

**Terms of Business  
PRH Estate & Letting Agents**

This Agreement contains the Terms and Conditions of Business agreed between the client (“the Landlord” or “the Client” “you” or “your”) and PRH Estate & Letting Agents or “the Agent” “us” or “we”) of 4 The Green Market, Penzance, Cornwall TR18 2SH. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement which sets out the full details of each Service, the rights, and obligations of both parties, and the fees and charges payable. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding this contract. Once signed, this Agreement will be legally binding. In the Agreement, the word “Applicant” or “Tenant” means any person applying to rent the Property or subsequently taking a Tenancy of it. The word “Property” or “property” means the Property address shown below.

**1. Parties to this Agreement.**

This Agreement is made between:

**PRH Estate & Letting Agents**

And

**(Inset Landlord’s name and address)**

and relates to the Property known as **(insert full address including postcode):**

\_\_\_\_\_

**(“the Property”)**

Contact Address of the Landlord (if different)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Home \_\_\_\_\_ Business: \_\_\_\_\_

Mobile

\_\_\_\_\_

Email Address \_\_\_\_\_

**The Property**

Initials: \_\_\_\_\_

Tenure: Freehold/Leasehold (delete as appropriate) If Leasehold unexpired term\_\_\_\_\_

Annual Service Charge\_\_\_\_\_

Ground Rent\_\_\_\_\_

Managing Agent (if applicable)\_\_\_\_\_

Address of Managing Agent: \_\_\_\_\_

- 2. **Initial Rent:** \_\_\_\_\_ **Term of the Tenancy:** \_\_\_\_\_
- 3. **Furnished/Unfurnished**  **Pets:**  **Smokers:**  **Council Tax Band:** \_\_\_\_\_
- 4. **Type of Management Service:**
  - Full Management Service**
  - Let and Rent Collection Service**
  - Let only Service.**
  - HMO Management Service**

**The Conditions of the Agreement**

**1. Introduction**

PRH Estate & Letting Agents is a Lettings and Management Company who specialise in providing a professional service to landlords and tenants.

Fees and expenses are shown in the attached Schedule 1 headed Commission Fees and Charges.

**Sole Agency**

By appointing us, you agree that we shall have sole agency (“Sole Agency”) to market

Initials: \_\_\_\_\_

the Property for a period of 4 weeks (“the Initial Period”). The Sole Agency can be terminated at the end of the Initial Period by giving two weeks’ prior written notice. If you do not terminate it will continue until we receive your written instructions.

In the following circumstances the Landlord will be liable to pay more than one fee including any VAT and agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
- Where the Landlord instructs another agent during or after the Initial Period of the Sole Agency.

The Agent will be entitled to commission and fees in each of the following circumstances:

- If Tenancy Agreements for the letting of the Property are exchanged during Sole Agency even if the tenant was found by another agent or other person, including yourself.
- If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced\* to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.
- If the Tenancy Agreement for the Property is exchanged after expiry of the Sole Agency to a prospective tenant introduced\* during the period or with whom we had negotiations about the Property. You agree to notify us in these circumstances.

\*A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements/window displays/internet exposure/applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

## **OR**

### **Multiple Agency**

By appointing us, you agree that we shall act on a multiple agency (“Multiple Agency”) basis to market the Property for a period of 4 weeks (“the Initial Period”). The Multiple Agency can be terminated at the end of the Initial Period by giving us **two weeks’ prior written notice**. If not terminated the Multiple Agency will continue until written instructions are received. You must tick the relevant box in the Confirmation of Instruction.

### **Commission**

Initials: \_\_\_\_\_

1. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by PRH Estate & Letting Agents sight of any marketing or advertising material produced by PRH Estate & Letting Agents or by PRH Estate Agents & Letting Agents instructions; by way of an introduction from an existing occupier for whom PRH Estate & Letting Agents has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between PRH Estate & Letting Agents and the Landlord. The full list of fees and additional charges is shown in Schedule 1.
2. Commission remains due and payable in relation to any extension, renewal, or continuation of the Tenancy as a fixed term or periodic Tenancy whether PRH Estate & Letting Agents is the effective cause, and for the period of time of any such renewal, extension, or continuation of the Tenancy.
3. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
4. If the Landlord instructs PRH Estate & Letting Agents to proceed with a proposed Tenancy and subsequently withdraw the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.
5. By signing this Agreement, the Landlord gives us the authority to deduct our Commission, fees, expenses, and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

