Landlord Terms of Business

For

Easilet, 257 Jesmond Road, NEWCASTLE UPON TYNE, NE2 1LB

Drafted by Spector Constant & Williams Solicitors, produced by Goodlord
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Instruction Form

Before instructing Easiliving please be sure that you have read and fully understand the fees involved and the terms under which Easiliving will act on your behalf. This information can be found on the 'Lettings Terms of Business' and 'Services and Fees' sheet which are attached to the back of this document. By signing these terms you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

The landlord(s) Easiliving, having the legal right to let the property hereby appoints Easiliving of Easilet, 257 Jesmond Road, Newcastle upon Tyne, Tyne and Wear, NE2 1LB (hereinafter referred to as the "Agent") to manage the property known as: Easilet, 257 Jesmond Road, NEWCASTLE UPON TYNE, NE2 1LB (hereinafter referred to as the "Property")

Available From: 01/01/2025

Initial Rent: £2000.00

Lettings Rights: Sole Agency

The landlord(s) instruct(s) the Agent to supply the level of service indicated below and to pay the corresponding fee for that level of service along with the initial setup fee of 72.0% of the rent.

Levels of Service:

Let Only Service	
Let Only with Rent Collection Service	
Full Management Service	✔
Introduction Only	

Landlord(s):

1. Easiliving of 257 Jesmond Road, Jesmond, 257 Jesmond Road, Newcastle upon Tyne, NE2 1LB
01912814577, luke@easilivinguk.co.uk
UK Bank Details
Account Name:
Account Number:
Sortcode:

Oh Goodlord Limited ("Goodlord") has been engaged by us to provide energy supply management services, council tax and water supply registration for your Property.

You hereby authorise us to use Goodlord to manage the energy supply during any void period for the property. You acknowledge that this may result in a change to the electricity and/or gas supplier for the Property, but are aware that you will remain able to change to a different provider if desired.

Full details of how Goodlord process your information can be found at: https://www.goodlord.co/privacy-policy.

Signatures

Authorised to sign on behalf of Easiliving:

Luke Kane
Partner .....

Signed by the Agent:

.....

The landlord(s) will hereinafter be referred to as “the Landlord”

Services and Fees

Easiliving offers multiple different levels of service to our letting clients.

For this property you have opted for a Fully Managed Service:

12.00% of the rent due with a setup fee of 72.00% of the rent.

What is included in the different levels of service is set out on the ‘Letting Terms of Business’ sheet which will be detailed below.

In addition to the above, the following is a list of additional services which can be offered along with the fee which a trusted third party contractor (“Third Party”) will charge for this service. Please be advised that whilst an estimate of the Third Party’s fees are provided for standard works, these fees are subject to change. Works which are not routine will be subject to their own fees. The Agent will not be responsible for the fees quoted or charged by the Third Party, though the Agent will provide the Landlord with an estimate of costs before instructing work and seek the appropriate authority to proceed, unless such authority has already been given within this Agreement. Where the Third Party fee is not known, the field will read ‘TBC’ or similar, or be left blank.

Services Offered:

Deposit Protection: no applicable fees, **Responsibility:** Agent

Deposit Deduction: no applicable fees, **Responsibility:** Agent

Deposit Dispute: no applicable fees, **Responsibility:** Agent

Additional Services:

• Tenancy renewals (£250.00)

Do you require Rent and Legal Protection? ☐

Monthly rental amount	Price (Monthly)
£0.00 - £500.00	£26.00 +VAT (£31.20 incl. VAT)
£500.01 - £1,000.00	£30.00 +VAT (£36.00 incl. VAT)
£1,000.01 - £1,500.00	£30.00 +VAT (£36.00 incl. VAT)
£1,500.01 - £2,000.00	£33.00 +VAT (£39.60 incl. VAT)
£2,000.01 - £2,500.00	£35.00 +VAT (£42.00 incl. VAT)
£2,500.01 - £3,000.00	£42.00 +VAT (£50.40 incl. VAT)

Letting Terms of Business (“the Terms”)

This document should be read in conjunction with the ‘Instruction Form’ and sets out the responsibilities of both the Landlord and the Agent.

1. LANDLORD OBLIGATIONS

1.1. To ensure that the Agent can provide a professional service, the Landlord shall within a reasonable time of instructing the Agent, and at their own expense, provide the Agent with the following documents or by signing these terms confirm the following:

1.1.1. If the Landlord is an individual, proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Landlord is a group of individuals, provide the above proof of identity for each individual;

1.1.2. If the Landlord is a limited company, a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1.1. above for a director of the company;

1.1.3. Evidence in the form of an up to date office copy entry supplied by Land Registry showing the Landlord to be the owner of the Property. In the event that there is more than one person listed on the title register the Instruction Form must be signed by all registered owners;

1.1.5. Provide to the Agent all information that the Agent may reasonably require in order to comply with the requirements of the DPS Custodial Deposit Scheme.

