Terms of Business

1. GENERAL AUTHORITY AND MANAGEMENT SERVICES:

1.1. GENERAL AUTHORITY:

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee and the freeholder or head leaseholder, and that the Landlord agrees to comply with any mortgage or head lease conditions. Where the Property is subject to a mortgage or head lease, the Landlord shall supply the Agent with details of any head lease or mortgage conditions that may affect the letting of the Property.

The Landlord authorises the Agent to carry out the various usual duties of property management including those listed in the Full Management Service as detailed in section 1.2 of this agreement (or if Let Only service undertaken in section 1.3 of this agreement). The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that fees may be charged to either the Landlord or the Tenant for ancillary services and that such fees will include a profit element to cover the Agent's administrative and business costs.

The government has introduced a new Private Rented Sector Landlord database from December 2026, (and Landlord Ombudsman Service is due to roll out in 2028) which all private landlords in England with assured or regulated tenancies will be required by law to join, including those who use a managing agent. Once introduced, the landlord accepts that the agent cannot undertake any advertising of the property until the landlord has registered on the database (and ombudsman when applicable) and understands that the local council will be able to take action against landlords who are not registered.

The landlord remains responsible for information entered onto the Landlord database and to the Landlord Ombudsman database and indemnifies the agent from any incorrect data input whether by the landlord directly or by the agent.

It is a condition of being instructed that the landlord is registered on the landlord database when implemented and the landlord accepts that the Agent cannot begin marketing the property until this process is completed.

1.2 FULL MANAGEMENT SERVICE Stuarts Property Services Ltd t/a Stuarts Homes provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will be levied at the outset for taking references and arranging the tenancy. Any additional costs are clearly noted on the price list.

The Full Management Service includes

- Advising as to the likely rental income.
- Advertising and generally marketing the property including accompanied viewings.
- Interviewing prospective tenants and taking up full references including credit score, AML checks, Open banking checks where applicable, employer and previous landlord reference and/or obtaining reference checks through a third-party referencing supplier. Where necessary, additional security would be requested by means of a guarantor. In cases where a company occupies as the tenant, a company check would be taken.
- Carrying out digital ID checks, the initial right to rent checks in accordance with the Immigration Act 2016, and anti-money laundering checks
- Create a PropertyFile for the landlord for easy access to tenancy details, documents including certifications and rental statements
- Providing a suitable tenancy agreement for the property.
- Conducting an inventory including date stamped pictures to show pre-tenancy schedule of condition and contents of the property
- Taking a deposit from the tenant
- Dealing with the deposit under the requirements of the chosen government approved deposit protection scheme until the end of the tenancy when the property and contents have been checked for unfair wear and tear.
- Collecting the rent monthly and paying over to the Landlord monthly (normally sent within 15 days of collection) less any fees or expenses due or incurred for the period. Payments will be made by BACs payment, and a detailed rent statement will be forwarded to the Landlord.
- Handling any deposit disputes with the Tenant and the tenancy deposit scheme provider
- Arranging with service companies (principally electricity, gas, council & water) for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy, transferring back to the landlord at end of tenancy and dealing with void period bills on behalf of the landlord if the property is re-advertised immediately. See caretaking service on price list if property void for long periods as additional charges apply.
- Regular inspections of the Property are carried out on or around a quarterly basis. Responsibility for and management of empty property is not normally included, unless immediately re-marketed with the agent, and will only be carried out by special arrangement agreed in writing between the Landlord and the Agent, and subject to a fee.
- Co-ordination of repair or maintenance including arranging for tradesmen to attend the property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
- Making payments on behalf of the Landlord from rents received for costs in managing the Property.

- Serving Section 13 (Form 4a) notices to increase the rent annually where applicable in accordance with Renters Rights restrictions and market value (Additional charges are applied for this service)
- Carrying out a full property inspection and inventory check at the end of the tenancy and, if necessary, preparing and agreeing a schedule of costs relating to any damage or unfair wear and tear prior to releasing the deposit.
- As per the regulation, the Landlord remains responsible for uploading and overseeing all information on the landlord database

1.3. LETTING ONLY SERVICE

Where the Landlord does not wish the Agent to undertake Full Management Service, the Agent can provide a Letting Only Service. The Letting Only Service includes

