

**Bidwells Lettings Team
54 High Street
Trumpington
Cambridge
CB2 9LS**

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lettingsnegotiators@bidwells.co.uk
bidwells.co.uk**

Dear Landlord,

Thank you for choosing Bidwells to manage the letting of your property.

We're delighted to have you on board and look forward to supporting you every step of the way in your journey as a landlord.

This digital form is designed to gather the essential information and documents we need to begin marketing and managing your rental property efficiently and in line with legal requirements.

Please review and complete the following sections carefully. The form covers property details, compliance documents, service preferences, and your contact information.

Please ensure you have digital copies of the following ready:

- Photo ID
- Proof of address
- Proof of property ownership
- Consent to let (if the property is mortgaged)
- Copy of a bank statement

If you have any questions as you go through this process, our team is here to help at every stage.

Kind regards,
Bidwells Lettings Team

Instructions

Before instructing Bidwells LLP please be sure that you have read and fully understand the fees involved and the terms under which Bidwells LLP will act on your behalf.

This information can be found here: [Landlord services and fees](#). These terms also include the Bidwells LLP General Terms of Business, found here: [Terms of Business](#). These may be updated from time to time with not less than a month's prior notice).

By signing these terms, you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

The landlord(s), having the legal right to let the property hereby appoints Bidwells LLP (hereinafter referred to as the "Agent") to manage the property/properties known as:

(hereinafter each referred to as the "Property")

The landlord(s) instruct(s) the Agent to supply the level of service indicted on page 3 and to pay the corresponding fee for that level of service.

Landlord 1

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr

Other (please specify below)

Signed

Dated

Landlord 2

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr

Other (please specify below)

Signed

Dated

The landlord(s) will hereinafter be referred to as "the Landlord".

Services and fees

Administration fee

There will be an initial administration fee of £195 Inc. VAT. This covers marketing, viewings, contract negotiations and initial tenancy set-up. This needs to be paid prior to advertising and upon signing our terms.

Our bank details are as follows:

Barclays Bank
 Sort Code: 20-17-68
 Account number: 20291684
 Bank account name: Bidwells
 LLP Swift: BARC GB 22
 IBAN: GB63 BARC 201719 20291684
 Payment Ref: (First line of rental property address)

Bidwells LLP offers multiple different levels of service to our letting clients.
 The fees charged for these levels of service are set out in the table below.

Our services are defined here: [Landlord services and fees](#), including a list of additional services which can be offered.

Works, which are not routine, will be subject to their own fees. The Agent will not be responsible for the fees quoted or charged by the Third Party, though the Agent will provide the Landlord with an estimate of costs before instructing work and seek the appropriate authority to proceed, unless such authority has already been given within this Agreement.

Levels of service

	% of Rental Value
Let Only (single fee of one months rent for the duration of the tenancy)	☐
Tenant Find and Rent Collection (monthly fee)	☐
Full Management Service (monthly fee)	☐

Please be aware that all fees shown on this document - whether they are displayed as a percentage of the rental value or as a single figure - are inclusive of VAT.

Landlord & Property *information questionnaire*

Please note that it is the landlord's responsibility to complete this form and return it to Bidwells, prior to the commencement of the marketing of your property. Please ensure that all fields are completed. We are governed by the Consumer Protection for Unfair Trading Regulations 2008 and legally obliged to provide the relevant material property information as disclosed within this form.

Pre-marketing information required

Address of the property to be let

Landlord information

Please include full details of all legal owners:

Full name of owner one

Share of ownership %

Phone number(s)

Email address

Full name of owner two

Share of ownership %

Phone number(s)

Email address

If the property is owned by a company, please provide company name and registration number, and details of relevant signatories

Please confirm if you are the 'beneficial owner'

For example if you are acting on behalf of another person, or if you need to establish the ownership structure of a company, partnership or trust

Yes ☐

No ☐

Address for landlord correspondence whilst the property is let

Please attach land registry title



Landlord's bank account details for rent payments

Bank name and address	Account name
	Account number
If the rent is to be split between more than one bank account, please provide the details for this by uploading any relevant documents	Sort code
	Iban/ Swift code (for overseas bank accounts)
Please provide a bank statement to prove your account details 	

Overseas landlords

If residing overseas for longer than six months then you are required to complete a non-resident landlord form that can be found here <https://www.gov.uk/government/collections/non-resident-landlords-forms>

Agent reference number: NA000892

Are you residing overseas?	Yes ☐	No ☐
If yes, have you completed a non-resident landlord form with Bidwells agent reference number?	Yes ☐	No ☐

Property information

Date property available

Type of property

Detached	☐	Bungalow	☐
Semi detached	☐	Flat / Apartment	☐
Terraced / End of terrace	☐	Studio	☐
Cottage	☐	Other	

Is your property a listed building?

Yes ☐ No ☐ Don't know ☐

If yes, what is the grade of the property?

Can a 'To Let' board be erected at the property?

Yes ☐ No ☐

Can we film the property for marketing purposes?

Yes ☐ No ☐

Please specify any aspects of the property that would not make it suitable for pets

What level of furnishing are you planning to rent the property?

☐ **Unfurnished**

Unfurnished does not mean leaving the property entirely empty. It is usually expected that curtains, carpets and certain white goods will be included such as a fridge and cooker.

☐ **Part furnished**

Part furnished will usually include curtains, carpets, certain white goods and larger items such as wardrobes, beds, dining table and chairs.

☐ **Fully furnished**

Renting a property fully furnished means that the property is ready to move in to. The specifics of what will be included should be set out before we advertise the property.

Please list what items you will be including. Please send a list of any additional items via email.

Item / appliance	Guide / manual available	
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
	Yes ☐	No ☐
Will the property have curtains fitted?	Yes ☐	No ☐
Will the property have blinds fitted?	Yes ☐	No ☐

Parking

What are the parking arrangements at the property? Select all that apply.

Garage	☐	Allocated parking space(s)	☐	How many?	
Driveway	☐	Metered parking	☐		
Resident permit for street parking	☐	Other			
Shared parking with allocated space	☐	None	☐		
Describe the available parking, including location in relation to the property, as well as any disabled parking spaces and electric vehicle spaces					
If a permit is required for parking, detail the costs and terms of the permit, how a permit can be obtained and an estimate on how long it takes to get one					

Keys

Bidwells usually recommend we have four full sets for managed properties and two sets for non-managed properties.

Please outline details of all keys/fobs/remotes you will be providing:

Please tick if you would like Bidwells to have additional key sets cut (£25 arrangement fee applies)

Yes

☐

No

☐

Guarantees

Are there any guarantees or warranties relating to this property?