1.1.6. Confirmation that the Property is not a House in Multiple Occupation (“HMO”), or in an area that requires a Selective Licence, or, if it is, that the necessary licence to let the Property has been obtained, and all necessary licence conditions have been complied with. If the licence has not yet been obtained then confirmation must be given that an application for the licence has been submitted. See ‘HMO Management Service’ section for more information;

1.1.7. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;

1.1.8. A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that the Landlord has made available for tenant(s) (if applicable);

1.1.9. Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);

1.1.10. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Landlord is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then the Landlord must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to and E or higher before letting the Property;

1.1.11. Evidence that the Property is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;

1.1.12. Legionella Risk Assessment - the Landlord is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 ‘The Control of Legionella Bacteria in Water Systems’ at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;

1.1.13. Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;

1.1.14. Keys for the Property, at least one set for each individual tenant and one set for the Agent (Full Management Service only);

1.1.15. Evidence that the Property and the contents (as particularised in the inventory) are adequately insured; and

1.1.16. Electrical installation condition report valid for 5 years under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

1.1.17. Confirmation that the Landlord has not been subject to an order banning them from letting properties in England under Part 2 of the Housing and Planning Act 2016.

1.1.18. Confirmation that the Landlord will not ask the Agent to carry out any unlawful or discriminatory actions.

1.1.19. Confirmation that the Landlord and, (if the Landlord is a Company or other legal entity) and person associated with the control of the Landlord, is not a Politically Exposed Person or subject to any sanctions or other similar limitations under UK legislation.

1.2. If the Landlord is unable to satisfy any of the requirements set out in clause 1.1. within a reasonable time the Agent shall have the right to rescind the contract unless the Landlord has instructed the Agent to satisfy any such requirement pursuant to clause 1.3 below. Further details regarding the termination of this agreement can be found in the Termination section of this Agreement. The requirements of clause 1.1. must be satisfied prior to the Property being marketed.

1.3. The Landlord may instruct the Agent to satisfy any outstanding requirement of clause 1.1. inclusive subject to the following:

1.3.1. If the Landlord instructs the Agent in this regard the Landlord will be required to pay the additional fees which are set out in the Services and Fees section.

1.3.2. The Landlord will also be responsible for the cost of any equipment or contractors instructed. The Landlord accepts that the Agent cannot be responsible for the negligence or recklessness of third parties instructed to undertake any of those requirements, and the Landlord is advised to check that services provided are of sufficient quality and that documents provided are of sufficient accuracy.

1.3.3 The requirement is one that the Agent is reasonably capable of satisfying without assuming any additional liability in respect of the Property.

1.3.4 If the Landlord does not provide the Agent with timely information or does not follow the Agent’s reasonable instructions to enable satisfaction of these requirements then the Agent will be entitled to rescind the contract as in clause 1.2 above.

1.4. The Landlord agrees to allow a “To Let” or “Let And Managed By…” board, or similar, to be erected on the Property in a position of the Agent’s choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007) and the Landlord confirms that they have informed the Agent of any prohibition on such boards made by the relevant planning authority or any superior landlord or estate manager.

1.5. The Landlord will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.

1.6. The Landlord will keep the Agent informed of any changes to the Landlord’s contact details.

1.7. If the Landlord is not based in England and Wales then the Landlord must provide an address for service of notices in England and Wales.

1.8. The Landlord will provide the tenant(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

1.9. Additional Clauses

1.9.1. Tenancy Transition Administration Fee In anticipation of the proposed changes introduced by the Renters Rights Bill, where Assured Shorthold Tenancies (ASTs) will be replaced with Assured Periodic Tenancy agreements (APTs), we reserve the right to charge an administration fee to the landlord for updating tenancy documentation and systems in line with the new legal framework. This fee will apply where we are required to: • Draft or issue new tenancy agreements; • Amend existing agreements; • Update records, deposit registrations, or compliance documents; • Liaise with tenants regarding the changes; • Or carry out any related administrative tasks necessary to implement the transition. The applicable fee will be confirmed to you at the relevant time and will be reasonable and reflective of the work involved. You will be notified in advance of any charges before they are applied.

2. AGENT OBLIGATIONS – All levels of Service

2.1. The Agent will perform the following services on behalf of the Landlord (“the Services”).

2.2. The Agent agrees to carry out the Services in a competent and professional manner.

2.3. The Agent will comply with the Landlord’s obligation under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 to check all smoke alarms in the Property on the first day of the tenancy.

