

RESIDENTIAL LETTINGS AGENCY AGREEMENT – Landlord Instruction Form



Property Details

Property Address: _____

Postcode: _____

Property Type: (Tick box) ☐ House ☐ Flat/Apartment ☐ Maisonette ☐ Bungalow ☐ Studio ☐ HMO ☐ Other

Number of Bedrooms: _____ Keys received on Date: _____

Furnished Status: (Tick box)

☐ Furnished ☐ Un-furnished ☐ Part-furnished

Proposed Monthly Rent Asking Price:

£ _____ (pcm)

Marketing Start Date: _____ Available from Date: _____

Landlord Details

Landlords(s)

Full Name(s): _____

(If the property is jointly owned, please list all names of all owners. If the property is owned by a corporation, the full company name, the registration number and the registered office address and signed by an authorised signatory.)

Correspondence Address (if different): _____

Telephone: _____ Mobile: _____ Email: _____

Agency Basis (Tick box)

Please select one:

- ☐ Sole Agency
☐ Multiple Agency

(_____ weeks minimum term)

CHOOSE ONE SERVICE

- ☐ Let Only Service _____ Initials
☐ Rent Collection Service _____ Initials
☐ Full Management Service _____ Initials
☐ Let & Management Service _____ Initials

Service Required (Tick box)

Landlord Declaration

I/We confirm that:

- ☐ I/We are authorised to let the Property.
☐ All information supplied is accurate.
☐ Necessary consents have been obtained.
☐ I/We have read and accepted the Residential Lettings Agency Agreement.
☐ I/We have received the Notice of Right to Cancel

Please sign here to confirm you have read and understood the terms and conditions contained within this document (overleaf).

I confirm that I wish YES PROPERTIES to commence marketing the property immediately. I accept that signing this document I am bound by its entire contents.

Signed:
(for and on behalf of Landlord)

Name:

Date:



- YES PROPERTIES TERMS AND CONDITIONS CONTINUE OVERLEAF -

Yes Properties is a trading name of Yes Online Properties Ltd, Company registration No. 16702742
Registered Office: 15 Morden Court Parade, Morden, London Road, SM4 5HJ

YSP-TOC-V2-26

We are members of the Property Redress Scheme (PRS) and abide by the code of practice.

PART 1 – APPOINTMENT, AUTHORITY, COMMISSION AND AGENCY TERMS

1. Definitions

In this Agreement:

"YES PROPERTIES" means Yes Online Properties Ltd trading as Yes Properties, its employees, representatives, contractors and authorised agents. **"Landlord"** means the person(s), company, trust or legal entity named in the Landlord Instruction Form. **"Property"** means the property specified in the Landlord Instruction Form. **"Tenant"** means any individual, company or organisation introduced by YES PROPERTIES who enters into occupation of the Property. **"Tenancy"** means any tenancy agreement, licence agreement, company let, contractual tenancy or other occupation agreement. **"Initial Tenancy"** means the first tenancy agreement entered into following an introduction made by YES PROPERTIES. **"Renewal"** means any extension, renewal, replacement tenancy, statutory periodic tenancy, contractual periodic tenancy, holdover tenancy, licence or continued occupation by any of the original tenants. **"Management Service"** means the property management services described in this Agreement. **"Commission"** means the fees payable to YES PROPERTIES under this Agreement. **"Material Information"** means any information that may affect a prospective tenant's decision to rent the Property.

2. Appointment

The Landlord appoints YES PROPERTIES as letting agent on the basis selected within the Landlord Instruction Form. The appointment shall commence upon signature of the Landlord Instruction Form and continue until terminated in accordance with this Agreement. The Landlord confirms that they have read, understood and accepted these Terms and Conditions before signing this Agreement.

3. Authority to Instruct

The Landlord warrants and confirms that:

- (a) they are the legal owner of the Property; or
- (b) they are fully authorised by the legal owner(s) to enter into this Agreement. The Landlord further confirms that all necessary permissions and consents required to let the Property have been obtained or will be obtained prior to occupation.