National House Building Council (NHBC)	Yes	☐	No	☐	Don't know	☐
Roofing work	Yes	☐	No	☐	Don't know	☐
Damp / rot prevention or treatment work	Yes	☐	No	☐	Don't know	☐
Central heating and / or plumbing work	Yes	☐	No	☐	Don't know	☐
Electrical work	Yes	☐	No	☐	Don't know	☐
Preventative work / remedial action relating to subsidence	Yes	☐	No	☐	Don't know	☐
Are there any outstanding claims or current applications relating to any of the above? If yes, provide details	Yes	☐	No	☐	Don't know	☐
Other	Yes	☐				

Utilities

Please provide details of the type(s) of heating at the property, including details of any communal heating or cooling systems

Will the tenant have the ability to turn the heating on or off and change the temperature themselves?

Yes ☐ No ☐

Installation and service details (if known):

Meter location and serial number

Are there any warranties or maintenance contracts in place? If so, please provide details.

Service	Connected (Yes/No/Date to be connected)	Supplier	Meter location and serial number
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Electricity		
Gas		
Liquid Petroleum Gas (LPG)		
Water main or private water supply		
Drainage to public sewer		
Septic tank / Cess pit		
Solar / renewable energy source		

If you have a private water supply, please provide further details

If you have a private drainage system, please provide details including any maintenance contracts

Fuseboard location:

Stopcock location(s):

Council tax

What council tax authority does the property fall within?

Current council tax band

You can check your council tax band here www.gov.uk/council-tax-bands. Guidance on what can impact the council tax band can be found here valuationoffice.blog.gov.uk/2023/07/13/how-home-improvements-affect-your-council-tax-band

Phone & broadband

Does the property have broadband access?

Yes ☐

No ☐

If no, list options available that allow connection to the internet, e.g. mobile, satellite, fixed wireless, or local gigabit networks.

If yes, what type of broadband connection is at the property and what is the speed in Mbps

Does the property have a single dedicated broadband supplier which the owner is unable to change?

Do all rooms and areas of the property receive a consistent phone signal or are there any restrictions related to mobile phone signal/coverage at the property?

More information on broadband connections and a broadband speed test can be found here www.uswitch.com/broadband/guides/broadband-availability

Mortgage

Is there currently a mortgage on the property?	Yes ☐	No ☐
If yes, please provide details of your lender and supply a copy of the authorisation to let document		
Upload document		

You will need to obtain consent to let before we can market your property.

Insurances

Do you have landlords insurance?	Yes ☐	No ☐
If yes, please provide the insurer name and policy number		
Do you have buildings insurance?	Yes ☐	No ☐
If yes, please provide the insurer name and policy number		
Do you have contents insurance for any of the items you own and will you be providing cover during the tenancy?	Yes ☐	No ☐
If yes, please provide the insurer and policy number		
Summarise any information or aspects of the construction materials of the building, or any known building safety risks, which would impact the tenant's enjoyment of the property or the cost/availability of insurance: If yes, please provide the insurer and policy number		

Safety certificates

Please indicate whether you have the following safety certificates in place (and if so, provide a copy), or whether you would like Bidwells to arrange on your behalf.

A one-off £10 arrangement fee applies to each item at the start of the first tenancy only.

Certificate type	Bidwells to organise	Landlord to provide	Upload
Landlords Gas Safety Certificate (CP12) / Oil Boiler Service Certificate	☐	☐	
Electrical Safety Test/installation certificate for the entire property, dated within the last 5 years. Please also provide any PAT certificates where applicable.	☐	☐	
Energy Performance Certificate, rated E or above, dated within the last 10 years. If your property is listed, please provide evidence of the registered exemption.	☐	☐	
Legionella Risk Assessment Click here for more info	☐	☐	

Cleaning

Please confirm if you would like Bidwells to arrange a professional pre-tenancy clean (Bidwells arrangement fee of £25 applies)	☐	☐	
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Changes to the property

Provide a summary of any adaptations within the property designed to improve its accessibility, e.g. for disabled tenants:

To your knowledge, have there been any structural alterations, extensions or significant repairs to the property? For example, a loft or garage conversion, or removal of internal walls/chimneys. Please provide as much detail as possible, including dates.

Please provide evidence of any building regulation approval and completion certificates, or listed building consent obtained for this work.



Specialist issues

Has there ever been any preventative work for dry rot, wet rot or damp carried out at your property?

Yes ☐

No ☐

Does any part of your property contain Asbestos?

Yes ☐

No ☐

Has Japanese Knotweed ever grown within the property boundary or in close vicinity?

Yes ☐

No ☐

Has the property ever been subject to subsidence?

Yes ☐

No ☐

If yes to any of the above, please provide details

Other information

Refuse collection dates & locations

Does the property have any security alarms?

Yes ☐ No ☐

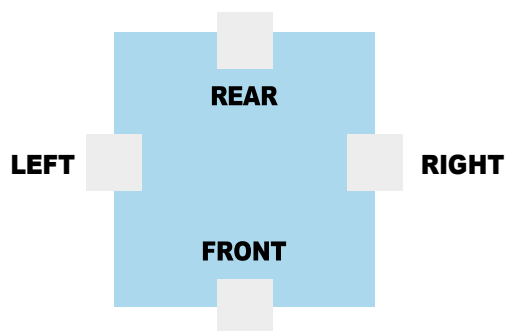
If yes, please provide code, location and any service contracts in place:

Are tenants going to be restricted access to any parts of the house, or sub-buildings?

Yes ☐ No ☐

If yes, please provide details

Please indicate the boundary location for your fences and hedges by clicking the relevant boxes



Do you have the right of access through any neighbouring homes, buildings or land? Or is there a public right of way through and/or across your property?

Yes ☐ No ☐

If yes, provide details

Are there any known restrictive covenants for the property? Yes ☐ No ☐

Are any trees on the property subject to a tree preservation order? Yes ☐ No ☐

Is your property in a designated conservation area? Yes ☐ No ☐

Is there any planned construction of major infrastructure which will likely pass within one mile of the property? Yes ☐ No ☐

If 'yes' to any of the above please provide details

Other information (Cont.)

In the last three years have you received a notice informing you that maintenance, repairs or improvements are required to your property?

Yes ☐

No ☐

Is this property subject to an excessive noise or disturbance that a tenant should be made aware of?

Yes ☐

No ☐

Are there any current developments or planning permissions within the immediate or wider community that would impact the property, views, or the tenant?

