



AGENCY AGREEMENT

Between Woolley & Wallis

and

Landlord 1 (full name):

Landlord 2 (full name):

Address for correspondence:

.....

.....Post Code:

Address of Property to be Let:

.....

.....Post Code:

Landlord 1

Landlord 2

Daytime Tel:

Daytime Tel:

Evening Tel:

Evening Tel:

Mobile:

Mobile:

Email:

Email:

The following conditions form part of the agreement between Woolley & Wallis and the Landlord specified above. They are, in conjunction with the Agent's information, the level of service required and selected by the Landlord and are reliant upon the information given to Woolley & Wallis by the Landlord:

TERMS OF BUSINESS

Definitions

<i>The premises or property</i>	the premises include all or any parts of the dwelling-house, gardens, paths, paddocks, fences, boundaries, or other outbuildings which form part of the let. Where the premises form only part of another property (eg in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
<i>Binding Date</i>	a tenancy agreement is not, technically, a legally binding contract until it has been “executed” by being Dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
<i>Landlord</i>	a person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
<i>Tenant</i>	a person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
<i>Joint and several liability</i>	the expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
<i>Superior Landlord</i>	people, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
<i>Head or Superior lease</i>	means a Lease (if any) under which the landlord himself holds or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.
<i>Fixtures and fittings</i>	references to fixtures and fittings relate to any of the landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
<i>The term or the tenancy</i>	references to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period expiry of the original term.
<i>Stakeholder</i>	means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
<i>Deposit held as “stakeholder”</i>	this means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions from the deposit, eg for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant’s obligations. Any portion in dispute should not be paid over to, either party until and unless mutual agreement is reached preferably in writing or unless an appropriate third party decides. In this case the third party would be the courts or TDS.
<i>ICE</i>	is the Independent Case Examiner of the tenancy deposit scheme run by The Dispute Service. They deal with any deposit disputes that the agent/landlord cannot resolve with the tenant. They will adjudicate the amount in dispute as they see fit. Their decision is final.
<i>Masculine & feminine and singular & plural</i>	any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
<i>Agent</i>	any letting or managing agent, or any other duly authorised person, notified to the tenant, who is acting from time to time on behalf of the landlord.

Inventory and or Schedule of Condition	this refers to any document prepared by the landlord, the agent or an inventory clerk and provided to the tenant detailing the landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. To avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
Calendar Day	or day means any day of the year, including Saturdays, Sundays, and bank holidays.
Relevant Person	means person who paid the deposit or any part of it on behalf of a tenant.
Scheme	means an authorized tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.
Statutory Time Limit	means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
Working Day	means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

The following are applicable to all tenancies regardless of which deposit scheme is used.

1. SERVICE LEVELS

1.1 Our Introduction Only Service

- ◆ Woolley & Wallis will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, legionella risk assessment, electrical safety record and portable appliance testing. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- ◆ Woolley & Wallis will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form providing information to enable the outsourced Referencing Agency to take up the necessary credit checks and references appropriate to the circumstances of the prospective tenant.
- ◆ Woolley & Wallis agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will then be responsible for any further work needed under the Immigration Act including tenancy renewals and carrying out follow up checks before the expiry date of the visa.
- ◆ On receipt of references Woolley & Wallis will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- ◆ Woolley & Wallis will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- ◆ Woolley & Wallis will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork.

1.2 Our Rent Collection Service

In addition to the Introduction Only Service items:

- ◆ Woolley & Wallis will always use its best endeavours to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, Woolley & Wallis will not be liable for any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- ◆ Woolley & Wallis agree that for the Rent Collection Service they will accept responsibility for the ongoing Immigration Act checks that may be needed during the Term of the tenancy.

- ◆ If the Landlord lives overseas, Woolley & Wallis must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid.

1.3 Full Management Service

In addition to the Introduction Only and Rent Collection Service items:

- ◆ Woolley & Wallis will use its best endeavours to arrange minor repairs, general maintenance, and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). Woolley & Wallis will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- ◆ Woolley & Wallis will make periodic visits (normally 2 to 3 per year) to the property and send a report to the Landlord, but such visits and reports can only be regarded as general oversight of the property and its care by the Tenant, the visit will not be a check against the initial Inventory/Schedule of Condition nor a survey of the property. The Agent does not accept responsibility for actual variance between the report and the items reported upon. Woolley & Wallis will liaise with the Tenant on all day-to-day matters arising.
- ◆ Woolley & Wallis will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom Woolley & Wallis will liaise. Woolley & Wallis will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.

