



AGENCY AGREEMENT

Between 3Keys Limited company registration number 06841492 6 of Town End Doncaster DN5 9AG

and

Landlord's name/s (all joint landlords):

.....
.....

Landlord's address: (current address and new address if applicable)

.....
.....
.....Postcode

Tel: Mobile

e-mail Fax:

Address of property to let:

.....
.....Postcode.....

The following conditions form part of the agreement between 3Keys Limited and the Landlord specified above. They are, reliant upon the information given to the Agent by the Landlord:

Definitions:

- ◆ The "Landlord", "you", or "your" means the person or persons named below as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means 3Keys Limited
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the property noted above as the address of the property to be let including all outbuildings, grounds fences boundaries etc.



1. Service levels

1.1 Our Let Only Service

- ◆ The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- ◆ The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- ◆ The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- ◆ The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective tenant is found who is interested in the Property, they will be asked to complete an application form giving information about themselves.
- ◆ The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- ◆ The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will be responsible for any further work needed under the Immigration Act.
- ◆ On receipt of references the Agent will set up the necessary paperwork to let the property on an appropriate tenancy.
- ◆ The Agent does not and cannot offer any warranty as to the suitability of prospective tenants. The Agent will not be held liable for any of the tenants actions or failure to adhere to tenancy terms.
- ◆ The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- ◆ The Agent will sign up the Tenant and collect any money due, giving the Tenant copies of appropriate paperwork.
- ◆ If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will need to have a custodial scheme account of your own or you will have to purchase protection with an insured scheme. The responsibility of protecting the tenants' deposit is yours and there are penalties for non-compliance. We will not, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy.
- ◆ For Let Only Service landlords, the Agent will then send the Landlord the funds, less expenses, and the paperwork. This element does not apply to the following levels of service.

1.2 Full Management Service

- ◆ The Agent will use its best endeavours at all times to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- ◆ The Agent will endeavour to process on to the landlord all rents within 5-7 days of receipt of cleared funds.
- ◆ If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved.
- ◆ The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- ◆ The Agent will make periodic visits (where access can be agreed with the tenant) to the property and send a report to the Landlord but such visits and reports can only be regarded as general oversight of the property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day to day matters arising.



- ◆ The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.

1.3 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property. Furthermore, the Landlord will particularly inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord agrees to indemnify the Agent for (refund to the Agent) all reasonable costs incurred in connection with the management of the Property including the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

2. The Landlord agrees and confirms:

- 2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as agent for the Landlord on the Property.
- 2.3 That the Landlord will compensate and reimburse the Agent for all costs and expenses, claims and liabilities incurred or imposed upon the Agent under this agreement.
- 2.4 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.5 That the Property will be clean prior to letting and any garden is neat and tidy for the season.
- 2.6 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the Property.
- 2.7 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.8 That if the Property is leasehold the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.
- 2.9 That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.10 That the property will be supplied with a minimum of one working smoke alarm per floor and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, sub standard repair or any other default by a contractor engaged by the Agent.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.



- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.

4. Financial matters:

- 4.1 The Landlord will indemnify the Agent (not hold the Agent liable) for any claim, damage or liability suffered by the Agent as a result of acting on the Landlord's behalf unless this arises through the Agent's negligence or breach of contract.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy agreement, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf. Details of such income received by the agent can be provided to the landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.
- 4.8 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.
- 4.11 If the Agent takes a holding fee on the Property from a prospective tenant, if the prospective tenant should default, these funds will be used to reimburse the Agent's costs and expenses.
- 4.12 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
 - 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
 - 4.12.2 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
 - 4.12.3 The Agent will try and assist in resolving any dispute.

5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B below.
 - 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses.
 - 5.1.2 If a ready willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.



- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving reasonable notice to allow for the orderly handover of the property, usually 1 months' written notice.
- 5.2.1 Please note the Agent will need to be satisfied the deposit will be properly re-protected after being handed over.
- 5.2.2 In the event of cancellation during a tenancy the minimum fee that would be payable is the Let Only fee plus other costs incurred, including a reasonable fee for the time management has been provided.
- 5.3 If the Agent wishes to end this agreement at any stage the Agent will write to the Landlord giving reasonable a notice to allow the Landlord to appoint another agent, usually 1 months' written notice.
- 5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

- 6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one month's notice will be provided.