## Services

PRH Estate & Letting Agents will provide the following Services:

### Letting Only Service

1. Advise on market rent achievable in current market conditions and the Landlord's statutory obligations.
2. Advertise the Property.
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising, where suitable, erection of a marketing board at the Property in line with local regulations. It is your responsibility to provide written details of restrictions affecting a flag board.
4. Introduction of a prospective tenant and negotiating terms between the parties.
5. Advise whether the Tenancy will be an AST or fall outside the provisions of the Housing Act 1988 if the rent exceeds £100,000 per year.
6. PRH Estate & Letting Agents will where possible take up suitable references and a credit reference.
7. Carry out all Right to Rent checks under the Immigration Acts 2014 and 2016 and forward to the Landlord for approval. If PRH Estate & Letting Agents does not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.
8. PRH Estate & Letting Agents will carry out an inventory ("the Inventory") check in and check out if instructed in writing at the Landlord's expense.
9. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute.
10. Receive the Deposit and the first month's rent from the Tenant if PRH Estate & Letting Agents holds the Deposit.
11. Protect the security deposit if held by PRH Estate & Letting Agents ("the Deposit") through the TDS/DPS if an AST and serve the relevant prescribed information including relevant documents on the Tenant. If the Landlord holds the Deposit PRH Estate & Letting Agents will arrange for the Deposit being paid direct to the Landlord, who must protect the Deposit, serve the prescribed information and other documents on the Tenant. PRH Estate & Letting Agents have no liability if the Landlord fails to do so.
12. If the Tenancy is an AST, the amount of the Deposit for annual rent not exceeding £50,000 annually is five weeks' rent; or six weeks' rent if the rent per year is over £50,000 up to £100,000. For a non-Housing Act Tenancy, the amount taken as a Deposit will equivalent to one months rent.
13. Serve the draft Tenancy Agreement, a copy of the Gas Safety Certificate, EICR and the EPC on the prospective tenant and if an AST the "How to Rent" Handbook. Once the Deposit is received by PRH Estate & Letting Agents the prescribed information is served.
14. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account within **fourteen days** of the start of the Tenancy after deduction of fees and expenses.

15. Advise the Landlord to notify utility companies, telephone or other provider and the local authority of the occupants at commencement and termination of the Tenancy to avoid further liability.
16. Negotiate renewals or extensions if instructed. Our fees remain payable while any person forming the Tenant remains in the Property.
17. PRH Estate & Letting Agents is appointed to find a tenant. The Landlord must look after the Property and deal with problems once the Tenancy commences. Fees are payable in full upon the commencement of the Tenancy.
18. Supply keys, security fobs and any additional entry equipment to the Tenant and have additional sets cut, if necessary, at the Landlord's expense.
19. Advise instruction booklets for all appliances, together with information regarding care of special surfaces should be provided to the Tenant. 17. PRH Estate & Letting Agents can forward documents received from the Landlord.
20. Negotiate the renewal of the Tenancy, any rent increase and preparation of the relevant document if instructed by the Landlord. A further renewal charge is payable.
21. Serve the legal Notice to end the Tenancy at expiration or according to a break clause if instructed in writing at an additional charge payable by the Landlord upon being given a minimum of ten weeks' notice.
22. Advise it is the Landlord's responsibility to arrange repairs if PRH Estate & Letting Agents do not manage the Property.
23. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. PRH Estate & Letting Agents will not negotiate on the Landlord's **behalf unless** managing the Property.
24. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated early.

