

AGENCY AGREEMENT



This agreement is between:-

The Agent:

Name:

Address:

Phone Number:

Email:

Company Number:

And

The Landlord:

Landlord's Names
(All joint Landlords continue separate sheet if needed)

Landlords Address:
(current address and new address if applicable)

Phone Number:

Mobile Number:

Email Address:

Regarding

The Property to be let:

Address of Property:

This agreement has been signed by the Agent. The agreement will commence on or on the date the Landlord returns a signed copy of this agreement, if that date is not within the 14 day cancellation period. The agreement will not begin unless a signed copy is returned or that all parties forming the Landlord confirm, in writing, their agreement to the terms.

This agreement forms the agreement between 1 Stop Lettings (Aber) Limited and the Landlord specified above. It sets out, in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord.

Definitions and interpretation:

The "Landlord" "you", or "your" means the person or persons named above as Landlord of the subject Property and will include any others with a legal interest in the Property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to, and are enforceable against them, jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The "Agent" "we" or "us" means 1 Stop Lettings (Aber) Limited, 22 Terrace Road, Aberystwyth, SY23 1NP

The "Tenant" means the party named in the tenancy agreement or occupation contract as the Tenant or contract-holder of the Property.

The "Property" means the property or dwelling noted above as the address of the Property to be let including all outbuildings, grounds, fences, boundaries etc.

The "Tenancy" means a tenancy, occupation contract or licence agreed between the Landlord and the Tenant.

The headings In this agreement are for assistance in reading it only, and do not form part of the agreement.

Other definitions If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

In the following paragraphs, the level of service stated only includes the items in the list. No other service is included within that level of service. Please discuss with us if you need any additional services, which may involve a charge.

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

t: 01970 617757 e: info@1stoplettings.co.uk w: www.1stoplettings.co.uk

Company No. 07588537

1 Stop Lettings (Aber) Ltd. 22 Terrace Road, Aberystwyth, SY23 1NP

1 Service Levels

1.1 **Our Advertise Only Service**

- a) The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- b) The Agent will promote the Property in appropriate ways to find a suitable Tenant for the Property.
- c) The Landlord will arrange for the legally required checking, paperwork and other legal requirements associated with the Property and Tenancy. This may include, but is not limited to, the initial and ongoing requirement for a gas safety record, an energy performance certificate, electrical installation testing, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable), a legionella risk assessment and licensing requirements. This element does not apply to the following levels of service.
- d) For Advertise Only Service landlords, once contact is made by a prospective Tenant, the Agent will put the prospective Tenant in contact with the Landlord who will then arrange all viewings and Tenancy paperwork.
- e) The Landlord will need to comply with the deposit legislation and any checks necessary under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972. This element does not apply to the levels of service detailed in our other levels of service.
- f) Additional services are available for a fee.

1.2 **Our Introduction Service**

In addition to the Advertise Only Service items:

- a) In order to comply with legislation, the Agent will arrange for the pre-Tenancy checking, paperwork and other requirements associated with the Property. This may include, but is not limited to, the initial, but not ongoing, requirements for: a gas safety record, an energy performance certificate, electrical installation testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the Agent on instruction and no later than the start of the Tenancy. This element is amended for the Full Management Service.
- b) The Agent 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.
- c) Once a prospective Tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
- d) The Agent will then take references appropriate to the circumstances of the prospective Tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- e) The Agent agrees to carry out any necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 before the initial occupation is granted. For Let Only Landlords, the Landlord will be responsible for any further necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.
- f) On receipt of satisfactory references, the Agent will set up the necessary paperwork to let the Property on an appropriate Tenancy.
- g) The Agent 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.
- h) The Agent will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork.
- i) The Agent will account to the Landlord after the start of the Tenancy
- j) If a deposit has been collected and requires protection then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme, and we will only send you the deposit once you have sent evidence of that protection. If we do not receive evidence within 10 days, we will protect the deposit in order to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the Tenancy. This element is amended in our Full Management Service.
- k) We will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
- l) For Introduction Service landlords, the Agent will then send the Landlord the funds, less expenses, and the paperwork. This element does not apply to the levels of service detailed in 1.3 and 1.4.