These may include: Mortgage lender consent, Freeholder consent, Superior landlord consent, building management consent, Insurance approval, Licensing approval, Planning permission where required.

4. Joint Owners

Where the Property is jointly owned, all owners shall be jointly and severally liable under this Agreement. YES PROPERTIES may recover any fees, costs or liabilities from any one or more of the joint owners.

5. Sole Lettings Rights

Where the Landlord appoints YES PROPERTIES on a Sole Lettings Rights basis, Commission shall become payable:

- (a) if a Tenant enters into a Tenancy during the Sole Lettings Rights period, regardless of whether that Tenant was introduced by YES PROPERTIES, another agent, the Landlord or any other person;
- (b) if a Tenant enters into a Tenancy after expiry of the Sole Lettings Rights period but was introduced by YES PROPERTIES during that period or negotiated through YES PROPERTIES during that period.

The Sole Lettings Rights instruction shall be subject to a minimum term of twelve (12) weeks. Thereafter either party may terminate by providing four (4) weeks written notice. No notice served during the minimum term shall expire before the end of that minimum term.

6. Multiple Agency

Where the Landlord appoints YES PROPERTIES on a Multiple Agency basis, Commission shall become payable where: (a) YES PROPERTIES introduced the Tenant; or (b) YES PROPERTIES was the effective cause of the letting. A Multiple Agency instruction may be terminated by either party upon four (4) weeks written notice.

7. Lettings Service

The Lettings Service may include: Property appraisal, Marketing, Photography, Floorplans, accompanied viewings, Negotiation of offers, Tenant referencing, Right to Rent verification, Preparation of tenancy documentation, Deposit registration, Tenancy progression. The exact services provided shall depend upon the service level selected by the Landlord.

8. Management Service

Where instructed, YES PROPERTIES shall provide a Management Service in addition to the Lettings Service. The Management Service may include: Rent collection, Property inspections, Maintenance coordination, Contractor instruction, Tenant liaison, Deposit administration, Compliance monitoring, Utility administration, End of tenancy administration. Full details of the Management Service are set out in Part 2 of this Agreement.

9. Commission and Fees

Commission shall be calculated as a percentage of the total rent payable during the fixed term of the Initial Tenancy. Commission shall be payable in accordance with the Fee Schedule attached to this Agreement. Unless otherwise agreed in writing for any of the services including:

Let Only Service (For periodic tenancies fee is calculated for 12 months period)

Rent Collection Service

Full Management Service

Let & Management Service

A minimum fee may apply as set out in the Fee Schedule. All fees are subject to VAT at the prevailing rate if VAT is applicable.

10. Renewal Commission

Where a Tenant originally introduced by YES PROPERTIES: renews a tenancy; enters into a replacement tenancy; remains in occupation under a statutory periodic tenancy; remains in occupation under a contractual periodic tenancy; enters into a new tenancy with the Landlord;

YES PROPERTIES shall remain entitled to Renewal Commission in accordance with the Fee Schedule. Renewal Commission shall remain payable regardless of whether YES PROPERTIES negotiated the renewal. For the avoidance of doubt, where one or more of the original tenants remain in occupation, Renewal Commission shall remain payable.

11. Continuing Protection Period

Commission shall remain payable where:

- (a) a tenancy is entered into within six (6) months following termination of this Agreement with a Tenant introduced by YES PROPERTIES; or
- (b) a tenancy is entered into within six (6) months following termination with a Tenant with whom YES PROPERTIES negotiated.

Where no other agent has been instructed, YES PROPERTIES' entitlement may continue for a maximum period of two (2) years from termination.

12. Dual Fee Liability

The Landlord acknowledges that dual fee liability may arise where: another agent remains entitled to commission; overlapping instructions exist; another agent introduces the same Tenant; previous agency agreements remain effective. The Landlord accepts responsibility for any dual fee liability arising from overlapping instructions.

13. Landlord Warranties

The Landlord warrants that:

- (a) all information supplied to YES PROPERTIES is accurate and complete;
- (b) no information supplied is misleading;
- (c) all Material Information has been disclosed;
- (d) the Property complies with all applicable legal requirements;
- (e) all required permissions and consents have been obtained.