### **Rent Demand Service**

In addition to the above PRH Estate & Letting Agents will do the following:

1. Receive Rent on the Landlord's behalf.
2. Advise the Landlord of any late payments of Rent and send two rent demand letters, e mails or texts to the Tenant.
3. Upon receipt of the Rent in cleared funds forward them by bank transfer to the Landlord's nominated bank account within 7 of working days.
4. The Landlord should arrange a facility with their bank to ensure that all outgoings are covered; allow change of a rent payment date, void periods, or non-payment of the Rent.
5. PRH Estate & Letting Agents will prepare regular statements of account for the Landlord and any nominated person.
6. Advise if any arrears arise PRH Estate & Letting Agents cannot take Court proceedings on the Landlord's behalf.
7. PRH Estate & Letting Agents will charge for the time taken in preparing documents for court or tribunal proceedings and submitting them to any legal adviser or sending them to the Landlord. See Schedule 1 below.
8. Appear at Court or Tribunal proceedings by special arrangement and subject to payment of our fee of £500 including VAT for half a day's hearing.

### Property Management Service

In addition to the above Services PRH Estate & Letting Agents will do the following:

1. Notify the utility companies and the local authority of the occupants at commencement and termination of the Tenancy if full details of the accounts are held and the supplier accept instructions.
2. Receipt of Rent as above.
3. Pay out of the Rent agreed outgoings such as service and maintenance charges and account to the Landlord, provided PRH Estate & Letting Agents are notified in advance of regular out-goings and invoices are sent to us.
4. Handle all maintenance issues daily if cleared funds are held by PRH Estate & Letting Agents subject to agreed financial limits. If funds are not held contractors cannot be instructed. Responsibility is not taken for any loss suffered.
5. Instruct contractors as the agent of the Landlord who is liable for all payments due to contractors.
6. Any other party, who PRH Estate & Letting Agents instructs will be instructed on the Landlord's behalf. The Landlord is liable for payment of sub-contractors' invoices. PRH Estate & Letting Agents has no liability for the quality of their work.
7. Arrange visits to the Property approximately 4 times a year provided the Tenant grants access; PRH Estate & Letting Agents will inform the Landlord if access is refused and await further written instructions.
8. Arrange all repairs up to a limit of £500 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.;
9. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
10. Carry out a check out of the Inventory of the Property by a member of the team at the end of the Tenancy at the Landlord's expense. PRH Estate & Letting Agents will not be liable for any omissions in the report.
11. Negotiate any damage claim with the Tenant and make agreed deductions from the Deposit; including forwarding any adjudication to **TDS/DPS/** if relevant if a dispute arises unless either party disagree.
12. Prepare the documents for adjudication if requested but subject to an additional charge.
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication.
14. Endeavour to obtain a forwarding address from the Tenant.

### House in Multiple Occupation ("HMO") Management Service

1. To carry out the full Management Service as shown above.
2. To confirm with the Landlord the conditions of the licence granted and obtain a copy of the Licence or ensure a copy of the application is provided. If no copy is produced, then no responsibility is taken to comply with any of the terms.
3. To ensure that all conditions of the licence granted to the Landlord (**provided a copy is received at the start of the Tenancy**) are carried out and if relevant checked during management visits.

4. Erect a fixed sign inside the Property as required by law giving full contact details of the managing agent and their contact information at a visible place in the Property.
5. **To enforce the terms of the licence if possible and advise the Landlord of breaches.**
6. Advise the Landlord of any legal changes that come to the attention of the Agent that may affect the validity of the Licence and to arrange all works to be carried out at the Property to ensure compliance with present and any future requirements of the granting of the Licence when they come to the attention of the Agent provided full funds are held.

PRH Estate & Letting Agents has no liability for failure to comply with legislation or losses suffered if no funds are held.

### **Landlord's Undertakings**

1. Confirm he is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.
2. Provide keys to us for the purpose of viewing; one set for each person forming the Tenant and to PRH Estate & Letting Agents if managing.
3. Agree PRH Estate & Letting Agents may appoint a sub agent if this helps to let the Property.
4. Provide PRH Estate & Letting Agents with the Council Tax Band for uploading on any portal or other marketing device.
5. Advise PRH Estate & Letting Agents of any defects at the Property and arrange rectification prior to the start of the Tenancy.
6. Confirm acceptance of the offer including any special conditions; and of the references received.
7. Confirm the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if PRH Estate & Letting Agents do not manage the Property. PRH Estate & Letting Agents has no liability for failure to do so.
8. Provide a copy of the Land Registry entry showing the owners of the Property.
9. Provide conditions of the lender for inclusion in the Tenancy Agreement. Conditions cannot be added later.
10. Provide a copy of the head lease to ensure the Tenant complies with any conditions.
11. Provide the relevant sections of buildings and contents insurance policies including third party liability.
12. Comply with all safety regulations as follows:
  - Ensure electricity installations comply with **the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**, are tested every five years and a copy of the EICR is provided to the Tenant prior to the start of the Tenancy.
  - If an HMO the Property complies with the licence' conditions, an EICR has been provided and the wiring is checked every five years.



