

Letting Agent Agreement

Letting Agent: [name]

Client: [name]

Property address: [address]

This agreement is dated: [date]

It is made between:

and

[Client full name] of [Full address] ([REDACTED] " [REDACTED] ")

Background

It is now agreed as follows:

1 Definitions

These definitions will apply unless the context otherwise requires.

'Confidential Information' means all information about the parties to this agreement, including any information that may give a commercially competitive [REDACTED] [REDACTED]

2. Interpretation

3. Entire agreement

4. Warranties by the Client

5. Certifications and registrations of the Agency

6. The basic contract

OR

7. Fee and payment

8. Expenses

9. Interest

10. Obligations of the Agency

11. Obligations of the Client

the Smoke and () 2015;

12. Management of continuity of tenancy

13. Provisions for non-UK resident

14. Complaints and Redress

15. Confidential Information

- 15.1. In respect of the Confidential [REDACTED], [REDACTED]
[REDACTED]:

15.1.1 use their best endeavours [REDACTED];
[REDACTED];

15.1.2 not use or disclose Confidential Information except to [REDACTED],
[REDACTED];
[REDACTED];

15.1.3 explain to all relevant employees, agents and sub-contractors [REDACTED]
[REDACTED];
[REDACTED];
[REDACTED];

15.1.4 from the date of this agreement until [five] years after termination [REDACTED]

.....

15.2. This paragraph does not apply to disclosure:

15.2.1 made by order of the court;

16. Limitation of liability

16.2. Particulars of properties, rent estimate and other information provided by the Agency are prepared in good faith and solely for ■■■■■ . ■■■■■
■■■■■ . ■■■■■ . ■■■■■ .
■■■■■ . ■■■■■ . ■■■■■ .
■■■■■ .

16.3. Although the Agency's aim is to take care in managing the Property, the Agency cannot accept responsibility for [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED], [REDACTED].

16.5. The Agency shall not [REDACTED]
[REDACTED]

16.5.1 an indirect or consequential loss:

16.6. Except in the case of death or personal injury the total liability of the Agency in this [REDACTED], [REDACTED], [REDACTED]
[REDACTED] £[10,000]. [REDACTED]
[REDACTED], [REDACTED].

17. Termination

This agreement shall take effect on the [REDACTED]
[REDACTED]
[REDACTED]

17.2. Regardless of all other circumstances:

17.2.2 After the expiry of four weeks from the start date either party may terminate this [REDACTED] [1] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]

18. Effects of termination

18.1. Upon termination of this agreement:

18.1.1 All the Agency's services will cease; and

19. Assignment

20. Indemnity by the Client

then the Client shall indemnify the Agency for [REDACTED] [REDACTED]'s [REDACTED].

21. Miscellaneous matters

Signed by[personal name] on behalf of the Agency as its representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

Signed by[Client name]:

Schedule 1: Services

Full description of [REDACTED]

1. Advising as [REDACTED].
2. Advertising and generally marketing the Property.
3. Interviewing prospective tenants and taking up full references, including [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
4. Where appropriate, obtaining details of a guarantor.
5. When a company or other organisation is [REDACTED], [REDACTED]
[REDACTED].
6. Providing a suitable tenancy agreement for the Property.
7. [REDACTED]
[REDACTED].
8. [REDACTED] ' [REDACTED]
[REDACTED] 2014 .
9. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
10. [REDACTED] ([REDACTED]
[REDACTED] 15 [REDACTED]) [REDACTED]
[REDACTED].
11. [REDACTED] ([REDACTED] & [REDACTED]) [REDACTED]
[REDACTED]
[REDACTED].
12. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
13. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
14. [REDACTED]
[REDACTED].

Schedule 2: List of [Agency Name] professional fees

Standard Management Fee:

Letting Only Service Fee:

Letting Only Plus Deposit Protection:

Letting and Rent Collection Fee:

Additional Charges:

Tenancy set-up fee:

Tenancy deposit service fee:

Tenancy renewal fee:

Duplication and testing of extra keys:

Preparing Inventory/Schedule of Condition:

Issuing Notice of Seeking Possession:

Schedule 3

1: []

1. The Accommodation Agencies Act 1953

<https://www.legislation.gov.uk/ukpga/Eliz2/1-2/23/section/1>

2. Consumer Rights Act 2015

The information on fees must include:

<https://www.legislation.gov.uk/ukpga/2015/15/section/83/enacted>

3. The Enterprise and Regulatory Reform Act 2013

- 3.1. Property Redress Scheme; and
 - 3.2. The Property Ombudsman Limited.

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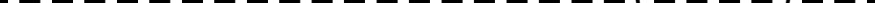
<https://www.legislation.gov.uk/ukpga/2013/24/part/6/crossheading/redress-schemes-lettings-and-property-management-agents>

<https://www.gov.uk/redress-scheme-estate-agencies>

4. The Housing and Planning Act 2016

21 /

<https://www.legislation.gov.uk/ukpga/2016/22/part/5/crossheading/client-money-protection-schemes-for-property-agents/enacted>

5.  () 2019

() 2017
2021 ,
€ 10 , 000 ,

5.1.

5.2.

.....

<https://www.legislation.gov.uk/ksi/2019/1511/regulation/3/made>

1. Tenant Fees Act 2019

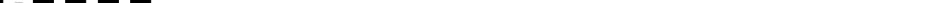
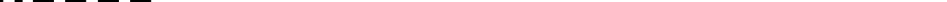
'relevant' , 'permitted' , 2 .

