

Terms of Business for lettings (Fully Managed)

Between

Agent	KINGSTON REAL ESTATE (PROPERTY MANAGEMENT) LTD
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And

Landlord	
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These Terms of Business form a legally binding contract between you and **Kingston Real Estate (Property Management) Ltd** and are designed solely for lettings located in England. It is important that you retain a copy of these Terms of Business for your records. If you have any concerns over the contents of the Terms of Business, please contact the office on 01604 631551 for further clarification, however, please note that if you need legal advice on the effect of this agreement you should obtain that independently.

1. Summary

Agent	
Landlord(s)	
Property	
Commencement Date	
Expiry Date	
Service Level	Fully Managed
Rent Remittance Frequency	Monthly / Fortnightly / Other
Client account	Bank: Barclays Sort code: 20-45-45 Account number: 00329797 Payee name: Kingston Real Estate (Property Management) Ltd
Who will hold the Deposit post-let?	TDS Custodial Scheme

The following definitions and rules of interpretation apply in this agreement.

2. Definitions

Agent: **Kingston Real Estate (Property Management) Ltd** registered in England and Wales with company number: 10632968. The Agent includes any new agent or third party who assumes all rights and responsibilities under this Agreement following an assignment, transfer or sub-contract pursuant to clause 21.2 of this Agreement.

Agreement: references to 'Agreement' or 'the Agreement' are to these Terms of Business.

Arrears: any Rent unpaid by close of business on the 3rd Working Day after the relevant Rent Due Date.

Client Money: monies received or held by the Agent for or on behalf of the Landlord, including Rent, floats, withheld tax and any other payments made in connection with the Property.

Deposit: the sum paid by the Tenant as security for the performance of their obligations under the tenancy agreement.

Deposit Scheme Administrator: the government authorised protection scheme for the protection of the Deposit if the tenancy agreement is an assured shorthold or assured tenancy agreement.

Fees: Fees payable by the Landlord in connection with the supply of the Services in accordance with Schedule 1. A full schedule of Fees is set out in Schedule 2.

Landlord: the person or company named as Landlords of the Property and will include any other persons with a legal interest in the Property, whether disclosed or not.

Property: [enter property address]. References to 'the Property' include reference to any part of it, curtilage of the same together with the garden, garage, and any parking space (if applicable) but excluding [enter relevant details here].

Rent: the rent and any permitted payments due from the Tenants under the tenancy agreement, excluding the Deposit.

Rent Due Date: each date on which Rent falls due under the tenancy agreement.

Services: the services as set out in Section A of Schedule 1.

Tenant: the person(s) or company named as Tenant(s) in the tenancy agreement relating to the Property.

Tenancy Commencement Date: The date of commencement of the tenancy in connection with the Property.

Tenancy Commission: the commission payable by the Landlord to the Agent in respect of the initial letting of the Property to the Tenant, becoming due on the successful signing and moving in of the tenant, and calculated at the rate and on the basis set out in Schedule 2.

Term: the period for which the Services are to be provided as agreed between the Landlord and Agent.

Termination: the date of which the Services cease in accordance with clause 18.

Working Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3. Interpretation

- 3.1. References to clauses are to the clauses of these Terms of Business.
- 3.2. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time; and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 3.3. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 3.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

4. Professional Membership

To use this Terms of Business document the Agent must be a member of Propertymark and comply with the Propertymark Conduct and Membership Rules. You can check here <https://www.propertymark.co.uk>.

5. Acceptance

- 5.1. The Services shall be deemed to be accepted when the Landlord and Agent execute these Terms of Business and this date shall be the date that the Terms of Business shall commence unless otherwise expressly agreed in writing.
- 5.2. The Services described in Schedule 1 will be supplied from the Commencement Date unless varied in writing.

6. Supply of Services

- 6.1. The Agent shall supply the Services set out in Schedule 1 to the Landlord and in accordance with these Terms of Business in all material respects unless otherwise expressly agreed in writing.
- 6.2. The Agent reserves the right to amend these Terms of Business if necessary to comply with any applicable law or regulatory requirement. Even if the amendment will not materially affect the nature or quality of the Services, the Agent shall notify the Landlord in writing in any such event.