- Electrical appliances have been checked for safety because under the **Consumer Protection Act 1987** and the **Electrical Equipment (Safety) Regulations 2016** any appliance supplied by the Landlord, must be safe.
  - Ensure that a gas safety certificate carried out by a Gas Safe engineer certifying all gas appliances, flues and pipework are safe is given to PRH Estate & Letting Agents prior to the start of the Tenancy. If PRH Estate & Letting Agents do not manage the Landlord must renew the certificate annually. Failure to renew means a Notice cannot be served to end the Tenancy. A carbon monoxide detector must be fitted to the Property from October 2022.
  - Check all furniture (if applicable) complies with the **Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993**; meaning all upholstered furniture must carry a permanent label comply with the Regulations or be removed from the Property.
  - Ensure battery operated smoke alarms are fitted to every floor of the Property used as residential accommodation; carbon monoxide detectors are fitted in any room with a gas appliance or installation, or any solid fuel appliance and are in working order.
  - If the Property was built after 1992 ensure all mains operated smoke alarms are operational and battery backup is functioning and in date.
  - A risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations.
13. Provide an EPC with the minimum “E” rating to PRH Estate & Letting Agents prior to the start of the Tenancy or agree a Domestic Energy Assessor can carry out a check at the Landlord’s expense, otherwise, the Property cannot be let. An EPC lasts for ten years after which it must be renewed. PRH Estate & Letting Agents will provide the EPC to the Tenant at the start of the Tenancy and if the Property is managed will ensure there is always a valid EPC. If the Property is not managed, the Landlord must renew an EPC if relevant. Failure to have a valid EPC may mean that a section 21 Notice cannot be served.
  14. Carry out all repairs and maintenance to the Property if PRH Estate & Letting Agents do not manage. Failure to do so may result in an enforcement order being served on the Landlord by Environmental Health under **the Housing Health and Safety Rating System (“HHSRS”)**. The Tenant may be entitled to compensation.
  15. Ensure any garden is in good order at the start of the Tenancy and that all bushes, trees, and shrubs are pruned regularly at the Landlord’s expense.
  16. Compensate PRH Estate & Letting Agents for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of PRH Estate & Letting Agents .
  17. Arrange re-direction of mail. PRH Estate & Letting Agents do not collect mail and have no liability for lost correspondence.
  18. Arrange legal proceedings if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy. The Landlord is liable for all costs and expenses of the proceedings.
  19. Not to discriminate against any applicant, Tenant, or any employee of PRH Estate & Letting Agents . If discrimination occurs PRH Estate & Letting Agents can give immediate written notice to terminate the Agreement.

20. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
21. To keep PRH Estate & Letting Agents reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by PRH Estate & Letting Agents from and during the time PRH Estate & Letting Agents is or were acting on the Landlord's behalf unless due to the negligence or breach of contract of PRH Estate & Letting Agents . For the avoidance of doubt PRH Estate & Letting Agents reserves the right to have work carried out on the Landlord's behalf and to charge for work to ensure that the Landlord fulfils all contractual and statutory obligations.
22. If a Notice is served on PRH Estate & Letting Agents under the **Housing Health and Safety Rating Scheme of the Housing Act 2004** requiring PRH Estate & Letting Agents to carry out work, repairs or maintenance to the Property the Landlord will reimburse PRH Estate & Letting Agents promptly on written demand for all costs, expenses and fees incurred.
23. To ensure as the owner of the Property if personal information of the Tenant is retained by the Landlord that he has registered with the Information Commissioners' Office ([ico.org.uk](http://ico.org.uk)).
24. To determine if a property licence is required and obtain such a licence. If there is three or more people living in the Property who form more than one household meaning the residents are not related the Property is a House in Multiple Occupation ("HMO"). However, the Landlord should check licencing conditions with the local authority as some of them deem two unrelated people in a household is an HMO. Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences for properties in specific areas or additional licencing for certain properties. It is up to the Landlord to make enquiries and gain the licence from the local authority. PRH Estate & Letting Agents will not let out the Property if a licence is needed and has not been obtained or be liable for any misrepresentation by the Landlord in obtaining a licence.
25. To provide PRH Estate & Letting Agents with details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the Licence conditions.
26. Accepts and agrees that any other party whom the Agent instructs will be instructed on the Landlord's behalf. The Landlord is liable for the payment of all sub-contractors' invoices, fees, charges, or other expenses. The Agent is not responsible for or liable for the quality of their work or payment of invoices.