- Advising as to the likely rental income.
- Advertising and generally marketing the Property including accompanied viewings.
- Carrying out the initial right to rent checks in accordance with the Immigration Act 2016 (this is a chargeable extra and is a mandatory requirement)
- Providing a suitable tenancy agreement for the Property.
- Taking a deposit from the Tenant.
- Collecting the first months' rent only and paying over to the Landlord less any expenses incurred
- Registering the deposit under the requirements of the chosen deposit protection scheme. The landlord should obtain their own DPS account so that the deposit transfer can then be made to the landlords scheme in order for the landlord to issue prescribed information to the tenant

NB // This service does NOT include

- Referencing
- Arranging certifications. The landlord agrees to supply all statutory certifications upon instruction of our services, and the agent reserves the right to arrange these certifications at the landlord's expense and with an administration fee added to enable a tenancy to commence if the certification has not been presented to the agent in a timely manner for the tenancy to commence.
- All Let Only clients should be ICO registered and the agent cannot be held liable for data shared upon landlord request.

The Landlord would remain responsible for all other aspects of the letting including the collection of rent (from month two), maintenance of the property, adhering to all mandatory certifications, renewal of such certifications, uploading all information onto the landlord database and generally adhering to all legislations.

The Letting Only Service Fee is payable at the commencement of the tenancy and will be deducted from monies received by the Agent on the Landlord's behalf. If the tenant leaves prior to the end of the term of the tenancy the Landlord shall not be entitled to reimbursement of any fees paid. All landlords wishing to use this service will be required to sign an agency agreement as declaration that they are fully aware of their obligations as a landlord under the new Renters Rights Legislation.

1.4. RENEWALS:
All tenancies after 01 May 2026 under the Renters Rights Act 2025 legislation become periodic assured tenancies with immediate effect and therefore fixed term renewal tenancy agreements are not applicable.

1.5. REFERENCING:
The Agent will carry out referencing checks on any prospective tenant under the Full Management Service only and in line with guidance and changes within the Renters Rights Act 2025 which would normally include a right to rent check, ID and AML check, affordability check, credit check, bank check and a reference from a previous landlord and employer/accountant (where applicable). This may be carried out by the Agent themselves or through a third-party referencing supplier. The Agent or third party referencing supplier has a comprehensive referencing criteria to establish tenant suitability and affordability however, the Agent or third-party referencing supplier will not be responsible where fraudulent or incorrect information has been provided by the applicants and the Agent or third-party referencing supplier had no reason to believe the information to be fraudulent or incorrect, nor will be responsible for any default by the Tenant. The landlord reserves the right to request to see the basic reference report at any time, however if full referencing detail is requested, this can only be granted with tenant/guarantor consent due to data protection regulations. If full referencing is requested, it is a condition that the landlord must be ICO registered to comply to data protection regulations

Referencing checks are available for the Letting only service as an optional extra.

2. LIABILITY FOR TENANT DEFAULT:
2.1 Although our aim is to take care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage, or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord’s instructions. Insurance policies are available for landlords should you wish to explore this option.

3. AGENT REMUNERATION

3.1 The Landlord agrees to pay the letting fee and the management fee at the rates specified in the Agency Agreement for the level of service selected. The letting fee becomes due once a tenant introduced by the Agent enters into a tenancy agreement. The management fee shall remain payable for the duration of the tenancy, including any statutory periodic tenancy, renewal, extension, holding over (ie void periods between lets), or any period during which the tenant remains in occupation.

3.2 The Landlord agrees to reimburse the Agent for all reasonable costs, expenses and liabilities properly incurred on the Landlord's behalf in carrying out the Agent's duties within the scope of the authority granted under this Agreement. Such sums shall be payable within 30 days of the date of the Agent's invoice. The Landlord further agrees to provide prompt instructions and responses to the Agent where reasonably required to enable the Agent to perform the Services efficiently.

3.3 Where this Agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Landlord agrees to pay the Agent for any services provided and reasonable costs properly incurred before cancellation, in accordance with clause 16.6.

3.4 The Landlord agrees to indemnify the Agent against any loss, damage, penalty, fine, liability or associated costs incurred by the Agent in connection with providing the Services, except where such loss arises directly from the Agent's negligence, breach of contract or wilful default.

3.5 Any additional work requested or authorised by the Landlord which falls outside the Services specified in this Agreement shall be charged at the hourly rate set out in the Agent's current price list.

3.6 The Management Fee is payable in consideration of the management services provided by the Agent and is not conditional upon the Landlord receiving rent from the tenant. Accordingly, the Management Fee shall remain payable where the tenant is in rent arrears, defaults under the tenancy agreement, disputes the tenancy, delays or contests possession proceedings, or remains in occupation after the tenancy has otherwise ended, provided the Agent continues to provide management services.