7. The Landlord's undertakings

The Landlord undertakes that:

Legal ownership

- 7.1. They are the legal owner of the Property and are entitled to enter into these Terms of Business in respect of the Property;
- 7.2. If the Property is leasehold, they 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;
- 7.3. They agree to provide proof of current ownership of the Property as may be required (including HM Land Registry documentation);

Mandatory consent

- 7.4. They have received consent to let the Property from their mortgage provider and will supply a written copy of the consent to the Agent prior to the commencement of any let of the Property;
- 7.5. 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;

State of the Property

- 7.6. The Property is fit to be let, compliant with all statutory requirements, and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 7.7. They agree to maintain the Property in accordance with the requirements of clause 8 of these Terms of Business.

Energy Performance Certificate (EPC)

- 7.8. The Landlord acknowledges that the Property cannot lawfully be marketed to let without a valid Energy Performance Certificate (EPC). The Landlord will supply the Agent with a valid EPC prior to marketing, or authorises the Agent to obtain one at the Landlord's cost. The Landlord also acknowledges that the EPC rating must be included in all marketing material in accordance with current legislation, and agrees to notify the Agent promptly if the EPC becomes invalid or is replaced during the marketing period or any subsequent re-letting.

Agent's Instruction

The Landlord agrees that:

- 7.9. The Agent is appointed as Agent for the Landlord to provide the Services set out at Schedule 1.
- 7.10. The Agent may sign the tenancy agreement, notices, [and any relevant documentation on their behalf] relating to the Property.
- 7.11. They will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under these Terms of Business, unless the loss or liability arises through negligence or breach of these Terms of Business.
- 7.12. The Landlord authorises the Agent to receive Rent as the Landlord's agent into the Agent's designated client money account and to deduct Fees and permitted costs before remitting balances.
- 7.13. The Landlord will not demand or accept Rent directly from the Tenants during the term of this Agreement. If the Landlord does so, Fees and commission as if the Rent had been received by the Agent remain payable.
- 7.14. Where the Landlord is a non-resident landlord for UK tax purposes, the Landlord shall promptly provide any HMRC approvals or directions reasonably required for the Agent to remit Rent gross; failing which the Agent may deduct and account for basic rate tax as required by law.
- 7.15. They will provide the Agent with their National Insurance Number, Unique Taxpayer Reference (UTR) or Non-Resident Landlord approval reference before rent payments commence.
- 7.16. Where the Landlord is a non-resident, tax will be deducted at the basic rate each month and an annual certificate provided in accordance with HMRC Non-Resident Landlord Scheme rules.

8. Landlord's responsibilities

The Landlord agrees to:

- 8.1. Co-operate with the Agent in all matters relating to the Services;
- 8.2. Provide the Agent, its employees, agents, consultants and subcontractors, with access to the Property, and other facilities as reasonably required by the Agent;

- 8.3. Provide the Agent with such information and materials as the Agent may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 8.4. Obtain and maintain all documentation, necessary licences, permissions and consents which may be required for the Services before the Commencement Date and/or the date of any tenancy agreement;
- 8.5. Comply with any additional obligations as set out in any associated tenancy agreement.
- 8.6. The Agent will assist the Landlord to comply with these duties where included in the Services.

9. Maintenance of the Property

- 9.1. It is the Landlord's legal responsibility to ensure that the Property is adequately maintained and compliant with the relevant legislation as in force or amended from time to time. To that end, the Landlord undertakes that:
 - (a) They shall supply furniture and equipment in the Property compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and/or the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025; and
 - (b) The Property is compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy; and
 - (c) The gas appliances and flues supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended), and the Tenants will be provided with a copy of the current Gas Safety Record prior to the start of the Tenancy; and
 - (d) The electrical installation and all electrical equipment supplied by the Landlord comply with the Electrical Equipment (Safety) Regulations 2016 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
 - (e) The Property is compliant with Health and Safety Executive Approved Code of Practice (ACOP) L8 'The Control of Legionella Bacteria in Water Systems'; and
 - (f) The Property is compliant with the Blind Cord Safety Regulation 2014.

- 9.2. The Agent is engaged to manage repairs or maintenance of the Property as set out in Schedule 1.
- 9.3. The Agent may instruct contractors and arrange works on behalf of the landlord, subject to any limits or procedures set out in Schedule 1.
- 9.4. The Landlord remains legally responsible for compliance with all statutory requirements.