7. Data Protection

- 7.1 The Agent is required to be registered for the purposes of the Data Protection Act.
- 7.2 The Landlord gives consent to their personal data being given to tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the property and to comply with legal duties.



If you wish to instruct us we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

Let Only Full Management Service

Yes No

1. The Landlord will be responsible for notifying the insurer of the property that the Property is to be let.

2. The Landlord is the legal owners of the Property, or is authorised to let the Property on behalf of the owners.

3. The Landlord will immediately inform the Agent if the Landlord instructs another firm to let the Property and/or if the Landlord finds other prospective tenants to rent the property.

4. The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent.

5. The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non compliant furniture has been removed from all parts of the Property

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel. Please initial to indicate agreement.)

My bank details are initial and ongoing payments are:-

Account Holder's Name: Bank:

Account Number: Sort Code:

Signed Landlord/or for and on behalf of all owners of the Property

Dated

Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Agent Signed



APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Section 1 of this agreement.

(b) The trading name of the company is 3Keys Property

(c) The company can be contacted at:

Address: 6 Town End, Doncaster, DN5 9AG

Telephone number: 01302 867888

Email address: enquiries@3keysproperty.co.uk

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (i) See attached "Scale of Charges"

(k) See attached "Complaints Procedure"

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service all available via contact details listed in (c) above.

(r) We are member of The Property Redress Scheme.

(s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.



APPENDIX B

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, 3Keys Property, 6 Town End, Doncaster, DN5 9AG 01302 867888 enquiries@3keysproperty.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation Form

To 3Keys Property, 6 Town End, Doncaster, DN5 9AG 01302 867888 enquiries@3keysproperty.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] ~~contract of sale of the following goods~~ [*]/for the supply of the following service [*],

Ordered on[*]/~~received on~~[-*],

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.



2 Consent to use personal information

- 2.1 When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

3 Our duty to provide correct and complete information

- 3.1 When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
- 3.2 If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

4 Where you instruct us that you do not want us to protect an AST deposit

- 4.1 If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. By law you must register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you.



Scale of Charges

On securing a tenant who enters into a contract to rent at your property, our fees shall be as follows:

	Let Only	Let & Manage
Initial Fee	£295.00	£225.00
Rental PCM		
Up to £400	-	£40
£400 - £549	-	£45
£550 - £649	-	£50
£650 or over	-	£55

Any specific advertising requested in newspapers, journals, periodicals etc will be charged to you, but otherwise advertising (including on all the main property portals) is included within our fees.

Fees will be deducted from the first months' advance rental collected from the tenant once the tenancy begins.

RE-LET

On a change of occupants (re-letting of the property) the above fees will apply, however the initial introductory fee will be reduced to £200.00.

RENEWAL

Where a tenant remains in occupation and a new tenancy agreement is drawn up, there shall be a fee of £65.00.

PLEASE BE AWARE ALL FEES LISTED ARE PLUS VAT.

The agent reserves the right to increase fees by giving to the Landlord a minimum of one month's written notice during the term of a tenancy, or prior to the re-letting of a property on a change of tenant without a statutory prior notice period.



MISCELLANEOUS COSTS

These are expenses incurred by 3Keys on your behalf if you require these items to be arranged:

Gas Safety Certificate

£60.00 (no vat)

Please tick if you would like us to arrange a Gas Safety Certificate

Energy Performance Certificate

£70.00 (no vat)

Please tick if you would like us to arrange an Energy Performance Certificate

Inventory

£75.00 for 2 bedroom properties

£95.00 for 3 bedroom properties

£115.00 for 4 bedroom+ properties

Please tick if you would like us to arrange an Inventory

The fee chargeable is dependent upon size and content. (no vat)

Withdrawing the property (prior to a let taking place)

If the property is withdrawn for any reason prior to a let taking place, the Landlord will incur advertising charges of £15.00 per week for each week the property is advertised, up to a maximum of £90.00 per property.

Additional Services

Our charge for any other service over and above those outlined herein or in the Levels of Service documents in £25.00 + vat per hour as standard.

Sale of Property

In the event of a tenant or prospective tenant introduced by the Agent completing the purchase of the property at any time, a flat fee of £500.00 + VAT will be payable by the Owner to the Agent on completion.