<https://www.legislation.gov.uk/ukpga/2019/4/section/2/enacted>

1

'relevant' (2019)

<https://www.legislation.gov.uk/ukpga/2019/4/schedule/1/enacted>

3 : 
- : 

[] 11 3 2.

2. Home (fitness for Human Habitation) Act 2018

24

<https://www.legislation.gov.uk/ukpga/2018/34/section/1/enacted>

3. Gas Safety (Installation and Use) Regulations 1998

36

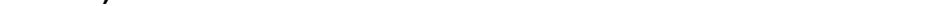
3.4. rectify the problem quickly.

<https://www.legislation.gov.uk/uksi/1998/2451/regulation/36/made>

4. 2015

4 , .

<https://www.legislation.gov.uk/ukdsi/2015/9780111133439/regulation/4>

5.  () () () ()

2016 [REDACTED] ([REDACTED]) ([REDACTED]) [REDACTED]
[REDACTED] 2019

[REDACTED], [REDACTED]
[REDACTED].
[REDACTED]

6. [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED] 2020

[REDACTED] 2020 [REDACTED]
[REDACTED] 2021.

[REDACTED]:

- 6.1. [REDACTED]
[REDACTED];
- 6.2. [REDACTED] ' [REDACTED];
- 6.3. [REDACTED] ([REDACTED])
[REDACTED];
[REDACTED]
- 6.4. [REDACTED] 28 [REDACTED]; [REDACTED]
[REDACTED]
- 6.5. [REDACTED]
[REDACTED] 28 [REDACTED].

<https://www.legislation.gov.uk/uksi/2020/312/regulation/3/made>

A horizontal row of 20 solid black squares. The first four squares are grouped together on the left, followed by a space, then the remaining 16 squares are grouped together on the right. This visual representation corresponds to the fraction 4/15.

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[.....]  
[.....]  
.....  
..... [.....] .....
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Explanatory notes:

Letting Agent Agreement

General notes

The law refers to “processing”. In plain English that means you do something positive with that data. However, in the GDPR, and consequently in the Data Protection Act, you “process” data even if it only passes through your [REDACTED].

We have drawn a comprehensive **free** privacy policy for property agents which covers not only the usual and expected matters but which specifically provides compliance with the Act. It [REDACTED]

The privacy policy is not simply a standard form that you can stick on your website and forget. For compliance, you need to check it and possibly insert details of all the data relating to members. You can [REDACTED], [REDACTED]

<https://www.netlawman.co.uk/d/privacy-policy-template-property-agents>

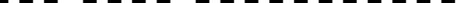
If you do not have website then you may use this privacy policy stripped of references ■

- if you allow users to post information to your website, you may not process, edit or delete that information.

You will find a full list at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

5. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net 

6. Document review service

If you would like our legal team to check your edited version, we [REDACTED]
[REDACTED].

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

Note: numbering refers to paragraph numbers in .

1. Definitions

If you edit the contents of the document, do remember to check whether any definition needs to be changed, added or removed. If you do change a defined term, make sure ■ ■

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the original meaning.

2. Interpretation

3. Entire agreement

4. Warranties by the Client

5. Certifications and registrations of the Agency

Edit as required.

6. The basic contract

7. Fee and payment

In practice most agents prefer to set out a fee arrangement in a letter rather than commit to a standard fee. You can [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]

8. Expenses

This is optional paragraph. You ██████████.

9. Interest

A useful provision to promote fast payment. ██████████
██████████.

10. Obligations of the Agency

We have provided a set of reasonable provisions. Your client will want to be assured that you will deal honestly, fairly, and so on. ██████████, ██████████
██████████, ██████████, ██████████
██████████.

On the other hand, you have no legal obligation to be good to your client. This is your document - ██████████.
██████████. ██████████
██████████.

You can find full list at

<https://www.tradingstandards.uk/media/documents/commercial/codes-of-practice/two-residential-lettings.pdf>

11. Obligations of the Client

This is the place to enter all matters relevant to your control of the client. Depending on your ██████████, ██████████
██████████.

The full list of legal responsibilities is at:

<https://www.which.co.uk/consumer-rights/advice/what-are-my-legal-responsibilities-as-a-landlord-avBht8E23bON>

12. Management of continuity of tenancy

A basic provision to cover some ██████████.

Edit as you wish, ██████████.

13. Provisions for non UK resident

This provision and schedule 4 cover the requirements of Non-Resident Landlord Scheme. Under this scheme, letting agents, tenants and anyone finding tenants for non-██████████, ██████████
██████████, ██████████
██████████.

<https://www.gov.uk/government/publications/non-resident-landlord-guidance-notes-for-letting-agents-and-tenants-non-resident-landlords-scheme-guidance-notes>

Delete this paragraph if not applicable.

14. Complaints and Redress

The Property Ombudsman (TPO) <https://www.tpos.co.uk/consumers/how-to-make-a-complaint>

The Property Redress Scheme <https://www.theprs.co.uk/Complain>

You may find more details at:

<https://www.legislation.gov.uk/ukpga/2013/24/part/6/crossheading/redress-schemes-lettings-and-property-management-agents>

<https://www.gov.uk/redress-scheme-estate-agencies>

15. Confidential Information

16. Limitation of liability

17. Termination

18. Effects of termination

19. Assignment

20. Indemnity by the Client

21. Miscellaneous matters

21.2 self explanatory provision. This provision deals with the year 2018.

Schedule 1: Services

Schedule 2: Fees

Schedule 3: Legal obligations

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Part 1 covers your


End of notes