2.4. ‘Right to Rent’ Check

2.4.1. The Agent agrees to use its reasonable endeavours to carry out such ‘Right to Rent’ checks as are required to comply with the requirements of the Immigration Act 2014 or such other legislation as are in force prior to the commencement of any tenancy of the Property. The Agent will always carry out the initial ‘Right to Rent’ checks irrespective of the level of service the Landlord has chosen.

2.4.2. If further ‘Right to Rent’ checks will be required during the term of a tenancy the Agent will let the Landlord know at the commencement of the tenancy when such checks are required.

2.4.3. Whether the Agent will carry out further ‘Right to Rent’ checks is dependent on the level of service the Landlord has chosen, though the Landlord will be advised of their obligation to carry out further Right to Rent checks in accordance with clause 2.4.2. above In the event the Landlord fails to carry out the Right to Rent checks having been advised of the need to do so by the Agent then the Agent will not be held responsible for any fines, costs, levies or prosecution that the Landlord may experience

2.4.4. The Agent reserves the right to instruct third parties to carry out Right to Rent checks on their behalf - see Services and Fees sheet.

3. LET ONLY SERVICE

3.1. The Agent agree to visit the Property and recommend monthly or annual rental value, or such other period as shall be requested. Once approved by the Landlord this sum (“the Rental Value”) shall be used to calculate the Agent’s fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value. The Agent is not liable for any costs, losses, or other expenses arising in any way from its recommendation of an appropriate Rental Value and the ultimate decision on any specific Rental Value used for the marketing of the Property is one for the Landlord.

3.2. The Agent agrees to advertise and market the Property at the Rental Value.

3.3. The Agent agrees to accompany prospective tenants to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavour to obtain feedback from prospective tenants and to report such feedback to the Landlord.

3.4. The Agent agrees to negotiate any offers from prospective tenants on behalf of the Landlord subject to the Landlord’s prior authority.

3.5. The Agent agrees to obtain a holding deposit equivalent to one week’s Rental Value from suitable prospective tenants to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019.

3.6. The Agent agrees to notify the Landlord of the relevant details of suitable tenants, including any offers made in respect of the Property, subject to the Agent’s legal obligations under the UK GDPR or relevant money laundering and financial crime legislation. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Landlord, however the Agent will provide, at the very least, a general indication of the tenant’s suitability.

3.7. The Agent, unless otherwise instructed by the Landlord, will instruct an independent referencing agency in order to obtain a credit reference report in respect of prospective tenants who have provided a holding deposit in respect of the Property, or any guarantor of such prospective tenants. The Landlord agrees to pay the cost of obtaining a credit reference report as set out in the Services and Fees section.

3.7.1. The Landlord accepts that the Agent is not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.

3.7.2. If the Landlord instructs the Agent not to obtain a reference they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant(s) to pay rent on time, or at all, and breach of the Landlord’s insurance policy.

3.8. The Agent agrees to arrange for a suitable date of commencement for the tenancy. The Landlord accepts that if a date of commencement is agreed but the Landlord subsequently withdraws prior to commencement of the tenancy (‘Abortive Tenancy’), the holding deposit will be returned to the tenants in accordance with the Tenant Fees Act 2019 and the Landlord will be responsible for the fees incurred by the Agent as set out in the Services and Fees section.

3.9. The Agent agrees to provide a standard form of tenancy agreement, the cost of which is to be borne by the Landlord as set out in the Services and Fees section. The Landlord may inspect this prior to the commencement of the tenancy and may request amendments or additional terms, the cost of which is again to be borne by the Landlord as set out in the Services and Fees section. The Landlord accepts that the Agent is not responsible in any way for the terms in the tenancy agreement and is advised to seek separate legal advice.

3.10. The Agent agrees to comply with any of the Landlord’s statutory obligations for service of documents (for example, serving the How to Rent Guide on the tenant(s)) at the start of the tenancy, but the Landlord remains responsible for compliance with statutory obligations once the tenancy has begun. The Agent will advise the Landlord of what and when additional documentation may need to be provided after the initial documents are served.

4. LET ONLY AND RENT COLLECTION SERVICE

4.1. If the Landlord instructs the Agent on a Letting and Rent Collection Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to Clause 3. above.

4.2. Where the tenancy is an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s) prior to the commencement of the tenancy and transfer the sum to the tenancy deposit scheme. The Agent will within 30 days of receiving the tenancy deposit register this with the The Deposit Protection Service (DPS) and provide them with their contact details. Failure on the part of the Landlord to provide such information that may be required in order to register the tenancy deposit within 30 days of the tenancy deposit being received by the Agent shall result in the Agent returning the tenancy deposit to the tenant(s). The Agent will within 30 days of receiving the tenancy deposit provide the tenant(s) with the Prescribed Information and such information as is required to satisfy the requirements of Section 213 of the Housing Act 2004. For information about the deposit scheme, see the Tenancy Deposit Scheme section.