1.3 **Our Full Management Service**

In addition to the Introduction Service items:

- a) The Agent will use reasonable endeavours to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of 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.
- b) In order to minimise our environmental impact, we will email rent statements and invoices to the email address stated on page 1 of this agreement, unless otherwise requested.
- c) The Agent agrees to account to, and pay, the Landlord any rent collected less fees or other charges due.
- d) If the Landlord resides or is incorporated overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting the basic rate of income tax or the equivalent sum for companies. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra charge will apply as per the Scale of Charges to cover the cost of the extra work involved.
- e) The Agent will use its reasonable endeavours to arrange minor repairs, general maintenance and replacements to the Property without consulting the Landlord up to the value of one month's rent All costs will be borne by the Landlord. The Agent will not be responsible for damage or loss incurred to the Property, Tenant or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- f) In addition to the responsibilities in our Let Only Service, the Agent will be responsible for the ongoing requirements for: a gas safety record, an energy performance certificate (where applicable), electrical installation testing, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable) and a legionella risk assessment. All costs will be borne by the Landlord.
- g) The Agent will make reasonable efforts to carry out periodic visits to the Property, no less frequently than annually, subject to circumstances beyond our control, Tenant refusal etc. 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 and will only detect matters which are obvious on a cursory visual inspection. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day-to-day matters arising.
- h) The Agent will use reasonable endeavours to assist with recovering 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 timescale requested. It will be the responsibility of the Landlord to instruct solicitors, with whom the Agent will then liaise. The Agent 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.
- i) Unless otherwise agreed, if a deposit has been collected and requires protection, the Agent will protect the deposit and negotiate the return of the deposit at the end of the Tenancy. If a dispute is raised, then the Agent will assist the Landlord in the deposit dispute process.

- j) The Agent will provide updates to the written statement and send these to the Tenant as and when required. Please note this service is not included in any other level of service.

1.4 All levels of service

- a) 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 the Agent. Furthermore, the Landlord will inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- b) The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- c) The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for 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.
- d) The Landlord will need to comply with Rent Smart Wales Act 2014 as appropriate
- e) If the Agent feels it will provide better service, the Agent can arrange to instruct sub-agents to assist in the marketing or management of the Property. This will be at no additional cost to the Landlord, unless specifically agreed and confirmed in writing.

2 The Landlord agrees and confirms:

- 2.1 That the Landlord will provide evidence in the form of a Land Registry entry or other that the Landlord is either 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 the Agent is appointed as Agent for the Landlord of the Property.
- 2.3 That the Landlord gives the Agent 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 the Agent in good faith except for negligent acts, omissions or breach of contract.
- 2.4 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.
- 2.5 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.6 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
- 2.7 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 the Agent prior to letting.
- 2.8 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the freeholder's consent prior to the letting.
- 2.9 That the Landlord has consent from all necessary persons, including any legal or beneficial owners to instruct the Agent and let the Property.
- 2.10 That the Agent or any of the employees of the Agent may sign the Tenancy, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 By agreement with the Tenant, and subject to any statutory limitations, the Agent may agree that the Tenancy and relevant documentation may be signed electronically.
- 2.12 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room as specified by legislation; and, if not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense.
- 2.13 That the Landlord will notify the Agent, at the earliest opportunity but within seven days, if the address or residency status or any other details of the Landlord, or any joint Landlord changes.
- 2.14 That the Landlord will provide all and any material information requested that may affect a consumer's decision, before the Property can be marketed.
- 2.15 That neither the Landlord nor any joint Landlord, nor any beneficial owners of the Property are designated or specified under the Sanctions and Anti-Money Laundering Act 2018.
- 2.16 That the Agent is not responsible for the management of the building or communal areas of the building where it comprises of more than one property. Any agreement to manage the building and / or the communal areas would be subject to a separate agreement

3 The Agent agrees and confirms:

- 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 the Agent 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, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work. Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage 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 the Agent.
- 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 the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent 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 use its best endeavours to notify the Landlord whether or not the Property requires a licence under an existing or new licensing scheme under the Housing Act 2004. Where a licence is required, and a licence has not already been issued, the Landlord will apply for the licence and pay the applicable fee. The Landlord will apply for a renewal of the licence in good time, when this is needed. The Landlord will provide the Agent with a copy of the licence or confirmation from the local authority that a licence application has been received, before the new scheme is in force, before the Property is first let or before the licence is due for renewal, as appropriate. The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any fines or other penalties as a result of the Landlord's failure to make an application for, or renew, a licence and pay the fee.