### **Taxation**

1. Register with His Majesty's Revenue and Customs ("HMRC") and complete a Tax Return annually and submit it to HMRC.

2. If the Landlord is resident overseas each person forming the Landlord must complete a form enabling HMRC to authorise the Agent to pay the rent without any tax deduction.
3. Failure to complete a form means basic rate tax will be deducted from all rent payments.
4. Tax will be deducted from the rent collected by PRH Estate & Letting Agents and paid to HMRC quarterly. An annual return is submitted after the end of the tax year and a Certificate of Tax deducted is given to the Landlord. There is a fee for this service as shown in Schedule 1
5. The Tenant has a similar responsibility if paying the Landlord direct.
6. The link to HMRC for non-resident landlords is [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent).

### **Property Information**

1. **The National Trading Standards Estate and Letting Agency Team (“NTSELAT”) who oversee all lettings and estate agents have issued information and guidance on material information which they believe must be given to all prospective tenants to ensure they can make an informed decision when entering into a Tenancy. To comply with their rules and guidance a summary sheet is attached at Schedule 2 which must be completed by all landlords. The information provided will be used to market the Property therefore must be accurate. If false or misleading information is provided legal action could be taken against the Landlord or the Agent. If action is taken against us when we have relied upon information provided, we will seek recompense from the Landlord for all losses suffered.**

### **Deposit**

1. PRH Estate & Letting Agents holds the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the TDS/DPS Full details of the TDS/DPS can be provided by PRH Estate & Letting Agents together with the dispute procedure regarding deductions from the Deposit upon written request or from the relevant website. At the end of the Tenancy if there is a dispute about deductions either party has ninety days to decide whether to take the matter to adjudication through TDS/DPS. After that time redress must be sought through the Court system.
2. **If the Tenancy is outside the Housing Act 1988 the Deposit will be lodged within the Client Account of PRH Estate & Letting Agents throughout the period of the Tenancy. No interest is payable on the Deposit. At the end of the Tenancy the Deposit will be returned to the Tenant or other named party shown within the Tenancy Agreement.**

### **Service Information**

1. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for PRH Estate & Letting Agents will be the address specified upon page one of the Agreement.
2. We trade as a Limited Company and our registered office address is 15 Alverton Street, Penzance, Cornwall TR18 2QP.
3. The VAT number is 6667569
4. We are members of the dispute and compensation scheme operated by The Property Ombudsman and our registration number is: N03126

### **General**

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
2. The service of notices on either party will be by hand delivery (deemed served the next working day), or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered at 9am on the next working day after leaving outbox of the sender to the e mail address of either party provided from time to time.
3. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of PRH Estate & Letting Agents or their employees.
4. The Landlord agrees not to take legal action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee, or agent of PRH Estate & Letting Agents even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of PRH Estate & Letting Agents for the acts or omissions of any of their partners, consultants, employees, or agents.
5. The Landlord must keep PRH Estate & Letting Agents reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by PRH Estate & Letting Agents from and during the time that PRH Estate & Letting Agents is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract. PRH Estate & Letting Agents reserves the right to have work carried out on the Landlord's behalf and charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations.
6. If any Notice is served on PRH Estate & Letting Agents under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring PRH Estate & Letting Agents to carry out any work, repairs or maintenance of the Property the Landlord will reimburse PRH Estate & Letting Agents promptly on written demand for all costs expenses and fees incurred.
7. PRH Estate & Letting Agents and the Landlord must comply with the **Consumer Protection from Unfair Trading Regulations 2008** ("the Regulations") and the **Consumer Rights Act 2015**. Statements must be factually correct in all communications and PRH Estate & Letting Agents must not give a potential tenant the wrong impression about the Property. Prior to marketing the Landlord should

disclose any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a legal claim against the Landlord. We are required under the above Regulations to disclose this information to interested parties.

