

## LANDLORD'S AGENCY AGREEMENT

Between Kerrigans Property Ltd 23 Windsor Road, Doncaster, DN2 5BS trading as Kerrigans Property Sales and Lettings. Company Registration Number 09526153.

Property Address(s)			
Owner(s)			
Owner Address			
Telephone 1		Email 1	
Telephone 2		Email 2	

Minimum Rent		Maximum Rent	
Proposed Rent		Platinum Rent	

Agency Type	Bronze	Silver	Gold	Platinum
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Date available for viewings	
Date available for occupation	
To Let Board	Yes / No

<b>Tenant Preference:</b>	
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I/we agree to instruct Kerrigans as sole agent for marketing the property for a period of 13 weeks.

I/we confirm that I/we are the sole/joint owners of the property to be let.

### Signatures

This Agreement Kerrigans V26.3 will constitute a binding legal contract. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing. 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.

Landlord 1	
Landlord 2	

The Agent Verifies that he has checked the Original Money Laundering Documents and that any associated photograph or signature evidence is of good likeness

Agent	
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### Money Laundering Identification Verification (For office Use Only)

Name	Evidence	Reference
Client 1	Type	Acc No.
Client 1	Type	Acc No.
Client 2	Type	Acc No.
Client 2	Type	Acc No.

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.)

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 Kerrigans Property Ltd  
 23 Windsor Rd  
 Doncaster DN2 5BS  
 01302 76 92 76  
 hello@kerrigans.co.uk  
 kerrigans.co.uk



## Landlord Rental Fees & Scale of Charges

Agency Type	Bronze	Silver	Gold	Platinum
	Let Only	Let & Rent Collection	Let & Full Management	Tenancy with Kerrigans
Set Up Fee	132% (110%+VAT) of a months' rent (Minimum Charge £800)	90% (75%+VAT) of a months' rent	90% (75%+VAT) of a months' rent	N.A.
Management Package Rent Under £1499	N.A.	12% (10%+VAT)	15% (12.5%+VAT)	N.A.
£1500-£2499	N.A.	11.4% (9.5%+VAT)	13.2% (11%+VAT)	
£2500-£4999	N.A.	10.8% (9%+VAT)	12% (10%+VAT)	
£5000+	N.A.	9.6% (8%+VAT)	10.8% (9%+VAT)	
Advice on property presentation				
Prepare Marketing Literature				
Erect "To Let" Board				
Advertise property on website and portals				
Accompanied Viewings				
Interview all prospective tenants				
"Right to Rent" Checks				
References of major income earner including credit checks, landlord and employer				
Arrange Gas & Electric Checks, Energy Performance Certificate & Legionella Risk Assessment				
Liaise with Building Society or Bank				
Offer a quote of Buildings & Contents Insurance				
Tenancy Agreement preparation				
Change Utilities into tenant's name	Landlord to arrange			
Initial Inspection	£90 if required			
Video Inventory	£90 if required			
Written Inventory	£200 if required	£120	£120	
Rent Collection	N.A.			
Rental Warranty (First 6 Months)	N.A.			
Rental Warranty (Renewal)	N.A.	3.6% of annual rent amount		
Account to Landlord Monthly	N.A.			
Preparation of Legal letters & or Statutory Notices	Between £75- £120 if required			
Periodic Inspection(s)	£120 if required			
Arrange Repairs up to £200	Landlord to arrange or £72 per instance	Landlord to arrange or £40 per instance		
Review Rent at 12 months	£200 if required			
Tribunal Case Paperwork	£150 per hour if required			
Tribunal Attendance Fee	£150 per hour if required			
Withdrawal of Management First 12 Months	N.A.	Full Fee Payable (See 1.3)		N.A.
Withdrawal of Management After 12 Months	N.A.	75% of one month's rent (See 1.3)		N.A.
Final Inspection	£150 if required			
Income between tenancies	N.A.	N.A.	N.A.	
Void Property Management	N.A.	3%	3%	
Arranging works between tenancies	Cost +	Cost +	Cost +	Cost +
Withdrawal Fee whilst marketing "To Let."	£300 + Disbursements			
Combined marketing "For Sale" & "To Let"	£120 + All Disbursements involved in which, ever marketing package was unsuccessful assuming we take the other to completion.			
Valuations and assistance with purchasing other properties	15% of any negotiated reduction in the asking price. If purchase falls though, we reserve the right to charge for our time at £3.00 per minute + VAT.			
Project Management Services (Large jobs)	15% (12.5%+VAT) of all estimates or invoices.			
<b>VAT is included in all our Fees</b>				

The following conditions form part of the agreement between Kerrigans Property Ltd and the Landlord specified above. They are, in conjunction with the Agent's information, the level of service required and selected by the Landlord and are reliant upon the information given to the Agent by the Landlord:

Definitions and interpretation:

- ◆ The "Landlord", "you", or "your" means the person or persons named above as Landlord 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 Kerrigans Property Ltd
- ◆ 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.
- ◆ The headings in this agreement are for assistance in reading it only and do not form part of the agreement.