4 Financial matters:

- 4.1 That the Landlord will compensate and reimburse the Agent for all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent including anything awarded by a court in connection with the management of the Property under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent 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 the Agent any shortfall upon demand.

- 4.4 The Agent 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 The Agent 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, utility companies, contractors and any fees charged to Tenants earned while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of benefits, the Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any requirement to refund benefits.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent 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 Scale of Charges.
- 4.10 The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If a holding deposit, as permitted by the Renting Homes (Fees etc.) (Wales) Act 2019, is held by the Agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 The Tenancy deposit will be processed in accordance with the requirements of the deposit protection legislation.
 - a) The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
 - b) If the deposit is to be held by the Agent, it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
 - c) Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
 - d) The Agent will try and assist in resolving any dispute.
 - e) During a dispute, the liability to pay for cleaning, repairs etc. will remain with the Landlord. Any award made to the Landlord post-adjudication will be paid over once received.
 - f) If the Agent holds a deposit under an insured scheme, the Agent will have to pay the deposit into the scheme once a formal dispute is raised.
 - g) If the deposit is not required to be protected by legislation, the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.
 - h) For avoidance of doubt, the Agent will hold the deposit as stakeholder and will be entitled to retain any interest earned on the deposit
- 4.13 In accordance with the requirements of the Renting Homes (Wales) Act 2016, the Landlord will repay any overpaid rent, following the expiry of a notice served by the Landlord which does not expire at the end of a rent period.
- 4.14 The Agent may take any money owed to it by the Landlord from any money they hold for or on behalf of the Landlord for any of their properties.

5 **Notices**

- 5.1 If the Landlord wishes to cancel this agreement before a Tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, they may cancel by completing the form found at the end of Appendix B below.
 - a) If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses. If a Tenant who is ready willing and able to enter into a Tenancy, is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the Tenant is introduced through the Agent, the minimum fee that would be payable will be the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a Tenancy (Full Management only), the Landlord may do so by writing to the Agent giving a minimum of one month's notice to allow for the orderly handover of the Property.
 - a) Please note that the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
 - b) In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:
 - 5.2.b.1. The let only fee, if no management has been undertaken.
 - 5.2.b.2. The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.
 - 5.2.b.3. In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another Agent.
- 5.4 Notice can be posted first class, recorded delivery, sent electronically or hand delivered; to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6 **Various**

- 6.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each Property
- 6.4 This agreement will continue until ended in accordance with clause 5.

7 **Data Protection**

- 7.1 The Agent 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.
- 7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 7.3 The Landlord will also be a controller in respect of Tenant and other personal data and should pay the data protection fee, have a current registration with the ICO and process all data in accordance with the UK General Data Protection Regulations. The Landlord is responsible for paying the data protection fee and ensuring that they hold a registration with the ICO. The Landlord will be liable for any penalties for non-compliance with the Landlord's responsibilities.

8 **Redress and Client Money Protection**

Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman and you can seek redress by writing to the scheme at:

Name: The Property Ombudsman
Address: 43-55 Milford St, Salisbury SP1 2BP
Telephone no: 01722 333306
Website: www.tpos.co.uk
Email: admin@tpos.co.uk

- 8.1 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaint's procedure, a copy of which is available upon request or on our website.
- 8.2 Letting agents are required to have Client Money Protection. Our provider is The Propertymark Client Money Protection (CMP) and their website is www.propertymark.co.uk/cmp. A copy of our Client Money Protection Certificate is available upon request or on our website.
- 8.3 A requirement of the Client Money Protection provider is to hold and maintain professional indemnity insurance. Details of our insurance are displayed in our office and are available upon request.

