



Here's what we do*

Service Level Table

1	Visit you at your property to give advice and understand your requirements	✓	✓	✓	✓	✓
2	Present marketing comparisons and advise on rent achievable	✓	✓	✓	✓	✓
3	Recommend cost effective maintenance and improvements	✓	✓	✓	✓	✓
4	Offer advice on rules and regulations that relate to letting property	✓	✓	✓	✓	✓
5	Clearly set out the services we offer and how we can meet your needs	✓	✓	✓	✓	✓
★ 6	Photograph the property using professional camera equipment	✓	✓	✓	✓	✓
★ 7	Produce a full colour brochure highlighting your property's very best features	✓	✓	✓	✓	✓
★ 8	Market your property 24/7 in our high street window multimedia displays	✓	✓	✓	✓	✓
9	Market on Rightmove and other major internet portals such as Zoopla where appropriate	✓	✓	✓	✓	✓
★ 10	Market on our website and social media platforms including Facebook & Twitter	✓	✓	✓	✓	✓
★ 11	Market in the Warrington Guardian Newspaper	✓	✓	✓	✓	✓
12	Market to our database of prospective qualified tenants looking for a new home	✓	✓	✓	✓	✓
13	Provide and manage a highly visible 'To-LET' board	✓	✓	✓	✓	✓
★ 14	Make the brochure available to all interested parties for handing to every viewer	✓	✓	✓	✓	✓
★ 15	Review marketing performance and interest levels every week and report to you	✗	✓	✓	✓	✓
★ 16	Respond to any changes in market conditions to refine our marketing	✗	✓	✓	✓	✓
★ 17	Pre-viewing interview all prospective tenants and reject any that don't meet your criteria	✗	✓	✓	✓	✓
18	Arrange and accompany all viewers and liaise with any current occupant if needed	✗	✓	✓	✓	✓
★ 19	Keep you informed weekly with any feedback and comments from all viewers	✗	✓	✓	✓	✓
★ 20	Conduct a separate face-to-face interview with any interested applicants at our office	✗	✓	✓	✓	✓
21	Oversee a fully comprehensive referencing procedure plus tenant ID and immigration check	✗	✓	✓	✓	✓
22	Referencing includes: reviewing an affordability assessment and adverse credit check	✗	✓	✓	✓	✓
23	Seek a Guarantor of 'good standing' with sufficient income or assets if required	✗	✓	✓	✓	✓
24	Draw up a bespoke tenancy agreement, kept up to date with all relevant legislation	✗	✓	✓	✓	✓
25	Legionella assessment, Gas, Electric and EPC	✗	✓	✓	✓	✓
26	Arrange pre-tenancy professional clean if needed with your approval	✗	✓	✓	✓	✓
27	Draft and execute a Tenancy Agreement to create a legally binding tenancy	✗	✓	✓	✓	✓
28	Collect the first months' rent and tenancy deposit in advance of the tenancy starting	✗	✓	✓	✓	✓
29	Arrange key-handover on the day the tenancy begins	✗	✓	✓	✓	✓
★ 30	Issue your new tenant with a welcome pack containing all essential information needed	✗	✓	✓	✓	✓
★ 31	Re-market your property up to 2 months prior to a tenant leaving to minimize void period	✗	✓	✓	✓	✓
★ 32	Arrange and manage protection of the tenancy deposit and serve prescribed information	✗	✗	✓	✓	✓
★ 33	Collect rent every month and transfer direct to your bank account within 3 working days	✗	✗	✓	✓	✓
34	Chase any non-payment of rent promptly via phone, text and email	✗	✗	✓	✓	✓
35	Implement arrears management procedures promptly should they become necessary	✗	✗	✓	✓	✓
36	Account for income and expenditure and produce detailed landlord statements each month	✗	✗	✓	✓	✓
37	Attend to routine tenant and landlord enquiries and offer advice where appropriate	✗	✗	✓	✓	✓
38	Negotiate tenancy amendments such as: pet agreements, renewals and extensions	✗	✗	✓	✓	✓
39	Negotiate rent increases upon your instruction	✗	✗	✓	✓	✓
40	Continued support and advice on any aspect of property letting	✗	✗	✓	✓	✓
41	Arrange key-handover at the end of the tenancy	✗	✗	✓	✓	✓
42	Prepare a Check-in Schedule of Condition – typically over 300 HQ photos	✗	✗	✗	50%	50%
43	Read and record gas, electric and water meters at start and end of tenancy where possible	✗	✗	✗	50%	50%
44	Write to council tax offices and utility companies informing of a new tenancy start	✗	✗	✗	✓	✓
45	Perform regular internal and external property checks and report to you our findings	✗	✗	✗	✓	✓
★ 46	Emergency 24/7 online maintenance reporting service with self-help assistance	✗	✗	✗	✓	✓
47	Manage maintenance using our list of skilled contractors within strict limits set by you (up to £300)	✗	✗	✗	✓	✓
48	Arrange payment of completed maintenance, deducting from incoming rent (up to £300)	✗	✗	✗	✓	✓
49	Prepare a Check-out Schedule of Condition – typically over 300 HQ photos	✗	✗	✗	50%	50%
50	Produce a Check-out report highlighting areas for potential deposit claim	✗	✗	✗	50%	50%

Rental Protection Insurance (RPI):

51

- 100% of the rent paid up until vacant possession
- £100,000 legal cover, includes serving of notices and all legal costs
- This also includes any other serious breach – illegal activity, unauthorised occupants, subletting (available subject to Tenant meeting Insurers criteria)

x x x x ✓

★Only Mark Antony Estates offer all these extras without extra cost. Some local agents don't offer these services at all!

Optional Service @ 50% discount for Platinum Fully Managed Service only.

* Subject to our Agent Terms and Conditions at Landlord's cost – see our current tariff.

AGENT TERMS & CONDITIONS

(1) Meaning of words (Definitions)

- 1.1 "Agency Agreement" or "Agreement" consists of five parts: Landlord Declaration & Instruction, Service Level Table, Agent Fees, Agent Terms and Conditions (set out below) and Property Information Form. Together they form a contract between you and us that we both agree to be legally bound by.
- 1.2 "Agent" is a person or company that you appoint to act on your behalf. Under this Agreement, we are your Agent.
- 1.3 "Applicant" is a person or persons that we introduce to you whom has formally applied to rent the Property.
- 1.4 "Debtor" is a person or entity that owes a debt to another person or entity, referred to as the "Creditor". For example; The Debtor may be the Tenant who owes rent or owes fees for services provided or owes for utility usage. Respectively in each case, the Creditor may be (but not limited to): The Landlord, the Agent, the Utility Company.
- 1.5 "Deposit" means any amount of money paid by the Tenant or connected Third Party, to the Landlord or Agent, under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement.
- 1.6 "DPS" refers to the Deposit Protection Service, a Government approved Tenancy Deposit Scheme Provider.
- 1.7 "Emergency" is a serious unexpected situation that represents immediate risk to a person's safety or immediate risk to the Property requiring prompt action.
- 1.8 "EPC" is an Energy Performance Certificate and must be available for inspection by any Prospective Tenant before they can view the Property.
- 1.9 "Force Majeure Event" is a situation beyond the reasonable control of the party affected by it.
- 1.10 "HMRC" is Her Majesty's Revenue and Customs
- 1.11 "Inventory" is a written document and or a collection of photographs that describe the Property and its fixtures, fittings and contents that belong to the Landlord that are for use by the Occupier.
- 1.12 "Material Information" is any information relating to the Property that an average person would need to make an informed decision to rent the Property.
- 1.13 "Occupier" is a Tenant or any other person or organisation occupying the Property.
- 1.14 "Property" is the Property to-let, a full description of which is recorded on the Property Information Form.
- 1.15 "Prospective Tenant" is a person or persons that we introduce who have expressed an interest in renting the Property.
- 1.16 "Schedule of Condition" is a written document and or a collection of photographs that record the general condition of the Property.
- 1.17 "Service Level" refers to all matters that you appoint us as your Agent to do on your behalf, subject to our written acceptance. The name of each Service Level and what is included therein is shown on our "Service Level Table" and is subject to the applicable terms and conditions as set out in this document.
- 1.18 "Tariff" is our scale of charges payable by you where we supply a service you require that is not included in the Service Level we have agreed to provide you. The Tariff is set out above and is on display in our offices. It is also available electronically upon request and is subject to change without notice.
- 1.19 "Tenant" is the person or persons that are entitled to possession of the Property under a Tenancy agreement.
- 1.20 "Tenant Criteria" refers to any requirements, attributes, circumstances, and conditions specified on the Property Information Form that if an Applicant were to meet, you agree to grant them a Tenancy.
- 1.21 "Us", "We", "Our" refers to JRT Properties (NW) Ltd registered in England No.5982478. We trade as "Mark Antony Estates". We may change our trading name without notice.
- 1.22 "You", "Your", "Landlord" refers to the Landlord or Landlords of the Property and includes any other person owning a reversionary interest in the Property and anyone later who owns the Property or person assigned by the owner of the Property to act as such.
- 1.23 References to the singular include the plural and references to the masculine include the feminine and vice versa, providing it makes sense to do so.