The Landlord shall immediately notify YES PROPERTIES of any change affecting the Property or information previously supplied.

14. Material Information

The Landlord acknowledges an ongoing obligation to disclose all Material Information relating to the Property.

This includes but is not limited to: Tenure restrictions, Planning restrictions, HMO status, Licensing requirements, Flood risk, Japanese Knotweed, Cladding issues, Structural defects, Building safety matters, Service charge restrictions, Restrictions on occupation, Enforcement notices, Neighbour disputes. The Landlord shall immediately notify YES PROPERTIES of any change affecting such information.

15. Anti-Money Laundering and Sanctions

YES PROPERTIES is subject to Anti-Money Laundering legislation and may undertake: Identity verification, Ownership verification, Source of Funds checks, Source of Wealth checks, Beneficial ownership verification, Sanctions screening, Politically Exposed Person (PEP) screening

The Landlord agrees to provide any information reasonably requested.

YES PROPERTIES may refuse to act, suspend services or terminate this Agreement where required by law or where satisfactory verification cannot be obtained.

16. Non-Resident Landlords

Where the Landlord resides outside the United Kingdom or is absent from the United Kingdom for more than six months, the provisions of HMRC's Non-Resident Landlord Scheme may apply. The Landlord agrees to provide all information and documentation required to enable YES PROPERTIES to comply with HMRC requirements. Any fees associated with operating the scheme shall be payable by the Landlord.

17. Consumer Cancellation Rights

Where this Agreement is entered into away from YES PROPERTIES' business premises or by distance communication, the Landlord may have a statutory right to cancel within fourteen (14) calendar days. A separate Notice of Right to Cancel and Cancellation Form, form part of this Agreement.

18. Electronic Signatures

This Agreement may be executed electronically.

Electronic signatures shall have the same legal effect as original handwritten signatures.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising from this Agreement.

PART 2 – MARKETING, TENANCY ADMINISTRATION, PROPERTY MANAGEMENT AND COMPLIANCE

20. Marketing of the Property

The Landlord authorises YES PROPERTIES to market the Property using such methods as YES PROPERTIES reasonably considers appropriate.

Marketing may include: Property portals, YES PROPERTIES website, social media platforms, Window displays, Printed advertising, Email marketing, SMS marketing, Property magazines, Local and national advertising, Associated agent networks YES PROPERTIES shall have sole discretion regarding the presentation, timing and content of marketing materials.

21. Photography, Floorplans and Virtual Tours

The Landlord authorises YES PROPERTIES, its employees, contractors and agents to enter the Property for the purpose of preparing: Photographs, Floorplans, Videos, Virtual, Tours, Drone photography (where lawful), Marketing particulars. The copyright in all photographs, floorplans, videos and marketing materials shall remain vested in YES PROPERTIES.

The Landlord grants YES PROPERTIES a perpetual, royalty-free licence to use such materials for marketing and promotional purposes.

22. Viewings

YES PROPERTIES may arrange and conduct viewings with prospective tenants. The Landlord shall provide all reasonable access required to facilitate marketing. YES PROPERTIES shall not be liable for loss or damage arising from viewings unless caused by negligence or wilful misconduct.

23. Tenant Referencing

YES PROPERTIES may undertake referencing procedures including:

Credit checks, Employment verification, Affordability assessments, Previous landlord references, Right to Rent checks, Identity verification. The Landlord acknowledges that referencing does not guarantee future tenant performance. YES PROPERTIES accepts no liability for a tenant's future conduct, financial circumstances or ability to pay rent. The final decision to accept or reject a tenant remains with the Landlord unless otherwise agreed.

24. Right to Rent

YES PROPERTIES may undertake Right to Rent checks where legally required. The Landlord acknowledges that legal responsibility for Right to Rent compliance ultimately remains with the Landlord unless YES PROPERTIES has expressly agreed in writing to assume responsibility.

25. Tenancy Agreements

YES PROPERTIES may prepare or arrange tenancy documentation on behalf of the Landlord. The tenancy agreement used may be amended from time to time to reflect: Changes in legislation, Case law, Industry guidance, Propertymark recommendations, Renters' Rights legislation. The Landlord authorises YES PROPERTIES to make reasonable amendments necessary for legal compliance.