10. Awaab's Law and Property Condition

- 10.1. While the requirements of Awaab's Law (Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025) apply to social landlords, private landlords are reminded of their statutory duties under Section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 to ensure that the property is maintained in good repair, free from damp and mould, and safe for occupation.
- 10.2. Where the Agent provides a full management service, the Agent will act promptly to investigate and arrange necessary remedial works in accordance with the terms of this agreement, and will inform the Landlord of any disrepair or hazard that may pose a risk to the Tenant's health, safety, or wellbeing. The Landlord agrees to authorise and fund such works without undue delay to ensure statutory compliance.

11. Additional Services

- 11.1. The Agent may provide Additional Services to the Landlord, as set out at Section B of Schedule 1 or as otherwise agreed in writing. Any Additional Services and the fees for them will be agreed before work starts. The Agent may deduct the agreed fees and any related costs from Rent or other monies held for the Landlord or may invoice the Landlord directly. The Agent may use third-party contractors where appropriate, and the Landlord will be responsible for any third-party charges in advance.

12. Landlord's Default

- 12.1. If the Agent's performance of any of its obligations under these Terms of Business is prevented or delayed by any act, omission, or failure by the Landlord to perform any relevant obligation (referred to herein as a "Landlord Default"):
- (a) without limiting or affecting any other right or remedy available the Agent shall have the right to suspend performance of the Services until the Landlord

remedies the Landlord Default; and shall have the right to rely on the Landlord Default to relieve it from the performance of any of its obligations under the Terms of Business in each case to the extent the Landlord Default prevents or delays the Agent's performance of any of its obligations;

- (b) the Agent shall not be liable for any costs or losses sustained or incurred by the Landlord arising directly or indirectly from the Agent's failure or delay to perform any of its obligations as set out in this clause; and
- (c) the Landlord shall reimburse the Agent on written demand for any costs or losses sustained or incurred by the Agent arising directly or indirectly from the Landlord Default.

13. The Agent's undertakings

13.1. The Agent will provide the Services set out in Schedule 1.

The Agent undertakes to:

- 13.2. Supply the Services to the Landlord in accordance with the terms expressly agreed between the parties in all material aspects;
- 13.3. Carry out Right to Rent checks upon adult occupiers aged 18 or over in accordance with the Immigration Act 2014 and as amended from time to time;
- 13.4. Carry out customer due diligence in accordance with the Money Laundering Regulations 2017; and the guidelines on financial sanctions set by the Office of Financial Sanctions Implementation (OFSI) in May 2025;
- 13.5. Act as the main point of contact for the Tenant in relation to the Property.
- 13.6. 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;
- 13.7. 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;
- 13.8. Advise the Landlord of any issues raised by any Tenant(s) or other parties relating to the Property;

- 13.9. Subject as provided in these Terms of Business 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 of Business in such manner as it may think fit;
- 13.10. At its discretion, delegate any of the Services, such as inventory taking or referencing of prospective Tenants, where it does not adversely prejudice the Landlord by doing so.
- 13.11. Notify the Landlord of any notices the Agent receives in relation to the Property;
- 13.12. Notify the Landlord of any changes to laws and regulations relating to the use of the Property for residential lettings and shall as soon as reasonably practicable, notify the Landlord if it becomes aware of a breach of any of those laws or regulations in relation to the Property;
- 13.13. At their discretion, prepare and serve legal notices required relating to the letting.
- 13.14. The Agent is not responsible:
- (a) For redirecting the Landlord's post delivered to the Property;
 - (b) To manage the Property when it is not let; and
 - (c) For any latent (hidden) defect in the Property.
- 13.15. The Agent 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 in which case the Landlord shall be liable for the Agent's reasonable costs in so attending. The cost of attendance shall form a separate charge to the Landlord on terms to be expressly agreed between the parties prior to the Agent's attendance.
- 13.16. The Agent will not 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 works and upon terms and fees to be agreed.
- 13.17. The Agent will ensure that all client money is held in an appropriately designated Client Money account, provide remittance statements and transfer cleared Rent (less Tenancy Commission, Fees and authorised deductions) to the Landlord's nominated bank account.
- 13.18. The Agent will pursue Arrears in accordance with Schedule 1. For the avoidance of doubt, the Agent is not a guarantor of the Tenant's liabilities and is not authorised to issue legal proceedings.

13.19. Where rent is received for a period beyond the termination of a tenancy at the Property, the Agent will account to the Tenant or Landlord as appropriate.