Yes ☐

No ☐

Is the property at risk of or has been flooded in the past five years?

Yes ☐

No ☐

Is the property on a coal field/mining area?

Yes ☐

No ☐

Has the property been damaged as a result of a storm or fire since you have owned it?

Yes ☐

No ☐

If yes to any of the above, provide details and advise whether there are any outstanding claims.

Fire safety

Does the property reside within a building considered 'high-risk'?

High risk is defined as being 18 meters in height and containing at least two residential units.

Yes ☐

No ☐

If Yes, please answer the below...

Are there any known building safety risks present in the property, or elsewhere in the building that would impact the property or the tenant?

Is there a principal accountable person and accountable person responsible for the part of the building where the property resides?

Yes ☐

No ☐

Don't know ☐

Please provide details

The definition of a principal accountable person (PAP) and accountable person (AP) can be found on the UK Government website:
<https://www.gov.uk/guidance/safety-in-high-rise-residential-buildings-accountable-persons>

Leasehold property information

Please complete this section if your property is owned on a leasehold basis or contains shared common areas.

Details of block management company

Details of ground rent/freeholder

Please note that Bidwells shall not be responsible for paying the invoices on the service charges or ground rent for your property.

Please ensure that you have requested that your service charges and ground rent bills are sent directly to you and not to the rented property address, even if you are residing overseas. Bidwells accepts no responsibility for payment of these charges or for any misdirection of mail.

Please upload a copy of your head lease.

You will need to supply a copy of the head lease. If you do not have one, you will need to obtain a copy and forward it to Bidwells before the tenancy agreement can be signed, as we are required to provide a copy to the tenants.



Please outline any lease restrictions your tenants should be made aware of:

Communal door/gate codes:

Cycle storage location:

If part of a larger building, what floor is the property located on?

Is there a lift at the property?

Yes

☐

No

☐

Future investment opportunities

Would you like to hear more from us about future buy to let investment opportunities in Cambridgeshire?

Are you happy to be emailed?

Yes

☐

No

☐

Are you happy to be contacted by telephone?

Yes

☐

No

☐

Signed

Dated

Signed

Dated

Signed

Dated

I hereby declare that as the owner (or owner's representative) of this property, I have completed this form to the best of my knowledge. I understand that if I have intentionally misled or omitted any information, which may affect the average consumer's transaction decision, I may be liable for prosecution under the Consumer Protection from Unfair Trading Regulations 2008.

Letting Terms of Business ("the Terms")

This document sets out the responsibilities of both the Landlord and the Agent.

Renters' Rights Act Definition Section

Renters' Rights Act 2025 (England) – From 1 May 2026, where applicable, lettings in the private rented sector will generally be granted as Assured Periodic Tenancies (rolling tenancies). References in these Terms to "Assured Shorthold Tenancy (AST)" and "fixed term" apply only where legally valid. Where the Renters' Rights Act applies, statutory provisions override inconsistent contractual terms.

A. Landlord Obligations

1. To ensure that the Agent can provide a professional service, the Landlord shall within 5 days of instructing the Agent and at their own expense, provide the Agent with the following:
 - 1.1 The Completed Landlord & Property Information Questionnaire;
 - 1.2 If the Landlord is an individual, proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Landlord is a group of individuals, provide the above proof of identity for each individual;
 - 1.3 If the Landlord is a limited company, a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1 above for a director of the company;
 - 1.4 Evidence in the form of an up-to-date office copy entry supplied by Land Registry showing the Landlord to be the owner of the Property. In the event that there is more than one person listed on the title register the Instruction Form must be signed by all registered owners;
 - 1.5 Evidence that the Landlord's mortgagee and/or superior landlord have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of the Landlord's mortgagee and/or superior landlord is not required;
 - 1.6 Provide to the Agent all information that the Agent may reasonably require to comply with the requirements of the Tenant Deposit Scheme (TDS)¹.
 - 1.7 A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;
 - 1.8 A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that the Landlord has made available for tenant(s) (if applicable);
 - 1.9 Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);
 - 1.10 A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Landlord is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then the Landlord must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to and E or higher before letting the Property;²
 - 1.11 Evidence that the Property is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended;

¹ TDS is an insurance-based scheme run by an organisation called The Dispute Service who provide independent dispute resolution and complaints handling for the lettings industry and are backed by three professional bodies for letting agents in the residential property sector - ARLA, NAEA and RICS. All tenancy deposits taken (e.g. tenants' money held against possible damages and dilapidations etc) by landlords (or agents on behalf of landlords) in connection with an Assured tenancy / assured periodic tenancy (as applicable), must be protected by law under one of two types of statutory Tenancy Deposit Protection (TDP) schemes - a single Custodial scheme or one of two Insurance based schemes.

² It is mandatory to provide an Energy Performance Certificate (EPC) for all properties offered to let. If you require one, we would be happy to organise

the assessment on your behalf, the cost of which is outlined on our fee sheet. If an EPC is already in place for the property, we can download it from the online EPC register.

Please note that regulations require a minimum energy performance rating of E on an Energy Performance Certificate (EPC) for all lettings in the private rented sector. It is unlawful to let a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption. A civil penalty of up to £4,000 may be imposed for those properties in breach of this requirement. If your property is found to have an energy performance rating of F or G, we will be unable to let it for you.

- 1.12 Legionella Risk Assessment - the Landlord is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;
 - 1.13 Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;
 - 1.14 Keys and key cards for the Property, at least one set for each individual tenant and two sets for the Agent (Full Management Service only);
 - 1.15 Evidence that the Property and the contents (as particularised in the inventory) are adequately insured; and
 - 1.16 Electrical installation condition report valid for 5 years under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
2. If the Landlord is unable to satisfy any of the requirements set out in clause 1 within 5 days the Agent shall have the right to rescind the contract. Further details regarding the termination of this agreement can be found in the Termination section of this Agreement. The requirements of clause 1 must be satisfied prior to the Property being marketed.
 3. The Landlord may instruct the Agent to satisfy the requirements of clauses 1, subject to the following:
 - 3.1 If the Landlord instructs the Agent in this regard the Landlord will be required to pay in advance the additional fees which are set out on the Services and Fees sheet.
 - 3.2 The Landlord will also be responsible for the cost of any equipment or contractors instructed. The Landlord accepts that the Agent cannot be responsible for the negligence or recklessness of third parties instructed to undertake any of those requirements, and the Landlord is advised to check that services provided are of sufficient quality and that documents provided are of sufficient accuracy.
 4. Unless indicated otherwise within the Property Questionnaire, the Landlord agrees to allow a "To Let" or "Let and Managed By..." board, or similar, to be erected on the Property in a position of the Agent's choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007).
 5. The Landlord will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.
 6. The Landlord will keep the Agent informed of any changes to the Landlord's contact details.
 7. If the Landlord is not based in England and Wales then the Landlord must provide an address for service of notices in England and Wales.
 8. The Landlord will provide the tenant(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