26. Rent Collection Service

Where Rent Collection or Fully Managed Services have been selected: (a) rent shall be collected by YES PROPERTIES on behalf of the Landlord; (b) rent shall normally be remitted to the Landlord after deduction of fees, commissions, expenses and authorised payments; (c) YES PROPERTIES may retain sufficient funds to cover known liabilities. YES PROPERTIES shall not be liable for tenant default.

27. Arrears Management

Where rent arrears arise, YES PROPERTIES may: Contact the tenant, Issue reminders, Negotiate repayment plans, Recommend legal action. Unless otherwise agreed, legal proceedings shall only be commenced upon the Landlord's written authority. Any legal costs shall be payable by the Landlord.

28. Tenancy Deposit Protection

Where a tenancy deposit is collected, YES PROPERTIES may register the deposit within an approved Tenancy Deposit Scheme. The Landlord authorises YES PROPERTIES to: Protect deposits, serve prescribed information, negotiate deposit deductions, Participate in dispute resolution. The Landlord acknowledges that final decisions regarding disputed deposits may be determined by the relevant deposit scheme adjudicator.

29. Inventories and Schedules of Condition

YES PROPERTIES strongly recommends that an independent inventory and schedule of condition be prepared before occupation. Where an inventory is not commissioned, YES PROPERTIES shall not be responsible for any difficulties encountered in establishing dilapidations, damage or deposit deductions. Inventory fees shall be payable by the Landlord.

30. Check-In and Check-Out

YES PROPERTIES may arrange: Tenant check-in appointments, Key handover, Meter readings, Check-out inspections. Any fees associated with these services shall be payable in accordance with the Fee Schedule.

31. Property Inspections

Under the Fully Managed Service, YES PROPERTIES may undertake periodic inspections. Inspection frequency shall be determined at YES PROPERTIES' discretion. Inspection reports are intended as general observations only and do not constitute: Structural surveys, Building surveys, Valuations, Specialist reports. The Landlord remains responsible for the overall condition of the Property.

32. Repairs and Maintenance

Under the Fully Managed Service, YES PROPERTIES may arrange repairs and maintenance on behalf of the Landlord. The Landlord authorises YES PROPERTIES to instruct contractors, where reasonably necessary. The Landlord shall reimburse all costs incurred. YES PROPERTIES shall not be liable for workmanship, materials or contractor performance. Any claim relating to defective work shall be pursued directly against the contractor.

33. Emergency Repairs

The Landlord authorises YES PROPERTIES to arrange emergency repairs without prior approval where: Immediate action is required; There is risk to health or safety; There is risk of damage to the Property; Legal obligations require immediate action. YES PROPERTIES may authorise expenditure up to: £500 including VAT without prior approval from the Landlord. Any expenditure above this amount shall normally require prior authorisation where reasonably practicable.

34. Contractor Payments

YES PROPERTIES may pay contractor invoices from rent monies held on behalf of the Landlord. Where insufficient funds are available, the Landlord shall reimburse YES PROPERTIES immediately upon demand.

35. Utilities and Council Tax

Unless expressly agreed otherwise: Utilities remain the tenant's responsibility during occupation; Council Tax remains the tenant's responsibility where legally applicable. YES PROPERTIES may notify utility providers and local authorities of occupancy changes. YES PROPERTIES accepts no liability for utility accounts, council tax liabilities or disputes relating thereto.

36. Keys

Where keys are provided: (a) keys shall be securely held; (b) YES PROPERTIES may provide keys to authorised contractors, inventory clerks, inspectors and prospective tenants, where reasonably necessary. Liability for lost keys shall be limited to the reasonable cost of replacement keys and locks.

37. Energy Performance Certificates (EPC)

The Landlord warrants that the Property complies with all applicable EPC requirements. Where instructed, YES PROPERTIES may arrange an EPC on behalf of the Landlord. The cost shall be payable by the Landlord.