8. PRH Estate & Letting Agents reserves the right to vary the terms of this Agreement by giving one month's written notice.
9. PRH Estate & Letting Agents can assign the rights and obligations in this Agreement to a third party upon giving the Landlord one month's written notice.
10. There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property registers up to three addresses with the Land Registry including an e mail address and an address abroad. PRH Estate & Letting Agents strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on [www.gov.uk/protect-land-property-from-fraud](http://www.gov.uk/protect-land-property-from-fraud) which provides guidance notes and access to the relevant form.
11. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, PRH Estate & Letting Agents has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. The personal information of the Landlord will be used if we have a legitimate interest such as fees are not paid, and the matter is referred to a solicitor; or if PRH Estate & Letting Agents are required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.
12. We will retain the Landlord's details for marketing purposes for 6 months unless the Landlord informs us in writing that those details should be deleted, unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for six years from the end of the last Tenancy where instructed.
13. Any interest accrued on monies that PRH Estate & Letting Agents hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs.
14. From time to time, we receive fees from contractors which we retain. This fee does not affect the quality of the service provided.
15. To comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, and the Serious Crime Act 2015 PRH Estate & Letting Agents require the Landlord to provide one proof of identity and one proof of residence, which can be selected from the list below. The Landlord should either send the original documents for copying and returning; or provide copies certified by a solicitor as genuine. Print outs of online bank statements or utility bills cannot be accepted.

List A: Proof of Identity

- Full Passport
- National Identity Card

- Full Driving Licence
- Cheque (please mark this as “Void”)

List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If the Landlord is a public limited company a certified copy of the Certificate of Incorporation is required. If the company is not quoted certified copies of any two of the following documents are needed:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, proof of identity and residence of one of the directors of the Company must be provided.

### **Termination**

Either party has the right to terminate this Agreement in writing:

- 1 upon the Tenant’s vacation of the Property.
- 2 if either party breaks any important term or condition of this Agreement during the Term of a Tenancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate.
- 3 if the Landlord is in major breach of any of the terms contained in this Agreement, or if you do or do not do something which makes it impossible, impracticable, or illegal for us to continue to perform our obligations under this Agreement.
- 4 either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- 5 If we terminate this Agreement for any reason, you will remain liable for our Commission for the Let Only Service as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to some other person or organisation you might nominate.

### **Complaints and the Ombudsman**

1. PRH Estate & Letting Agents has a complaint handling procedure and redress schemes through The Property Ombudsman (“the Ombudsman”). We are certain you will be happy with our service but if there are any complaints they should be addressed initially to the office concerned marked for the attention of the managing partner; if the Seller is dissatisfied with the response, then any

further complaint should be addressed Theresa James the director of PRH Estate & Letting Agents.

### **Cancellation of the Contract**

- 1 If the Landlord signs this contract **away** from the offices of PRH Estate & Letting Agents under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason.
6. The Cancellation Period will expire after 14 days from the signing of this Agreement.
7. To exercise the right to cancel, the Landlord must inform PRH Estate & Letting Agents if their decision to cancel this contract by post to the address in the Particulars of the Agreement on page 1, or email to mail@prhpenzance.co.uk
8. The Landlord may use the Cancellation Notice below before the Cancellation Period has expired.
9. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which PRH Estate & Letting Agents is informed about the decision to cancel this contract.
10. Under the Cancellation Regulations PRH Estate & Letting Agents cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that PRH Estate & Letting Agents begin the service in writing by signing below.