14. Tenancy Commission and Fees

14.1. In consideration for the Services, the Agent shall charge the Tenancy Commission set out in Schedule 2.

14.2. The Agent shall be entitled to charge the Landlord for any fees and expenses reasonably incurred by the individuals whom the Agent engages in connection with the Services, and for the cost of services provided by third parties and required by the Agent for the performance of the Services. Further details regarding the fees chargeable by the Agent are detailed at Schedule 2.

14.3. The Tenancy Commission is payable on the successful signing and moving in of a Tenant, at the rate(s) set out in Schedule 2. If the tenant (or any person or company connected to the Tenant) renews, extends, or holds over the tenancy (whether by a new agreement or otherwise), a Renewal Commission is payable for each renewal, extension or period of holding over, at the rate(s) set out in Schedule 2. Renewal Commission applies to each subsequent statutory periodic tenancy directly resulting from the Agent's introduction.

14.4. For the avoidance of doubt, clause 14.3 will survive the termination of this Agreement and will be payable whether or not the Agent is still instructed.

14.5. Subject to a tenancy agreement being in place in respect of the Property; the Agent will automatically deduct any charges due from the Landlord from any rent payments received to settle the account monthly and any remaining sums will be remitted to the Landlord within [7] Working Days of receipt.

14.6. If rent payments cease or if any fees are left unpaid by the Landlord, the Agent shall submit monthly invoices to the Landlord in respect of the outstanding fees.

14.7. The Landlord agree to pay each invoice submitted by the Agent:

- (a) within 14 days of the date of the invoice or in accordance with any credit terms agreed by the Agent and confirmed in writing; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Agent.

14.8. The Agent may retain any interest earned on client money.

14.9. All amounts payable are inclusive of VAT. Where any taxable supply for VAT purposes is made by the Agent to the Landlord, the Landlord shall, on receipt of a valid VAT invoice from the Agent, pay to the Agent such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

14.10. If the Landlord fails to make a payment due to the Agent by the due date, then the Landlord shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

14.11. All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Client Money Protection

15.1. In accordance with the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc.) Regulations 2019, the Agent is a member of a Government-approved Client Money Protection scheme. The details of the Agent's chosen scheme are: TDS Custodial, The Dispute Service Limited, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG info@tenancydepositscheme.com

16. Complaints & Redress

16.1. The Agent's written complaints procedure is available from <https://1-content-s3-estateweb.s3.amazonaws.com/assets/8349/contentdocuments/complaints.pdf> In the event of an unresolved complaint, the matter may be referred to The Property Ombudsman Service (TPOS) consumer guide at www.tpos.co.uk

17. Cancellation

17.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 a Landlord has the right to cancel the Agreement within 14 days of signing this Agreement without giving any reason provided the Landlord is an individual acting wholly or mainly outside his trade, business, craft or profession and the Agreement falls within the definitions (in each case, as defined in the Regulations) of an "off premises contract" or a "distance contract".

17.2. To effect the cancellation, the Notice of Cancellation, attached at Schedule 3 should be served upon the Agent in accordance with clause 21.8 of this Agreement.

18. Termination

18.1. Without affecting any other right or remedy available to it, either party may terminate the Terms of Business by giving the other party one month's written notice.

18.2. Without affecting any other right or remedy available to it, either party may terminate the Terms of Business with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of these Terms of Business and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

18.3. Without affecting any other right or remedy available to it, the Agent may terminate the Services with immediate effect by giving written notice to the Landlord if:

- (a) the Landlord fails to pay any amount due on the due date for payment.

18.4. Without affecting any other right or remedy available to it, the Agent may suspend the supply of Services or any other Terms of Business between the Landlord and the Agent if:

- (a) the Landlord fails to pay any amount due on the due date for payment;
- (b) the Landlord becomes subject to any of the events listed in clause 18.2 or the Agent reasonably believes that the Landlord is about to become subject to any of them; or

- (c) the Agent reasonably believes that the Landlord is about to become subject to any of the events listed in clause 18.2.

18.5. On termination, the agent will

- (a) Notify the Tenants of the change in payment instructions and management arrangements;
- (b) Transfer any Client Money balance to the Landlord (less Fees and authorised costs);
- (c) Deliver a final statement of account to the Landlord;
- (d) Return an keys and documents belonging to the Landlord that are held by the Agent; and
- (e) Where the deposit is held by the Agent, transfer or arrange transfer in accordance with relevant scheme rules.