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

9 Selection of Service

9.1 The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

Service Level <small>(Please tick the appropriate level)</small>	Advertise only <input type="checkbox"/>	Introduction only <input type="checkbox"/>	Full Management <input type="checkbox"/>
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Please tick the box where applicable. If there is no box to tick, please speak to us if you would like our help with the item

10 Confirmations

Descriptions	Yes Landlord Agrees	No The Landlord Disagrees	N/A Not Applicable
10.1 Have you notified the insurer of the Property that it is to be let?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.2 Are you the legal owner of the Property, or have authority to be letting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.3 Have you instructed other Agents to market the Property? (If so, you agree to let us know if you find another Tenant through another source).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.4 Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.5 Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture been removed from all parts of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.6 Do you require details of the Rent Guarantee and Landlord's Legal Expenses Insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11 SCALE OF CHARGES

VAT is payable at the prevailing rate (currently 20%) on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes, the price charged will change accordingly.

An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

Service Name	Cost	Details
Advertise Only	£60 (inclusive of VAT)	payable prior to us sending the property to the internet as available each time property becomes available (for a maximum of 2 months advertising)
Introduction	£360 / 60% (inclusive of VAT) (whichever is the greater amount) If the monthly rental is £700 you will pay a fee of £420 (inclusive of VAT)	payable for each letting where the Tenant is introduced through the Agent.
Full Management	15% (inclusive of VAT) If the monthly rental is £700 you will pay a fee of £105 (inclusive of VAT)	of the rent received, deducted by the Agent

If an applicant who is ready willing and able to enter into a Tenancy, is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the applicant is introduced through the Agent and the Landlord withdraws, the minimum fee that would be payable will be the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.

Additional Charges to Landlords

inc = included in service,
N/A= not offered to that service level

		Fully managed	Introduction	others		
Tenant / Guarantor referencing (was called setup)	£	85.00	85.00	85.00	(inclusive of VAT)	per property
Tenancy Agreement Fee	£	inc	inc	150.00	(inclusive of VAT)	Per tenancy agreement
Tenancy renewal Agreement Fee	£	inc	150.00	150.00	(inclusive of VAT)	Per tenancy agreement
Inventory Service Furnished Room	£	22.00	25.00	28.00	(inclusive of VAT)	Subject to a minimum of £120 per tenancy
Inventory Service Unfurnished Room	£	20.00	22.00	25.00	(inclusive of VAT)	Subject to a minimum of £120 per tenancy
Notice service	£	inc	75.00	175.00	(inclusive of VAT)	(per notice)
Property Visits/ Tenancy Inspections	£	inc	60.00	75.00	(inclusive of VAT)	(per visit per property)
Viewings	£	inc	inc	45.00	(inclusive of VAT)	(per visit) plus AA mileage rate
Land Registry check	£	inc	15.00	22.00	(inclusive of VAT)	(where not provided by the Landlord)
Check in service	£	inc	inc	150.00	(inclusive of VAT)	(per tenancy)
Check out service	£	inc	180.00	250.00	(inclusive of VAT)	(per tenancy)
Professional hourly rate (per hour)	£	25.00	35.00	45.00	(inclusive of VAT)	Charged by the agent when required to carry out any additional services

In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:

- The let only fee, if no management has been undertaken.
- The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.
- In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.

12 OTHER INCOME (All fees are per property unless otherwise stated)

Charges to tenants (where applicable): **NB Tenant fees may not apply to contract-holders of occupation contracts but may apply for other Tenancy types

- Credit/Referencing £ 85.00 (inclusive of VAT) per Tenant, if charged Tenants will not charge Landlords
- Company Refencing £ 150.00 (inclusive of VAT) per Tenant, if charged Tenants will not charge Landlords
- New landlord reference £ 30.00 (inclusive of VAT) per Tenant

The fees charged to the Tenant may change and we will endeavour to inform you of such a change at the earliest opportunity.

13 Referral Fee Disclosure

We do not receive or request referral fees.

14 Tenant Scale Of Charges

Payments permitted under the Renting Homes (Fees Etc.) (Wales) Act 2019 by Tenants or Contract-holders under a Tenancy or occupation contract.