### **Schedule 1 Commission Fees and Charges**

- |           |                                    |                            |
|-----------|------------------------------------|----------------------------|
| <b>1.</b> | <b>Letting Only Service</b>        | <b>£600 including VAT.</b> |
| <b>2.</b> | <b>Property Management Service</b> | <b>12% including VAT.</b>  |

**There is a minimum fee of £600 including VAT for all the above Services or the percentage of the fee for each Service being the equivalent of six months' commission whichever is the greater even if not negotiated by PRH Estate & Letting Agents**

- |           |  |                              |
|-----------|--|------------------------------|
| <b>3.</b> | <b>Withdrawal from an Agreed Offer</b>                                       | <b>£600 including VAT.</b>   |
| <b>4.</b> | <b>Sales Commission if Tenant purchases the Property the purchase price.</b> | <b>1.2% including VAT of</b> |

- |  |                          |
|--|--------------------------|
| 5. <b>Consultancy for the following:</b>   |                          |
| • having extra sets of keys cut  | £ 5 including VAT        |
| • installation of smoke alarms   | £30 including VAT        |
| • or carbon monoxide detectors;  | £30 including VAT        |
| <br>   |                          |
| 6. <b>Preparation of an inventory</b>  | <b>Included</b>          |
| 7. <b>Preparation of the PRH Estate &amp; Letting Agents<br/>standard Tenancy Agreement:</b> | <b>Included</b>          |
| <br>   |                          |
| 8. <b>Preparation of an Extension Agreement for the Tenancy</b>                              | <b>Included</b>          |
| <br>   |                          |
| 9. <b>Visits during a void period for each visit (one every 2 weeks)</b>                     | <b>£50 including VAT</b> |
| <br>   |                          |
| 10. <b>Tax retention for a non-resident landlord per quarter:</b>                            | <b>Included</b>          |
| <br>   |                          |
| 11. <b>Registration for the TDS/DPS</b>  | <b>Included</b>          |
| <br>   |                          |
| 12. <b>Duplicate statements provided to the Landlord:</b>                                    | <b>Included</b>          |
| <br>   |                          |
| 13. <b>Cost of specialist advertising or brochures</b>                                       | <b>Included</b>          |



**Schedule 2  
Summary Sheet**

**Landlords must complete all sections which are in Part A and Part B and relevant sections in Part C. When it comes to utilities etc name whether water etc is mains operated or a private or other supply**

<b>PART A</b>	
Council Tax/Domestic Rates	
Rent	
Deposit(s)	
<b>PART B</b>	
Property type	
Property construction	
Number and types of room	
Electricity supply	
Water supply	
Sewerage	
Heating	
Broadband	
Mobile signal/coverage	

Initials: \_\_\_\_\_

Parking	

<b>PART C</b>	
Building safety	
Restrictions	
Rights and easements	
Flood risk	
Coastal erosion risk	
Planning permission	
Accessibility/adaptations	
Coalfield or mining area	

I/we confirm the information noted above the accurate to the best of our knowledge and belief. !/We are aware if false or misleading information is provided a claim may be made against me/us.

Signed:

\_\_\_\_\_

Date

\_\_\_\_\_

Initials: \_\_\_\_\_

**Instructions to Market the Property**

I/we wish PRH Estate & Letting Agents to begin marketing the Property immediately.

Signed:

---

Print name:

---

**Confirmation of Instruction**

I/We confirm that there are no major repairs, construction, or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Property adjoining property or the building of which the Property forms part which may affect the letting of the Property except as noted below.

---

I/We accept the Agreement including the above Terms and Conditions attached. I/we instruct **PRH Estate & Letting Agents** to act on my/our behalf.

**For use where the Landlord is an individual or group of individuals:**

**Signed by and on behalf of the Agent**

**Name:**

---

—

Signature:

Position:

Date:

**Signed by the Landlord**

Landlord 1 Signature:

Date:

Landlord 2 Signature:

Initials: \_\_\_\_\_

Date:

For use where the Landlord is a company:

**Signed by and on behalf of the Agent**

Name:

Signature:

Position:

**Signed by and on behalf of the Landlord:**

Name of the Landlord Company:

Company Registration Number:

Signed by and on behalf of the Company.

Name:

Signature:

Position:

Date:

Witnessed By (print name):

Occupation:

Signature:

Initials: \_\_\_\_\_

**Cancellation Notice**

**Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT**

To: Insert name and address and e mail address of person concerned.

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business signed on:

---

**Name(s)**

---

**Address:**

---

---

**Signature(s):**

---

Initials: \_\_\_\_\_