4.3. Where the tenancy is not an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s)s prior to the commencement of the tenancy and hold the sum in the Agent's client account.

4.4. The Agent agrees to arrange for a professional independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this agreement. The Landlord agrees to bear the costs of this as set out in the Services and Fees section. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk. If the Landlord instructs the Agent not to obtain an Inventory and Schedule of Condition then they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property, including and in excess of the amount held as a tenancy deposit.

4.5. The Agent will use its reasonable endeavours to collect all rents payable from the tenant(s) in respect of the Property at the intervals at which such rent becomes due. The Landlord should note that the Agent has no control over whether the tenant actually pays the rent and can accept no liability for any failure by the tenant to make payment.

4.6. The Agent agrees to transfer the cleared rental payments less their fees and other charges or expenses due under this Agreement within 14 days of receipt. The Agent shall also provide the Landlord with a monthly statement of rents received ('the Statement') and, at the request of the Landlord, provide the Statement to the Landlord's accountant or other authorised person. Additional copies of Statements are available, the cost of which is to be borne by the Landlord as set out in the Services and Fees section.

4.7. The Agent agrees to use their reasonable endeavours to contact the tenant(s) if the rent due under the tenancy agreement is not received when it falls due for payment. Full details of the rent chasing procedure can be provided upon request.

4.8. The Agent agrees to notify the Landlord of any instances where rent or other sums due from the tenants have been outstanding for more than 7 days, even if the payments have subsequently been received.

4.9. The Agent will contact the Landlord three months before the end of the fixed term of the tenancy to enquire whether the Landlord intends to renew the tenancy or terminate. If the Landlord wishes to terminate then the Agent will be able to serve a notice to terminate the tenancy at the end of the fixed term, the fee for which is in the Services and Fees sheet. If the Landlord wishes to renew the tenancy then the Agent will liaise with the tenant(s) to see if they wish to renew. If the tenant(s) wish to renew then the Agent will prepare a Renewal Agreement, the fee for which is in the Services and Fees sheet. This fee will be payable once the Renewal Agreement has been drafted and regardless of whether the Renewal actually takes place.

4.10. The Agent agrees to arrange for a professional independent inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the tenant(s) surrendering possession of the Property. The Landlord agrees to bear the costs of this as per the Services and Fees sheet. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk.

4.11. The Landlord accepts that it is his responsibility to communicate with the tenant(s) at the end of the tenancy and agree how the tenancy deposit should be allocated. The Agent will only release the tenancy deposit on the written authority of the Landlord and the tenant, which must specify how much (if any) is to be retained by the Landlord. The Agent agrees to release the tenancy deposit within 10 working days of receipt of written instructions from the Landlord and the tenant.

4.12. In the event a settlement cannot be reached, the Agent will continue to hold the deposit for the duration of any claim that the Landlord or the tenant(s) may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.

4.13. If an agreement is not reached between the Landlord and the tenant(s) within 10 days, the tenant(s) have the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. The Landlord is advised that whilst the Agent can assist in this regard, if the Landlord does not respond in a timely manner then the tenancy deposit scheme may adjudicate solely upon the tenant(s) evidence.

4.14. The tenant(s) may elect not to use their right to use the tenancy deposit scheme's adjudication process, or may not have the right to use it. In these circumstances, if there is still a dispute, the Landlord must take steps to resolve the matter which may include issuing proceedings via the Court. The Landlord should take legal advice in this regard. If the Landlord does not take timely steps to genuinely resolve the matter then the Agent reserves the right to return the tenancy deposit to the tenant(s) so that the Landlord may pursue the tenant(s) directly. The Landlord is advised that the tenant(s) also have the ability to pursue the Landlord through the Court for the return of the tenancy deposit.

4.15. If the Landlord elects to terminate this Agreement, the Landlord must register with one of the authorised tenancy deposit schemes and provide the Agent with all of the information and documentation required to transfer the tenancy deposit to the Landlord or the nominated scheme. If the Landlord fails to do this the Agent shall return the tenancy deposit to the tenant(s).

4.16. If the Landlord elects to terminate this Agreement but retains at least one of the tenant(s) originally found by the Agent then the Landlord's instructions to the Agent will be on the basis of a Let Only Service, the fees for which are set in the Services and Fees sheet, until such time as all tenant(s) originally found by the Agent have vacated the Property.

5. FULL MANAGEMENT SERVICE

5.1. If the Landlord instructs the Agent on a Full Management Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to Clauses 3. & 4. above.

5.2. In addition to Clause 3.10. the Agent will continue to comply with any of the Landlord's statutory obligations during the tenancy by notifying the Landlord of the need for inspections to be carried out. Where these inspections generate documents that must be served on the tenant(s) the Agent will serve these within any relevant statutory time limit.