1.4 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with Woolley & Wallis. Furthermore, the Landlord will inform Woolley & Wallis in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ Woolley & Wallis should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Woolley & Wallis can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify Woolley & Wallis for (refund to Woolley & Wallis) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

2. THE LANDLORD AGREES AND CONFIRMS:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That Woolley & Wallis are appointed as agent for the Landlord of the Property.
- 2.3 That the Landlord gives Woolley & Wallis authority to act on the Landlord's behalf and to do anything which the Landlord could do, and that the Landlord will approve of everything done by Woolley & Wallis in good faith except for negligent acts or omissions or breach of contract.
- 2.4 That the Landlord will compensate and reimburse Woolley & Wallis for all costs and expenses, claims and liabilities incurred or imposed upon Woolley & Wallis under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 2.5 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.6 That the Property will be clean prior to letting and any garden is neat and tidy for the season.
- 2.7 That the Property and contents (if applicable) are adequately insured, and that the insurance company is aware of and consents to the letting of the Property.
- 2.8 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to Woolley & Wallis prior to letting.
- 2.9 That if the Property is leasehold the Landlord will obtain any necessary consent for letting and supply Woolley & Wallis with a copy of the lease and the lessor's consent prior to the letting.
- 2.10 That Woolley & Wallis may sign the tenancy agreement, notices, and any relevant documentation for and on behalf of the Landlord.

- 2.11 That the property will be supplied with a minimum of one working smoke alarm per floor and if this is not present, Woolley & Wallis can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple battery-operated smoke alarms.
- 2.12 That the property will be supplied with a carbon monoxide detector where a property has a supply of gas or solid fuel burning combustion appliance.

3. THE AGENT:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and Woolley & Wallis in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, sub standard repair or any other default by a contractor engaged by Woolley & Wallis, unless there has been any negligent act by Woolley & Wallis in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible for managing the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of Woolley & Wallis.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and Woolley & Wallis beforehand or unless as a matter of law Woolley & Wallis is required to attend. Prices for such work are in detailed in the Landlord Fees Schedule.
- 3.9 Will notify the Landlord of any notices Woolley & Wallis receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

4. FINANCIAL MATTERS:

- 4.1 The Landlord will indemnify Woolley & Wallis (not hold Woolley & Wallis liable) for any claim, damage or liability suffered by Woolley & Wallis because of acting on the Landlord's behalf unless this arises through the Woolley & Wallis negligence or breach of contract.
- 4.2 The Landlord will pay to Woolley & Wallis fees, commission, and expenses appropriate to the level of service required by the Landlord as set out on the attached Landlord Fees Schedule or any revision of the Landlord Fees Schedule notified to the Landlord in accordance with this agreement.
- 4.3 Woolley & Wallis will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay Woolley & Wallis any shortfall upon demand.
- 4.4 Woolley & Wallis will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law, and rental market permits.
- 4.5 Woolley & Wallis shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies and any fees charged to tenants earned while acting on the Landlord's behalf. Details of such income received by the agent can be provided to the landlord on request.
- 4.6 The Landlord and Woolley & Wallis will comply with all requirements of HM Revenue and Customs.
- 4.7 Woolley & Wallis will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Landlord Fees Schedule.
- 4.8 Where there is a claim on the Landlord's insurance, Woolley & Wallis will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Landlord Fees Schedule.
- 4.9 The Landlord will pay, reimburse, and indemnify Woolley & Wallis (refund to Woolley & Wallis) for all costs incurred by Woolley & Wallis, howsoever arising or incurred by Woolley & Wallis, to keep the Property compliant with the law.