Rent	Payable monthly in advance (unless agreed otherwise). The prescribed limit in the case of a failure by a contract-holder to make a payment of rent to a landlord by the due date is to be determined as follows:
Default fee for late payment of rent	<p>a) In the case of a failure to make a payment of rent before the end of the period of seven days beginning with the due date, the prescribed limit is zero.</p> <p>b) In the case of a failure to make a payment of rent after the end of the period of seven days beginning with the due date, the prescribed limit is the aggregate of the amounts found by applying, in relation to each day after the due date for which the rent remains unpaid, an annual percentage rate of three percent above the Bank of England base rate to the amount of rent remains unpaid at the end of that day.</p>
Deposit	Payable before the start of the Tenancy and held under a government approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled. If the Tenant breaches any of the requirements of the agreement, the Tenant may be liable to pay the Landlord for any losses incurred as a result of: a failure by the Tenant to make a payment by the due date to the Landlord or, a breach by the Tenant of a term of the contract, both subject to any statutorily prescribed limit.
Default payments	The losses the Landlord may claim may include, damages, costs, charges, and expenses incurred as a result of the breach, that the Landlord was unable to mitigate, to put the Landlord back in the same position as if the Tenant had not breached the agreement
Council Tax	Payable to the billing authority, if the Tenant is liable.
Utilities	Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the Property, and if required in the Tenancy. This may be payable to the Landlord or to the utility provider.
Television licence	Payable if the Tenant is contractually required to make a payment to the British Broadcasting Corporation.
Communication services	Payable to a provider of internet, cable or satellite television, telephone services, other than mobile, if the payment is contractually required.
Loss of key or security device	The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced.
Missed appointments	Losses, as evidenced by invoice or receipt, suffered by the Landlord if the Tenant fails to attend appointments agreed by the Tenant and arranged by the Letting Agent or Landlord for contractors or others to attend or to carry out work at the Property.
Damage to the Property	The Tenant will be liable for any losses, as evidenced by invoice or receipt, from damage to the Property caused by the activity, or failure to act, by the Tenant or their guests.
Replacement Statement	Where the contract-holder requests a replacement written statement the legislation allows for this to be charged for. A charge cannot be made for the original statement, only where a duplicate is requested.
Emergency/out of hours call-out fees	Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the Tenant arranging an emergency, out of hours contractor call-out where the work was not an emergency, or the works were required as a result of the Tenant's actions.

15 Charges to Tenants (**where applicable):

Charges to tenants (where applicable): **NB Tenant fees may not apply to contract-holders of occupation contracts but may apply for other Tenancy types

d) Credit/Referencing	£ 85.00	(inclusive of VAT)	per Tenant, if charged Tenants will not charge Landlords
e) Company Refencing	£ 150.00	(inclusive of VAT)	per Tenant, if charged Tenants will not charge Landlords
f) New landlord reference	£ 30.00	(inclusive of VAT)	per Tenant

The fees charged to the Tenant may change and we will endeavour to inform you of such a change at the earliest opportunity.

1 Stop Lettings is a member of a client money protection scheme our provider is:

Name:	Propertymark Client Money Protection Scheme
Website:	propertymark.co.uk/complaints/client-money-protection
Address:	Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG
Telephone:	01926 496 800
Scheme Reference #:	C0126097

1 Stop Lettings is a member of a redress scheme, and the name of the scheme is:

Name:	The Property Ombudsman
Website address:	tpos.co.uk
Address:	33 The Clarendon Centre Salisbury Business Park, Dairy Meadow Lane, Salisbury, Wiltshire, SP1 2TJ
Telephone:	01722 333306
Scheme Reference #:	D13491

16 Requirement for a Guarantor

In some circumstances we may require that the Prospective Tenant is able to offer a Guarantor. This may be because: e.g. the Tenant is student; the tenant has a poor credit history; the Tenant's income is not sufficient to cover the rent and other outgoings.

In order for someone to qualify as a Guarantor they must: be a resident in the United Kingdom; be a homeowner in the United Kingdom; have a clean credit history; must earn at least 3.5 times the monthly rent

The Guarantor will have to be referenced, and credit checked; provide proof of ID and residence.