3.7 Where the Agent advises the Landlord in writing that a prospective tenant has failed the Agent's referencing criteria or is otherwise not recommended for a tenancy, but the Landlord instructs the Agent to proceed regardless, the Landlord acknowledges that the decision has been made against the Agent's professional advice. The Agent shall not be liable for any loss arising from that decision, including rent arrears, damage, legal costs or delays in obtaining possession, and the fees payable under this Agreement shall remain due in accordance with its terms.

4. MAINTENANCE:

4.1 The Landlord agrees to provide the property in a good and lettable condition and that the property, beds, sofas and all other soft furnishings conform to the current fire safety regulations. Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025: UK

The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (Maintenance Repair Limit of £200) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property. 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single

monthly accounting period without prior authorisation from the Landlord. The administration of major works or refurbishment over £2000 will incur an additional 6% including vat charge as noted on the price list.

4.2 For expenditure more than the agreed expenditure limits, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual or legal necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified.

4.3 By law, it is necessary to carry out an annual gas safety check on any gas appliances and flues to ensure that all gas appliances, flues and associated pipe work are maintained in a safe condition. The Agent will carry this out on the Landlord's behalf under the full management service. The agent will administer the necessary inspection and maintenance records, along with any other mandatory certifications required. The reasonable costs involved will be debited to the Landlord's account.

4.4 Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way unless this loss arises as a result of the Agent's own negligence or breach of contract.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas for longer periods than six months, the Agent is obliged by the Income Tax Act 2007 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive gross rent via an NRL1 exemption certificate. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work as set out in the price list, and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. TAX LIABILITY AND MAKING TAX DIGITAL (MTD):

Rental income is an additional income to your annual income and therefore is tax deductible. It is the responsibility of the legal owners of the property/properties to report any rental income to HMRC or to instruct an accountant to do this on your behalf.

The legislative framework for MTD is partly in existing primary legislation (e.g., sections in the Finance (No. 2) Act 2017 concerning digital reporting and record-keeping) and secondary legislation (e.g., the Income Tax (Digital Requirements) Regulations 2021, updated in April

2024). Draft legislation and secondary regulations have been published (July 2025) for consultation, covering MTD for Income Tax and penalty reform.

Making Tax Digital for landlords - This is HMRC's new system requiring landlords to keep digital records of rental income and expenses and submit quarterly updates using compatible software.

As at November 2026, the introduction dates are:

Gross qualifying income	**MTD start date**
Over £50,000	6 April 2026
Over £30,000	6 April 2027
Over £20,000	6 April 2028

These thresholds are based on gross income before expenses, combining property and relevant self-employment income

Responsibility for any income tax reporting remains the responsibility of the landlord in its entirety. Any additional works requested by the landlord to assist with income tax reporting whether via MTD or not is a chargeable service.

7. COUNCIL TAX:
Payment of Council tax will normally be the responsibility of the occupants in the Property, unless otherwise stated in the tenancy agreement . However, landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the Property. It remains the responsibility of the landlord to communicate with the local council of the relevant property that the agent is authorised to attend to council tax bill enquiries.

8. SERVICES:
Under the Full Management Service, the Agent will use reasonable endeavours to take meter readings at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation/liability. In many cases, the service companies require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the Tenant's or Landlord's behalf. It remains the responsibility of the landlord to communicate with the relevant utility companies relating to the relevant property that the agent is authorised to attend to any account enquiries.

Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

9. INVENTORY:
The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by a good inventory and condition report from the outset. The Agent will prepare an inventory for the Property included in the full management service. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any removable articles of substantial value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.).

10. TENANCY AGREEMENT:
The Agent will prepare a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society if required. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

11. NOTICES:
The Agent will serve the usual legal notices on the Tenant(s) in order to increase the rent, or for any other purpose that supports the good management of the Property, or the timely return of the deposit at the end of the tenancy. Notice for possession:- Under the Renters Rights Act 2025, grounds for possession have been mandated by the Government and must be adhered to for legal possession to be served. Please refer the price list for such notice fees.

12. HOLDING FEES:
A holding fee is taken from a tenant applying to rent a property. The purpose of this fee is to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The holding fee when tenancy is taken must be offset from the first months' rent. The holding fee does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw, or references proving unsuitable. No more than one months' rent can be taken in advance from 01 May 2026 following the Renters Right Act implementation. Acceptance of the tenancy is not advisable until satisfactory references have been received. This holding fee is not a deposit until it is transferred on the establishment of the tenancy.