5. THE TENANCY DEPOSIT:

- 5.1 If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
- 5.2 The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 5.3 Woolley & Wallis are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by: -

The Dispute Service Limited
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Herts
HP2 7TG

Phone: 0300 037 1000

Web: www.tenancydepositscheme.com

Email: deposits@tenancydepositscheme.com

- 5.4 If Woolley & Wallis receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
- 5.5 If you do not want Woolley & Wallis to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit**, if the landlord (or someone acting on the landlord's behalf):
 - a) fails to give prescribed information within the Statutory Time Limit; or
 - b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time Limit; or
 - c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- 5.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions regarding the deposit if those instructions conflict with the Scheme rules.
- 5.7 The Scheme rules are available to view and download from www.tenancydepositscheme.com A very important point for you to bear in mind is that we hold the deposit as 'stakeholder'. This means that we can only pay money from the deposit if:
 - a) both landlord and tenant (and any Relevant Person) agree; or
 - b) the court orders us to do so; or
 - c) the Tenancy Deposit Scheme directs us to do so.

During the tenancy

- 5.8 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).
- 5.9 Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.
- 5.10 If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

Where there is NO dispute about the deposit at the end of the tenancy

- 5.11 At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit or have already agreed with the tenant. (Woolley & Wallis will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance with your instructions).
- 5.12 Once you and the tenant have agreed how the deposit should be allocated, Woolley & Wallis will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days

of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

Where there IS a dispute about the deposit at the end of the tenancy

- 5.13 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 5.14 A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 5.15 If the tenant asks us to repay some or all the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
- 5.16 If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek further authority to send the money to the Scheme.
- 5.17 The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to Landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
- 5.18 If the tenant's claim is referred for alternative dispute resolution, Woolley & Wallis and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**
- 5.19 Agents and Landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or Woolley & Wallis refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) does not agree to alternative resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**
- 5.20 If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com
- 5.21 The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).
- 5.22 If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

Consent to use personal information

- 5.23 When you agree to use our services, you agree that Woolley & Wallis may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
- 5.24 You agree that Woolley & Wallis may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

Our duty to provide correct and complete information

- 5.25 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
- 5.26 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to us in the position we would have been in if the information has been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

Where the tenancy is not an AST

- 5.27 The deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client because we are a member of the Scheme.
- 5.28 If a dispute arises you, we or the tenant will contact the Scheme. Then:
- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication, or arbitration):
 - b) you, we, and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate):
 - c) the parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.
- 5.29 The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

Where you instruct us that you do not want us to protect an AST deposit

- 5.30 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or the Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
- 5.31 By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit scheme, you cannot serve a section 21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
- 5.32 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable for you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

Joint Landlords

- 5.33 If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions or any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

6. INVENTORIES AND SCHEDULES OF CONDITION:

- 6.1 An Inventory/Schedule of Condition will be prepared by an independent Inventory Provider and the fee will be as detailed in our Landlord Fees Schedule or in the covering letter to the Landlord.
- 6.2 The Inventory/Schedule of condition is a document which is supplemented with photographs. The document will include a description of each room including ceilings, walls, flooring, windows, doors and furniture and furnishings with notes on the condition of each item. It will also include a list of the keys and the meter readings.
- 6.3 The Inventory/Schedule of condition will include a description of the garden including a description of the boundaries, special features eg ponds but will not detail plants, shrubs etc. It will also include a description of any external buildings eg garages, sheds etc
- 6.4 The Inventory/Schedule of Condition notes the presence of items of furniture, fixtures, furnishings, electrical equipment, and appliances included in the tenancy. The Inventory is no guarantee of the adequacy, working order or safety of any item noted.
- 6.5 The Inventory is not intended to form any part of a survey and does not comment on the functionality of the property.
- 6.6 The terms silver, brass, gold, aluminium, copper, pine, oak etc relate to the description of the colour and appearance of the item and not to the composition of the item.

- 6.7 Any room that is excluded from the tenancy will not be noted on the Inventory. Loft spaces and cellars will not be included unless they are habitable areas included within the tenancy.
- 6.8 While comment is made on the windows and doors, they are not tested to ensure that they are in working order.
- 6.9 Heavy items of furniture like beds, wardrobes, sofa beds, large mattresses, kitchen appliances and furniture etc will not be moved. No responsibility can be taken by the inventory provider for areas or items that cannot be fully inspected.
- 6.10 The person preparing the Inventory/Schedule of Condition is not an expert in fabrics, wood materials, antiques etc nor a qualified surveyor. The Inventory/Schedule of Condition should not be used as an accurate description of each piece of furniture and equipment, nor a structural survey report.