5.3. The Agent agrees to write to the utility companies (where it has been properly informed of the identities of them) and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain. The Agent is not liable for any failure on the part of utility companies or the local authority to properly deal with a transfer of liability or for any failure by tenants, occupiers, or other parties to pay bills promptly or in full or any transfer of liability to the Landlord.

5.4. The Landlord agrees that the Agent will retain from the initial rental payment a sum equivalent to one week's Rental Value ('the Fund'), which shall be held to create a repair fund. The Fund shall be replenished to the same level through deductions from subsequent rental payments if necessary. With the Landlord's consent the Fund can be increased to more than one week's Rental Value.

5.5. The Agent agrees to carry out at least 1 visit per year to the Property to inspect the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance. The Landlord may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Landlord as per the Services and Fees sheet. The Agent shall provide the Landlord with an inspection report within 14 days or each visit.

5.6. The Agent, if agreed with the Landlord, agrees to pay outgoings in relation to the Property provided the Agent holds sufficient funds in the Fund and the Agent is provided with copies of bills in good time. The liability for such outgoings remains the responsibility of the Landlord and the Agent will not accept any liability for late or missed payments. The Agent is not required to check the validity of such bills or whether they represent an appropriate charge for the services rendered and will pay any bill presented subject to the conditions set out above.

5.7. The Agent will notify the Landlord as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Landlord or where the Agent is unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario the Landlord must either arrange works themselves, or transfer sufficient funds to the Agent for the Agent to arrange for works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work, as set out in the Services and Fees sheet. The Agent retains the right to refuse instructions of such work at which point the responsibility for such work will revert to the Landlord.

5.8. The Landlord authorises the Agent to instruct contractors to carry out general repairs and maintenance to the Property up to the value of the Fund. The Agent is under no obligation to seek the prior approval of the Landlord to arrange such works. These works will be paid for from the Fund.

5.9. The Agent, except in the case of emergency, shall seek authority from the Landlord before instructing contractors to carry out any works which will cost more than the Fund. Upon receipt of such instructions from the Landlord, the Agent will instruct competent contractors to carry out the work. The Agent reserves the right to request sufficient monies to pay for such works before the Agent acts on the instructions.

5.10. In an emergency or where there is a risk of the Landlord or Agent being in breach of a statutory obligation, the Agent will have discretion to incur unauthorised works above the agreed Fund (see Clause 5.4.) provided. This discretion will only be exercised where the Agent has made an attempt to contact the Landlord on three separate occasions using no fewer than two methods of communication provided to the Agent, and where failure to immediately remedy such works is, in the Agent's reasonable opinion, likely to cause the Landlord and/or tenant(s) greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from the Landlord directly.

5.11. The Agent, unless the Landlord specifically asks it not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by the Agent and the Landlord agrees to bear the cost of this as per the Services and Fees sheet. Works estimated to cost in excess of £10,000.00 will be chargeable by the Agent at a higher rate and the Landlord agrees to bear the cost of this as set out in the Services and Fees section.

5.12. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.

5.13. The Agent agrees to negotiate between the Landlord and the tenant(s) in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. The Agent will in the course of this accept all reasonable instructions from the Landlord but must also abide by a general doctrine of fairness in all cases. The Landlord agrees to bear the cost of the Agent's time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Services and Fees sheet. The Landlord is referred to 'The Tenancy Deposit' section of this Agreement for more information.

5.14. The Agent will not be responsible for the management of any areas that are not demised to the tenant(s) as part of the Property.

5.15. The Agent will, on request by the Landlord, and on agreement by the Landlord to pay its fees for doing so as set out in the Services and Fees section, liaise with the Landlord's legal representatives to enable the preparation of a witness statement in the name of the Agent or an appropriate member of its staff for the purposes of obtaining possession of the Property or making a claim against a tenant or other occupier. The Agent will, on agreement by the Landlord to pay its fees for doing so as set out in the Services and Fees section along with reasonable expenses, further agree to attend in an appropriate court or tribunal for the purposes of giving evidence in support of any such witness statement.

6. VOID MANAGEMENT

6.1. If the Landlord instructs the Agent on a Void Management Service, the Agent and the Landlord hereby agree to each clause under this heading.

6.2. The Agent agrees to visit the Property and recommend a monthly fee for the Void Management Service, which shall be agreed in writing as per the Services and Fees sheet. The Landlord agrees to pay this fee in advance of each month.

6.3. The Agent agrees to visit the Property once per week (during normal office hours) and recommend to the Landlord any repair or maintenance deemed necessary for the Property, and to seek the Landlord's instructions as to the carrying out of such work. Upon receipt of such instructions from the Landlord, the Agent will instruct competent contractors to carry out the work required. The Landlord agrees that the Agent will charge an administration fee of 12% of the net invoice for such works.