13. TENANCY DEPOSITS:
13.1 A tenancy deposit will be payable by the tenant after signing the tenancy agreement in addition to any rents due. The purpose of the tenancy deposit is to protect the Landlord against losses or damage to the Property during the tenancy. Where received by the Agent, the deposit will be forwarded to one of the Government-regulated deposit schemes listed below (or kept in

a separate and secure client account for company lets ready for refunding less any charges due at the end of the tenancy.)

13.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt. The schemes are:
(1) The Deposit Protection Service (DPS)
(2) My Deposits
(3) Tenancy Deposit Scheme (TDS)

13.3 Tenancy Prescribed Information. Where statutory deposit protection applies to a tenancy deposit, and the deposit is received by the Agent, the Agent will (for services under the Full management service only) within 30 days of receipt of the deposit provide to the Tenant and any other Relevant Person, the prescribed information required under the Housing Act 2004.
More information on the requirements of the deposit protection schemes are available on the following web site(s):-
https://www.gov.uk/tenancy-deposit-protection

14. INSPECTIONS:
14.1 Under the Full Management Service, the Agent will make reasonable endeavours to carry out inspections quarterly or by other agreed arrangement, starting after the first month. Such inspections do not constitute a formal survey of the property, nor will the Agent check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy (i.e. the property being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the Agent without moving the Tenant's possession.

14.2 Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord. The Agent will endeavour to report any apparent deficiencies or dilapidations to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values and following deposit schemes life span guidance.

15. TENANCY DEPOSIT DISPUTES:
15.1 Under the Full Management Service, the Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy

deposit administrators for adjudication under an alternative dispute resolution (ADR) process. The Landlord may instruct the Agent to deal with the adjudication, and the Agent will charge for the time incurred in doing so on an hourly basis at the rate specified on the price list.

15.2 The Landlord authorises the Agent to make appropriate deductions/ retentions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

16. TERMINATION:

16.1 Termination of Agency Agreement. The Agency Agreement and Terms of Business may be terminated by either party by way of two months' written notice. The agent reserves the right to charge the equivalent of two-months current management fee for each property should the landlord wish to take management back immediately or transfer to another agent.

16.2 Serious Breach of this Agreement. The Landlord or the Agent may terminate this Agreement on fourteen days' notice if there is a fundamental breach of the Agreement and the other party fails to remedy that breach within fourteen days of receiving written notice specifying the breach.

Examples (but not limited to) of serious breaches are:-

- Failure to register on the landlord database which is a mandatory requirement
- Discrimination against any applicant, tenant, employee or sub-contractor of the Agent on the grounds of sex, gender reassignment, race, age, disability, marriage and civil partnership, pregnancy and maternity, religion or belief, or sexual orientation may constitute a fundamental breach in accordance with the Equality Act 2010. This also applies to Chapter 3 of the Renters' Rights Act 2025, which prohibits discrimination against prospective tenants because they have children or are in receipt of benefits.
- For the purposes of this clause, a fundamental breach by the Landlord may also include conduct that unreasonably interferes with or obstructs the Agent's ability to provide the Services, including (without limitation) persistent or excessive communications, repeated or unreasonable demands outside the agreed scope of the Services, attempts to direct or control the Agent's day-to-day management of the Services, abusive, threatening or harassing behaviour towards the Agent's employees or contractors, or any other conduct which, in the Agent's reasonable opinion, renders the professional relationship unworkable.

Where such conduct continues following written notice requesting that it cease, the Agent may terminate this Agreement with immediate effect.

16.3 Termination if the Agent has not secured a Tenant. If the Agent has not secured a tenant after six weeks of the appointment the Landlord may terminate this Agreement on one week's notice.

16.4 Minimum Fee. The minimum fee (as listed on the price list) applies if on termination the total fees due are less than the minimum fee. Where cancellation of this agreement is unavoidable due to circumstances beyond the control of either party, the minimum fee will not apply and any pre-payments will be returned to the person entitled to them, less any expenses reasonably incurred to the date of cancellation. The minimum fee will also apply and be payable if the Agent introduces a Tenant to the Property who finds the Property as a result of the Agent's marketing efforts, or the Tenant is otherwise introduced to the Property during the Agent's period of sole agency, and enters into a Tenancy Agreement or Tenancy for the Property irrespective of whether or not the Tenancy is finalised by the Agent and whether or not the Agent is the effective cause of the introduction or Tenancy.