7. REFERENCING OF TENANTS:

- 7.1 Woolley & Wallis use a professional referencing agency to carry out the referencing of tenants and do not undertake the referencing in house.
- 7.2 Reference checks will be carried out on all prospective tenants over the age of 18 who will be residing in the property.
- 7.3 Woolley & Wallis will undertake 'Right to Rent' checks on all prospective tenants to determine if they have the right to live in the UK legally. Where Woolley & Wallis are not engaged on a fully managed service, the Landlord will be responsible for subsequent 'Right to Rent' checks.
- 7.4 Unless otherwise agreed, reference checks include a credit reference, employers or accountant's reference and a previous Landlord reference (where applicable).
- 7.5 In some circumstances, it is recommended that a Guarantor be required to support a tenant's application for a tenancy eg if a tenant has income that is not deemed to be sufficiently high enough by the referencing agency. References would be taken up as detailed in 7.2 above for the guarantor and they would sign a clause in the tenancy agreement confirming that they will undertake the tenant's obligations arising under the tenancy should they not be met by the tenant.

8. HOLDING DEPOSITS:

- 8.1 The tenant will pay a holding deposit capped at the equivalent of one weeks rent prior to the submission of their reference forms to the Referencing Agency.
- 8.2 The Deadline for Agreement is the period in which the holding deposit can be held for. This is 15 days unless express permission to increase the Deadline for Agreement is provided by both parties in writing. The process starts on the day the Holding Deposit is taken and finishes on the day the contract is entered into (signed by both parties and dated).
- 8.3 The Holding Deposit will be retained under four circumstances, a) if the tenant fails a Right to Rent check, b) if the tenant provides false or misleading information to the Landlord or Letting Agent, which materially affects their suitability to the rent the property, c) if the Tenant notifies the Landlord or the Letting Agent before the Deadline for Agreement that they have decided not to enter into the Tenancy Agreement, d) If the Tenant fails to take all reasonable steps to enter into a tenancy agreement.
- 8.4 Where the Holding Deposit is to be returned to the Tenant, it will be done so within seven calendar days.
- 8.5 If the Holding Deposit is retained, it will be paid to the Agent.

9. CONTRACTORS (MANAGED PROPERTIES ONLY):

- 9.1 If a landlord has their own contractors whom they wish to attend to the property if a problem arises, they should provide a list of names, addresses, and contact details, otherwise Woolley & Wallis will use their own preferred contractors to attend to the property.
- 9.2 If it is necessary to carry out emergency or essential repairs to the property, we will arrange for these to be carried out without reference to you up to a limit of £240.00 inclusive of VAT. If the repair work is going to exceed £180.00 inclusive of VAT, then we will contact you first. For non-essential repairs, we refer to you before any action is taken and where the anticipated cost of maintenance or repair justifies, we shall obtain competitive quotations or estimates from at least two sources.
- 9.3 Contractor invoices will be paid by the agent on behalf of the Landlord and deducted from the monthly rent. If funds are not held or are insufficient, the invoice will either be forwarded to the Landlord for payment or Woolley & Wallis will request additional funds from the Landlord to meet the expenditure. Contractor invoices will be sent to the Landlord with their monthly statement.

10. NOTICES:

- 10.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to Woolley & Wallis at their address. If the landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B below.
- 10.2 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
- 10.3 If a ready willing and able tenant has been found, this could be as much as the Introduction Only Service fee plus other expenses incurred, such as the gas safety check.
- 10.4 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving reasonable notice to allow for the orderly handover of the property.
- 10.5 Please note Woolley & Wallis will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. Woolley & Wallis will also need to be satisfied it will be properly re-protected after being handed over.
- 10.6 In the event of cancellation during a tenancy the fee that would be payable is £200 inclusive of VAT, plus any other costs that may have been incurred.
- 10.7 If Woolley & Wallis wishes to end this agreement at any stage Woolley & Wallis will write to the Landlord giving reasonable a notice to allow the Landlord to appoint another agent.
- 10.8 Notice can be posted first class, recorded delivery, or hand delivered to Woolley & Wallis office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