6.4. The Landlord agrees to provide the Agent with funds as indicated in the Services and Fees section in order for the Agent to employ contractors to carry out agreed works.

6.5. The Agent will be responsible for liaising with insurance companies and utility companies where necessary and will attend the Property to allow access for contractors.

6.6. Oh Goodlord Limited ("Goodlord") has been engaged by us to provide energy supply management services, council tax and water supply registration for the Property.

6.7. The Landlord authorises the Agent to use Goodlord to manage the energy supply during any void period for the property. The Landlord acknowledges that this may result in a change to the electricity and/or gas supplier for the Property, but is aware that it will remain able to change to a different provider if desired.

6.8. Full details of how Goodlord process information can be found at: https://www.goodlord.co/privacy-policy.

6.9. Once the Tenant has taken possession of the Property they can choose an appropriate alternative utility supplier if they wish.

7. FEES

7.1. The Landlord agrees that the Agent's fees shall be payable where any occupier for the Property is found as a result of any marketing activity or viewing conducted by the Agent during this Agreement and/or through the Landlord's own contacts and/or through a third party's contacts whilst this agreement is in force. For the avoidance of doubt, in the event the Landlord instructs multiple agents to market the Property, if the Agent has conducted a viewing with prospective tenant(s), but the prospective tenant(s) (or an individual introduced as part of a group of tenants) agrees a tenancy for the Property through another agent, the Agent reserves the right to charge a fee for their work. The fee for this is set in the Services and Fees sheet as Abortive Tenancy (Property marketed). The Agent's fee remains due even where the Agent is not the effective cause of a tenancy or other occupation agreement being entered into.

7.2. The Agent's fees, as well as any other sums that may be owing to the Agent from the Landlord, will be deducted from the Rental Value, though the Agent reserves the right to charge the Landlord directly for any shortfall. For the avoidance of doubt, in the event the tenant(s) do not pay part or all of the rent to the Agent or otherwise, the Agent reserves the right to invoice the Landlord directly for the fee.

7.3. For invoicing purposes the Agent's fees are owed each month in advance coinciding with the first day of the tenancy. The Agent reserves the right to change the invoicing period to coincide with the way the rent is paid.

7.4. If any sum due under this Agreement is not paid by the Landlord by the due dates, interest shall accrue at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc. If any payments remain outstanding for 21 days or more, the Agent shall be entitled to suspend the Services for the Landlord until such sums are paid in full. The Landlord agrees to pay all fees incurred by the Agent in collecting outstanding sums.

7.5. The Landlord agrees that any fees due to the Agent and payable by the tenant(s) under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim the Landlord has against the tenancy deposit.

7.6. The Agent reserves the right to recover any fees due to them and payable under the terms of the tenancy agreement from the Landlord in the event that they cannot be recovered through the tenancy deposit.

7.7. The Agent reserves the right to alter the figures in the Services and Fees sheet. The Agent will give the Landlord 1 months' notice and the fee alteration will take effect on the next date on which fees are due once the notice has expired.

8. THE TENANCY DEPOSIT

8.1. In accordance with the Housing Act 2004, the tenancy deposit of any Assured Shorthold Tenancy (non-Assured Shorthold Tenancies are excluded) must be protected by an approved, recognised scheme.

8.2. The Agent is registered with The DPS, The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Tel: 0330 303 0033, Email: contactus@depositprotection.com, Website: www.depositprotection.com.

8.3. This is a custodial scheme. This means that the tenancy deposit will be held by the administrator of the Scheme until the Landlord and the tenant(s) agree how the tenancy deposit is to be apportioned, or until any dispute between the Landlord and the tenant(s) has been resolved.

8.4. If the Agent is a member of a deposit replacement scheme ("DRS").

8.4.1. The DRS operates by requiring the tenant(s) to take out an insurance policy with them. Once the tenancy comes to an end the DRS will pay up to a certain amount for any insurable damage caused by the tenant(s).

8.4.2. The DRS terms and conditions are enclosed with this Agreement which will set out the maximum amount payable under the DRS policy.

8.4.3. The Landlord must confirm if they wish to use the DRS before the start of the tenancy.

8.4.4. The Landlord is responsible for making a claim with the DRS at the end of the tenancy, though the Agent will endeavour to provide the Landlord with helpful information for such a claim in line with the requirements of their Service.

9. RENT PROTECTION SERVICE

9.1. If this option is selected, in support of the satisfactory Tenant Assessment, Easiliving is prepared to provide to the Landlord a rent and legal protection service in accordance with the terms detailed below and subject to any separate terms and conditions as provided to the Landlord.