B. Agent Obligations – All Levels of Service

9. The Agent will perform the following services on behalf of the Landlord ("the Services").
10. The Agent agrees to carry out the Services in a competent and professional manner.
11. When instructed to arrange an Inventory for a property, the Agent will comply with the Landlord's obligation under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended, to check all smoke alarm and Carbon Monoxide Alarms in the Property prior to the commencement of the tenancy.
12. If any of the requirements set out in clause 1 shall fall to be renewed during the currency of the tenancy then the Agent shall, if the Landlord instructs the Agent in this regard, review for current compliance and the Landlord will be required to pay in advance the additional fees relating to such renewal as set out on the Services and Fees sheet. Under a fully managed service the Agent may renew these automatically where appropriate.

13. Right to Rent' Check

- 13.1 The Agent agrees to carry out such 'Right to Rent' checks as are required to comply with the requirements of the Immigration Act 2014, or such other legislation as are in force prior to the commencement of any tenancy of the Property.
- 13.2 Whether the Agent will carry out further 'Right to Rent' checks is dependent on the level of service the Landlord has chosen, though the Landlord will be advised of their obligation to carry out further Right to Rent checks. In the event the Landlord fails to carry out the Right to Rent checks having been advised of the need to do so by the Agent then the Agent will not be held responsible for any fines, costs, levies or prosecution that the Landlord may experience
- 13.3 The Agent reserves the right to instruct third parties to carry out Right to Rent checks on their behalf.

C. Agent Obligations - Let Only Service

- 14. The Agent agrees to visit the Property and recommend monthly or annual rental value, or such other period as shall be requested. Once approved by the Landlord this sum ("the Rental Value") shall be used to calculate the Agent's fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value.
- 15. If further 'Right to Rent' checks will be required during the term of a tenancy the Agent will let the Landlord know at the commencement of the tenancy when such checks are required.
- 16. The Agent agrees to advertise and market the Property at the Rental Value. From 1 May 2026 (where applicable), the Agent will advertise a single asking rent for the Property and will not invite, encourage, request or accept any offer above the advertised rent, in accordance with the requirements of the Renters' Rights Act 2025.
- 17. The Agent agrees to accompany prospective tenants to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavor to obtain feedback from prospective tenants and to report such feedback to the Landlord.
- 18. The Agent agrees to negotiate any offers from prospective tenants on behalf of the Landlord subject to the Landlord's prior authority.
- 19. The Agent agrees to obtain a holding deposit equivalent to the value of one week's rental from suitable prospective tenants to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019. Rent in advance (from 1 May 2026 where applicable): The Agent will not request, encourage or accept rent before the tenancy agreement has been signed by/for the Landlord and the tenant. Where rent is payable monthly, the Agent may request the first month's rent during the period between signature and the tenancy start date. Once the tenancy has commenced, rent will only be due on the agreed rent due date and will not be required earlier (although a tenant may choose to pay early).
- 20. The Agent agrees to notify the Landlord of the relevant details of suitable tenants, including any offers made in respect of the Property, subject to the Agent's obligations under GDPR. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Landlord, however the Agent will provide, at the very least, a general indication of the tenant's suitability.
- 21. Non-discrimination (from 1 May 2026 where applicable): The Agent will not apply any blanket restrictions or discriminatory practices in marketing, viewings, selection or letting decisions on the basis that a prospective tenant has children (including visiting children) or is in receipt of benefits, and will act in accordance with the Renters' Rights Act 2025 requirements.
- 22. The Agent, unless otherwise instructed by the Landlord, will instruct an independent referencing agency in order to obtain a credit reference report in respect of prospective tenants who have provided a holding deposit in respect of the Property, or any guarantor of such prospective tenants. The Landlord agrees to pay the cost as set out here: Landlord services and fees
 - 22.1 The Landlord accepts that the Agent is not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.
 - 22.2 If the Landlord instructs the Agent not to obtain a reference, they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant(s) to pay rent on time, or at all, and breach of the Landlord's insurance policy.

23. The Agent agrees to arrange for a suitable date of commencement for the tenancy. The Landlord accepts that if a date of commencement is agreed but the Landlord subsequently withdraws prior to commencement of the tenancy ('Abortive Tenancy'), the holding deposit will be returned to the tenants in accordance with the Tenant Fees Act 2019 and the Landlord will be responsible for the fees incurred by the Agent as set out on the Services and Fees sheet.
24. The Agent will provide a standard form tenancy agreement appropriate for the letting. From 1 May 2026, where the Renters' Rights Act 2025 applies, new lettings will generally be granted as Assured Periodic Tenancies. The cost of the tenancy agreement is to be borne by the Landlord as set out on the Services and Fees sheet. The Landlord may inspect this prior to the commencement of the tenancy and may request additional terms. The Landlord accepts that the Agent is not responsible in any way for the legality or consequence of additional or amended terms in the tenancy agreement requested by the Landlord and is advised to seek separate legal advice. Where an assured periodic tenancy is not the appropriate form of tenancy agreement, the Agent will provide the appropriate form of tenancy agreement. The Agent is authorised by the Landlord to sign the tenancy agreement as its agent.
25. The Agent will comply with the Landlord's statutory obligations for service of prescribed information and documents at the start of the tenancy (including any requirements under the Renters' Rights Act 2025 relating to statements of terms or other prescribed information, where applicable). The Landlord remains responsible for compliance with statutory obligations once the tenancy has begun. Pets (from 1 May 2026 where applicable): Where a tenant requests consent to keep a pet, the Agent will manage the request process on the Landlord's behalf (where instructed), including obtaining the Landlord's decision and communicating it to the tenant in line with statutory requirements.
26. Where a tenancy deposit is taken in connection with an assured tenancy (or any other tenancy type where deposit protection is required by law), unless instructed otherwise by the Landlord, the Agent agrees to collect the tenancy deposit from the tenant(s) prior to the commencement of the tenancy and hold the sum as stakeholder in the Agent's client account. The Agent will within 30 days of receiving the tenancy deposit register this with the TDS and provide them with their contact details. The funds will then be held as a stakeholder in the Agent's deposit holding account. Failure on the part of the Landlord to provide such information that may be required in order to register the tenancy deposit within 30 days of the tenancy deposit being received by the Agent shall result in the Agent returning the tenancy deposit to the tenant(s).
27. The Agent will within 30 days of receiving the tenancy deposit provide the tenant(s) with the Prescribed Information and such information as is required to satisfy the requirements of Section 213 of the Housing Act 2004. For information about the deposit scheme, see the Tenancy Deposit Scheme section H.
28. Where the tenancy is not an Assured tenancy / assured periodic tenancy (as applicable) and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s) prior to the commencement of the tenancy and hold the sum in the Agent's client account.
29. The Agent agrees to arrange for a professional independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this agreement. The Landlord agrees to bear the costs of this as set out on the Services and Fees sheet. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk. If the Landlord instructs the Agent not to obtain an Inventory and Schedule of Condition, then they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property, including and in excess of the amount held as a tenancy deposit.
30. Under our Fully Managed and Rent Collection service, the agent agrees to arrange for a professional independent inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the tenant(s) surrendering possession of the Property. The Landlord agrees to bear the costs of this as per the Services and Fees sheet. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk.