(2) General Terms and Conditions

2.1 Jurisdiction, Service and Dispute Resolution

- 2.1.1 This Agreement shall be governed in accordance with the Law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any legal dispute.
- 2.1.2 Any notice relating to this Agreement shall be deemed served the next working day using email or hand delivery if served before 5pm or be deemed served three working days later if served by first class post. A working day does not include a Saturday, Sunday or Bank Holiday.
- 2.1.3 The address for service on you will be the contact address specified on the Property Information Form. The address for service on us will be 82 London Road, Stockton Heath, Warrington. WA4 6LE.
- 2.1.4 Should any dispute arise relating to this Agreement, it is agreed that some form of Arbitration will be attempted by all relevant parties before any application to the Courts.

2.2 Severance

- 2.2.1 If any term or condition of this Agreement is deemed by the Courts to be invalid, unfair, void, or for any reason unenforceable, that term or condition will be construed in a manner consistent with Law to reflect as nearly as possible, the original intentions of the parties, and will not affect the validity and enforceability of any other term or condition.

2.3 No Waiver

- 2.3.1 If you breach any condition of this Agreement and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Agreement.

2.4 Acts of Third Parties and Rights of Third Parties

- 2.4.1 Unless through our negligence, omission, or failure to provide the service under this Agreement, we will not be responsible for any loss or damage that you suffer through the default, act or negligence of any third party which may arise.
- 2.4.2 It is agreed that The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

2.5 Value Added Tax ("VAT")

- 2.5.1 VAT will be chargeable on all fees and commissions at the prevailing rate which may change from time to time. All fees and commissions in this Agreement exclude VAT unless otherwise stated.

2.6 Survival

- 2.6.1 Any monies that you owe us, or we owe you will survive termination of this Agreement by however means and become immediately payable.
- 2.6.2 Any term or condition which is expressed to survive termination of this Agreement shall survive however termination is caused.

2.7 Client monies and other monies we receive

- 2.7.1 All client monies that we collect are held separately from other funds by: Lloyds Bank PLC, Market Street, Manchester, England under the account name; "JRT Properties (NW) Ltd Client's Account", sort code; 30-95-42 and account number; 40377968.
- 2.7.2 We reserve the right to move client monies to another client account at another bank within the United Kingdom if we so choose. We would notify you of

any such change.

2.7.3 Monies we receive from (or on behalf of) any Debtor will be allocated to the relevant Creditor in order of the date which the debt became due for payment, with the oldest debt being settled first. This may mean (for example) fees owed by the Tenant to us will be settled before outstanding rent where the service relating to the fee was provided prior to the rent becoming due.

2.8 Retrospective Discounts and Commissions paid to us by other parties

2.8.1 Where we introduce you or the Property to another party during our normal course of business, we could be offered a commission, retrospective discount, or some other form of benefit. We may accept such for our own benefit and without accounting to you provided where we do so, this does not place you at a disadvantage. The use of contractors we recommend is always optional unless we are acting in an emergency where time is the essence.

2.9 Force majeure

2.9.1 Neither you nor we shall be liable for any delay or non-performance under this Agreement caused by a Force Majeure Event provided that the party affected gives prompt notice in writing to the other party of such event and uses reasonable endeavours to continue to perform its obligations under the Agreement.

2.10 Changes to the Agreement

2.10.1 The terms and conditions set out in this document prevail over anything previously written or said or subsequently said unless required so by existing legislation or later Act of Parliament.

2.10.2 Any term or condition may be changed with immediate effect if you and we mutually agree in writing.

2.10.3 We may change any term or condition in this Agreement by serving you no less than 2 months' notice in writing prior to the change coming into effect. Should you not agree to the change, you may terminate this Agreement by serving us no less than 1 months' notice in writing prior to the change coming into effect without any termination fee becoming payable in accordance with the clauses set out in **Section (11)** of this document. If you do not exercise this right to terminate, it will be deemed that you accept the change of terms or conditions and agree that you and we will be legally bound by them.

2.11 Variation of Service Level

2.11.1 Subject to your request and our written acceptance, we may vary the Service Level we provide you to better suit your needs.

2.11.2 Upon the change of Service Level coming into effect, you and we agree to be legally bound by the related terms and conditions of the chosen Service Level under this Agreement.

2.12 Transfer to another Agent

2.12.1 You may appoint another Agent by terminating this Agreement subject to the relevant clauses in **Section (11)** of this document.

2.12.2 We may transfer our rights, benefits, and obligations under this Agreement by serving you no less than 3 month's written notice prior to the transfer coming into effect. Should you not agree to the transfer and subject to the relevant clauses in **Section (11)** of this document; you may serve us no less than 2 months' notice in writing to terminate the Agreement prior to the transfer coming into effect without any withdrawal fee becoming payable. If you do not exercise this right, it will be deemed that you accept the transfer to another Agent.

(3) Our Services and Obligations.

3.1 Upon written acceptance from us, we will use all reasonable endeavours to provide the services set out in our Service Level Table subject to the following terms and conditions:

3.1.1 Under our Marketing Service Level:

- (1) We will research the lettings market and consider current and historical advertised rents of all properties like yours in its locality.
- (2) We may visit the Property, offer any advice you need, answer any questions you have about our services, discuss our marketing strategy, advise you on rent we believe is achievable, take high quality digital photographs and take marketing notes.
- (3) You agree to pay our Marketing Fee for each separate continuous period we advertise the Property to let.
- (4) You will provide us with or instruct us to provide you with a valid EPC ("Energy Performance Certificate") at your cost prior to any Advertisement taking place.
- (5) We will select photographs and write advertisement text. We will create a full colour brochure for mailing and emailing, and make copies available to personally hand to everyone that is shown around the Property.
- (6) We will market the Property at a rental cost we agree with you and advertise where and how we consider to be the most effective means to secure suitable interest in the Property. You warrant that the information you provide us is complete and accurate.
- (7) You give us permission to erect a To LET board at the Property unless you inform us in writing of some covenant or lawful restriction that prevents you from giving us such permission.
- (8) We will email you contact details of all interested parties for you to deal with directly (unless you have selected a higher service level)
- (9) We will continue to advertise the Property for 4 months or until you inform us that you have appointed a Tenant whichever is the soonest. You then permit us to advertise the Property is LET for a further two weeks before we arrange removal of our To-LET board.
- (10) We will highlight the Property by various means to individuals on our database who we believe could be suitable applicants.

3.1.2 Under our Tenant Find Plus Service Level, the above terms apply plus:

- (1) We will report to you on a regular basis: marketing performance, interest levels and feedback we receive from any interested parties who have viewed the Property. Where appropriate, we will adjust our advertising strategy, amend our advertisements and increase or decrease rent asked accordingly.
- (2) We will interview potential applicants to determine if they meet the written Tenant Criteria you have agreed with us. We will then arrange and conduct a viewing at the Property.
- (3) Once an Application is made to rent the Property by an Applicant, we will confirm their ID and refer them to an independent credit & referencing agent who will seek (using all reasonable and lawful measures) references from the Applicant's previous landlord and current employer (if applicable), confirm the Applicant's income and highlight any history of adverse credit by way of Bankruptcy, County Court Judgment ("**CCJ**") or Individual Voluntary Arrangement ("**IVA**").
- (4) We will conduct Right to Rent Immigration checks in accordance to the relevant Home Office Code of Practice.
- (5) We will seek a Guarantor of good standing if the credit & referencing agent recommends we do so, who will be subject to the same checks as the Applicant.
- (6) An Applicant is deemed "**Suitable**" if they meet the Tenant Criteria you have agreed with us prior to the application being made and the credit & referencing agent finds the Applicant acceptable or; if following your review of their circumstances, you tell us to accept their Application. It is understood by you and us that it would be discriminatory and unlawful to declare an Applicant unsuitable for reasons such as their age, gender, race, language, sexuality, or any other factor that might place an individual at a disadvantage.
- (7) You agree not to consider any other interested person for the Property whilst the outcome of a formal Application is being determined.
- (8) If an Applicant is not deemed Suitable, we will not grant a Tenancy on your behalf and we will resume our work to find another suitable Applicant.
- (9) Once an Applicant has been deemed Suitable and wishes to be granted a Tenancy; you agree to pay us our Tenant Find Commission and any outstanding Marketing Fee upon the date we schedule the Tenancy to start. If you do not grant a Tenancy to the willing Applicant that has been deemed Suitable, our Tenant Find Commission and Marketing Fee remains payable and you agree to reimburse the Applicant any costs they have incurred pursuant with their application.
- (10) We will draw up a Tenancy agreement and any other required agreements and documentation which we will sign on your behalf and have signed by the Applicant thereby creating a legally binding Tenancy agreement between you and the Applicant.
- (11) Where there is a gas supply at the Property and prior to the Tenancy starting, we will appoint a Gas Safe Engineer on your behalf to ensure Safety of the Gas Installation and Appliances. This will be at your cost. You may use your own contractor to provide a Gas Safe Certificate provided you tell us this before we instruct one. Where you supply us a Gas Safe Certificate; we have a lawful obligation to check the validity of the certificate and verify the Engineer used is qualified to assess the safety of the particular gas appliances in use. A fee is payable by you for this service as per our Tariff.
- (12) We will arrange a Pre-Tenancy Clean only if you specifically request us to do so. The cost of the cleaning is payable by you.
- (13) Prior to the start of the Tenancy, we will collect the first period of Rent and Tenancy Deposit from the Applicant.
- (14) On the day the Tenancy begins, we will arrange handover of the Property's keys to the Tenant. We will also provide them with your contact details unless you have selected our Platinum Fully Managed Service; in which case they will be given our contact details.
- (15) We will issue the Tenant a Welcome Pack containing any information you provide to us and instructions on how to report maintenance requirements or requests.