16.5 Tenancy Agreement. The Landlord shall provide the Agent with any requirements for return and repossession of the Property at the earliest opportunity. Landlords should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period to tenants under assured tenancies is generally four months and is subject to a minimum twelve-month period for new tenancies. The agent will advise where required but the responsibility remains with the landlord to understand notice periods under the Housing Act 2004 and Renters Rights Act 2025 before entering into any tenancy agreement.

16.6 Agreements signed away from the Agents office. Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business) and the Agency Agreement is signed:
• at a place which is not the Agent's office;
• at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
• without meeting face to face at all.
The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling off period') from the date the Agency Agreement is signed by all parties. A cancellation notice is available at the end of the Agency Agreement. Where the Landlord waives his right to cancellation by agreeing to the Agent carrying out works immediately following the date of the Agency Agreement, he will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling off' period.

16.7 The Agent reserves the right to terminate the full agreement with immediate effect, giving written notice, should the property be handed to the Agent to manage directly from a self-managed landlord or from another agent and upon first inspection of the visit, within a month of instruction if the property is found to be sub-standard in line with fit for habitation regulations.

16.8 The landlord agrees that should services be terminated due to a property sale where the Agent has introduced the buyer to the property i.e. if the Landlord sells the Property to any tenant, occupant or person/s introduced by the Agent, the Landlord shall pay the Agent a fee of 1% + VAT of the sale price, due upon exchange of contracts.

17. SOLE LETTING RIGHTS:

The Landlord appoints the Agent as sole agent for the marketing, letting and/ or aspects of the management of the Property depending on which Service Level is agreed. If the Landlord lets the property during the appointment of the Agent under the Agency Agreement and Terms of Business, the Landlord might become liable to pay commission to both Agents. See withdrawal, dual agency and let with no advertising fees on the price list. It is agreed that only the Agent may let the Property on behalf of the Landlord.

18. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

WARNING: You should read and understand these obligations before signing your agency agreement.

18.1 The letting of property is now closely regulated with respect to consumer safety. The law makes demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. Landlords, under section 53 of Health and Safety at Work Act, are regarded as being self-employed. If you rent out a property, you have legal responsibilities to ensure you conduct your undertaking in such a way that your tenant(s) are not exposed to health and safety risks. The following regulations (as amended) apply:

- Furniture and Furnishings (Fire)(Safety) Regulations 1988 (Amended 2025)
- The Energy Efficiency (Private Rented Property) (England and Wales) (Amendment) Regulations 2019
- General Product Safety Regulations 2005
- Gas Safety (Installation and Use) Regulations 1998 & 2018
- Electrical Equipment (Safety) Regulations 1994 & 2016
- Plugs and Sockets (Safety) Regulations 1994
- Legionella Risk Assessment under S3(2) of HSWA
- Smoke and Carbon Monoxide Alarm (amendment) regulations 2022
- Homes (Fitness for Human Habitation) Act 2018
- Electrical Safety Standards in the Private Rented Sector (England) (Amendment) (Extension to the Social Rented Sector) Regulations 2025

Please note:- Section 100 of the Renters' Rights Act amends the Housing Act 2004 to give the Secretary of State the power to specify the requirements that "qualifying residential premises" must meet, i.e. a Decent Homes Standard. The consultation stated that the government proposed bringing the DHS into force "in either 2035 or 2037".

18.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Full Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the

Agent's costs incurred including any expenses or penalties (whether civil or criminal) that may be suffered as a result of non-compliance of the Property.

18.3 Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information/services to assist with compliance.

18.4 Landlords must ensure that a valid Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than whichever is the earlier of:
(i) the first time the landlord makes available to the prospective tenant any written information about the building;
or (ii) at the time which the prospective tenant views the building. Where the Landlord does not have a valid EPC for the property the Agent will arrange an EPC for the property and the Energy Performance Certificate Fee will be payable, plus any remedial works to obtain a satisfactory rated EPC, in line with legal requirements. Where the remedial works go beyond the scope of expense the landlord is willing to offer, a tenancy cannot be entered in to unless a satisfactory rating of EPC is presented or an exemption certificate is presented.

18.5 The Landlord must ensure that a Gas Safety Certificate, where required, is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Gas Safety Certificate for the property the Agent will obtain this, and the Landlord will reimburse the Agent for the full cost of obtaining a satisfactory Gas Safety Certificate.

18.6 The Landlord must ensure that an Electrical Installation Certificate is provided to the Tenant prior to their occupation of the property. Where the Landlord does not have a valid Electrical Installation Certificate for the property the Agent will obtain this, and the Landlord will reimburse the Agent for the full cost of obtaining a satisfactory Electrical Installation certificate.