19. Consequences of termination

- 19.1. On termination or expiry of the Services the Landlord shall immediately pay to the Agent all of the Agent's outstanding unpaid fees and interest and, in respect of Services supplied but for which no invoice has been submitted, the Agent shall submit an invoice, which shall be payable by the Landlord immediately on receipt.
- 19.2. Termination or expiry shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms of Business which existed at or before the date of termination or expiry.
- 19.3. Any provision of the Terms of Business that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms of Business shall remain in full force and effect.
- 19.4. Any remaining client money held by the Agent on account of the Landlord (including and management float) will be returned, less any agreed or properly incurred costs or commitments.

20. Limitation of liability

- 20.1. The Agent has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 any one claim for Professional Indemnity. CMP cover £50,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Agent has been able to arrange and the Landlord is responsible for making its own arrangements for the insurance of any excess loss.
- 20.2. The restriction on liability in this clause includes every kind of liability arising under or in connection with the Terms of Business including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 20.3. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 20.4. Nothing in this clause shall limit the Landlord's payment obligations under the Terms of Business.
- 20.5. Nothing in the Terms of Business limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 20.6. The Agent's total liability to the Landlord:
- (a) for loss arising from the Agent's failure to comply with its data processing obligations shall not exceed £1,000,000 and
 - (b) for all other loss or damage shall not exceed £1,000,000 limits in line with Agent's current Professional Indemnity and £50,000 CMP cover
- 20.7. The following types of loss are wholly excluded:
- (a) loss of profits.
 - (b) loss of sales or business.
 - (c) loss of agreements or Terms of Business.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data or information.
 - (f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

- 20.8. The Agent may not be held 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 contractors or the repair work
- 20.9. The Agent may not be held liable for the Tenant's failure to pay Rent or for any loss arising from such failure. If rent guarantee insurance is provided as an Additional Service, this is a separate arrangement.
- 20.10. This clause 20 shall survive termination of the Terms of Business.

21. General

- 21.1. **Force majeure.** Neither party shall be in breach of the Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 21.2. **Assignment and other dealings.** The Landlord shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Terms of Business without the prior written consent of the Agent.

The Agent reserves the right to assign, transfer, or subcontract any of its rights or obligations under this Agreement to a new agent and/or third party, including any potential sale or assignment at any time from time to time.

The Landlord irrevocably consents to each transfer and agrees that the Agent can make transfers using its rights under this Agreement without further consent provided that the Agent has served at least 28 days' notice in accordance with clause 21.8 of this Agreement.

If the Agent's rights and obligations are assigned, transferred or subcontracted under this clause 21.2, the new agent and/or third party will automatically assume all rights and obligations under this Agreement.

- 21.3. **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Landlords, clients or Agents of the other party, except as permitted by clause 21.1(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms of Business, Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause ; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms of Business.

21.4. Entire agreement.

- (a) These Terms of Business governs the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering the Terms of Business, it does not rely on, and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Terms of Business. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms of Business.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

21.5. Variation. The Agent may vary these Terms of Business as may be necessary from time to time. Variation shall take effect 30 days after service of notice of the variation upon the Landlord in accordance with clause 21.8.

21.6. Waiver. A waiver of any right or remedy under the Terms of Business or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms of Business or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms of

Business or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21.7. **Severance.** If any provision or part-provision of the Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Terms of Business is deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21.8. **Notices.**

- (a) Any notice given to a party under or in connection with these Terms of Business shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal address (in any other case); or sent by email to:
 - (i) [Name of Agent]: [insert email address of Agent]
 - (ii) [Name of Landlord]: [insert email address of Landlord]
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 1.1(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

21.9. **Third party rights.**

- (a) Unless it expressly states otherwise, the Terms of Business does not give rise to any rights under the Terms and Conditions (Rights of Third Parties) Act 1999 to enforce any term of the Terms of Business.
- (b) The rights of the parties to rescind or vary the Terms of Business are not subject to the consent of any other person.

21.10. **Governing law.** The Terms of Business, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21.11. Data protection. The Agent is registered for the purposes of the UK GDPR and Data Protection Act 2018.

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 and/or for the purposes of carrying out the Services.