If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

In the following paragraphs, the level of service stated only includes the items in the list. No other service is included within that level of service. Please discuss with us if you need any additional services, which may involve a charge.

The following are applicable to all tenancies regardless of which deposit scheme is used.

## **1. Service levels**

### **1.1 All levels of service**

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will 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 will not hold the Agent liable, and will refund any losses to the Agent, for 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.
- ◆ If the Agent feels it will provide better service, the Agent can arrange to instruct sub-agents to assist in the marketing or management of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

### **1.2 Our Let Only Service - Bronze**

- ◆ 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.
- ◆ In order to comply with legislation, the Agent will arrange for the pre-tenancy checking, paperwork and other requirements associated with the Property. This may include, but is not limited to, the initial, but not ongoing, requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the Agent on instruction and no later than the start of the tenancy. This element is amended for the Full Management Service.

- ◆ 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 application information giving details 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 to carry out any necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 before the initial occupation is granted. The Agent will not permit the occupation of the Property by any Tenant or other relevant occupier who cannot demonstrate a valid Right to Rent. For Let Only landlords, the Landlord will be responsible for any further necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.
- ◆ On receipt of references, the Agent will set up the necessary paperwork to let the Property on an appropriate tenancy or licence.
- ◆ 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, and give the Tenant copies of the appropriate paperwork.
- ◆ The Agent will account to the Landlord after the start of the tenancy.
- ◆ If a deposit has been collected and requires protection then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not receive evidence within 10 days, we will protect the deposit in order to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy. This element is amended in our Full Management Service.
- ◆ We will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
- ◆ For Let Only Service landlords, the Agent will send the Landlord the funds, less expenses, and the paperwork once the tenancy has started. This element does not apply to the following levels of service detailed in 1.3 and 1.4.
- ◆ Additional services are available for a fee.

### **1.3 Our Letting and Rent Collection Service - Silver**

In addition to the Let Only Service provisions:

- ◆ All tenants introduced by the agent will have a rental warranty, that covers non-payment of rent for the first six months of the tenant living in the property and legal expenses to evict such a tenant. There will be an opportunity to renew this insurance cover, which will be offered to the landlord after 3 months.
- ◆ The Agent will use reasonable endeavours 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, if the landlord has opted to accept a tenant that does not have a rental warranty.
- ◆ In order to minimise our environmental impact, we will email rent statements and invoices to the email address stated on page 1 of this agreement, unless otherwise requested.
- ◆ The Agent agrees to account to and pay the Landlord any rent collected less fees or other charges due.
- ◆ If the Landlord resides or is incorporated overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting the basic rate of income tax or the equivalent sum for companies. 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 charge will apply, as per the Scale of Charges, to cover the cost of the extra work involved.

#### ◆ Withdrawal of Agent's Services

If the Landlord wishes to terminate the Agent's services while the Tenant remains in occupation of the Property, the following fees shall apply:

1. If the Landlord withdraws the Agent's services within the first 12 months of the tenancy, the full fee for the remaining "12 Month" term of the agreement shall be payable.
2. If the Landlord withdraws the Agent's services after 12 months of the tenancy, the Landlord shall pay a withdrawal fee equal to 75% of one month's rent.
3. Exception for Agent Fault No withdrawal fee shall be payable where the Landlord can demonstrate a material breach or fault by the Agent under this Agreement which reasonably justifies termination.