38. Gas Safety

The Landlord acknowledges responsibility for compliance with Gas Safety legislation. A valid Gas Safety Certificate must be maintained throughout the tenancy. YES PROPERTIES may arrange inspections and certification where instructed. All associated costs shall be payable by the Landlord.

39. Electrical Safety

The Landlord acknowledges responsibility for compliance with Electrical Safety legislation. Where required by law, a valid Electrical Installation Condition Report (EICR) shall be maintained. YES PROPERTIES may arrange inspections and certification where instructed. All associated costs shall be payable by the Landlord.

40. Smoke and Carbon Monoxide Alarms

The Landlord shall ensure compliance with all statutory requirements relating to: Smoke alarms, Carbon monoxide alarms. YES PROPERTIES may arrange installation or testing where instructed.

41. Legionella Risk Assessment

The Landlord acknowledges responsibility for assessing and managing Legionella risks.

YES PROPERTIES may arrange assessments where instructed.

Any associated costs shall be payable by the Landlord.

42. Furniture and Furnishings

The Landlord warrants that all furniture, furnishings and equipment provided comply with applicable legislation including the Furniture and Furnishings (Fire Safety) Regulations. The Landlord shall indemnify YES PROPERTIES against any breach of such obligations.

43. Licensing and HMO Requirements

The Landlord warrants that all licensing requirements have been or will be satisfied. This includes: Mandatory HMO Licensing, Additional Licensing, Selective Licensing, Planning Requirements, Article 4 Directions. YES PROPERTIES may assist with licence applications where instructed. Any associated fees shall be payable by the Landlord.

44. Insurance

The Landlord shall maintain adequate insurance throughout the tenancy including: Buildings Insurance, Public Liability Insurance, Landlord Insurance (where appropriate). The Landlord acknowledges that YES PROPERTIES does not provide insurance advice unless specifically instructed.

45. Compliance with Future Legislation

The Landlord acknowledges that lettings legislation may change during the term of this Agreement. YES PROPERTIES may amend procedures, documentation and compliance requirements where reasonably necessary to comply with changes in legislation, regulations or industry guidance, including future Renters' Rights legislation.

RESIDENTIAL LETTINGS AGENCY AGREEMENT

PART 3 – FEES, TERMINATION, COMPLIANCE, LIABILITY AND LEGAL PROVISIONS

46. Fees and Charges

The Landlord shall pay all fees and charges in accordance with the Fee Schedule and Landlord Instruction Form. All fees are exclusive of VAT unless expressly stated otherwise. VAT shall be charged at the prevailing rate. YES PROPERTIES reserves the right to amend its Fee Schedule upon providing not less than thirty (30) days' written notice. Any amendment shall not affect fees already earned or accrued.

47. Initial Letting Commission

Commission becomes payable where a Tenant introduced by YES PROPERTIES enters into occupation of the Property. Commission shall be calculated using the agreed percentage applied to the total rent payable during the initial fixed term of the Tenancy. Commission shall become due upon commencement of the Tenancy unless otherwise agreed in writing.

48. Renewal Commission and Tenancy Continuation Where YES PROPERTIES has introduced a Tenant and the Landlord subsequently renews, extends or replaces the tenancy with that Tenant, the following shall apply: Let Only Service a Renewal Administration Fee of £150 plus VAT shall only be payable where YES PROPERTIES is instructed to prepare renewal documentation. No fee shall be payable where the tenancy automatically continues as a statutory periodic tenancy and no renewal documentation is prepared. Rent Collection Service. No separate renewal fee shall be payable whilst YES PROPERTIES continues to provide the Rent Collection Service. Fully Managed Service. No separate renewal fee shall be payable whilst YES PROPERTIES continues to provide the Fully Managed Service.

49. Sale to a Tenant

Where a Tenant introduced by YES PROPERTIES purchases the Property during the tenancy or within twenty-four (24) months following termination of the tenancy, YES PROPERTIES shall be entitled to a sales commission equivalent to the prevailing residential sales fee applicable at the time of sale unless otherwise agreed in writing.