Note: This is an optional service for our Let Only clients. Please discuss with the agent if you would like this service.
31. The Landlord accepts that it is his responsibility to communicate with the tenant(s) at the end of the tenancy and agree how the tenancy deposit should be allocated. The Agent will only release the tenancy deposit on the written authority of the Landlord and the tenant, which must specify how much (if any) is to be retained by the Landlord. The Agent agrees to release the tenancy deposit within 10 working days of receipt of written instructions from the Landlord and the tenant.

32. In the event a settlement cannot be reached, the Agent will continue to hold the deposit for the duration of any claim that the Landlord or the tenant(s) may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.
33. If an agreement is not reached between the Landlord and the tenant(s) within 10 days, the tenant(s) have the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. The Landlord is advised that whilst the Agent can assist in this regard, if the Landlord does not respond in a timely manner, then the tenancy deposit scheme may adjudicate solely upon the tenant(s) evidence.
34. The tenant(s) may elect not to use their right to use the tenancy deposit scheme's adjudication process or may not have the right to use it. In these circumstances, if there is still a dispute, the Landlord must take steps to resolve the matter which may include issuing proceedings via the Court. The Landlord should take legal advice in this regard. If the Landlord does not take timely steps to genuinely resolve the matter, then the Agent reserves the right to return the tenancy deposit to the tenant(s) so that the Landlord may pursue the tenant(s) directly. The Landlord is advised that the tenant(s) also have the ability to pursue the Landlord through the Court for the return of the tenancy deposit.
35. If the Landlord elects to terminate this Agreement, the Landlord must register with one of the authorised tenancy deposit schemes and provide the Agent with all of the information and documentation required to transfer the tenancy deposit to the Landlord or the nominated scheme. If the Landlord fails to do this the Agent shall return the tenancy deposit to the tenant(s).
36. Tenancy continuation / possession / rent review (from 1 May 2026 where applicable):
 - 36.1 Under the Renters' Rights Act 2025, assured tenancies will generally be periodic and will not have a fixed end date. Accordingly, "renewals" are not required to continue the tenancy.
 - 36.2 Where the Landlord wishes to regain possession, the Agent may (where instructed and subject to service level) assist with serving the appropriate statutory notice and steps required under the relevant possession grounds (for example, under the Housing Act 1988 as amended). The Landlord acknowledges that possession can only be sought on legally recognised grounds and subject to statutory notice and process. The Landlord acknowledges that, with effect from 1 May 2026, Section 21 of the Housing Act 1988 (no-fault eviction) has been abolished by the Renters' Rights Act 2025. Accordingly, the Agent shall not serve, and is authorised to decline any instruction to serve, a notice under Section 21 of the Housing Act 1988.
 - 36.3 If the tenancy continues on a periodic basis, and the Landlord intends to review the rent (once per annum), the Agent will review the rent in line with the market and advise the Landlord on a recommended rent figure. Upon receiving Landlord instruction, the Agent will prepare and issue relevant documentation to increase the rent, and the Agent is authorised by the Landlord to sign these documents as its agent. The fee for which is in the Services and Fees sheet. Any rent increase will be managed in accordance with the statutory process in force at the time and no more than once in any 12-month period (where applicable).
37. For the avoidance of doubt, other than the collection of the first month's rent and the collection of the deposit the Landlord is responsible for the collection of rent and management of the Property.

D. Tenant Find and Rent Collection Service

38. If the Landlord instructs the Agent on a Letting and Rent Collection Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to clauses 14 to 35 above.
39. The Agent will collect all rents payable from the tenant(s) in respect of the Property at the intervals at which such rent becomes due.
40. The Agent agrees to transfer the cleared rental payments less their fees and other recoverable expenses within 5 working days of receipt. The Agent shall also provide the Landlord with a statement of rents received ('the Statement') and, at the request of the Landlord, provide the Statement to the Landlord's accountant or other authorised person. Additional copies of Statements are available.
41. The Agent agrees to use their reasonable endeavours to contact the tenant(s) if the rent due under the tenancy agreement is not received within [3] days of falling due.
42. The Agent agrees to notify the Landlord of any instances where rent or other sums due from the tenants have been outstanding for more than 7 days.