11. VARIOUS:

- 11.1 It is agreed that Woolley & Wallis may from time to time vary the terms of this agreement (usually annually) and the Landlord Fees Schedule in writing. Woolley & Wallis will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to Woolley & Wallis within fourteen days of receipt. At least one month's notice will be provided.
- 11.2 The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 11.3 This agreement will form the basis for Woolley & Wallis managing any other properties for the Landlord at which ever level of service the Landlord chooses for each property.
- 11.4 Woolley & Wallis use third party providers to notify utility companies of changes of tenancy including council tax, gas, electricity, and water. In some cases where there is a void period, the third-party provider may transfer the supply to SSE. The Landlord agrees that Woolley & Wallis may pass personal details and details of the property to One Utility Bill for the purposes of: -
 - a) Registering the gas and electricity meters at the property in the name of 'One Utility Bill' or 'the occupier' for vacant periods.
 - b) Registering the property under the name of 'the occupier' with the incumbent water supplier.
 - c) One Utility Bill will register the new tenant details for gas, electricity, water, and council tax, upon registration through the Notify system.
 - d) Informing the incumbent suppliers.One Utility Bill will use the Landlord's details only for the purposes set out above and not in any other way. One Utility Bill will comply with their obligations as a data controller and data processor under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle Landlord's data in the manner set out in their Privacy Notice.
One Utility Bill will never contact the Landlord directly and will not hold any personal details longer than necessary, in Line with their Data Retention Policy. Your information will be stored securely and handled in a lawful manner as Explained in their Privacy Notice found on their website.
- 11.5 Woolley & Wallis are members of an independent redress scheme which is run by The Property Ombudsman (www.tpos.co.uk) and subscribe to its Code of Practise for Letting Agents. Should you wish to make a complaint about any aspect of the service that you receive a copy of our complaint's procedure is included in our Landlords Information Pack.
- 11.6 Woolley & Wallis holds Clients Money Protection through ARLA Propertymark (Mere office) and RICS (Salisbury, Shaftesbury and Fordingbridge offices) which protects both Landlords' and Tenants' funds.

12. DATA PROTECTION:

- 12.1 Woolley & Wallis is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.

- 12.2 Woolley & Wallis will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 12.3 The Landlord will also be a controller in respect of tenant and other personal data and should be registered with the ICO and process all data in accordance with the General Data Protection Regulations.

If you wish to instruct Woolley & Wallis, we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack

The Landlord agrees and accepts the terms in this Agency Agreement and instructs Woolley & Wallis to undertake the level of service indicated below at the rate in the prevailing Landlord Fees Schedule.

Service required (please tick appropriate service level)

- Introduction Only
- Rent Collection
- Full Management
- Full Management Plus

☐
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☐
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Terms of Agreement (please indicate your preference):

The agreed market rent will be:per calendar month

The lowest acceptable rent will be:per calendar month

The property is available from:

For an initial period of:months

The property will be let:Fully Furnished/Part Furnished/Unfurnished

Types of Tenant (please indicate your preference and add any comments):

Children:Acceptable/Not Acceptable

Pets:Acceptable/Not Acceptable

Smokers:Acceptable/Not Acceptable

Viewings (please indicate your preference):

Is the property currently occupied?Yes/No

Do you wish to carry out viewings?Yes/No

Do you wish Woolley & Wallis to carry out viewings and have a key? Yes/No

Do you wish a To Let board to be erected outside the property?Yes/No

I/We confirm that we have read, understood, and accept the Terms and Condition of this Agency Agreement and we accept our obligations and confirm as follows:

1. The Landlord will be responsible for notifying the insurer of the property that the Property is to be let.....Yes/No

2. The Landlord is the legal owner of the Property or is authorised to let the Property on behalf of the owners....Yes/No
3. The Landlord will immediately inform the Agent if the Landlord instructs another firm to let the Property and/or if the Landlord finds other prospective tenants to rent the property.....Yes/No
4. The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent.Yes/No
5. The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non-compliant furniture has been removed from all parts of the Property. Yes/No

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel. ☐ (Please initial to indicate agreement)

Signed:
Landlord/ or for and on behalf of all owners of the Property

Dated:

Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Signed by Agent:

Dated: