



# Terms of Business



AnthonyLettings 

The following Terms of Business is provided for information purposes. A digital copy will form part of the Landlord offer letter once a suitable Tenant is found and must be signed in order to proceed. For existing tenancies, this Terms of Business supersedes previous versions.

## Definitions

The "Landlord", "you" or "your" means the person or persons named as Landlords 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 this agreement if the other members do not fulfil their obligations.

- The 'Agent' 'we' or 'us' means Anthony Lettings Limited, Yeomans Court, Hertford, Hertfordshire, SG13 7HJ.
- The 'Tenant' means the party named in the tenancy agreement as the Tenant of the property.
- The 'Property' means the property detailed above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc.

## 1.Our Service Levels

### 1.1 Let Only Service

- The Agent will require a valid copy of the Energy Performance Certificate (The Energy Performance of Buildings (England and Wales) Regulations 2012), an Electrical Installation Condition Report (Electrical Equipment (Safety) Regulations 2016) and a Gas Safety Certification (Gas Safety (Installation and Use) Regulations 1998) where applicable. If instructed by the Landlord, and to comply with the Landlord's legal obligations, the Agent will arrange the required documentation. All costs will be borne by the Landlord, even if the property is not actually let through the Agent. The Agent will be unable to market the property unless a valid Energy Performance Certificate is available.
- If it appears to the Agent that there are or may be at the Property any of the hazards specified in the HHSRS Regulations the Agent shall either: advise the Landlord of the hazards and the steps that need to be taken; or recommend that the Landlord seek advice from a suitably qualified person. The Landlord shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- The Landlord understands their duties under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022. In particular:
  - the Landlord shall before a tenancy begins either:
    - a) confirm in writing to the Agent that all required smoke and carbon monoxide alarms have been installed at the property and are in working order on the start date of the new tenancy; or
    - b) instruct the Agent to arrange for the required alarms to be installed (at the cost of the Landlord).
  - the Landlord shall either:
    - a) check that each alarm is in proper working order on the day a new tenancy begins; or
    - b) instruct the Agent to conduct such a check (at the cost of the Landlord).
  - the Landlord shall:
    - a) carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the Tenant.
    - b) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- The Agent will arrange viewings with prospective Tenants either using the keys supplied by the Landlord or in coordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- Once a prospective Tenant is found, they will be asked to complete a comprehensive application form giving information and details for referencing. A pre viewing registration form will also have been completed.
- The Agent will then take up references appropriate to the circumstances of the prospective Tenant. This may be carried out by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy or licence.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will be responsible for any subsequent checks required under the Immigration Act 2014.
- The Agent will have the tenancy agreement drawn up, signed by the Tenant and any other relevant party and collect any money due under the application giving the Tenant copies of appropriate paperwork.
- The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for an Inventory which will be sent to the Tenant on completion. The Tenant will have 5 days in which to disagree with any detail contained within and return the signed document to the Landlord. It is the Landlord's responsibility to chase for the return of this signed document.
- If a Security Deposit has been collected and requires protecting under the Housing Act 2004 rules then the Landlord will need to provide details of an accredited deposit scheme. The Landlord shall provide to the Tenant the "prescribed information" required by the Housing Act 2004 within 30 days of the Security Deposit being received. The Agent will not have any involvement in any disputes/negotiations at the end of the tenancy.
- Following the Tenant's completion, the Landlord is responsible for full legal compliance for the duration of the tenancy.

## 1.2 Rent Collection Service

In addition to the Let Only Service above:

- The Agent shall protect the Security Deposit and provide to the Tenant the "prescribed information" required by the Housing Act 2004 within 30 days of the Security Deposit being received. The Agent will not, however, have any involvement in any disputes/negotiations at the end of the tenancy.
- The Agent will always use its best endeavours to collect rents or other charges due from the Tenant and provide a monthly account statement to the Landlord.
- If rent is unpaid for five working days after falling due, the Agent shall notify the Landlord and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.
- The Agent shall within 5 working days after the end of each month during the Management Period and for so long as necessary thereafter send to the Landlord a statement setting out, in relation to the Property:

- i) all Rent received;
- ii) the Commission due to the Agent and

Having sent the statement to the Landlord the Agent shall retain:

- i) the Commission; and
- ii) remit the balance to the Landlord within 5 working days.

- The Agent will not be liable for any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved in submitting returns to HMRC.

## 1.3 Full Management Service

In addition to the Let Only Service and Rent Collection Service above:

- The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for the Energy Performance Certificate (The Energy Performance of Buildings (England and Wales) Regulations 2012), an Electrical Installation Condition Report (Electrical Equipment (Safety) Regulations 2016) and a Gas Safety Certification (Gas Safety (Installation and Use) Regulations 1998) where applicable.
- If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations the Agent shall either:
  - i) advise the Landlord of the hazards and the steps that need to be taken; or
  - ii) recommend that the Landlord seek advice from a suitably qualified person.
- The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for work to be carried out at the Property:
  - i) in order to minimise the hazards specified in HHSRS Regulations;
  - ii) in response to a notice or order issued by the local authority under the HHSRS Regulations.

The Agent shall, if requested by the Landlord and at the Landlord's cost:

- a) arrange for the installation of any smoke and carbon monoxide alarms required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022;
  - b) check that each alarm is in proper working order on the day a new tenancy begins;
  - c) carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the Tenant;
- and,

- d) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in and for the duration of the tenancy.
  - The Agent shall, if requested by the Landlord and at the Landlord's cost, arrange for an Inventory which will be sent to the Tenant on completion. The Tenant will have 5 days in which to disagree with any detail contained within and return the signed document to the Agent. If the signed document is not received within 5 days, the original copy will stand.
  - The Agent shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004. The Agent shall provide the "prescribed information" required by the Housing Act 2004 to the Tenant within 30 days of the Security Deposit being received.
  - The Agent will notify the council tax, water board, electricity and gas suppliers (if applicable) of a change in tenancy once a new Tenant has taken occupation and provide the relevant meter readings where applicable.
  - The Agent will liaise with the Tenant on all day to day maintenance and tenancy matters arising.
  - The Agent shall advise the Landlord of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention by the Tenant or by other parties relating to the Property.
  - If the Agent becomes aware that repair or maintenance is required to meet your duties as Landlord, we will arrange (up to a limit of £300 inclusive of VAT or if the work is urgent). Otherwise, if required by you, we will obtain quotations and instruct contractors.
  - The Agent shall be entitled to accept and pay invoices and demands that appear to be valid.
  - The Agent shall inspect the Property once per annum and shall report its findings to the Landlord.
  - The Agent shall, if requested by the Landlord and at the Landlord's cost, conduct more frequent inspections of the Property and shall report its findings to the Landlord.

• If rent is unpaid for five working days after falling due, the Agent shall notify the Landlord and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.

The Agent shall within 5 working days after the end of each month during the Management Period and for so long as necessary thereafter send to the Landlord a statement setting out, in relation to the Property:

- i) all Rent received;
- ii) all expenses incurred;
- iii) the Commission due to the Agent and

Having sent the statement to the Landlord the Agent shall retain:

- i) the Commission; and
  - ii) remit the balance to the Landlord within 5 working days.
  - iii) If there are insufficient funds to pay the Commission the Agent shall notify the Landlord of the sum required from the Landlord.
- The Agent will, if a Rent & Legal insurance policy is in place, advise and instruct the insurers of any potential claim. Should the claim be accepted, the Agent will progress the claim with the insurers until its resolution.
  - The Agent will conduct rent reviews and tenancy renewals as the tenancy agreement, law and rental market permits.
  - The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Landlord permit the Landlord or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).
  - If a tenancy agreement is terminated pursuant to a break clause; or a Tenant vacates the Property before the end of a period for which Renewal Commission has been paid the Agent shall refund to the Landlord a proportionate part of the Letting Commission (or as the case may be the Renewal Commission) within 10 days of the Tenant vacating the Property.
  - The Agent shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of its duties under these Terms and Conditions.
  - The Agent will conduct the end of tenancy inventory check out (please refer to Scale of Landlord Charges).
  - The Agent will arrange the Security Deposit return including liaising with the Tenant in respect of deductions.
  - The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will 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.
  - The Agent will liaise with the current Tenant for remarketing purposes.
  - The Agent shall notify the Landlord of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Landlord if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
  - The Agent shall act with all due care and diligence and in accordance with sound commercial principles.

## 1.4 All Levels of Service

- The Landlord will be responsible for the arrangement and valid continuance of adequate buildings insurance (and contents insurance if applicable) on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure the continuance of insurance either for renewal or because the Property is vacant.
- 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.
- The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management (dependent on service selected) of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

## 2. The Landlord Agrees and Confirms:

2.1 The Landlord is aware of the statutory repairing obligations placed on residential Landlords by Section 11 of the Landlord and Tenant Act 1985. The Landlord shall comply with these obligations.

2.2 The Landlord shall notify the Agent if the Landlord is or becomes a non-UK resident and understands that the Agent may be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.

2.3 That the Landlord is the legal Landlord of the Property or that the Landlord is authorised by the Landlord to enter into this agreement and is entitled to receive rental income.

2.4 That the Agent is appointed as Agent for the Landlord on the Property.

2.5 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 or omissions or breach of contract.

2.6 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement, unless the loss or liability arises through negligence or breach of contract.

2.7 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.

2.8 That the Property will be professionally cleaned prior to letting and any garden is neat and tidy for the season.

2.9 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.

2.10 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.

2.11 That if the Property is leasehold, the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.

2.12 That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.

2.13 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm within 3 meters of a boiler and in all rooms that contain a solid fuel burning combustion appliance. If any are not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

### 3. The Agent:

- 3.1 The Agent shall advise the Landlord of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.
- 3.2 The Agent shall advise the Landlord of any issues raised by the Tenant or by other parties relating to the Property.
- 3.3 The Agent shall make a member of staff available to the Landlord at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the property.
- 3.4 The Agent shall notify the Landlord of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Landlord if it becomes aware of a breach of any of those laws or regulations in relation to the property.
- 3.5 Subject as provided in these Terms and Conditions and to any directions which the Landlord may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.
- 3.6 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 and fees to be agreed.
- 3.7 Is not liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by 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.
- 3.8 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.9 Is not responsible to manage the Property when it is not let.
- 3.10 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.
- 3.11 Is not responsible for any latent (hidden) defect in the Property.
- 3.12 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.
- 3.13 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 Landlord Scale of Charges.
- 3.14 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.15 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

### 4. Financial Matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's 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 previously agreed) and as set out on the Landlord Scale of Charges or any revision of the Landlord Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.2.1 In the event that the Tenant defaults on their monthly rent payments, the Agent reserves the right to continue to invoice for the monthly Management Fees.
- 4.3 The Agent reserves the right to increase their fees.
- 4.4 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.
- 4.5 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.
- 4.6 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. Details of such income received by the Agent can be provided to the Landlord on request.
- 4.7 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.8 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out in the Landlord Scale of Charges.
- 4.9 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.
- 4.10 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.
- 4.11 The Landlord will pay, reimburse and indemnify the Agent (refund 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.
- 4.12 If the Agent takes a holding deposit on the Property from a prospective Tenant, if the prospective Tenant should default, these funds will first be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.13 The Security Deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- 4.13.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
- 4.13.2 If the Security 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 concluded.
- 4.13.3 Security Deposit monies shall be paid out upon agreement between the Agent and Tenant or Landlord and Tenant, the decision of an adjudicator or an order of the court.
- 4.13.4 If the Security Deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.
- 4.13.5 If the Security Deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or court order.
- 4.13.6 For the avoidance of doubt the Agent will hold the Security Deposit as a Stakeholder and will be entitled to retain any interest earned on the deposit.



## 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, then they may cancel by completing the form found at the end of Appendix B.

If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Landlord identifying that person or group of connected persons and the Landlord shall be entitled, by giving not less than 3 months written notice to the Agent within 14 days after the notice from the Agent was given, to terminate the contract.

5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.

5.1.2 If a ready, willing and able Tenant has been found, this could be as much as the Let Only Service fee, plus other expenses incurred.

5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent, giving two months' notice to allow for the orderly handover of the property.

5.2.1 In the event of cancellation during a tenancy, the minimum fee that would be payable is the Let Only fee, plus other costs that may have incurred, including a reasonable fee for the time management that has been provided.

5.2.2 The Agent will not be able to transfer the Security Deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied the Security Deposit will be properly re-protected after being handed over.

5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving two months' notice to allow the Landlord to appoint another Agent.

5.4 Notice can be posted first class, recorded delivery, 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.

5.5 The Landlord will reimburse the Agent (in full) for referencing and administration costs incurred if the Landlord should terminate this agreement or withdraw the property's availability, after such works have been carried out.

### 5.6 Renewal or continuation of the tenancy

The Agent shall contact the Landlord and the Tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the Tenant's period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the Agent shall facilitate any negotiations.

If the Tenant remains in occupation after the expiry of the original tenancy agreement: the Tenancy Renewal Commission shall become payable in place of the Tenant Set Up Fee Commission, and the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.

The Renewal Commission is payable:

- in relation to the period starting on the expiry of the original tenancy agreement; and
- where the original Tenant (or one of the original joint Tenants) remains in occupation of the Property.

### 5.7 Complaints & Redress

- In accordance with the Redress Schemes Order the Agent is a member of a redress scheme for dealing with complaints.
- The name of the Agent's redress scheme is The Property Redress Scheme (PRS).
- A copy of the Agent's complaints handling procedure may be obtained on request.

## 6. Miscellaneous

6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Landlord Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt.

6.2 The Contacts (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 Anthony Lettings are a verified member of CMP (Client Money Protection) and Buy With Confidence - Trading Standards Approved

6.5 Should the Landlord cancel any service after a suitable Tenant has been found & agreed, the Landlord will be liable to pay the tenancy administration cost plus any reasonable costs incurred by the potential Tenant in relation to accepting their offer.

6.6 Contract cancellation fee (during a tenancy) - Where the Landlord cancels the Agent's instruction to provide any service (Full Management or Rent Collection), the Agent will charge the Landlord a fee that would be payable for the Let Only Service, plus any other costs incurred, including a reasonable fee for the time management that has been provided.

6.7 Should the Tenant, or any previous Tenant introduced by The Agent, complete on the successful purchase of the Landlord's property, the Agent shall be entitled to a fee set out in the Landlord Scale of Charges and must be paid on completion.

## 7. Data Protection

7.1 The Agent is registered for the purposes of the Data Protection Act.

7.2 The Landlord gives consent to their personal data being given to Tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.

All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the Data Protection Act 2018 and the GDPR at all times.

Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, we may use your data for the following purposes:

- Supplying our services to you (please note that we require your personal data in order to enter into a contract with you);
- Personalising and tailoring our services for you;
- Replying to emails from you;
- Supplying to you with emails that you have opted into (you may unsubscribe or opt-out at any time by emailing us at [optout@anthonylettings.co.uk](mailto:optout@anthonylettings.co.uk) or clicking on a link to unsubscribe on any email marketing that we may send to you).

We will forward your information on to prospective applicants and we will forward applicants details to you.

With your permission and/or where permitted by law, we may also use your data for marketing purposes which may include contacting you by email AND/OR telephone AND/OR text message AND/OR post with information, news and offers on our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligations under the Data Protection Act 2018 OR GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

We will not pass on your details to any 3rd party organisations for marketing purposes without your prior written consent. You have the right to withdraw your consent to us using your personal data at any time, and to request that we delete it. We do not keep your personal data for any longer than is necessary in-light of the reason(s) for which it was first collected. Data will therefore be retained for the following periods (or its retention will be determined on the following bases):

- 6 years after termination of business

Your data will only be stored in the UK.

## Deposit Replacement Insurance

### Terms & Conditions

Relating to the letting of residential property by the Letting Agent on behalf of the Landlord.

1. The following provisions are intended to apply to the agreement between the Letting Agent and the Landlord ("the Agreement") and the provisions set out herein shall have effect as if set out in full in the body of the Agreement.

2. Where there is a conflict between the provisions of the Agreement and the following provisions, the following provisions shall take precedent.

3. As an alternative to taking a deposit from a Tenant, we may offer the deposit alternative product from Reposit. Where that is the case and the Tenant opts for Reposit's product, the following shall apply:

a. Any clauses relating to Deposit or Prescribed Information within our original agreement should be disregarded. All other provisions of the Agreement shall remain in full force and effect.

b. No security deposit shall be taken from any prospective Tenant of the Property and in its place, you will have the benefit of Reposit's services which include: the notification and collection of end of tenancy charges, dispute resolution and insurance cover up to the value of 8 week's rent or £5,000, whichever is less. It is important to note that whilst you, the Landlord, will be covered by the Reposit product and paid by them, the Tenant remains fully liable for all dilapidations and rent arrears. Thus Reposit will continue to pursue the Tenant for any valid end of tenancy charges even if you have already been repaid by Reposit.

c. We will both be bound by the terms and conditions set out in the Reposit Supplier Agreement.

4. You agree we may receive a commission from Reposit in relation to any sums paid to it by a prospective Tenant.

## APPENDIX A

### Schedule 1 & 2 Information

- Information relating to distance, on and off-premises contracts.
  - These terms only apply to consumers. If you are a business, these terms do not apply.
- (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 Anthony Lettings Limited.
- (c) The company can be contacted at:
- Yeomans Court, Hertford, Hertfordshire, SG13 7HJ
- Telephone 01992 503200, Email [hertford@anthonylettings.co.uk](mailto:hertford@anthonylettings.co.uk)
- (d) We do not act on behalf of another trader.
- (e) See attached "Landlord Scale of Charges."
- (f) The information on the right to cancel and how to cancel, can be found in Appendix B of this agreement.
- (g) The costs involved with invoking a right to cancel can be found in Appendix B.
- (h) We have ongoing after-sales service available through contact details listed in (c) above.
- (i) We are members of The Property Redress Scheme (PRS). Further information may be obtained at [www.theprs.co.uk](http://www.theprs.co.uk)

## 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, Anthony Lettings, Yeomans Court, Hertford, Hertfordshire, SG13 7HJ. Telephone 01992 503200. Email [hertford@anthonylettings.co.uk](mailto:hertford@anthonylettings.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).
- 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

- We will make any reimbursement due without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- We will make any reimbursement due 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 any 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 us your cancellation from this contract, in comparison with the full coverage of the contract.
- If the client subsequently exercises his/her right to cancel then the client agrees to pay the Agent reasonable costs up to £490 inc VAT for providing services to the client under this contract up to the point of cancellation.



# Landlord Scale of Charges

Let Only

3

weeks rent \*\*

\*\*Based on a 12 month tenancy. 1 weeks rent plus vat payable per 12 months thereafter

plus VAT

Rent Collection

7%

8.4 inc VAT

Full Management

9.5%

11.4 inc VAT

Tenant Set Up Fee

Includes the following;

- Marketing
- Tenant / Guarantor Referencing
- Credit Searches
- Right to Rent Verification
- Full Compliance Checks
- Tenancy Agreement
- Utility Management & Set Up
- Tenancy Completion

£360.00

inc VAT

Energy Performance Certificate

Certificate must be A-E rating to comply. Valid for 10 years

£125.00

inc VAT

Electrical Installation Condition Report

Certificate must be completed by an NIC EIC registered electrician. Valid for 5 years

From £245.00

inc VAT

Gas Safety Certificate

Certificate must be completed by a Gas Safe registered engineer. Valid for 12 months

£95.00

inc VAT

Legionella Risk Assessment

A risk assessment prior to a tenant taking occupation to ensure low risk of Legionella. If preferred, Landlords can assess the risk themselves and do not need to be professionally trained or accredited.

From £75.00

inc VAT

Professional Inventory

Comprehensive report including Smoke / Carbon Monoxide alarm testing, meter readings & keys given. Used as evidence in the event of a deposit dispute

From £130.00

inc VAT

Deposit Registration

By Agent with My Deposits

Prescribed Information and accompanying documentation provided to Tenant. Renewed per Tenancy Agreement.

\*Mandatory but Landlord can register deposit

£65.00

inc VAT

Rent & Legal Insurance

Anthony Lettings is the policy holder. Policy valid for 12 months & service only available under Full Management service

From £350.00

## Landlord Scale of Charges

- End of Tenancy Check Out Report - From £70.00
- Smoke Alarm (not mains wired) supply, fit & test - From £45.00
- Carbon Monoxide Alarm, supply & test - From £30.00
- Chimney Sweep & Service (HETAS Certificate provided) - From £130.00
- Chimney Sweep - From £90.00
- Gas Safety Certificate (Let Only & Rent Collection Service only) - £110.00
- Gas Safety Certificate & Boiler Service - £195.00
- Oil Safety Certificate - From £100.00
- Property Inspection Report (1 report PA included within Full Management Service) - £75.00
- Tenancy Renewal including Rent Review (Full Management Service only) - £125.00
- Tenancy Renewal, Rent Review & Re-referencing (Full Management Service only) £175.00
- Tenancy Renewal - Periodic Tenancy - £25.00
- Tenancy Renewal - Section 13 Rent Increase Form - £60.00
- Tenancy Renewal (Let Only & Rent Collection Service only) - £300.00
- Legal Notice Service including proof of postage (Full Management Service only) £60.00
- Court Attendance if required by Agent (Full Management Service only) - From £300.00
- Duplicate Statements / Documents / Land or Title Register - £20.00 per document
- End of Year Tax Statement of Account - £45.00
- Residential Sale to current / previous Tenant or Anthony Lettings' client - 0.75 % plus vat (minimum fee £1,500.00)

All prices listed include VAT unless stated otherwise

# We Offer Guaranteed Rent

AnthonyLettings 



Trading Standards Approved



## Services Required & Declaration

**IMPORTANT NOTICE:** Clients should carefully read and understand the above terms of business before signing.

Service Level Required:

Full Management Service

Rent Collection Service

Let Only Service

Inventory Required\*:      Yes      No

\*I/We understand by not instructing Anthony Lettings to carry out a third party professional Inventory, should any issues arise at the commencement or end of tenancy, I/We will not have any evidence to refer to against any damages/deposit disputes. I will test the smoke alarm/s & Carbon Monoxide alarm/s to confirm they are in working order at the commencement of the tenancy and retain the proof of this as required by The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022.

Rent & Legal Protection Required\*:      Yes      No

\*I/We understand that by not instructing Anthony Lettings to take out a Rent & Legal cover policy, that there is no recourse to claim for unpaid rent or eviction costs via Anthony Lettings Limited.

Legionella Risk Assessment Required\*:      Yes      No

\*I/We understand by not instructing Anthony Lettings to carry out a Legionella Risk Assessment in accordance with current legislation and HSE ACOP L8 that in the event of any issues arising, I/We accept full responsibility for the outcome.

Please sign below in order to confirm the following;

- I/We am the legal Landlord of the property, or is authorised to let the property on behalf of the Landlords
- I/We accept the Terms of Business
- I/We will be responsible for notifying the insurer of the property that the property is to be let
- I/We will be responsible for notifying the mortgage lender (if applicable) that the property is to be let and to provide a copy of that permission to the Agent if requested
- I/We give permission for the Agent to sign the Tenancy Agreement on my behalf (if required)
- I/We confirm that all soft furnishings at the Property comply with the current fire safety regulations and that all non-compliant furniture has been removed from all parts of the property

Signed.....

Dated.....

Signed.....

Dated.....

Signed on behalf of the Agent.....

Dated.....



Anthony Lettings is a trading name of Anthony Lettings Limited.  
Registered office: 87-89 High Street, Hoddesdon, Hertfordshire, EN11 8TL  
Registered in England Number 7532347



Anthony Lettings  
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[@anthonylettingshertford](https://www.instagram.com/anthonylettingshertford)



AnthonyLettings 