#### **1.4 Full Management Service - Gold**

In addition to the Letting and Rent Collection Service provisions:

- ◆ The Agent will use its reasonable endeavours to arrange minor repairs, general maintenance and replacements to the Property without consulting the Landlord up to the value of one month's rent. All costs will be borne by the Landlord. The Agent will not be responsible for damage or loss incurred to the Property, Tenant or the Landlord in the event of repairs, general maintenance or replacements not being carried out unless there has been any negligent act by the Agent.
- ◆ In addition to the responsibilities in our Let Only Service, the Agent will be responsible for the ongoing requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, portable appliance testing, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord.
- ◆ The Agent will make reasonable efforts to carry out periodic visits to the Property no less frequently than annually, subject to circumstances beyond our control, Tenant refusal etc. and send a report to the Landlord. Such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant and will only detect matters which are obvious on a cursory visual inspection. The Agent does not accept responsibility for any 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 reasonable endeavours to assist with recovering 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 timescale 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.
- ◆ Unless otherwise agreed, if a deposit has been collected and requires protection, the Agent will protect the deposit and negotiate the return of the deposit at the end of the tenancy. If a dispute is raised then the Agent will assist the Landlord in the deposit dispute process.
- ◆ Withdrawal of Agent's Services See 1.3

#### **1.5 Tenancy with Kerrigans – Platinum**

##### **Guaranteed Rent / Commercial Lease Arrangement**

- ◆ The agent will rent the property on a commercial lease from the landlord for an agreed period. The agent will sublet the property to tenants of the agent's choice. The landlord will receive a fixed amount of money every month, whether the property is vacant or let. The property will be returned to the landlord at the end of the lease in a similar condition to the start of the lease save for fair wear and tear.
- ◆ The landlord will still be responsible for all maintenance on the property.
- ◆ The agent will make sure the inside and outside of the property are in a good state of repair whilst the property is empty in minimise the periods of vacancy, the landlord pays the expenses to do the same.
- ◆ Although there is no commission to pay and the landlord will get paid for all void periods the total money received over a long-term period is likely to be less than on the full management Gold service, above.

## **2. The Landlord agrees and confirms:**

- 2.1 That the Landlord will provide evidence in the form of a land registry entry or other that the Landlord is either 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 of the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.
- 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 will be 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 from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the freeholder's consent prior to the letting.
- 2.9 That the Landlord has consent from all necessary persons, including any legal or beneficial owners to instruct the Agent and let the Property.
- 2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 By agreement with the Tenant, and subject to any statutory limitations, the Agent may agree that the tenancy agreement and relevant documentation may be signed electronically.
- 2.12 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room as specified by legislation, and, if not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense.
- 2.13 That the Landlord confirms that they are not subject to a Banning Order.
- 2.14 That the Landlord will notify the Agent, at the earliest opportunity but within seven days, if the address or residency status or any other details of the Landlord, or any joint Landlord changes.
- 2.15 That the Landlord will provide all and any material information requested that may affect a consumer's decision, before the Property can be marketed.
- 2.16 That neither the Landlord nor any joint Landlord, nor any beneficial owners of the Property, are designated or a specified person or entity under the Sanctions and Anti-Money Laundering Act 2018.
- 2.17 That the Agent is not responsible for the management of the building or communal areas of the building where it comprises of more than one property. Any agreement to manage the building and / or the communal areas would be subject to a separate agreement.

## **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, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 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 or referencing of prospective tenants, 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, otherwise than through the negligence of the Agent.
- 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.
- 3.11 The Agent will use its best endeavours to notify the Landlord whether or not the Property requires a licence under an existing or new licensing scheme under the Housing Act 2004. Where a licence is required, and a licence has not already been issued, the Landlord will apply for the licence and pay the applicable fee. The Landlord will apply for a renewal of the licence in good time, when this is needed. The Landlord will provide the Agent with a copy of the licence or confirmation from the local authority that a licence application has been received, before the new scheme is in force, before the Property is first let or before the licence is due for renewal, as appropriate. The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any fines or other penalties as a result of the Landlord's failure to make an application for, or renew, a licence and pay the fee.

#### **4. Financial matters:**

- 4.1 The Landlord will compensate and reimburse the Agent for all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent including anything awarded by a court in connection with the management of the Property under this agreement, unless the loss or liability arises through negligence or breach of contract on the part of the Agent.
- 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, 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 while acting on the Landlord's behalf in accordance with the Scale of Charges below. 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 benefits, the Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any requirement to refund benefits.
- 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 and reimburse (refund to the Agent) 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 a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the Agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 For the Let Only level of service and above, the tenancy deposit will be processed in accordance with the requirements of the deposit protection legislation.
  - 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
  - 4.12.2 If the deposit is to be held by the Agent, it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
  - 4.12.3 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.
  - 4.12.4 The Agent will try and assist in resolving any dispute.
  - 4.12.5 During a dispute, the liability to pay for cleaning, repairs etc. will remain with the Landlord. Any award made to the Landlord post-adjudication will be paid over once received.
  - 4.12.6 If the Agent holds a deposit under an insured scheme, the Agent will have to pay the deposit into the scheme once a formal dispute is raised.
  - 4.12.7 If the deposit is not required to be protected by legislation, the Agent will retain the deposit during negotiations on the refund, pending agreement or a court order.

