

The term “the Agent” means “Lloyds Property Services”

The term “the Landlord” means the owner or owners or other persons having the authority to instruct Lloyds Property Services to let the Property.

The term “Tenant” is the person contracted with the Landlord to rent or live in the Property.

The term “Property” is the Property owned by the landlord to be rented by the tenant.

1. The Agent shall have no responsibility for a Property that is empty/vacant before, after or between Lets (see point 25).
2. The Agent/Landlord may terminate this agreement at any time by giving the other party at least two Calendar month's notice in writing. When the Agent gives notice the Landlord's liability to pay commission and Fees ceases once this agreement terminates (i.e. once the two month's notice period has expired).
3. Where notice is given by the Landlord to terminate the agreement and the Property is managed by the Agent, the Landlord's liability to pay commission and fees cease once the Landlord makes payment of the difference in fees between what they have paid to date since the commencement of the current term of tenancy and the fee which would have been charged had the property been a LET ONLY.
4. The landlord on vacating the Property and / or prior to the commencement of the Tenancy Agreement wills thoroughly clean throughout the Property (i.e. carpets, skirting boards, inside of cupboards and drawers) specific attention should be paid to both the Kitchen and Bathrooms. This includes cutting and tidying the Gardens and any other area surrounding or belonging to the Property that will become the responsibility of the Tenant to maintain on commencement of the Tenancy. A subsequent cleaning charge will be levied should the Property be handed to the tenant in a disordered or dirty condition.
5. The Landlord will maintain the Property (which shall include a television aerial) with its fixtures and fittings in good and tenable condition. Any defects advised to him by either the Tenant or Agent will be dealt with promptly by the Landlord or the Landlord's appointed workmen at reasonable times during the day unless in case of emergency. Where the Property is under a “Managed” service the Agent will normally undertake the contracting and appointing of suitable workmen for minor repairs. If the Agent is not contracted as “Managing Agent” or the repairs are not of a minor nature, the Agent is entitled to make an extra charge.
6. The Landlord also confirms that the Furniture, fixtures, fittings and other effects that fall under the provisions of the Furniture and Furnishings (Fire) (Safety) Amended Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) Amended Regulations 1993 that the landlord is supplying to the Tenant conforms with the provisions of that Act.
7. The Landlord agrees that if not provided the Agent should instruct on the Landlord's behalf qualified Tradesmen to service and / or test such Gas and Electrical fittings, Appliances and Equipment in the Property owned by the Landlord in order to comply with the Gas Safety (Installation and Use) Regulations 1994, the Low Voltage Electrical Equipment (Safety) Regulations 1995 and that the Agent should hold the original copies of the certificate at the offices for inspection by Trading Standards Officers.
8. In the event the landlord takes up residence outside the United Kingdom then, in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made unless a valid exemption certificate is obtained from the Inland Revenue and lodged with Lloyds Property Services. Overseas landlords will incur an additional fee of £25.00 + V.A.T for submitting each Quarterly or Annual Inland Revenue Return.
9. The Landlord must give the tenant (via the Agent) at least two calendar months notice to terminate the Tenancy Agreement ending no sooner than the certain term (minimum six months) and thereafter ending two months hence from the date of notice served. Any costs or damages incurred by the Landlord as a result of inadequate notice to or by the Agent shall be the sole responsibility of the Landlord, except where negligence is proven against the Agent.
10. The Landlord when wishing to serve any notice upon or give instructions to the Agent must do so in writing, verbal instructions will not be accepted except when followed by written confirmation of instruction. The Agent will not act on any matter outside this agreement unless instruction is given and accepted in writing by Landlord and Agent respectively. The Landlord agrees to reply to all correspondence promptly.
11. The Landlord will indemnify the Agent's against any and all legal action taken by the Tenant. Unless action is due to deliberate misconduct or proven negligence by the Agent.
12. In cases of non payment of rent, Lloyds Property Services will serve the Section 8 Notice, however the landlord will need to instruct their own solicitors to commence court proceedings. The Landlord will be liable for all legal costs and additional Agent's administrative charges which may be incurred as the result of a Tenant not paying the rent or vacating the Property. Additional costs incurred by the Tenant as a result of the rent not being paid to terms (or any other reason) shall be debited against the Tenant and the Agent shall be entitled to deduct these amounts from any funds held belonging to the Tenant (where necessary before remitting to the Landlord) subject to Section 32.