E. Full Management Service

43. If the Landlord instructs the Agent on a Full Management Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to clauses 14 to 40 above.
44. In addition to clause 23 the Agent will continue to comply with any of the Landlord's statutory obligations during the tenancy relating to the Property, unless instructed otherwise by the Landlord. Where these inspections generate documents that must be served on the tenant(s) the Agent will serve these within any relevant statutory time limit.
45. The Agent agrees to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.
46. The Landlord agrees that the Agent may retain from the initial rental payment an agreed sum ('the Fund'), which shall be held to create a repair and utilities fund. The Fund shall be replenished to the same level through deductions from subsequent rental payments if necessary. With the Landlord's consent the Fund can be increased.
47. The Agent agrees to carry out not less than 2 visits per year to the Property to undertake a visual inspection of the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance, where access is made possible by the tenant. The inspection will not include testing the functioning of services nor will areas which are not easily accessible be viewed. The Landlord may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Landlord (quote available on request).
48. The Agent shall provide the Landlord with a report from each visit. For the avoidance of doubt the Landlord retains statutory responsibility for the upkeep of the Property and compliance with all applicable laws, include those relating to health and safety, notwithstanding the Agent's obligations under this clause. The Agent shall have no responsibility with regards to the common parts, communal areas or structural elements and services which do not form part of the Property.
49. The Agent, if agreed with the Landlord, agrees to pay outgoings in relation to the Property provided the Agent holds sufficient funds. The liability for such outgoings remains the responsibility of the Landlord and the Agent will not accept any liability for late or missed payments.
50. The Agent will not be responsible for liaising with any superior landlord or estate or block management company on behalf of the Landlord nor pay service charge, ground rent, insurance or other sums due to a superior landlord or estate or block management company, which shall in all cases remain the responsibility of the Landlord.
51. The Agent will notify the Landlord as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Landlord or where the Agent is unable to instruct contractors due to the cost of the works exceeding £300 (including VAT) or such other sum agreed with the Landlord, and where there are insufficient funds in the Fund. For the avoidance of doubt, in this scenario the Landlord must either arrange works themselves or transfer sufficient funds to the Agent for the Agent to arrange the required works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work (quote available on request) and to deduct the cost of the same from the Fund or from subsequent rental payments if necessary. The Agent retains the right to refuse instructions for such work at which point the responsibility for such work will revert to the Landlord.
52. The Landlord authorises the Agent to instruct contractors to conduct general repairs and maintenance to the Property up to the value of £300 (including VAT) (or more, if a higher figure is agreed by the Landlord). The Agent is under no obligation to seek the prior approval of the Landlord to arrange such works. These works will be paid for from the Fund.
53. In an emergency the Agent will have discretion to incur unauthorised works above £300 (inc. VAT). This discretion will only be exercised where the Agent has tried to contact the Landlord on three separate occasions using no fewer than two methods of communication provided to the Agent where available, and where failure to immediately remedy such works would in the reasonable opinion of the Agent cause the Landlord and/or tenant(s) far greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from the Landlord directly.

54. The Agent, unless the Landlord specifically asks it not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by the Agent and the Landlord agrees to bear the cost of this as per the Services and Fees sheet. Works estimated to cost in excess of £1,200.00 (inclusive of VAT) may be chargeable by the Agent at a rate of 12% of the cost of the works (including VAT) and the Landlord agrees to bear the cost of this.
55. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.
56. The Agent agrees to negotiate between the Landlord and the tenant(s) in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. The Agent will in the course of this accept all reasonable instructions from the Landlord but must also abide by a general doctrine of fairness in all cases. The Landlord agrees to bear the cost of the Agent's time and effort in negotiations (which might include finding and referring the dispute to an arbitrator). The Landlord is referred to 'The Tenancy Deposit' section H of this Agreement for more information.
57. In addition to clause 29, the Agent agrees with the Landlord that it will make a proposal to the Landlord regarding the allocation of the tenancy deposit. If the Landlord doesn't respond within 7 days of request the Agent reserves the right to allocate the deposit as per its proposal to ensure compliance with the requirements of the TDS.
58. The Agent will not be responsible for the management of any areas that are not demised to the tenant(s) as part of the Property.

F. Void Management [quote for services available on request]

G. Fees

59. The Landlord agrees that the Agent's fees shall be payable where the tenant(s) (or an individual introduced as part of a group of tenants) are found as a result of a viewing conducted by the Agent and/or due to the advertising of the Property during this Agreement and/or through the Landlord's own contacts and/or through a third party's contacts whilst this agreement is in force. For the avoidance of doubt, in the event the Landlord instructs multiple agents to market the Property, if the Agent has communications with prospective tenant(s), but the prospective tenant(s) (or an individual introduced as part of a group of tenants) agrees a tenancy for the Property through another agent, the Agent reserves the right to charge a fee for their work. The fee for this is set out here: Landlord services and fees as Abortive Tenancy (Property marketed).
60. The Agent's fees, as well as any other sums that may be owing to the Agent from the Landlord, will be deducted from the Rental Value, though the Agent reserves the right to charge the Landlord directly for any shortfall. For the avoidance of doubt, in the event the tenant(s) do not pay part or all of the rent to the Agent or otherwise, the Agent reserves the right to invoice the Landlord directly for the fee.
61. For Full Management Service, for invoicing purposes, the Agent's fees are owed each month in advance coinciding with the first day of the tenancy. The Agent reserves the right to change the invoicing period to coincide with the way the rent is paid.
62. Tenancy administration fees (Landlord): Where instructed, the Landlord agrees to pay the Agent's administration fee for any tenancy variation, statutory notice service support, or documentation required to administer the tenancy during its continuation, as defined in the tenancy agreement, or where a new tenancy is granted the tenant(s) (or any such individuals who were part of the previous group of tenants) of the tenancy immediately before the grant, or to a person who was introduced to the Agent or the Landlord by such a tenant.
63. If the fees outlined under this heading are not paid by the Landlord by the due dates, interest shall accrue at the rate of 4% per annum above the base rate from time to time of Bank of England base rate. If any payments remain outstanding for 21 days or more, the Agent shall be entitled to suspend the Services for the Landlord until such sums are paid in full. The Landlord agrees to pay all fees incurred by the Agent in collecting outstanding sums.
64. The Landlord agrees that any fees due to the Agent and payable by the tenant(s) under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim the Landlord has against the tenancy deposit.

- 65. The Agent reserves the right to recover any fees due to them and payable under the terms of the tenancy agreement from the Landlord in the event that they cannot be recovered through the tenancy deposit.
- 66. VAT will be levied at the prevailing rate. Where fees are quoted inclusive of VAT within this Agreement, the VAT is calculated at the current rate of 20%.
- 67. The Agent reserves the right to alter the figures in the Services and Fees sheet. The Agent will give the Landlord 1 month's notice and the fee alteration will take effect on the next date on which fees are due once the notice has expired.

H. The Tenancy Deposit

- 68. Where a tenancy deposit is taken and deposit protection is required by law in accordance with the Housing Act 2004, the tenancy deposit of any Assured tenancy / assured periodic tenancy (as applicable) (non-Assured Shorthold Tenancies are excluded) must be protected by an approved, recognised scheme.
- 69. The Agent is registered with the Tenancy Deposit Scheme (TDS) which is administered by:

 The Dispute Service Ltd
 PO Box 1255
 Hemel Hempstead
 Hertfordshire
 HP1 9GN

 Telephone: 0845 226 7837
 Email: deposits@tds.gb.com
 Website: www.thedisputeservice.co.uk
- 70. This is an insurance backed scheme. This means that the tenancy deposit will be held by the Agent as stakeholder until the Landlord and the tenant(s) agree how the deposit is to be apportioned, or until any dispute between the Landlord and the tenant(s) has been resolved. In the event that a dispute is referred to the scheme adjudicators the deposit sum will be transferred to scheme in accordance with their terms and conditions.