Your personal data will be handled in accordance with the UK GDPR and Data Protection Act 2018. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: <https://kingstonre.com/privacy-policy>

21.12. Execution. This Agreement may be executed electronically or in counterparts.

Signatures

The parties agree to the clauses contained within these Terms of Business.

Signed by [enter name of Landlord], Landlord
Print name:
Date

Signed by [enter name of agent], for and on behalf of Kingston Real Estate (Property Management) Ltd
Print name:
Date

Schedule 1: Services

Section A: Fully Managed

The Agent shall:

1. Advertise and market the Property;
2. Arrange and conduct viewings with prospective tenants;
3. Report to the Landlord concerning all offers received;
4. Arrange prospective tenant referencing via a third-party referencing company and provide copies of the signed inventory/schedule of condition to both Landlord and Tenant(s);
5. Negotiate appropriate tenancy terms with the Tenant(s);
6. Conduct Right to Rent checks on the Tenant(s);
7. Draft and arrange signature of the tenancy agreement
8. Serve the tenancy compliance documentation including: Energy Performance Certificate (EPC), Gas Safety Certificate, Electrical Installation Condition Report (EICR).
9. Collect the Deposit and, where applicable, protect the Deposit with the Deposit Scheme Administrator and serving the prescribed information upon the Tenant(s) within 30 days of receipt of the Deposit;
10. If applicable, liaise with guarantors and arranging appropriate guarantor agreements;
11. Arrange an inventory and schedule of condition of the Property and supply it to all parties;
12. Arrange for collection of keys;
13. Collect Rent;
14. Deduct Tenancy Commission and Fees in line with this Agreement and transfer payment of the remaining balance to the Landlord by way of bank transfer within 5 days (or as instructed by the Landlord) of receipt of funds;
15. Submit monthly statements of account by email unless otherwise agreed;
16. Inform the Landlord if the Tenant is in Arrears;
17. Chase the Tenant for payment of any Arrears. Arrears pursuit is limited to reminders and correspondence; legal action requires the Landlord's separate written instruction;
18. Conduct a review of the rent upon the first 12 months of the Tenancy; and if suitable, serve the necessary notice to increase the rent;
19. If the Tenant is in significant arrears, serve notice for possession under Section 8 of the Housing Act 1988.
20. Hold keys securely;
21. Act as the main point of contact for the Tenant;
22. Notify utility providers and the local authority of changes in occupancy at the commencement of the Tenancy;
23. Conduct periodic property inspections and report findings to the Landlord;
24. Arrange and oversee day-to-day repairs and maintenance on the Landlord's behalf up to an authorised cost limit of £[] per individual instruction, without prior reference to the Landlord.

25. For any works or expenditure exceeding this limit, the Agent will seek the Landlord's approval before proceeding, except in cases of emergency where urgent action is required to protect the property, comply with legal obligations or ensure tenant safety. The Agent will account to the Landlord for all costs incurred and provide invoices or receipts upon request.
26. Arrange access for contractors, inspections, or emergencies as required;
27. Respond promptly to emergency repairs and taking necessary action to safeguard the Property and occupants;
28. Arrange an annual boiler service;
29. Arrange an annual Gas Safety Certificate;
30. Managing the deposit return process at tenancy end, including proposing deductions and handling disputes under the relevant scheme;
31. Remit any cleared rent held (less Tenancy Commission and Fees) to the Landlord upon termination.

Section B: Additional Services

SAMPLE

Schedule 2: Tenancy Commission and Fees

Fully Managed Service	9% of monthly rent inclusive of VAT
[Additional Service]	
[Additional Service]	
[Additional Service]	
[Additional Service]	

Schedule 3: Cancellation Form

Complete and return this form if you wish to withdraw from the Terms of Business within the first 14 calendar days after the date upon which it was signed.

To: Kingston Real Estate (Property Management) Ltd

I/We hereby give notice that I/We cancel my/our contract for the supply of services in connection with the letting of the Property known as:

.....

Name(s) of Landlord(s):

Address of Landlord(s):

Signatures:

Signed by [enter name of Landlord], Landlord
Print name:
Date

Signed by [enter name of Landlord], Landlord
Print name:
Date

Signed by [enter name of Landlord], Landlord
Print name:
Date

Signed by [enter name of Landlord], Landlord
Print name:
Date