13. Where the Property is subject to a loan, the Landlord undertakes to advise the lender and get any permission required before the start of the tenancy to ensure that there is no breach in contract with the lender. The Landlord indemnifies the Agent against any and all costs that may be so incurred by such breach by the Landlord. Where the Property is the subject of a head lease, the Landlord undertakes to comply with the provisions and terms of that lease and to advise the tenant personally in writing of these.
14. It is the sole responsibility of the Landlord to ensure that adequate Buildings and Contents Insurance including cover for Personal injury and / or Public Liability is in effect prior to the Tenancy commencing. The Landlord must ensure that the terms of any existing insurance for Building and contents etc have not been broken or changed as a result of letting the Property, and where necessary any additional insurance is in force before the Tenancy starts. No liability shall be attached to the Agent where inadequate insurance cover is in effect.
15. Where the Tenancy is in process of being arranged, the applicant having paid a holding fee to the Agent, the Agent is entitled to charge the Landlord a cancellation fee if the Landlord subsequently instructs the Agent not to start the Tenancy.
16. The Landlord will supply The Agent with a total of three sets of keys. If these are not supplied by the Landlord four days prior to the commencement of the Tenancy, the Agent will have the extra copies cut for the Landlord at the Landlord's expense and be entitled to a charge of £5.00 + V.A.T per key.
17. The Landlord will supply the Agent with a typed copy of the Inventory of the property, which the Agent will utilise for all check in and check outs of the property and in cases of any disputes that may arise under section 34.
18. The Landlord will arrange redirection of their own mail from the Property via the Post Office. No liability can be attached to the Agent for failure to receive or loss of Post that continues to be sent to the Property once Tenancy commences. If the Agent is required to forward mail to the Landlord then the Agent will be entitled to charge an administration fee as well as recovering the cost of the postage.
19. If the Landlord sells the Property within six months of the end of the Tenancy (or within six months of an introduction by the Agent) to a person who was shown or Let the Property by the Agent, or is or was a Tenant of the Property (and was introduced by the Agent) the Agent shall be entitled to 1.5% of the selling price on completion of the sale (unless otherwise stated by the Agent).
20. The Agent is entitled to keep any reasonable commissions or interest or other benefits given to the Agent by any Company or Organisation that are paid to the Agent during the course of business on the Landlord's behalf.
21. The Landlord agrees to pay the Agent's Fees and Commissions in accordance with the Agent's stated price list as amended, updated and added to from time to time. The Agent Fees and Commissions will not be changed during the fixed term of the Tenancy unless agreed by the Landlord in writing or the Landlord changes the level of service required.
22. Where this document is not signed by all the owners of the Property those signing to do so on behalf of all the owners as agent for them.
23. Where the Landlord instructs the agent on more than one Property it is agreed that the latest revision of this Agreement and Terms signed by the Landlord will be applied to all properties owned by the Landlord, whether or not they were previously subject to earlier forms of this Agreement.
24. The Landlord shall be entitled to cancel this Agreement at the end of the tenancy (i.e. when the Tenant permanently vacates the Property) without cost of payment of any severance fee to the Agent at the time of termination or any time thereafter providing the Tenant introduced by the Agent does not return to the Property within six months of vacation otherwise the stated Fee and Commission structure will apply.
25. Present banking arrangements are such that it is necessary to allow approximately seven days for rent cheques to be cleared before transferring monies to client's accounts. No rent will be payable to you until we hold cleared funds from the tenant.
26. Our management function does not include the supervision of the Property when it is not let, although, in the normal course of letting, periodic visits may be made to the accommodation by our letting staff. It also does not include any period before the Property was let. However, if you wish us to manage the Property during a void period we will gladly do so (there will be an additional charge for this service).
27. You will be informed of any rent arrears or breaches of covenants brought to our attention. However, if it is necessary for solicitor action to be taken, you will be responsible for instructing your own lawyer and for all the fees involved.
28. The Agent will with the consent of the landlord(s), display 'TO LET' board at the Property. Once the Property is let, with the consent of the landlord, the Agent will display 'LET BY' board for a period of up to 8 weeks. Arrangements will be made to have the board erected by the Agent once the agreed term has ended. If at any time the display board is removed without the knowledge of the agency, cost of replacement may incur.
29. More than one agent may be instructed to rent your Property each of whom will act independently and you will be liable to pay remuneration only to that successful agent.
30. Where the Agent acts as a sole agent, the landlord will not instruct any other agent to rent the Property.
31. Where the Agent is instructed on a multiple agent basis it will from the date of this agreement, which may be terminated by either party giving 14 days written notice. During the period of agency the vendor(s) may instruct other agents to sell the Property.
32. Requests for any further service in addition to our agreed services will be charged at an administration rate of £25.00 + V.A.T per hour.