50. Additional Services

The following services may be provided at additional cost: EPC, Gas Safety Certificate, EICR, Portable Appliance Testing, Legionella Assessment, HMO Licensing Assistance, Selective Licensing Assistance, Inventories, Check-In Services, Check-Out Services, Court Attendance, Deposit Dispute Administration, Insurance Claims Assistance Fees shall be charged in accordance with the Fee Schedule.

51. Client Money

YES PROPERTIES shall hold client monies in accordance with: Propertymark Conduct and Membership Rules; Client Money Protection requirements; Applicable legislation and regulations. Client monies may be held in designated client accounts separate from YES PROPERTIES' own business funds. Interest earned on client monies shall be retained by YES PROPERTIES to offset banking and administration costs unless otherwise required by law.

52. Non-Resident Landlords

Where the HMRC Non-Resident Landlord Scheme applies: (a) YES PROPERTIES may deduct tax where required; (b) the Landlord shall provide all information reasonably requested; (c) YES PROPERTIES shall not be liable for any tax liability arising from incorrect or incomplete information supplied by the Landlord.

53. Landlord Indemnity

The Landlord shall indemnify and keep indemnified YES PROPERTIES against any loss, claim, liability, penalty, fine, damages, costs or expenses arising from: (a) inaccurate information supplied by the Landlord; (b) breach of this Agreement by the Landlord; (c) failure to obtain required consents; (d) breach of landlord obligations; (e) failure to comply with statutory requirements; (f) injury, loss or damage arising from the condition of the Property.

54. Limitation of Liability

Nothing in this Agreement shall exclude liability for: Death or personal injury caused by negligence; Fraud or fraudulent misrepresentation; Any liability which cannot lawfully be excluded. Subject to the above, YES PROPERTIES shall not be liable for: Indirect loss; Consequential loss; Loss of profit; Loss of rent; Loss arising from tenant default; Contractor negligence; Utility failures; **Delays** caused by third parties. The aggregate liability of YES PROPERTIES shall not exceed the total fees paid by the Landlord during the twelve (12) months preceding the event giving rise to the claim.

55. Anti-Money Laundering and Financial Crime

YES PROPERTIES may undertake: Identity Verification, Ownership Verification, Source of Funds Checks, Source of Wealth Checks, Beneficial Ownership Checks, Sanctions Screening, Politically Exposed Person (PEP) Screening. YES PROPERTIES may suspend services or terminate this Agreement where required by law. The Landlord agrees to provide all information reasonably requested.

56. Property Redress Scheme

YES PROPERTIES is a member of the Property Redress Scheme (PRS). If the Landlord remains dissatisfied after exhausting YES PROPERTIES' internal complaints procedure, the complaint may be referred to PRS in accordance with its rules.

57. Client Money Protection

YES PROPERTIES maintains Client Money Protection (CMP) membership. Details of current membership are available upon request.

58. Propertymark Membership

YES PROPERTIES maintains membership of Propertymark and agrees to comply with relevant codes of practice and professional standards. Membership details are available upon request.

59. Complaints Procedure

Any complaint should initially be made in writing to YES PROPERTIES. YES PROPERTIES shall: acknowledge complaints within three (3) working days; investigate the complaint; provide a final written response within fifteen (15) working days wherever reasonably possible. Where the complainant remains dissatisfied, the matter may be referred to PRS.

60. Data Protection and Privacy

YES PROPERTIES shall process personal data in accordance with: UK GDPR; Data Protection Act 2018; Privacy and Electronic Communications Regulations; Any successor legislation. Personal data may be shared with: Referencing providers; Deposit schemes; Utility providers; Government agencies; Contractors; Professional advisers; Regulatory authorities; where reasonably necessary for the provision of services or compliance with legal obligations. Full details are contained within the YES PROPERTIES Privacy Notice.

61. Referral Fees

YES PROPERTIES may receive referral fees from: Mortgage brokers; , Insurance providers; Conveyancers; Utility providers; Contractors; Referencing companies; Inventory providers. Details of any referral arrangement shall be disclosed before the Landlord enters into any agreement with the referred provider. The Landlord is under no obligation to use any recommended service provider.