I. Cancellation

- 71. Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this Agreement will continue until it is ended in accordance with the clauses below.
- 72. Within 14 days of instructing the Agent under the Terms the Landlord may change their mind and cancel the instruction. The Landlord does not have this power if they arranged and signed the Terms in the offices of the Agent.
- 73. To exercise the right to cancel, the Landlord should complete the cancellation form at the end of this Agreement and send it to the Agent either by post or by email to arrive before the end of the 14 days.
- 74. If the Landlord cancels this Agreement the Agent will reimburse to the Landlord all payments received, less the Agent's reasonable costs for Services already rendered.
- 75. Cancellation may not be used if the Landlord instructs the Agent to provide the Services within 14 days of instruction.
- 76. By default, signing this Agreement authorises the Agent to provide the Services as soon as possible, unless instructed otherwise.

J. Termination

- 77. If the Agreement is not cancelled using the above clauses, the below clauses will apply.
- 78. The Landlord may terminate this Agreement by giving three months' written notice to the Agent. The Landlord agrees to pay all fees owed to the Agent up to the date of termination on or before the date of termination.

79. The Agent agrees to prepare and serve on the Landlord within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to the Landlord.
80. Any fees payable as part of this Agreement shall continue to be payable until the applicable notice period, as set out above, has passed.
81. The Agent may terminate this Agreement immediately by written notice to the Landlord if the Landlord is in breach of the Agreement, including non-payment of fees, or where any act or omission on the part of the Landlord makes it impractical or impossible for the Agent to continue to provide the Services.
82. Notwithstanding the above, the Agent may terminate this Agreement by giving three months' written notice to the Landlord.

K. General Terms

83. Without prejudice to the generality of the Agreement, the Agent will comply with all reasonable instructions from the Landlord from time-to-time in respect of the management of the Property or any part of it.
84. The Landlord will indemnify the Agent from and against all loss and expense the Agent suffers in consequence of any act or omission of the Landlord, including legal fees.
85. The Landlord agrees that the Agent is not responsible for non-payment of rent (whether in part or in full) on the part of the tenant(s).
86. The Landlord agrees that the Agent is not responsible for loss or damage (whether direct, indirect, or consequential) sustained as a result of the Agent being unable to discharge any liability of the Landlord due to having insufficient funds in the Fund.
87. The Landlord agrees that the Agent is not responsible for managing or overseeing the Property when there is no tenancy agreement in place unless the Agent is instructed under a specially agreed 'Void Management Service'.
88. The Landlord agrees that the Agent is not responsible for showing the tenant(s) how to use any of the appliances, fixed or moveable, in the Property.
89. The Landlord remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.
90. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Landlord accepts that it is thereafter the Landlord's responsibility to collect those keys from the Agent.
91. In the event that a tenant, or any person or company thereby associated (as defined in section 256 Companies Act 2006) with a tenant, or any person introduced by the Agent to the Property, purchases the Property during any tenancy, or within six months of the termination of any tenancy (whether the purchaser was previously a tenant (or an individual introduced as part of a group of tenants) or not) then the Landlord agrees to pay to the Agent upon completion of that transaction 1.2% of the agreed sale price including VAT.
92. The Landlord agrees that if a person who has been introduced by the Agent, or introduced by somebody who was introduced by the Agent, takes a tenancy of the Property by direct arrangement with the Landlord, or another agency, within 12 months of that introduction then the Landlord agrees to remain liable for the fees associated with the Let Only Service for the remaining term of the tenancy.
93. Upon the Landlord signing this Agreement, the Agent shall be deemed to be instructed (subject to the level of service selected) to sign on behalf of the Landlord all documents necessary to effect the appropriate form of tenancy for the Property, including Assured Periodic Tenancies where applicable.
94. The Landlord agrees that any interest incurred on monies being held for the Landlord will belong to the Agent.
95. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason by any court of

competent jurisdiction, such term or provision shall be severed, and the remainder of this Agreement shall continue in full force and effect where possible.

96. The Agent may employ sub-contractors to conduct any part of the Services.
97. The Landlord accepts that the Agent is unable to provide advice in relation to the liability of the Landlord for tax on income arising from the letting of the Property and the Landlord confirms that he shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Landlord when the Property is let, including confirmation of the rental income received. The Landlord's attention is drawn to the 'Tax' section below.
98. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.
99. Reference to any statute or statutory provision shall be deemed to include any statutory modification or re-enactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.
100. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.
101. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
102. The Agreement shall be governed by the law of England and Wales, and the Landlord submits to the exclusive jurisdiction of the courts in England and Wales.
103. This Agreement, including all documents attached hereto, including but not limited to the Instruction Form and Services and Fees sheet embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.
104. This Agreement may be amended only by written agreement and signed by both the Landlord and the Agent. No provisions in this Agreement may be waived except by a written document signed by both the Landlord and the Agent. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of this Agreement. Notwithstanding the above, the Agent shall have the right to notify the Landlord of an alteration to the Services and Fees sheet by giving not less than three months' notice. The alteration to the Services and Fees sheet shall take effect at the first date at which Fees are owed to the Agent, as per the Fees section above.
105. In the event that the Agent sells their business to a third party, the Landlord consents to the third party providing the Services and abiding by the Terms in place of the Agent, subject at all times to the Landlord's right of cancellation set out in the Terms.
106. The Agent is a member of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and their registration number is: T06891
107. The Agent is a member of the Association of Residential Letting Agents and complies with the code of conduct prescribed by that organisation.
108. The Agent has Client Money Protection with RICS Client Money Protection Scheme: (www.rics.org/regulation/regulatory-schemes/client-money/cmp-scheme)

L. Commissions

109. The agent may accept commissions from third parties.
Note: Any commissions received by the agent will not have any negative financial effect on the client.

M. Limitation of Liability

110. The entire liability of the Agent to the Landlord under or in connection with the Agreement (whether in respect of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the amount of the sums paid, or due to be paid, by the Landlord to the Agent for the provision of the Services exceeding six months.
111. The Agent shall have no liability to the Landlord for any loss, damage, costs, expenses, or other claims arising from any documentation, information or instructions supplied by the Landlord which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.
112. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect in the performance of the Services which are performed other than by the employees of the Agent.
113. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Landlord by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under the Agreement of the provision of the Services.