- (16) Once the Tenancy has begun, we will forward to you within 3 working days: Rent less deduction of any fees, commissions, maintenance, certification costs and cleaning costs (where incurred). Should Rent not be sufficient to cover the deductions, you agree to pay us the difference within 7 days of our request.
- (17) Tenancy Deposit funds that we receive will be processed, forwarded and protected under a government approved Tenancy Deposit Scheme as described in **Section (5)** of this document.
- (18) You permit us to contact the Tenant around 2 months before the end of the Tenancy to ascertain if they wish to extend for a further period.
- (19) Upon us becoming aware of the Tenant's intentions to leave, unless you tell us otherwise, it is agreed that we have your permission to:
- (a) Begin re-marketing the Property, entertain new Applications and use our best endeavours to appoint a new Tenant in the manner set out above as soon as possible after the existing Tenant leaves.
- (b) Switch the Property's utility provider and convert any pre-pay meters to standard billing meters if in our opinion this would lower your liability to the utility supplier during a potential void period.

3.1.3 Under our Tenant Find & Managed Service Level, the above terms apply plus:

- (1) We will use all reasonable means to collect rent payments on your behalf for the entire duration of the tenancy.
- (2) We will transfer all collected and cleared rents direct to your bank within 3 working days of receipt or becoming due whichever is the latter, less our rent collection commission, and less any other monies due to us under this Agreement.
- (3) We will account for all income received and expense we incur on your behalf plus any fees we charge and email you a detailed statement of those transactions.
- (4) Should rent fail to be paid within 3 working days of becoming due, we will chase the Tenant via several means at our discretion such as; phone, text and email. We will implement our arrears management procedures, inform you of our actions and keep you advised accordingly.
- (5) We will attend to routine Tenant and Landlord enquiries throughout the Tenancy offering advice and guidance where appropriate.
- (6) We will negotiate tenancy amendments such as pet agreements, rent increases, renewals and extensions on your behalf. The administration cost to correctly execute, document, gain signatures from all parties and implement any changes to the Tenancy will be payable by the Landlord.
- (7) We will arrange a key-handover at the end of the tenancy.

3.1.4 Under our Platinum Fully Managed Service Level, the above terms apply plus:

- (1) In advance of a Tenancy starting, at your request and for an additional fee as per our tariff, we will;
- (a) Visit the Property to prepare a written Check-In Schedule of Condition and a Photo Report containing as many photographs as we see appropriate to evidence the general state, condition, cleanliness and content of the Property.
- (b) Read and record gas, electric and water meters where reasonably practical and where you have notified us of their respective locations.
- (2) Once a Tenancy has started, we will pass information about the new Tenant to the relevant council tax office and utility providers along with meter readings where noted.
- (3) We will perform regular internal and external property inspections during each Tenancy and report to you our findings subject to the Tenant not denying access. The first is done at around 3 months of a new tenancy starting and then at every six months thereafter. Such property checks may include taking photographs where we feel necessary and will include noting items clearly requiring urgent maintenance, general cleanliness and condition of the Property. We will also note any serious breaches of the Tenancy agreement. However, our inspection is of limited scope. We are not Surveyors, Electricians, Plumbers or Structural Engineers and we do not move furniture or crawl into loft spaces or other confined spaces.
- (4) Should we become aware that a Tenant is in breach of the Tenancy Agreement, we will inform you, and at your request, we will issue notice to the Tenant to rectify the issue promptly.
- (5) We will provide your Tenant a 24/7 Maintenance Reporting Service. Should the nature of the problem represent a significant risk to your Tenants health or the integrity of the Property, we will use all reasonable endeavours during our office hours to attend to the matter promptly. Where appropriate and possible, we will appoint contractors on your behalf.
- (6) Where repairs or improvements to the Property are requested by the Tenant, or recommended by ourselves, we will:
- (a) In all but time critical Emergency situations, seek a quote or estimate from a suitable contractor and present to you for your consideration.
- (b) Should you accept the quote or estimate, or the matter be an Emergency: we will instruct a contractor on your behalf, liaise where needed with your Tenant to arrange access, and confirm works appear to have been completed to a satisfactory quality.
- (c) In Emergency situations where time is of the essence and any delay could further endanger the occupants or damage the Property: you authorise us to take immediate appropriate and reasonable action without first referring to you and agree to pay for the contractor's emergency call out and repair that we instruct on your behalf.
- (7) We will arrange payment of maintenance by deducting from incoming rent. Where a maintenance bill is due for payment before sufficient incoming rent is expected, you agree to either pay the bill directly, or place sufficient funds in our Client Account upon completion of the work so we can pay the bill promptly on your behalf.
- (8) We will email you a detailed statement each time we forward funds to you which clearly sets out all income and expenditure we process relating to the Property.
- (9) At the end of the Tenancy we will:
- (a) Collect keys from the outgoing Tenant
- (b) At your request and for an additional fee as per our tariff, we will:
- (i) Prepare a written Check-Out Schedule of Condition and a Photo report containing as many photographs as we see appropriate to evidence the general state, condition, cleanliness and content of the Property.
- (ii) Read and record gas, electric and water meters where reasonably practical and where you have notified us of their respective locations.
- (iii) We will compare both the Check-in and Check-out Schedule of Conditions and Photographs. Where dilapidations are evident beyond what (in our opinion) would be regarded as 'fair wear and tear' given the length of the Tenancy or, where it is evident that items are missing from the Property, we will; Prepare a Check-out Report that will highlight issues noted and any rent arrears and any other monies the Tenant owes to you or us. This will form the basis of any claim you wish to make on the Tenant's Deposit.
- (c) We will seek the Tenant's agreement to any deductions you wish to claim from the Tenancy Deposit or attempt to negotiate a mutually agreeable compromise.
- (d) If you are unable to agree deductions with the Tenant via ourselves or directly with them, we will refer the matter to the relevant Tenancy Deposit Protection Scheme provider whom protected the Deposit at the start of the Tenancy, in accordance to the relevant clauses in **Section (5)**.
- (e) We will process the return of the Tenant's Deposit less any deductions you and the Tenant agree to. Upon receipt; we will forward to you any funds successfully claimed less any outstanding amounts that you and your Tenant may owe to us if applicable.

(4) Sole Agency

4.1 Where you instruct us as your Sole Agent, you agree not to instruct another agent to market the Property or allow another agent to appoint a Tenant for the duration of this Agreement.

4.2 Whether you instruct us as your Sole Agent or not: In the event that you or another agent were to take, or consider to take, an application for the Property, you agree to inform us immediately to avoid multiple applications. Should you fail in this regard and we take an application to rent the Property from someone that meets your written Tenant Criteria: you agree the application we have taken will prevail over any other application made direct to you or via another agent, otherwise you agree to pay us our Marketing Fee, Tenant Find Commission and reimburse any costs incurred by the Applicant we introduced pursuant of their application.

(5) Tenancy Deposit

5.1 We will ensure that any Tenancy Deposit monies we receive are protected using a Government approved Tenancy Deposit Protection Scheme ("**Scheme**") and that the Tenant is served with Tenancy Deposit Prescribed Information ("**TDPI**") to confirm where and how the Deposit is protected.

