input type="checkbox"/> / Metered <input type="checkbox"/>	Location:
Oil Supplier:	Size of Tank:	Location:
Does the property have a current Energy Performance Certificate: (Minimum of an E rating)		
Does the property have a current Periodical Electrical Test Certificate:		
Does the property have a current Gas Safety Certificate?		
Does the property have Carbon Monoxide Alarm?		Mains <input type="checkbox"/> Battery <input type="checkbox"/> No <input type="checkbox"/>
Does the property have Smoke Alarms?		Mains <input type="checkbox"/> Battery <input type="checkbox"/> No <input type="checkbox"/>
Is the property mortgaged:		
Do you have permission to let the property?		
If you wish to limit pets, what types are acceptable?		
If you wish to limit children, what ages are acceptable?		
If you wish to limit Students, Smokers, Sharers which are not acceptable?		
Is Townsend Accommodation the only agent instructed to let the property?		
Available From:		
Available To (if applicable):		
I/We confirm that I/We have read and understood, and I/We accept the attached terms and conditions. Even if the terms and conditions are not signed and returned, we will be acting in accordance with, and subject to them in any event.		
Signed:		Date:

Schedule 2 - The Fee

HMO licence application	£200 plus VAT
Tenancy renewal	£100 plus VAT
Additional property visits:	£50 plus VAT
Non-UK residents accounting to HMRC (per tax year)	£100 plus VAT
Hourly rate for work not included in your service level	£40 plus VAT
Providing access to the property for Landlord's specified contractors or homecare agreements	£30 plus VAT
Preparation of documents for dispute or court	£40 plus VAT
Cutting of keys	£20 plus VAT
Provision of duplicate documents or statements	£20 plus VAT
Attendance at court per half day	£120 plus VAT
Formulating deposit adjudication claim	£200 plus VAT