N. Tax

114. If the Landlord is a UK resident, the Landlord is obliged to notify the Agent where they will be living, working, or travelling abroad (outside of the United Kingdom) for more than six months. If the Landlord satisfies the above condition, or otherwise lives permanently outside of the United Kingdom, the Landlord may become liable for Non-Resident Landlord Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide the Landlord with an NRL8 Approval Number. The Agent will then deduct the appropriate amount of Non-Resident Landlord Tax from any rent paid by the tenant(s) and forward it to HMRC. The Landlord is advised to seek their own legal advice in respect of their tax liabilities. Agent reference number: NA000892

O. Data Protection

115. The Landlord is responsible for ensuring that any personal data (as defined by the General Data Protection Regulation (EU) 2016/679 and as amended by Schedule 1 The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR")) supplied by the Landlord to the Agent has been collected within the terms of UK GDPR
116. The Agent agrees to process any personal data (as defined by UK GDPR) in accordance with the lawful and reasonable written instructions from the Landlord. The Agent reserves the right to refuse to provide data where such provision would breach the Agent's obligation to the above Regulation.

P. Force Majeure

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

Q. Notices

118. Any notice or other communications to be given under the Agreement shall be in writing and may be delivered validly and sufficiently if sent to the receiving party's address or last known address by hand; sent by first class post or by registered post or recorded delivery, or if sent by email; to the email address provided in writing by the Agent/Landlord. If the email provided should no longer be appropriate, then the other party must be notified in writing of an alternative email address for this purpose. Communications shall be deemed to have been received at the time of delivery if delivered by hand or email, or two working days after posting, if posted.

R. Sole Agency

119. The Landlord agrees that the Agent is appointed on a sole agency arrangement for a period of eight weeks. For the avoidance of doubt, sole agency arrangement means that no other letting agent shall be appointed by the Landlord to market the Property. The sole agency arrangement can be terminated by the Landlord at the end of the

eight-week period by giving not less than two weeks' written notice.

S. Joint Agency

120. The Agent agrees that whilst the Landlord has instructed the Agent under this Agreement, the Landlord is only able to instruct other agents to market the Property with prior written agreement of the Agent.

T. Fire Safety (England) Regulations 2022

121. For the purposes of The Regulatory Reform (Fire Safety) Order 2005 and The Fire Safety (England) Regulations 2022, the Agent is not to be considered the responsible person unless otherwise agreed. Such agreement may incur a fee to be negotiated.

U. Building Safety Act 2022

122. The following will apply in relation to Bidwells' role as Principal Designer under the scope of the Building Safety Act 2022 and associated regulations [Bidwells to delete 2 of the following as appropriate for this agreement]:

[Bidwells are appointed as the Building Safety Principal Designer on non-High Risk Buildings (HRB) and the following applies: Non Higher Risk Building (HRB). The Client appoints Bidwells as the Principal Designer for the purposes of the Building Regulations under the Building Safety Act 2022 for this non-Higher Risk Building project. The Principal Designer shall plan, manage, and monitor the design work to ensure compliance with all applicable Building Regulations, and shall coordinate with all designers to ensure that designs are prepared, reviewed, and updated so that, if built, the works will comply with relevant statutory requirements. The Principal Designer shall take all reasonable steps to identify, eliminate, or reduce building safety risks arising from design, and shall provide such information, cooperation, and documentation as required to support the Client's duties under the Act. The Principal Designer shall maintain appropriate competence and resources to discharge these duties throughout the appointment.]

[Bidwells are not appointed the Building Safety Principal Designer but may assist you as follows: Bidwells is not appointed as the Principal Designer for the purposes of the Building Regulations under the Building Safety Act 2022. No duties associated with either statutory Principal Designer role are accepted or implied under this Agreement. Bidwells may, if specifically instructed in writing by the Client, provide limited assistance relating to design compliance or coordination. Any such assistance shall not constitute, extend to, or be construed as acceptance of either statutory Principal Designer role, and shall be provided only within the scope, fees, and responsibilities agreed in that separate instruction.]

[Bidwells are not appointed as the Building Safety Principal Designer and the following applies: Bidwells is not appointed as the Principal Designer for the purposes of the Building Regulations under the Building Safety Act 2022, and no duties associated with that role are accepted or implied. Nothing in this Agreement shall be construed as assigning either statutory Principal Designer role to Bidwells. The Client remains responsible for appointing competent duty holders in accordance with all applicable legislation.]

V. Complaints Procedure

123. Should you have any problems with our services, that you are unable to resolve with the Partner or Agent responsible for the matter, you should contact Mr David Bentley, Head of the Residential Division, Bidwells LLP, 54 High Street, Trumpington, Cambridge, CB2 9LS, informing him of the nature of the problem. He will make every effort to deal with the problem quickly and efficiently.
124. Bidwells LLP operates a formal procedure for complaints handling which complies with the minimum standard laid down by the RICS (Royal Institute of Chartered Surveyors). A copy of the Procedure is available upon request. The Complaints Procedure does not affect the contractual rights of either party to this agreement, and all fees remain payable.

W. Client Monies

125. We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with in accordance with the Clients' Money Regulations (Regulations) of the Royal Institution of Chartered Surveyors (RICS). A copy of the Regulations is available on request. Where funds are held in a discrete client account bank charges will be deducted from that account. Bidwell House, Trumpington Road, Cambridge CB2 9LD T: 01223 841841 E: info@bidwells.co.uk W: bidwells.co.uk Bidwells is a trading name of Bidwells LLP, a limited liability partnership, registered in England and Wales with number OC344553. Registered office: Bidwell House Trumpington Road Cambridge CB2 9LD. A list of members is available for inspection at the above address. Please ensure you're familiar with our Privacy Notice which is available here: bidwells.co.uk/privacy.

Funds will be held in the Bidwells LLP Residential Lets Client Account held at Barclays Bank, Cambridge.

Cancellation form

To [Agent]

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

Name of Landlord(s)

Address of Landlord(s)

Signature of Landlord(s)

Landlord 1

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr

Other (please specify below)

Signed

Dated

Landlord 2

Title ☐ Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr

Other (please specify below)

Signed

Dated

Thank you for completing your onboarding documents with us. We're delighted to be working with you and shall make the process of letting your property as straightforward and smooth as possible. If you have any questions or need assistance at any point, please do not hesitate to contact our team.

Get in touch *with our experts*

54 High Street
Trumpington
Cambridge CB2 9LS

01223 841 842
letingsnegotiators@bidwells.co.uk
bidwells.co.uk

Bidwells. Well informed.

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