5.2 Unless you tell us otherwise at least 10 working days before a Tenancy is due to start: we will arrange to protect the Deposit upon receipt using a Scheme that we administrate. A fee as per our tariff applies for this service unless included in the Service Level.

5.3 Should you wish to use an Insurance based Scheme under your administration;

5.3.1 You agree within 14 days from when we receive the Deposit to; arrange protection yourself in accordance with your chosen Scheme's rules and serve the TDPI on your Tenant and provide us a copy of the TDPI. Upon receipt, we will forward the Deposit funds to you to hold as per the Scheme's rules.

5.3.2 If you do not comply with **clause 5.3.1**, we will arrange to protect the Deposit upon receipt using a Scheme that we administrate and serve the Tenant with TDPI. This service is chargeable to you as stated in our current Tariff.

5.3.3 You undertake to ensure the Deposit remains protected for the entire length of the Tenancy and until you and your Tenant agree how funds should be released. You also undertake to re-serve the TDPI upon the creation of any new tenancy covered by the Deposit in accordance with your chosen scheme's rules or required so by law.

5.3.4 Under our Platinum Managed Service Level, we can assist you with negotiating fair deductions from the Deposit at the end of the Tenancy, but we are unable to process funds or administrate the claim on your behalf beyond offering our general advice about the processes.

5.4 Should you wish to use a Custodial Scheme under your administration provided by The Deposit Protection Service;

5.4.1 You agree within 14 days from when we receive the Deposit to; provide us your Landlord ID relating to your account held by your chosen custodial scheme provider.

5.4.2 Upon receipt of your Landlord ID, we will transfer funds to the Scheme you administrate. We will serve TDPI on your Tenant to confirm Deposit protection.

5.4.3 If you do not comply with **clause 5.4.1**, we will arrange to protect the Deposit upon receipt using a Scheme that we administrate and serve the Tenant with TDPI. This service is chargeable to you as stated in our current Tariff.

5.4.4 You undertake to re-serve the TDPI upon the creation of any new tenancy covered by the Deposit in accordance with your chosen scheme's rules.

5.4.5 Under our Platinum Managed Service Level, we can assist you with negotiating fair deductions from the Deposit at the end of the Tenancy, but we are unable to process funds or administrate the claim on your behalf beyond offering our general advice about the processes.

5.5 Where we protect the Deposit using a Scheme under our administration;

5.5.1 We will process the Deposit funds in accordance with the Scheme's rules and issue TDPI to the Tenant to confirm this has taken place.

5.5.2 We will ensure the Deposit remains protected for the entire length of the Tenancy and until you and your Tenant agree for funds to be released.

5.5.3 We will re-serve the TDPI upon the creation of any new tenancy that we administer or any new tenancy you inform us of that is covered by the Deposit in accordance with the Scheme's rules. If a new tenancy comes into effect that you do not inform us about, you will not hold us liable for any failure to re-serve the TDPI.

5.5.4 Under our Platinum Managed Service Level or where we otherwise agree:

(1) We will assist you with negotiating fair deductions from the Deposit at the end of the Tenancy using any available Check-in or Check-out documentation, Inventory, Schedule of Condition or photographs. You agree that we may add to the claim any amounts that the Tenant may owe to ourselves or others that have supplied the Tenant with goods or services that relate to the Property.

5.5.5 Where not under our Platinum Managed Service Level:

(1) You undertake to negotiate any claim on the Deposit directly with the Tenant and include in the claim any amounts the Tenant may owe to ourselves that we inform you of.

5.5.6 Once you and the Tenant agree the release of the Deposit or part thereof, along with any agreed deductions that you inform us of such, or as directed by an Arbitration Service or Court Order: we will process the Deposit and any successful Claim against it as per the Scheme's rules. Upon receipt of any funds we receive on your behalf, we will forward to you less our deposit claim administration fee of 10%+VAT and less any other outstanding amounts that are owed to us by you or your Tenant if applicable.

5.5.7 Should you and the Tenant be unable to agree on deductions from the Deposit, we will refer the matter to the Scheme provider. Undisputed funds will be released which we will process. You and your Tenant will then be offered Arbitration in accordance with the rules of the scheme to settle the disputed funds held. If either you or the Tenant does not agree to Arbitration or some other way to handle the dispute, the disputed amount of the Deposit will be held and remain protected under the Scheme until so ordered by the Courts.

5.5.8 If you require our help to represent you or make representations on your behalf pursuant of any arbitration processes or legal processes which may include; putting an initial claim together, collating and presenting evidence, liaising with an Arbitration Service, your Solicitors or other legal representatives and liaising where required with the Courts;

(1) We can provide such support at a cost to you for our professional time as per our Tariff, plus any expense we incur in providing you such support. Our fees for professional time are payable irrespective of the claim's success.

(2) We will only undertake to help you pursue claims that in our sole discretion are fair and have a reasonable chance of being successful.

(6) Maintenance, Replacements, Project Management and Other Expenses

6.1 "Maintenance" includes repairing or keeping in good order what already exists.

6.2 "Replacement" is the replacement of what already exists where repair is not economical, possible or desired.

6.3 "Project Management" is our undertaking to manage and oversee one or multiple suppliers or contractors in the process of maintenance, replacement or, upgrading of the Property in some way.

6.4 "Other Expense" is other expenditure you are liable for in relation to the Property such as but not limited to: Council Tax and Utility Bills during periods that the Property is occupied by yourself or is unoccupied.

6.5 We will arrange Maintenance, Replacements and undertake Project Management for you where:

6.5.1 The Service Level you have selected provides for and:

(1) We hold sufficient monies on your behalf in our Repairs Fund or;

(2) You have sufficient credit on account with us to cover the expected costs of the work or;

(3) At our absolute discretion we choose to use future rent that we expect to receive on your behalf to pay for such work. In the event we do this, and rent becomes overdue or be insufficient, you agree to forward funds to us upon demand to cover the works we have arranged on your behalf.

6.6 Acting as your Agent subject to **clause 6.5**, we will on your behalf:

6.6.1 Seek to understand the work required at the Property that we have noticed or that is brought to our attention by you or the Tenant.

6.6.2 Where appropriate, we will request quotations from up to 3 contractors who we believe are qualified and capable to perform the required work to a professional standard.

6.6.3 Select and instruct the contractor or contractors who provide the lowest quote that can perform the work within required timescales.

6.6.4 Arrange access at the Property for the work to be done with the current occupant or provide keys to the contractor.

6.6.5 Take reasonable steps to check or confirm the work has been completed satisfactorily then pay the contractor for works completed from funds we hold on your behalf.

6.6.6 Should it be determined that the Tenant is responsible for the work or call-out costs, you still must settle the contractors invoice whilst we will write a formal demand to the Tenant to reimburse you such costs.

6.7 In Emergency situations such as an imminent risk of injury or death to any occupant, or significant risk to the Property, you agree we may act as "agent of necessity" to take any reasonable measures we see fit. You agree to pay for the costs of dealing with the Emergency.

6.8 Where we have conducted or paid for any work, or incurred expense on your behalf; and should the funds we hold for you not be sufficient to cover the expense; you agree to reimburse us within 7 days of request or authorise us to deduct the same from any incoming funds we receive due to you whichever comes sooner.

6.9 You agree to pay us an administration fee for the management and payment of any projects, maintenance, replacements and other works we arrange for you as per our Tariff.

6.9.1 Under our Platinum Managed Service Level; No fee applies for any work we organise and pay for on your behalf where the cost is less than £300.

6.10 Where you ask us to settle any other expense from funds we hold on your behalf or from incoming funds due to you, you agree to pay us a processing fee as per our Tariff.

(7) Tax

7.1 We are not tax advisors

7.1.1 You should not rely on our opinion without gaining your own independent advice from a suitably qualified Accountant or HMRC directly.

7.1.2 Upon request we can prepare for you a HMRC Self-assessment report detailing all income and expenditure we have processed on your behalf during the last tax year. A fee is payable for this service as per our Tariff.

7.2 Special rules apply to Overseas Landlords as follows:

7.2.1 If you are currently living abroad, or planning to be, you are required to let us know. You indemnify us from any action HMRC take against us in this regard if you fail to do so.

7.2.2 Unless HMRC write to us and tell us otherwise, the law requires us (or your Tenant where they pay you directly) to deduct UK Tax from rental payments and pay these funds directly to HMRC on your behalf under The Non-resident Landlord Scheme. If you wish to receive rent gross without UK tax deduction, you must apply to the HMRC for each rental property.

7.2.3 Upon your request, we can assist you with your application to HMRC to receive rental income without deduction of UK Tax. A one-off fee per property is applicable to this service as per our Tariff.

7.2.4 Without HMRC writing to tell us otherwise, we will deduct the appropriate tax and pass on to HMRC on your behalf, accounting monthly to you and quarterly and annually to the HMRC for the payments. A fee is payable for this service as per our Tariff.

7.2.5 Where you receive rent directly from your Tenant, you undertake to advise the Tenant about their legal obligations with respect to the Non-resident Landlord Scheme.

(8) Your Obligations, Warranties and Undertakings

8.1 You should make yourself aware of all your legal obligations as a Landlord.

To assist you, we draw your attention to **Appendix 1** listing various Acts of Parliament, Codes of Practice and Regulations that apply to letting property in England. This is not an exhaustive list. We can provide our opinion on legislation that we are aware of, and we will use our best endeavours to act on your behalf within the Service Level you select, but ultimately, responsibility for meeting your lawful obligations lie with you. You should seek independent legal advice on any matters you are less than certain about.

8.2 Where you instruct us to appoint a Tenant, you acknowledge having reviewed our standard tenancy agreement and you have sought your own legal advice on any terms you do not understand prior to our acceptance of an Applicant to rent the Property. You authorise us to sign a Tenancy agreement on your behalf should an Applicant be deemed Suitable.

8.3 For the duration of this Agreement, you undertake to promptly inform us in writing of any:

8.3.1 Change to your residential status, address, emergency contact telephone number or email address.

8.3.2 Plans to live overseas for a period of 6 months or more.

8.3.3 Special requirements of your lender or insurer that relate to letting the Property.

8.3.4 Contact details of the person you authorise to attend to matters should you expect to be out of contact for more than 7 days.

8.3.5 Material Information you are aware of that could affect someone's decision to rent the Property such as: (not an exhaustive list)

(1) Areas of the Property that are to be exclusively included, excluded or shared with others.

(2) Restrictions or obligations placed on the Tenant whilst they occupy the Property by way of Covenants or Terms of any Head Lease or any other agreement that exists.

(3) Knowledge of persistent local nuisance

(4) Green deal repayments

(5) Parking rights

(6) Serious defects of the Property

(7) Potentially dangerous areas or elements of the Property

(8) Council Tax Banding

(9) Plans to sell the Property or move into the Property yourself

8.3.6 Errors or omission of Material Information in the Property brochure and in online advertisements we write on your behalf.

8.3.7 Specific criteria you have with regard to tenant selection. You may state for example that you do not wish to Let the Property to: smokers, housing benefit claimants, people with children or those with pets. However, you cannot include criteria that could be regarded as discrimination under the Equalities Act (2010) such as age, gender, race, language or sexuality.

8.4 You warrant that:

8.4.1 You have gained all the necessary consents to let the Property from any lawfully appointed bodies and all those whom have an interest in the Property such as: (may not be a complete list)

(1) The Local Authority

(2) Mortgage providers

(3) Insurance companies

(4) Freeholder or other superior landlords

(5) Other owners or others whom have claim to title of the Property

8.4.2 You hold all licenses to let the Property that the Local Authority require you to hold. You undertake to provide us a copy of such license.

8.4.3 The Property is suitable and safe for Letting and complies with all statutory requirements and will be kept so for the duration of this Agreement or duration of the Tenancy whichever is the latter.

8.4.4 Any furniture supplied with the Property meets The Furniture and Furnishings (Fire) (Safety) Regulations 1988.

8.4.5 Any gas installations and appliances at the Property are safe and meet Gas Safety (Installation and Use) Regulations 1998.

8.4.6 Any electrical installations and appliances at the Property are safe and meet Electrical Equipment (Safety) Regulations 1994.

8.4.7 The Property will meet the requirements of the Homes (Fitness for Human Habitation) Act 2018 before any Tenancy begins.

8.5 You undertake to:

8.5.1 Provide us proof upon request that you are either the sole owner of the Property or provide proof that all owners of the Property appoint you to look after their interests in the Property including but not limited to: collecting rent, appointing a tenant, conduct maintenance and appointing ourselves as your collective Agent.

8.5.2 Pay our commissions and fees for services supplied under this Agreement along with any other amounts payable to us within 7 days of invoice.

8.5.3 Reimburse us upon demand where we arrange or pay for goods, service or works on your behalf.

8.5.4 Where you instruct us to Tenant Find:

(1) Within 7 days of your instruction, you will supply us at least one full set of fully identified keys for the Property that we may use to access the Property. We will hold these keys for the duration of this Agreement. You also will provide us with any alarm numbers or door access codes.

(2) At least 3 working days in advance of any Tenancy starting, you will supply us with:

(a) One further full set of fully identified keys for the primary Tenant

(b) Additional front door keys for each additional Tenant

Or you agree we may produce the necessary duplicate keys from the set we hold at your cost plus a handling fee as per our Tariff.

8.5.5 Return any funds we pay to you in error without unreasonable delay.

8.5.6 Take all reasonable steps to ensure the Property continues to meet the requirements of the Homes (Fitness for Human Habitation) Act 2018 for the duration of the Tenancy.

(9) Limits to our Service and Liabilities

9.1 For reasons beyond our reasonable control it may not always be possible to deliver the service you require. Provided we have made all reasonable efforts and not acted negligently, it is agreed that you will not hold us liable to pay compensation or pay you for any loss suffered because of our non-delivery of service.

- 9.2** We will not be held liable due to any: acts, defaults, negligence or omissions by you or by third parties.
- 9.3** We will not be liable for any consequential or indirect cost, losses or damages that results from our breach of this Agreement.
- 9.4** Whilst we pride ourselves in taking all reasonable and lawful measures to verify an Applicant's identity and assess their status, references and ability to pay rent; for reasons beyond our control Tenant's circumstances can change. We therefore cannot guarantee that an appointed Tenant will pay rent in the future or meet all their obligations as set out in the tenancy agreement. We suggest you consider the risk of tenant default and consider making provisions should this event occur.
- 9.5** Whilst we will offer you our opinion of the law in connection with letting property, we are not legal advisors, solicitors or barristers. Should you be any less than certain about any terms of this Agreement, or your lawful obligations as a Landlord, you should seek your own independent legal advice.
- 9.6** You understand that the tenancy agreement is between you and your Tenant and any breach of that agreement is a matter between you and the Tenant. Whilst we act as your Agent, we will make all reasonable attempts to help you and your Tenant come to a common understanding, ultimately it would be a Court that would determine if a breach has occurred and to make an order. **9.7** We do not conduct Right to Rent Immigration checks within our Marketing Service Level, and we do not perform mid-term Right to Rent Immigration checks within our Marketing or Tenant Find Plus Service Levels. You undertake responsibility to comply with the Immigration Act 2014 in these situations.
- 9.8** In relation to any property visit or property inspection we undertake including the preparation of Inventories and Schedules of Condition;
- 9.8.1** We do not test appliances so unable to comment on their working order or their safety to use.
- 9.8.2** We cannot move furniture or any of a Tenant's belongings.
- 9.8.3** We cannot climb ladders or crawl into loft spaces or enter other areas of limited access.
- 9.8.4** We will use all reasonable endeavours to note important matters, but we cannot be held responsible for hidden or latent defects.
- 9.8.5** We will not enter properties where we believe there could be an unrestrained and aggressive pet present or any other threat to our safety.
- 9.8.6** We are not surveyors or engineers and any report we offer you as to the condition of the Property is limited to the best of our understanding and experience.
- 9.8.7** We do not conduct Health and Safety risk assessments at the Property such as assess any risk from Legionella Disease unless specifically agreed in writing with you.
- 9.8.8** We cannot enter the Property where the Tenant forbids our access.
- 9.9** We cannot be liable for any funds lost through bank system failure. We will however take all reasonable measures to help you recover any lost funds that are due to you should the situation arise.
- 9.10** The Deregulation Act 2015 requires an adequate written response to maintenance repair requests by the Tenant within 14 days. Failure to do so may restrict your rights to regain possession of your property in the future. We cannot be held liable for any delay or adequateness of our response that is beyond our reasonable control.
- 9.11** We do not undertake to be responsible for the Property whilst it is empty. Water will not be shut off nor drained from the system unless you request we arrange it on your behalf. We will of course report any issues that are clearly apparent when we visit the Property during our normal course of business under the Service Level you select. For example; where we show potential applicants around the Property. However, we can where you ask us to; make special visits to the Property during void periods. A fee is payable for this service depending on frequency and exactly what you require from us.
- 9.12** You indemnify us from any legal action taken against us should:
- 9.12.1** You fail to observe laws and regulations that we have brought to your attention or;
- 9.12.2** You fail to tell us Material Information about the Property or;
- 9.12.3** You act in an improper manner or;
- 9.12.4** You mislead us.

(10) NOTICE OF THE RIGHT TO CANCEL

10.1 In accordance with the Cancellation of Contracts Regulations 2008, if you are signing this Agreement away from our office, you have the right to cancel the Agreement within 14 days of signing.