The extent of the Guarantor's liability is expressed in: the Guarantor clause and sub clauses in the tenancy agreement; the Guarantor deed

17 Signatures

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.)

17.1 Signed by Landlord

The Landlord, or anyone signing on behalf of the Landlord, confirms that the information provided is accurate to the best of their knowledge and belief.

Signed:

Print Name:

Date:

Signed:

Print Name:

Date:

Landlord / or for and on behalf of all joint Landlords 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.

17.2 Signed by Agent

Signed:-

Print name

Position in Company

APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts under The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013.

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

- (a) The levels of service available to the Landlord can be found in Section 1 of this agreement.
- (b) The trading name of the company is 1 Stop Lettings (Aber) Limited
- (c) The company can be contacted at:
Address: 22 Terrace Road, Aberystwyth, SY23 1NP
Telephone number: 01970 617 757
Email address: info@1stoplettings.co.uk
- (d) and (e) We do not act on behalf of another trader
- (f), (g), (h) and (j) See "Scale of Charges"
- (k) See attached "Complaints Procedure"
- (l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.
- (n) The costs involved with invoking a right to cancel can be found in Appendix B.
- (q) We have ongoing after sales service available via our website or through contact details listed in (c) above.
- (r) We are a member of ~ and the relevant codes can be found here ~
- (s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

APPENDIX B

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, [-insert agency name, geographical address (i.e., no PO Box) and, where available, your telephone number, fax number and email address] of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If a reimbursement is due, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To

I/We* hereby give notice that I/We* cancel my/our* ~~contract of sale of the following goods~~ */for the supply of the following service*

Ordered on Date you signed agreement

Name of consumer(s)

Address of consumer(s)

Signature of consumers(s)

(only if this form is notified on paper),

Date

* Delete as appropriate.

APPENDIX C (The Dispute Service (TDS) Members only)

Additional Definitions

Calendar Day or day	means any day of the year, including Saturdays, Sundays and bank holidays.
"Relevant Person"	means a person who paid the deposit or any part of it on behalf of a Tenant.
"Stakeholder"	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.
"Scheme"	means an authorised 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.

1 Assured Shorthold Tenancy Deposits

- 1.1 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.
- 1.2 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.
- 1.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

Name:	The Dispute Service Limited
Address:	1 The Progression Centre 42 Mark Road Hemel Hempstead HP2 7DW
Phone:	0300 037 1000
Web:	www.tenancydepositscheme.com
Email:	deposits@tenancydepositscheme.com
- 1.4 If we 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.
If you do not want us 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.
- 1.5 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 with regard to the deposit if those instructions conflict with the Scheme rules.
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 must 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.

2 During the tenancy

- 2.1 We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).
- 2.2 Interest earned on the deposit will belong to the person entitled to it under the Tenancy agreement.
- 2.3 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.

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

- 3.1 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. [We 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 your instructions].
- 3.2 Once you and the Tenant have agreed how the deposit should be allocated, we 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.

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

- 4.1 You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the Tenancy ends.
- 4.2 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.
- 4.3 If the Tenant asks us to repay some or all of 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.
- 4.4 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 your further authority to send the money to the Scheme.
- 4.5 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.
- 4.6 If the Tenant's claim is referred for alternative dispute resolution, we 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.
- 4.7 Agents and Landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we 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) do not agree to alternative dispute 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.
- 4.8 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.
- 4.9 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).
- 4.10 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.

5 Consent to use personal information

- 5.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
- 5.2 You agree that we 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).

6 Our duty to provide correct and complete information

- 6.1 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.

- 6.2 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 put us in the position we would have been in if the information had 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.
- 7 Where the tenancy is not an AST**
- 7.1 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.
- 7.2 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 do not, 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.
- 7.3 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.
- 8 Where you instruct us that you do not want us to protect an AST deposit**
- 8.1 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 any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the Tenant of between one and three times the amount of the deposit.
- 8.2 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 protection scheme, you cannot serve a s21 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.
- 8.3 If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss 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.
- 9 Joint Landlords**
- 9.1 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 of 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.