9.2. In the event that the tenant(s) default on a payment of rent during their tenancy, the Agent will make a claim under their Rent Protection policy. If the claim is accepted, the Agent will pay rent monthly to the Landlord in arrears following receipt of the funds from the insurer. No payments will be payable in respect of outstanding contractual rent as may be owed by the tenant(s) once the tenant(s) cease to reside in the property. Payments will be made subject to any deductions agreed or any charges that are outstanding as set out in the Terms.

9.3. Payments shall be made by the Agent subject to the following conditions being met by the Landlord:

9.3.1. A satisfactory reference has been obtained for each tenant and each guarantor from an approved referencing service within 60 days of the tenancy commencement and that all the terms of the reference have been complied with.

9.3.2. A detailed inventory of the contents and the condition of the Property has been carried out and agreed to by the tenant(s).

9.3.3. Clear and up to date rental records have been kept.

9.3.4. The tenant(s) are 18 years of age or more.

9.3.5. There is an appropriate and correctly executed tenancy agreement in place that has been signed by all parties.

9.3.6. One month's rent and a deposit of at least one month's rent has been collected prior to the occupation of the Property by the tenant(s) or the tenant(s) have agreed to and purchased an approved deposit replacement alternative

9.4. Payments will not be paid out under this service if:

9.4.1. Any default is reported to the Agent after 31 days from when the rent was due.

9.4.2. The default has arisen due to the Landlord not fulfilling their obligations as specified in the tenancy agreement.

9.4.3. The Landlord acts without the consent of or against the advice of the Agent.

9.4.4. The Landlord is in breach of any rules or requirements relating to the deposit.

9.4.5. Where a substantiated allegation of dishonesty or violent behaviour has been made against the Landlord.

9.4.6. The arrears relate to someone legally taking the Property away from you, or restrictions or controls are placed on your property by any government or public or local authority.

9.4.7. A defence and / or a counterclaim is raised during the course of any proceedings instigated by the tenant(s) seeking to off-set unpaid rent.

9.4.8. You terminate the Terms.

10. TERMINATION

10.1. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this Agreement will continue until it is ended in accordance with the clauses below.

10.2. Within 14 days of instructing the Agent under the Terms the Landlord may change their mind and cancel the instruction. The Landlord does not have this power if they arranged and signed the Terms in the offices of the Agent.

10.3. The Landlord may terminate this Agreement by giving three months' written notice to the Agent. The Landlord agrees to pay all fees owed to the Agent up to the date of termination on or before the date of termination.

10.4. The Agent agrees to prepare and serve on the Landlord within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to the Landlord.

10.5. Any fees payable as part of this Agreement shall continue to be payable until the applicable notice period, as set out above, has passed.

10.6. Notwithstanding the above, this Agreement shall continue to apply on the basis of a Let Only Service until all tenant(s) found by the Agent have vacated the Property.

10.7. The Agent may terminate this Agreement immediately by written notice to the Landlord if the Landlord is in breach of the Agreement, including non-payment of fees, or where any act or omission on the part of the Landlord makes it impractical or impossible for the Agent to continue to provide the Services.

10.8. Notwithstanding the above, the Agent may terminate this Agreement by giving three months' written notice to the Landlord.

11. GENERAL TERMS

11.1. Without prejudice to the generality of the Agreement, the Agent will comply with all reasonable instructions from the Landlord from time-to-time in respect of the management of the Property or any part of it.

11.2. The Landlord will indemnify the Agent from and against all loss and expense the Agent suffers in consequence of any act or omission of the Landlord, including legal fees.

11.3. The Landlord agrees that the Agent is not responsible for non-payment of rent (whether in part or in full) on the part of the tenant(s).

11.4. The Landlord agrees that the Agent is not responsible for loss or damage (whether direct, indirect or consequential) sustained as a result of the Agent being unable to discharge any liability of the Landlord due to having insufficient funds in the Fund.

11.5. The Landlord agrees that the Agent is not responsible for managing or overseeing the Property when there is no tenancy agreement in place, unless the Agent is instructed under the Void Management Service.

11.6. The Landlord agrees that the Agent is not responsible for showing the tenant(s) how to use any of the appliances, fixed or moveable, in the Property.

11.7. The Landlord remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.

11.8. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Landlord accepts that it is thereafter the Landlord’s responsibility to collect those keys from the Agent.

11.9. The Landlord agrees that if a person who has been introduced by the Agent, or introduced by somebody who was introduced by the Agent, takes a tenancy of the Property by direct arrangement with the Landlord, or another agency, within 12 months of that introduction then the Landlord agrees to remain liable for the fees associated with the Let Only Service for the remaining term of the tenancy.