10.1.1 If you exercise your right to cancel there will be no cancellation or withdrawal penalty or charges. However, where you instruct us to begin providing services to you immediately or within the 14 day cancellation period, you agree to pay us our fees for services we deliver in this time or committed to deliver plus any expense or cost we have incurred pursuant of providing you with our services upon receipt of our invoice.

10.1.2 Such examples of fees and costs you may be liable for within the cancellation period are listed in our Tariff which may include: Contractor's invoices for works on your Property, Marketing Fees where we have advertised the Property, Tenant Find Commission should we find a suitable applicant and any other costs we have incurred in providing you the services you request we supply within the 14 day cancellation period.

10.2 NOTICE OF CANCELLATION

If you wish to exercise your right to cancel this Agreement within the 14-day cancellation period, you must do so in writing and you may complete this section to do so. Any notice to cancel will be deemed served upon the day it was delivered, posted or sent.

Send your written Notice of Cancellation to;

Mark Antony Estates, 82 London Road, Stockton Heath, Warrington. WA4 6LE.

I (insert your name)

hereby give notice to cancel this agreement relating to:

#property_address# (insert property address)

I understand I may be liable to pay fees for services provided within the cancellation period where applicable under **clause 10.1**

Signed:

Date:#full_date#

(11) Cancellation & Termination

11.1 The Agreement between you and us persists until cancelled or terminated as per the terms in this section.

11.2 You may serve us, or we may serve you written notice to terminate this Agreement. This is subject to a minimum **"Notice Period"** of one month unless any of the following clauses apply, in which case termination can take place with immediate effect without any Notice Period:

11.2.1 The Property is vacant and there is no formal application from a potentially suitable applicant underway at the time you request termination or;

11.2.2 You or us become bankrupt or act in a manner that compromises the other or prevents or restricts the other meeting their legal obligations or;

11.2.3 You act in a manner that undermines our ability to act as your Agent or fulfil any of our obligations under this Agreement or;

11.2.4 You exercise your right to cancel within 14 days of your instruction or;

11.2.5 We otherwise agree with you to waive the Notice Period.

11.3 During any Notice Period, we will continue to provide the services specified in this Agreement unless we agree with you otherwise. This may mean fees will continue to be charged during the Notice Period for work we continue to do for you.

11.4 There are no withdrawal, termination or cancellation fees payable however, upon termination you agree to settle any outstanding monies payable to us for services provided and work done on your behalf up until this Agreement is terminated including:

11.4.1 Outstanding fees and commissions payable for services provided (excluding our Marketing Fee should clause 11.6 apply) and;

11.4.2 Any amounts we have paid or committed to pay to third parties on your behalf and;

11.4.3 The costs of any work we have done on your behalf that (whilst not directly chargeable under the Service Level we are instructed on) we would have expected to recover from future commissions had the Agreement persisted and not been terminated and;

11.4.4 If at the time of termination there is a Tenancy under our management; our administration fees for the Transfer of Tenancy Management to you or your appointed Agent as per our Tariff and;

11.4.5 Any other amounts payable by you under this Agreement.

11.5 Cancellation or termination of this Agreement by howsoever means does not cancel or invalidate any monies due to you or us by virtue of this Agreement.

11.6 Where we agree with you **"No Let, No Fee"** under our Tenant Find Plus and Managed Service Levels, we will waive our Marketing Fee if you choose to terminate this Agreement after a minimum marketing period of two months and subject to **clause 11.2.1**.

(12) Data Protection & Privacy

12.1 You permit we may store, process and share **"Information"** about you or the Property as set out below in accordance with The General Data Protection Regulation (GDPR) (EU) 2016

12.2 Information is held on password protected data systems and we will use all reasonable endeavours to ensure the Information is only accessible by the company employees that need to use it in the course of their regular duties.

12.3 Information will be held, processed and maybe used to;

12.3.1 Supply the service under the terms and conditions set out in this Agreement and;

12.3.2 Meet any lawful obligations placed on us and;

12.3.3 Manage our relationship with you and;

12.3.4 Keep you informed about changes to the services we offer you and bring to your attention any property lettings industry information that we have good reason to believe will be of interest to you.

12.4 Specific information, which is strictly limited to what is necessary, will be shared with third parties where;

12.4.1 We deal with them on your behalf under this Agreement or;

12.4.2 To meet the terms and conditions of this Agreement or;

12.4.3 Under other specific instruction from you or;

12.4.4 Where we are required by Law to do so.

12.5 Third parties may include (but not limited to); Prospective Tenants, Tenants, Tradesman, Contractors, Other Lettings Agents, Utility Providers, Other Service Providers, Local Authorities, HMRC, Insurance Companies, The Courts, The Property Ombudsman, Tenancy Deposit Protection Scheme Providers, Solicitors, Credit Reference Agencies and Debt Collectors.

12.6 We may also use your information to verify with outside agencies your identity and your right to act as Landlord of the Property.

12.7 Your information will be held during the persistence of this Agreement and for a period of 7 years after termination for auditing purposes, or longer if required so by Law. Whilst we hold your information, it may also be accessed if you enter into a new agreement with us in the future.

12.8 Should we enter into a joint business venture with another entity, or we merge with or sell our business to another entity, your information will be disclosed to this entity in order to continue the service.

12.9 You have the right to request a copy of the Information held by us.

12.10 You have the right to have any information we hold about you amended if found to be incorrect.

12.11 Information may, in the ordinary course of business, move between us and associated companies and specific third parties, which may involve the transfer and storing of data outside the European Economic Area.

12.12 You give us permission to record all communication between you and us, including phone conversations for auditing and training purposes.

12.13 You have the following rights relating to the information we hold on you:

12.13.1 The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;

12.13.2 The right to be informed;

12.13.3 The right of access;

12.13.4 The right to rectification;

12.13.5 The right to erasure (also known as the 'right to be forgotten');

12.13.6 The right to restrict processing;

12.13.7 The right to data portability;

12.13.8 The right to object.

12.14 More information on how we hold and process your data is available on our website: www.markantonyestates.com

12.15 If you wish to contact us regarding any data issue:

12.15.1 Contact our Data Controller on 01925 267070 or email Office@MarkAntonyEstates.com

12.16 Should you hold personal information about others in connection with the Property such as (but not limited to) phone numbers for Applicants or Tenants; we hereby advise that you may be required by law to register with the Information Commissioners Office (ICO) as a Data Controller. You should visit their website for guidance on the matter: <http://ico.org.uk/>

12.17 You understand it is an offence to falsify any information you provide.

(13) Copyright

13.1 We are the owner or the licensee of all documents and agreements we author, emails we send, leaflets we produce, photographs we take, property brochures we design and the content and design of our website. Such **"Material"** is protected by copyright, trademarks and other intellectual property rights by copyright laws and treaties around the world. All such rights are reserved.

13.2 Our status (and that of any identified contributors) as the authors of any intellectual property or Material referred above must always be acknowledged.

13.3 You may print, copy, scan or download our Material to hold in paper or electronic formats for your personal record keeping only.

13.4 You may not;

13.4.1 Remove any copyright or proprietary notice from our material or;

13.4.2 Copy, alter, edit or otherwise modify any Tenancy agreement, Notice or any other document that we have authored to re-use for another Tenancy or;

13.4.3 Generally publish, distribute or provide copies of our Material or other intellectual property to any other party without our permission in writing. This includes distribution to specific third parties and publishing in a manner which makes the Material accessible and available to copy all or in part by any other party. Such permission would not be unreasonably withheld.

(14) Complaints Procedure

14.1 You may complain to us in writing, verbally via telephone or in person. We recommend you first discuss your grievance with us as we will have the

opportunity to try and resolve the problem much quicker than via other means.

14.2 If you wish to put your complaint in writing, please write to; The Office Manager, Mark Antony Estates, 82 London Rd, Stockton Heath, Warrington, WA4 6LE.

14.3 We will record and keep on file any verbal or written complaint you bring to our attention and attempt to resolve immediately.

14.4 Any written complaint we receive will be acknowledged in writing within 3 working days and a formal investigation will be undertaken. The investigation will be conducted by a senior member of staff that was not directly involved in the transaction where at all possible.

14.5 We will respond to your written complaint with the outcome of our investigation within 15 working days in writing.

14.6 If you remain unhappy with our formal investigation and outcome, please write to us again addressing your complaint to our Managing Director stating your reasons and what you feel we should do to resolve the matter. We will conduct a separate and detached review and write to you with our final conclusion, viewpoint and with any offer of resolution we feel appropriate within 15 working days.

14.7 We sincerely hope that following our final review, we will come to a mutually agreeable resolution. If you feel this hasn't been achieved, you may take the matter further by referring your complaint to an Independent Redress Scheme as set out in the next section.