62. Termination

Either party may terminate this Agreement by providing written notice in accordance with the minimum term and notice provisions specified in the Landlord Instruction Form. Termination shall not affect: accrued fees; renewal commission; continuing commission rights; indemnities; outstanding liabilities.

RESIDENTIAL LETTINGS AGENCY AGREEMENT

63. Consumer Cancellation Rights

Where this Agreement is entered into: away from YES PROPERTIES' business premises; or by distance means; the Landlord may have the right to cancel within fourteen (14) calendar days. A separate Notice of Right to Cancel and Cancellation Form shall form part of this Agreement. Where the Landlord requests services to commence during the cancellation period, YES PROPERTIES may be entitled to reasonable costs and fees incurred prior to cancellation.

64. Early Termination of Management Service

Where the Landlord terminates the Rent Collection or Fully Managed Service during a tenancy, YES PROPERTIES shall remain entitled to: all fees accrued up to the termination date; any renewal fees already earned; any outstanding administration fees. The tenancy may continue after termination of management without further management commission becoming payable.

65. Notices

Any notice required under this Agreement shall be in writing. Notice shall be deemed served: when delivered by hand; two working days after posting by first-class post; immediately upon successful transmission by email.

66. Electronic Signatures

This Agreement may be executed electronically. Electronic signatures shall have the same legal effect as handwritten signatures.

67. Force Majeure

YES PROPERTIES shall not be liable for any delay or failure to perform obligations arising from circumstances beyond its reasonable control including: flood; fire; severe weather; war; terrorism; civil disturbance; pandemic; utility failure; cyber attack; government restrictions.

68. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

69. Entire Agreement

This Agreement, together with: Landlord Instruction Form; Fee Schedule; Notice of Right to Cancel; Cancellation Form; Privacy Notice; constitutes the entire agreement between the parties and supersedes all previous agreements and understandings.

67. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or connected with this Agreement.

71. Execution

By signing the Landlord Instruction Form, the Landlord confirms that: (a) they have read and understood this Agreement; (b) they agree to be bound by its terms; (c) they have received the Notice of Right to Cancel; (d) they have authority to enter into this Agreement; (e) all information supplied to YES PROPERTIES is true, accurate and complete to the best of their knowledge and belief.

FEE SCHEDULE

Residential Lettings Fee Schedule

Let Only Service (One-off, Upfront fee)

_____ % inclusive of VAT OR Fixed Fee agreed at £ _____

Includes: Valuation, Marketing, Photography, Floorplans, Viewings, Referencing, Right to Rent Checks, Tenancy Agreement, Move-In Administration compliant with legislation & Check-in only.

***Additional:** ☐ Include Inventory Report at Check-in.

☐ Include Deposit Protection

*(Additional charge applies, see Additional Service)

Rent Collection Service

_____ % inclusive of VAT OR Fixed Fee agreed at £ _____

Includes: Let Only Service, Rent Collection, Monthly Statements, Arrears Chasing.

***Additional:** ☐ Include Inventory Report at Check-in.

☐ Include Deposit Protection

*(Additional charge applies, see Additional Service)

Full Management Service (Existing Tenant)

_____ % inclusive of VAT OR Fixed Fee agreed at £ _____

Includes: Rent Collection Service, Inspections, Repairs Coordination, Contractor Management, Compliance Monitoring, Tenant Liaison, Legionella Risk Assessment, Inventory at Check-out only and Deposit dispute administration included in this service.

Let & Management Service (New Tenant)

Upfront _____ % inclusive of VAT OR Fixed Fee agreed at £ _____ **one-off Tenant Introduction fee.**

PLUS

Monthly _____ % inclusive of VAT Management fee OR Fixed Fee agreed at

£ _____ per calendar month paid in advance.

Includes: Rent Collection Service, Inspections, Repairs Coordination, Contractor Management, Compliance Monitoring, Tenant Liaison, Legionella Risk Assessment, Inventory at Check-in & Inventory at Check-out only and Deposit dispute administration included in this service.