11.10. Upon the Landlord signing this Agreement, the Agent shall be deemed to be instructed to sign on the behalf of the Landlord all documents necessary to affect an Assured Shorthold Tenancy, or other tenancy if an Assured Shorthold Tenancy is not appropriate, of the Property. The Agent will use its reasonable endeavours to notify the terms of such documents and seek the approval of the Landlord prior to affecting the same. The Landlord accepts that if the Agent is unable to contact the Landlord, the Agent may agree to terms it considers reasonably acceptable.

11.11. The Landlord agrees that any interest incurred on monies being held for the Landlord will belong to the Agent, with the exception of the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.

11.12. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be severed and the remainder of this Agreement shall continue in full force and effect where possible.

11.13. The Agent may employ sub-contractors to carry out any part of the Services.

11.14. The Landlord accepts that the Agent is unable to provide advice in relation to the liability of the Landlord for tax on income arising from the letting of the Property and the Landlord confirms that he shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Landlord when the Property is let, including confirmation of the rental income received. The Landlord’s attention is drawn to the ‘Tax’ section below.

11.15. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.

11.16. Reference to any statute or statutory provision shall be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.

11.17. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.

11.18. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

11.19. The Agreement shall be governed by the law of England and Wales, and the Landlord submits to the exclusive jurisdiction of the courts in England and Wales.

11.20. This Agreement, including all documents attached hereto, including but not limited to the Instruction Form and Services and Fees sheet embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.

11.21. The Agent may alter this Agreement at any time by giving the Landlord not less than 30 days' notice in writing. No provisions in this Agreement may be waived excepted by a written document signed by both the Landlord and the Agent. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of this Agreement.

11.22. The Agent may assign any of their obligations to provide the Services or the entirety of their rights and obligations under this contract to a third party to abide by the terms of it in place of the Agent, subject at all times to the Landlord's right of cancellation set out in the Terms.

11.23. The Agent may take any sums due or owing to it under any other agreement between it and the Landlord from any monies payable to the Landlord under this contract.

12. COMMISSIONS

12.1. The Agent may receive commission from any contractors employed and/or instructed on behalf of the Landlord to undertake works and/or repairs to the Property at an agreed percentage rate of the invoice total. The commission payment is payable by the contractor and is not owed by the Landlord or to the Landlord.

13. LIMITATION OF LIABILITY

13.1. The Agent shall have no liability to the Landlord for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by the Landlord which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.

13.2. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect in performance of the Services which are performed other than by the employees of the Agent.

13.3. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Landlord by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under the Agreement of the provision of the Services.

14. TAX

14.1. If the Landlord is a UK resident, the Landlord is obliged to notify the Agent where they will be living, working or travelling abroad (outside of the United Kingdom) for more than six months. If the Landlord satisfies the above condition, or otherwise lives permanently outside of the United Kingdom, the Landlord may become liable for Non-Resident Landlord Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide the Landlord with an NRL8 Approval Number. The Agent will then deduct the appropriate amount of Non-Resident Landlord Tax from any rent paid by the tenant(s) and forward it to HMRC. The Landlord is advised to seek their own legal advice in respect of their tax liabilities.

15. LANDLORD'S INSURANCE REFERRAL

15.1. The Agent advises that its landlord customers ensure they have suitable insurance in place which meets their needs. The Agent can provide information on insurance provided by their provider, and a leaflet is enclosed with this Agreement. The Agent may receive a referral fee/commission from the Insurance Provider if the Landlord takes out a policy with them.

16. DATA PROTECTION

16.1. The Landlord is responsible for ensuring that any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) supplied by the Landlord to the Agent has been collected within the terms of the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018).

16.2. The Agent agrees to process any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) in accordance with the lawful and reasonable written instructions from the Landlord. The Agent reserves the right to refuse to provide data where such provision would breach the Agent's obligation to the above Regulation.

16.3. The Agent processes data on tenants on behalf of the Landlord as a data processor.

17. FORCE MAJEURE

17.1. The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond their reasonable control.

18. NOTICES

18.1. Any notice or other communications to be given under the Agreement shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery to the relevant addresses stated in the Agreement. Communications shall be deemed to have been received at the time of delivery if delivered by hand or two working days after posting, if posted.

19. SOLE AGENCY

19.1. The Landlord agrees that the Agent is appointed on a sole agency arrangement for a period of four weeks. For the avoidance of doubt, sole agency arrangement means that no other letting agent shall be appointed by the Landlord to market the Property. The sole agency arrangement can be terminated by the Landlord at the end of the four week period by giving not less than two weeks' written notice.

Cancellation Form

To Easiliving, Easilet, 257 Jesmond Road, Newcastle upon Tyne, Tyne and Wear, NE2 1LB, 0191 281 4577, admin@easilivinguk.co.uk

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

.....

Name of Landlord(s): .....

.....

Address of Landlord(s): .....

.....

Signature of Landlord(s): .....

.....

Date: .....