(15) Independent Lettings Agency Redress Scheme

15.1 We are a registered member of The Property Ombudsman Scheme who publish a code of practice we follow that sets out the standard of service you can expect from us. Should you ever have a complaint about our service that we are unable to resolve to your satisfaction, The Property Ombudsman offer a Free Independent Redress Scheme to consider your complaint and could make a ruling in your favour if they consider your complaint is upheld. Their service is free of charge to consumers and they aim to independently and impartially resolve disputes.

15.2 Should you remain unhappy with our service after 8 weeks have elapsed since you first complained, or you are unhappy following our investigation and receipt of our final viewpoint letter: then please write to The Property Ombudsman directly with a copy of our letter and your reasons for remaining unhappy along with any supporting documentation you feel is appropriate. Their address is as follows: The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP.

15.3 You agree any decision made by The Property Ombudsman in connection with our service will be treated as final.

(16) Rent Protection Insurance **16.1** Where Rent Protection Insurance is selected, it is key to understand the policy belongs to Mark Antony Estates and so we will receive payments to pass to on you after the deduction of our fees, as well as handle the claims process with the insurer.

16.2 Where Rent Protection Insurance is selected, you agree to Rent Protection Insurance being put in place for your property and understand the above.

16.3 Rent Protection Insurance includes the following features:

- 100% of the rent paid up until vacant possession
- £100,000 legal cover, includes serving of notices and all legal costs
- This also includes any other serious breach - illegal activity, unauthorised occupants, subletting etc
- Up to 6 weeks at 90% of rent following vacant possession if you re-let through our agency following eviction or claim
- Nil excess**
- Property damage legal expenses for damage over £1000, plus up to £250 paid towards damages over and above the deposit amount
- Contract dispute legal expenses for a dispute over £100

16.4 **The claim must be notified to the insurer within 45 days of the first arrears for you to benefit from nil excess.

16.5 Where the policy is taken out mid Tenancy, there is a no claim period of 60 days.

16.6 The payout via Mark Antony Estates is subject to a successful claim with our insurer.

APPENDIX 1:

Mark Antony Estates' short guide to Legislation applicable to Residential Lettings

1.1 We hereby draw your attention to the following Acts of Parliament and various Regulations that apply to residential lettings, so you can make yourself aware of your lawful obligations. It is not an exhaustive list.

1.2 The Defective Premises Act 1972 includes:

1.2.1 This act places a duty of care upon the landlord in relation to any person who might be at risk of personal injury from a defect in the Property that the landlord did know about or should have known about. Failure to inspect does not remove the landlord's liability. It is therefore very important that regular property checks are carried out, that prompt action is taken should you become aware of any defect that could endanger anyone, and you have insurance cover to protect you against any claim that could arise.

1.2.2 This act also gives the landlord right of access to perform essential repairs with appropriate notice.

1.3 Protection from Eviction Act 1977 includes:

1.3.1 It is a criminal offence to unlawfully deprive an occupier of a property. Only a Court can order an occupant to leave the Property and forcibly evict if necessary. Any attempt to remove a tenant by way of undue harassment or changing the locks for example is a criminal offence.

1.3.2 It is also unlawful to harass a tenant in any way for any reason. You must not interfere with their 'quiet enjoyment' of the Property. Appropriate notices must be served if you wish to enter your occupied rental Property unless in absolute emergencies.

1.4 Landlord and Tenant Act 1985 includes:

1.4.1 Requirements to keep a rented property in a reasonable state of repair and fit for human habitation.

1.4.2 We are required to disclose the landlord's identification and address to the Tenant within 21 days upon written request.

1.5 Housing Act 1988 as amended by the Housing Act 1996 includes:

1.5.1 This act introduced the Assured Shorthold Tenancy under which most Tenancies operate with provisions for Security of Tenure, Tenancy Terms, Rent, Grounds for Possession, Eviction and Periodic Tenancies.

1.6 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 includes:

1.6.1 Any furniture that you supply with the Property must meet the above regulations. In practice, and provided the furniture was purchased from a reputable source after March 1990, the item should be properly labelled and meet these requirements. However, failure to comply could lead to a large fine and possibly a custodial sentence. We therefore recommend you dispose of any relevant furniture items that are missing an appropriate fire safety label that confirms compliance.

1.7 Smoke Alarms and Carbon Monoxide Alarms (Building Regulations 1991) includes:

1.7.1 All properties built after 1992 must have installed interlinked, mains wired, fire alarms. The quantity and locations depend on the building size and layout.

1.7.2 The Health and Safety Executive strongly recommends the use of Carbon Monoxide Alarms and in some cases, they are mandatory depending on building layout and locations of gas appliances such as boilers. They are likely to be required where a Boiler is fitted in a cupboard in a Bedroom or Bathroom.

1.8 Gas Safety (Installation and Use) Regulations 1998 includes:

1.8.1 This legislation makes it mandatory to ensure all gas appliances at the Property are always maintained, and in a safe condition.

1.8.2 Annual Gas Safe Checks must be performed, and a Gas Safe Certificate must be issued to the Tenant.

1.8.3 All works on any Gas Appliance must only be performed by a suitably qualified and registered tradesperson.

1.8.4 Pending legislation: Carbon monoxide alarms may become mandatory.

1.9 Housing Act 2004 includes:

1.9.1 Introduced Tenancy Deposit Schemes to safeguard a Tenancy Deposit paid in connection with Shorthold Tenancies and to facilitate resolution of Disputes where claims are made on the Deposit. Using such a scheme became compulsory in April 2007.

1.9.2 Defined what is meant by a House in Multiple Occupation (HMO) and places additional obligations and responsibilities onto the landlord and may require the landlord to hold an appropriate license. A HMO exists where 3 or more adults occupy a property where one of the adults is unrelated to the other two. The regulations apply to the landlord whether the landlord is aware of how many people are occupying the property or not. Failure to comply with HMO regulations where applicable is a criminal offence and the landlord can be fined up to £5,000.

1.9.3 Local authorities can also introduce licensing for private rented premises. We provide our services to you under the assumption you have a license to Let the Property if one is required.

1.10 Health and Safety Regulations includes:

1.10.1 You must provide relevant information to the Tenant, your agents or any tradesman instructed to work on the Property of anything you are aware of (or reasonably should be aware of) that could affect their personal safety. E.g. the presence of asbestos.

1.11 Electrical Safety includes:

1.11.1 The following legislation applies to Electrical Safety;

- (1) The Occupiers' Liability Act 1957 and 1984
- (2) The Landlord and Tenant Act 1985
- (3) Consumer Protection Act 1987
- (4) Electrical Equipment (Safety) Regulations 1994
- (5) Building Regulations Part "P" (Electrical Safety in Dwellings)

This may not be a complete list.

1.11.2 The above Acts and Regulations mean that you have a legal duty to ensure that the electrical installation and any appliance provided with the Property is 'safe' to use before a Tenancy starts and throughout its duration. Any electrical maintenance or modifications to the electrical installation of any dwelling must be performed by a qualified and registered electrician.

1.11.3 For advice on how to meet your obligations we recommend you review the landlord's guide online at www.electricalsafetyfirst.org.uk

1.11.4 In conjunction with the online guide, we highly recommend you have a qualified electrician perform a Portable Appliance Test ("PAT") for any appliances you supply at the start of each Tenancy and annually thereafter and produce an Electrical Inspection Condition Report ("EICR") every 5 years or at the change of each Tenant whichever is the soonest to highlight any potential safety issues.

1.12 Housing Health and Safety Rating System 2006

1.12.1 This is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 and applies to residential properties in England and Wales.

1.13 Smoking and the Health Act 2006 includes:

1.13.1 Where Tenants live in individually let rooms and share common areas with other Tenants: it is unlawful to smoke in those common areas, even if all occupants agree. The landlord must put in place reasonable measures to discourage smoking in common areas and must act should it occur - including repossession if necessary.

1.14 Equalities Act 2010 includes:

1.14.1 Landlords could be prosecuted by unlawfully choosing to let a property to one person over another on the basis of: race, religious belief, marital status, disability, sexual orientation, disability, gender and age.

1.15 Disability Discrimination Act 1995 includes:

1.15.1 Landlords cannot unreasonably refuse consent to alterations under the Act and respond to such requests within 21 days.

1.16 Energy Act 2011 and Energy Performance Certificates ("EPC") includes:

1.16.1 EPCs are valid for 10 years and essential for any property you wish to let.

1.16.2 Since October 2008, an EPC must be given to all new Tenants.

1.16.3 Since January 2013, all lettings advertisements whether private or via an agent must include the EPC rating of the property being advertised. Where the advert provides sufficient space, the Rating Graph must also be displayed. This applies to all media including Newspapers, Leaflets and the Internet.