*** For Additional Service prices please refer to Appendix 1 (Page 9)**

NOTICE OF RIGHT TO CANCEL

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

You have the right to cancel this Agreement within fourteen (14) calendar days without giving any reason. The cancellation period will expire fourteen (14) days after the date on which the Agreement is signed. To exercise your right to cancel, you must notify YES PROPERTIES® of your decision to cancel by a clear written statement.

Notification may be sent by:

Post:

YES PROPERTIES
15 Morden Court Parade,
London Road, Morden,
SM4 5HJ

Email: info@yesproperties.co.uk

You may use the Cancellation Form below, although you are not obliged to do so.

If you requested YES PROPERTIES® to commence marketing services during the cancellation period, you may be required to pay reasonable costs incurred up to the date of cancellation, where permitted by law.

Where a purchaser has been introduced during the cancellation period and Commission entitlement has arisen under the Agreement, YES PROPERTIES® reserves the right to recover Commission in accordance with the terms of the Agreement and applicable law.

CANCELLATION FORM

To:

YES PROPERTIES
15 Morden Court Parade,
London Road, Morden,
SM4 5HJ

Email: info@yesproperties.co.uk

I/We hereby give notice that I/We wish to cancel the Residential Lettings Agency Agreement relating to the Property detailed below.

Property Address:

Postcode:

Landlord Name(s):

Date Agreement Signed:

Signature(s):

Date:

MANAGEMENT SERVICE SCHEDULE

YES PROPERTIES

Managed Service Schedule

Where the Fully Managed Service has been selected, YES PROPERTIES® may provide the following services:

Tenant Management

- Tenant liaison
- General tenancy support
- Tenant enquiries

Rent Administration

- Rent collection
- Arrear's monitoring
- Rent statements

Property Management

- Periodic inspections
- Maintenance coordination
- Contractor instruction
- Repair quotations
- Emergency repair arrangements
- Inventory at Check-out
- Dilapidation's report

Compliance Monitoring

- EPC monitoring
- Gas Safety monitoring
- EICR monitoring
- Smoke Alarm compliance
- Carbon Monoxide Alarm compliance
- Licensing reminders
- Deposit Protection Schemes

Tenancy Administration

- Deposit administration
- Tenancy renewals
- Statutory notices
- End of tenancy administration

Exclusions

Unless specifically agreed, the Fully Managed Service does not include:

- Structural surveys
- Legal advice
- Tax advice
- Court proceedings
- Insurance claims handling
- Planning advice
- Building regulation advice
- Project management of major works

Emergency Repairs Authority

YES PROPERTIES® may authorise emergency expenditure up to:

£500 including VAT without prior landlord approval where immediate action is required to:

- Protect occupants
- Prevent damage
- Comply with legal obligations

APPENDIX 1

Additional Services

Service	Fee (inclusive of VAT)
Deposit Protection Scheme & Prescribed Info.	£20
Carbon Monoxide Alarm Installation	£100 + £30 per alarm
EPC	£90
Gas Safety Certificate with Boiler Service	£220
Electrical Certificate EICR (FLAT)	£200
Electrical Certificate EICR (HOUSE)	£250
Fire Risk Assessment	£200
Mould & Damp Report	£360
Portable Appliance Test PAT	£100
Check-In / Check-Out	£100
HMO Licence Application	£295
Anti-Money Laundering & Identification Check	£30
Inventory at Check-In/out Studio	£50 each
Inventory at Check-In/out 1 Bed	£100 each
Inventory at Check-In/out 2 Bed	£150 each
Inventory at Check-In/out 3 Bed	£200 each
Inventory at Check-In/out 4 Bed	£250 each
Inventory at Check-In/out 5+ Bed	£300 each
Court Attendance	£400
Deposit Dispute Administration	£95
Property Suitability & Occupancy Report	£120
Locksmith Call Out	£120
Legionella Risk Assessment	£80
Section 8 Notice to Quit	£150
Section 13 Notice of Rent Increase	£30
Legal and Rent Protection Service	PAO

START WITH YES



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0208 191 3717
info@yesproperties.co.uk
www.yesproperties.co.uk

Yes Properties is a trading name of Yes Online Properties Ltd, registered in England & Wales. Company No. 16702742