- 4.12.8 For avoidance of doubt, the Agent will hold the deposit as stakeholder and will be entitled to retain any interest earned on the deposit.
- 4.13 The Landlord will repay any overpaid rent paid, as required by law, following the expiry of a tenancy and upon vacant possession being returned by the tenant.
- 4.14 The Agent may take any money owed to it by the Landlord from any money they hold for or on behalf of the Landlord for any of their properties.

## 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, they may cancel by completing the form found at 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. If a Tenant who is ready, willing and able to enter into a tenancy, is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the Tenant is introduced through the Agent, the minimum fee that would be payable will be the fee for the Let Only Service, 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 a minimum of one month's notice to allow for the orderly handover of the Property. Fees will be charged as per Clause 1.3 in this agreement.
  - 5.2.1 Please note that the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
  - 5.2.2 In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:
    - 5.2.2.1 The let only fee, if no management has been undertaken.
    - 5.2.2.2 The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.
    - 5.2.2.3 In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent.
- 5.4 Notices may be served by first-class post, recorded delivery, electronic communication (email), or by hand delivery. Notices to the Agent must be delivered to the Agent's office address. Notices to the Landlord must be sent to the Landlord's last known address.

For the avoidance of doubt, the Agent does not accept notice or communication via text message, WhatsApp, or any form of social media, including but not limited to Facebook, Messenger, Instagram, TikTok, YouTube, or any similar platform.

## 6. Various

- 6.1 The Agent may, from time to time, amend or update this Agreement. The most current version will always be made available on the Agent's website <https://kerrigans.co.uk/Contacts/landlordagencyterms>

The Agent will notify the Landlord whenever any change is made to this Agreement. A minimum of one month's notice will be provided before any amendment takes effect.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.
- 6.4 This agreement will continue until ended in accordance with clause 5.

## 7. Data Protection

- 7.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 7.3 The Landlord will also be a controller in respect of the Tenant's and other personal data and should pay the data protection fee, have a current registration with the ICO and process all data in accordance with the UK General Data Protection Regulations. The Landlord is responsible for paying the data protection fee and ensuring that they hold a registration with the ICO. The Landlord will be liable for any penalties for non-compliance with the Landlord's responsibilities.

## 8. Business Safeguards

- 8.1 Kerrigans Property Ltd Choose to be a member of Propertymark which is the Governing Body that oversees both the National Association of Estate Agents and the Association of Residential Letting Agents. This commits the agent to work to a higher standard of competence and regulatory requirement than the law currently demands.
- Mr Kerrigan is a Fellow Member of both organisations and holds Level 4 Qualifications in Sales and Letting. Membership Number M0038797. [Higher Professional standards | Propertymark](#)
- 8.2 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman Scheme Membership Number N00637 <https://www.tpos.co.uk/>
- 8.3 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, [https://kerrigans.co.uk/Contacts/complaints\\_procedure](https://kerrigans.co.uk/Contacts/complaints_procedure)
- 8.4 Letting agents are required to have Client Money Protection. Our provider is Propertymark CMP. Further contact information can be found on their website. Our Company Number is C0002913. A copy of our Client Money Protection Certificate is on our website [https://kerrigans.co.uk/Contacts/fees\\_redress\\_insurance](https://kerrigans.co.uk/Contacts/fees_redress_insurance)
- 8.5 A requirement of the Client Money Protection provider is to hold and maintain professional indemnity insurance. Details of our insurance are displayed in our office and on our website [https://kerrigans.co.uk/Contacts/fees\\_redress\\_insurance](https://kerrigans.co.uk/Contacts/fees_redress_insurance)
- 8.6 Kerrigans hold a Data Protection Registration Certificate ZA190813 with [Information Commissioner's Office](#)

# TENANT SCALE OF CHARGES

## Payments permitted under the Tenant Fees Act 2019 by Tenants or under a relevant Housing Act 1988 tenancy.

Rent	Payable monthly in advance (unless agreed otherwise).
Default fee for late payment of rent	Rental payments overdue by more than 14 days will be subject to interest at an annual percentage rate of 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.
Deposit	Payable before the start of the tenancy and held under a Government-approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled. The deposit will be subject to a maximum of five weeks' rent for an annual rent of up to £50,000 and a maximum of six weeks' rent for an annual rent over £50,000.
Holding deposit	Equivalent to one week's rent (as statutorily prescribed). This will be withheld if the Tenant does not have the right to rent, or any relevant person (including any guarantor(s)) withdraws from the tenancy, provides materially significant false or misleading information, or fails to sign their contract (and/or guarantor agreement) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).
Default payments	<p>If the Tenant breaches any of the requirements of the agreement, the Tenant may be liable to pay the Landlord for any losses incurred as a result of: a failure by the Tenant to make a payment by the due date to the Landlord or, a breach by the Tenant of a term of the contract, both subject to any statutorily prescribed limits.</p> <p>The losses the Landlord may claim may include, damages, costs, charges and expenses incurred as a result of the breach that the Landlord was unable to mitigate to put the Landlord back in the same position as had the Tenant not breached the agreement.</p>
Variation of agreement	£50.00 including VAT unless the actual costs reasonably incurred exceed £50.00, when it will be the actual costs incurred; written evidence of the actual cost will be provided.
Early termination	Without granting a right to do so, should the Tenant wish to leave their contract earlier than a valid notice served by the Tenant would allow and the Landlord agrees, they will be liable to pay the Landlord's losses and the Agent's reasonable costs in re-letting the Property, as well as all rent due under the tenancy until the start date of the replacement tenancy (capped at no more than the maximum of rent outstanding on the tenancy) or until the expiry of the Tenant's valid notice.
Council Tax	Payable to the billing authority, if the Tenant is liable.
Utilities	Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the dwelling, and if required in the tenancy agreement. This may be payable to the Landlord or to the utility provider.
Television licence	Payable to the Landlord or the British Broadcasting Corporation, as required in the tenancy agreement.

Communication services	Payable to the Landlord or a provider of: internet, cable or satellite television, telephone services, other than mobile, as required in the tenancy agreement.
Loss of keys or other security device	The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced.
Missed appointments	Losses, as evidenced by invoice or receipt, suffered by the Landlord if the tenant fails to attend appointments agreed by the Tenant and arranged by the Agent or Landlord for contractors or others to attend or to carry out work at the Property.
Avoidable, accidental or purposeful damage to the Property	The Tenant will be liable for any losses, as evidenced by invoice or receipt, suffered by the Landlord as a result of neglect or wilful behaviour by the Tenant or their guests resulting in damage to the Property.
Emergency/out of hours call-out fees	Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the Tenant arranging an emergency, out of hours contractor call-out where the work was not an emergency or the works were required as a result of the Tenant's actions.
Pet Insurance	Where permitted, the reasonable cost of the Landlord having insurance where the landlord consents to keeping of a pet, or, if the Landlord agrees, the Tenant maintains a pet insurance policy.

### **Requirement for a Guarantor**

In some circumstances we may require that the Prospective Tenant is able to offer a Guarantor. This may be because: *e.g. the Tenant is a student; the Tenant has a poor credit history; the Tenant's income is not sufficient to cover the rent and other outgoings*

In order for someone to qualify as a Guarantor they must: *be a resident in the United Kingdom; be a homeowner in the United Kingdom; have a clean credit history; must earn at least 3 times the monthly rent*

The Guarantor will: *have to be referenced and credit checked; provide proof of ID and residence*

The extent of the Guarantor's liability is expressed in: *the Guarantor clause and sub clauses in the tenancy agreement; the Guarantor agreement.*

## APPENDIX A

### SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts under The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013.

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 Kerrigans Property Ltd

(c) The company can be contacted at:

Address: 23 Windsor Road, Doncaster, DN2 5BS.

Telephone number: 01302769276

Email address: [hello@kerrigans.co.uk](mailto:hello@kerrigans.co.uk)

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

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

(k) See attached "Complaints Procedure" [https://kerrigans.co.uk/Contacts/complaints\\_procedure](https://kerrigans.co.uk/Contacts/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 available via our website or through contact details listed in (c) above.

(r) We are a member of The Property Ombudsman <https://www.tpos.co.uk/>, Association of Residential Lettings Agents, National Association of Estate Agents and PropertyMark. [Higher Professional standards | PropertyMark](#)

(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, Kerrigans Property Ltd, 23 Windsor Road, Doncaster, DN2 5BS. Email [anthony@kerrigans.co.uk](mailto:anthony@kerrigans.co.uk)

and, where available, your telephone number, and email address] 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:

If a reimbursement is due, 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.

If a reimbursement is due, 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 your cancellation from this contact, in comparison with the full coverage of the contract.

### **Cancellation Form**

To Kerrigans Property Ltd, 23 Windsor Road, Doncaster, DN2 5BS.

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.