19. INSTRUCTIONS:
It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing (Email is acceptable)

20. FEES AND VALUE ADDED TAX:
All fees stated are inclusive of VAT and will be deducted from the client's account as they fall due. Management fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee (calc at 12.25% + vat) of £147. Should the agreed rental be higher or lower than the fee will be correspondingly higher or lower. The agent reserves the right to amend the terms of business, price list and management fees giving the landlord two months' notice in writing. These will be deemed accepted unless otherwise stated in writing.

21. INSURANCE:
The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let and when the property is vacant. The landlord agrees to provide the Agent with policy documents to keep on file. Should the landlord require a rent insurance policy, the landlord agrees to discuss this with the Agent directly on the commencement of each tenancy

22. HOUSING BENEFIT / UNIVERSAL CREDIT:
The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit (or the Department of Work and Pensions with respect to Universal Credit), or other benefit scheme, paid to or on behalf of the Tenant(s) as rent. This undertaking shall remain in force during the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement. The landlord agrees that there can be no discrimination towards prospective tenants who are in receipt of any benefit.

23. LEGAL PROCEEDINGS:
If the Agent is collecting rent from the Tenant and rent is outstanding, the Agent will notify the Landlord promptly and use its reasonable endeavours to obtain payment from the Tenant and liaise with the landlord. If applicable, the Agent will offer general advice on the next steps to be taken but cannot undertake legal proceedings on the Landlord's behalf and cannot accept any liability for rent arrears or breaches of the Tenancy Agreement. If the Landlord wishes to appoint a solicitor, he may do so at his/her sole cost. The Agent will charge a fee for attendance at Court (if applicable) and any protracted correspondence with solicitors at the hourly rate for 'other works specified' on the price list.

24. IMMIGRATION CHECKS:
It is agreed that the Agent will carry out any checks required under the Immigration Act 2016 on the proposed Tenants and any permitted occupiers at the start of or prior to the commencement of the Tenancy. Any follow up checks where the Tenant has a limited right to rent is chargeable. The Agent's responsibilities for such checks will only extend to the duration of the tenancy for landlords undertaking the full management service. At the termination of the Agency Agreement the Agent will transfer the responsibility for maintaining immigration status checks to the Landlord.

25. COMPLAINTS:
It is our intention to always provide a good level of service, however where the Landlord is unsatisfied with any service provided by the Agent, he should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which can be provided upon request prior to signing this agreement, or can be found on our website www.stuartshomes.co.uk The Agent is a member of The Property Ombudsman and where the Landlord is unsatisfied with the way the complaint has been

handled he may refer the matter to the scheme for a further decision, details of which are available upon request from the Agent.

26. KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord, Tenant or Guarantor to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy. The Agent will keep copies of all financial information for up to seven years.

The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant or Guarantor to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant or Guarantor (for example, where the agent is instructed on a let only basis and the landlord is managing the property independently) the Landlord is required to provide the Tenant and Guarantor with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required. All landlords wishing to hold referencing detail or electronic copies of tenancy agreements with tenant and/or Guarantor details on should register with the ICO and have their own Data Protection Notice in place and issued to tenants. The landlord is responsible for obtaining their own registration with ICO and indemnifies the agent for any data shared upon request.

27. SUBJECT ACCESS REQUESTS:

We will respond to Subject Access Requests in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Information provided in response to a Subject Access Request will comprise the personal data held by us and reasonably accessible from the systems and software used in the delivery of our services. We are not required to create new information, compile bespoke reports, or manipulate data into formats that are not ordinarily generated by those systems solely for the purpose of responding to a Subject Access Request. Where technical limitations of our systems affect the format or scope of information that can reasonably be extracted, we will provide the personal data in an alternative format where appropriate and explain any such limitations.

28. ABOUT THIS AGREEMENT:

Any amendments or variations to the Agency Agreement, Terms of Business and Price List will be issued upon any changes giving two months prior written notice and the landlord reserves the right to contest the content within this period, otherwise the Agency Agreement, Terms of Business and Price List will be deemed accepted. The Agency Agreement and Terms of

Business shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.

The Agency Agreement, Terms of Business and Price List constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties but this will not affect any obligations in any such prior agreement which are expressed to continue after termination. In the event that any part of this Agreement is held to be void or unenforceable it will be severed from the Agreement, and the remainder of the Agreement will continue in force to the fullest extent possible.