1.16.4 Trading Standards have the power to impose a £200 penalty against the landlord and his agent for each breach of the above regulations.

1.17 Energy Act 2011 and Green Deal includes:

1.17.1 When letting a property with a Green Deal, a certificate must be issued to the Tenant showing the Green Deal improvements, revised energy rating, any repayment amounts the Tenant will be liable for and other information. The Tenant must acknowledge the Green Deal and repayments required by way of standard prescribed wording.

1.17.2 Any obligation on a future Tenant to make repayments under the Green Deal may be regarded as "Material Information". Therefore, the details of which must be included in any advertisement to let the property where space permits.

1.18 Tenancy Deposit Legislation includes:

1.18.1 Under the Housing Act 2004 and Localism Act 2011, all Tenancy Deposits relating to Assured Shorthold Tenancies must be protected under a government approved scheme.

1.18.2 Failure to properly protect the deposit and serve relating prescribed information within 30 days of receiving the deposit prevents the landlord seeking repossession under Section 21 Housing Act 1988 unless the deposit is refunded to the Tenant first. Courts are also directed to order the landlord to pay the Tenant compensation equal to 3 times the deposit. Such a claim can be made even after the Tenancy has come to an end.

1.19 HSE: Approved Code of Practice L8 – Legionnaires' Disease includes;

1.19.1 Should Legionella Bacteria be found in the water system of the Property, whether someone gets ill (potentially fatally) or not, the landlord can be prosecuted if they have failed to comply with this code of practice.

1.19.2 An obligation is placed on the landlord to have conducted a Legionella Risk Assessment by a suitably competent person for all water systems which is reviewed at appropriate intervals especially if there is a change to the Water System or the Property is unoccupied for a length of time.

1.20 Immigration Act 2014 includes:

1.20.1 Landlords are required to carry out a "Right to Rent Immigration Check" for all new tenancy agreements to determine whether a tenant has the right to live in the UK legally. Repeat checks during a tenancy may be required.

1.20.2 Specific document checks need to be done. Where sufficient documents are unavailable, the matter must be referred to the Home Office.

1.20.3 Records of the checks made must be kept for 12 months after the Tenancy comes to an end. Annual checks must be carried out mid-tenancy where a tenant only has a time-limited right to live in the UK.

1.20.4 Checks must be done for all occupiers of 18 and older irrespective of whether they are named on the tenancy agreement or not.

1.20.5 Landlords must not discriminate and face to face checks against original documents are mandatory.

1.20.6 Non-compliance is deemed a criminal offence with fines up to £3,000.

1.21 Consumer Protection Legislation and CMA Guidance includes:

1.21.1 The Competition and Markets Authority ("CMA") have issued guidance to landlords and agents to avoid enforcement action being taken against them. Relevant legislation is;

- (1) Consumer Protection from Unfair Trading Regulations 2008
- (2) Supply of Goods and Services Act 1982
- (3) Business Protection from Misleading Marketing Regulations 2008
- (4) Unfair Terms in Consumer Contracts Regulations 1999

(5) Unfair Contract Terms Act 1977

1.21.2 The CMA regard private landlords and agents as traders therefore both are bound by the CMA guidance. And tenants are generally regarded as consumers.

1.21.3 The guidance must be followed by landlords who manage or let their own properties and any agents they instruct. It applies to the entire lettings process including:

- (1) Advertising the Property
- (2) Declaring Material Information to any interested applicant at the earliest opportunity in advertising where there is space or upon first enquiry
- (3) Viewings and Negotiations
- (4) Pre-tenancy checks, pre-tenancy agreements and fees
- (5) Holding the Property whilst referencing is conducted
- (6) The Tenancy agreement, deposits and inventories
- (7) Maintaining the Property
- (8) Access to the Property
- (9) Extending the tenancy
- (10) Ending the tenancy
- (11) Retaliatory evictions

1.22 Houses in Multiple Occupancy (“HMO”) includes:

1.22.1 A HMO is defined in sections 254-259 of the Housing Act 2004.

1.22.2 A property may be a HMO if three or more adults live in a single dwelling who share a kitchen or a bathroom, unless they are all related to each other and form one household. An example HMO could be a couple who allow a friend to live with them or three friends sharing.

1.22.3 Landlords who let HMOs must comply with further legislation. This may mean modifying the property and conducting additional routine checks.

1.22.4 Depending on the location and type of HMO, the Local Authority may require you to pay for and hold a license for the HMO and impose other requirements which must be adhered to.

1.22.5 Failure to comply with regulations that relate to HMOs can be a criminal offence with fines up to £5,000.

1.23 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 includes:

1.23.1 Working fire alarms must be installed on each floor of the property.

1.23.2 Working carbon monoxide alarms must be installed in any room containing a solid fuel combustible appliance.

1.23.3 All smoke and carbon monoxide alarms must be checked and confirmed operational at the start of every new tenancy.

1.23.4 Local authorities can impose a fixed penalty charge on the Landlord of up to £5,000 for failure to comply.

1.24 The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 and Deregulation Act 2015 includes:

1.24.1 Section 21 notices that a Landlord may serve to recover possession of the Property must now be issued in a set prescribed format and not within the first 4 months of a tenancy.

1.24.2 A Landlord can only rely on a Section 21 notice if it can be shown the following items have been issued to the Tenant at the start of a tenancy;

- (1) A valid Energy Performance Certificate.
- (2) A valid Gas Safety Certificate where applicable.
- (3) An up to date copy of a booklet written by the Department for Communities and Local Government entitled “How to rent: the checklist for renting in England”.

1.24.3 Any Section 21 notice may be deemed invalid if the notice is served in response to a Tenant’s reasonable request for repairs that the Landlord is responsible for or if such requests aren’t responded to adequately in writing within 14 days.

1.25 The Energy Performance of Buildings (England and Wales) (Amendment) Regulations 2016 includes:

1.25.1 From April 1st 2018, it is illegal to enter into a new tenancy agreement, or extend an existing tenancy for a further fixed term where the property being let does not achieve the minimum energy rating of ‘E’. Some exceptions may apply.

1.25.2 From April 1st 2020, it is illegal to continue to let any property to existing tenants that doesn’t meet ‘E’ rating. This effectively means Landlord’s will either have to improve inefficient properties whilst the property is occupied or require the Tenant to leave before this date. Some exceptions may apply.

1.25.3 Local authorities have can issue penalties for up to £4,000 for non-compliance.

1.26 The General Data Protection Regulation (GDPR) (EU) 2016 includes:

1.26.1 This EU law is enforceable from 25th May 2018. It applies to Landlords as well as their Agents. Fines for non-compliance are up to 4% of annual turnover. The law will be adopted and incorporated into British law following ‘Brexit’.

1.26.2 Landlords that store any information whatsoever about their Tenant (or previous tenants) must adhere to these regulations or potentially risk severe fines if prosecuted. There are many rules to be aware of and information can be found here: <https://ico.org.uk>

1.26.3 This law does not apply to Landlords who avoid storing any information about their tenants by instructing a GDPR compliant Agent on a Fully Managed basis – which is our strong recommendation.

1.27 Homes (Fitness for Human Habitation) Act 2018 includes:

1.27.1 The Act amends the Landlord and Tenant Act 1985 and is designed to ensure that all rented accommodation is fit for human habitation and to strengthen tenants’ means of redress against the minority of landlords who do not fulfil their legal obligations to keep their properties safe.

1.27.2 Only a Court can decide if a property is fit for habitation. They will consider; General state of repair, Stability, Damp, Internal arrangement, natural lighting, ventilation, heating, water supply, drainage and sanitary conveniences, facilities for food preparation and hazards under the Housing Health Safety Rating System (see above).

1.27.3 Tenants now have the right to sue a Landlord directly and do not have to involve their Local Council. Landlords can potentially be sued for damages for the length of the tenancy agreement and a Court can order improvements at the Landlord’s cost.

1.28 Tenant Fee Act 2019 includes:

1.28.1 Tenants can no longer be required to pay any fees in relation to their tenancy apart from what are specified in the Act.

1.28.2 Prohibited fees include: Application, Renewal, Check-in, Check-out, Inventory, Penalties for Late Rate (apart from interest at 3% above base rate).

1.28.3 Tenancy Amendments at the request of the tenant may be charged but are capped.

1.28.4 Tenancy Deposits are also capped at 5 weeks rent. Previously, Landlords would ask for a higher deposit in return for consent to own a pet. This is now illegal.

1.28.5 A breach of the fees ban will be a civil offence with a penalty of up to £5,000

1.28.6 The Act applies to any tenancy that began on or after the 1st June 2019, or any tenancy that started prior to this date that was renewed or extended for another fixed term thereafter. From 31st May 2020, the ban applies to all Tenancies.