

Anthony James Standard Terms and Conditions of Residential Lettings and Property Management Services 2026

Key Terms Summary

Please read this page first. It summarises the main points of your agreement with us in plain language. The full Terms and Conditions follow this summary and explain everything in detail — they form part of this agreement and apply in full. If anything in this summary and the full Terms and Conditions appears to conflict, the full Terms and Conditions take priority.

What we're agreeing

We'll provide lettings and/or property management services for your property at the service level you choose: Tenant Find, Rent Collection, or Fully Managed. Full details of what's included at each level are in Appendix II.

How long this lasts

There's no fixed term. Either of us can end this agreement by giving one month's written notice, at any time. See clause 16.

What it costs

Tenant Find: 60% of the first month's rent, minimum £504 (inc. VAT). Rent Collection: 10% of rent collected (inc. VAT) plus the Tenant Find Fee. Fully Managed: 12% of rent collected (inc. VAT) plus the Tenant Find Fee. A small number of additional charges may apply for specific extra work — these are listed in full, with the exact circumstances each one applies in, at Appendix III. We'll never charge you for something we've already charged your tenant for the same thing.

How your tenancy works

Since May 2026, all tenancies are periodic with no fixed end date, and rent can only go up once a year with two months' notice. You can only ask a tenant to leave using a valid legal reason — there's no more automatic 'no fault' notice. We'll handle this process and tell you exactly what applies in your situation. See clause 4 for the full picture.

Your money is protected

Any rent or deposit we hold is protected under the Propertymark Client Money Protection scheme. We're also members of The Property Ombudsman, so if something goes wrong and we can't sort it out between us, there's an independent service to help. See clauses 7 and 20.

What you're responsible for

Keeping the property safe and legally compliant (gas, electrical, smoke alarms, and similar), keeping us informed of anything that affects the tenancy, and making sure we have the funds and instructions we need to act for you. See clauses 5 and 10.

If you want to cancel

If you sign this agreement away from our office (for example, online or at home), you have 14 days to cancel without giving a reason. See clause 19 and Appendix VII.

Questions?

Our Frequently Asked Questions section near the end of this document covers the things landlords most often ask us. Our team is also always happy to talk through anything before you sign.

Agreement and Signature

By signing below, you confirm that you have read this Key Terms Summary and the full Terms and Conditions that follow it, that you understand them, and that you agree to be bound by both as a single agreement.

Signed by the Landlord(s)	Signed for Anthony James Consultancy Ltd
Signature: {landlord_esignature_block}	Signature: {negotiator_esignature_block}
Name: {landlord_full_name}	Name: {negotiator_name}
Date: {todays_date}	Date: {todays_date}

1. Definitions

1.1 In this agreement, unless the context otherwise requires:

Additional Charges means the charges for additional services set out in Appendix III and any other appendix stated to apply to the Property.

Additional Services means the services described in Appendix III and, where applicable, any other appendix expressly agreed.

Agent or Manager means Anthony James Consultancy Ltd trading as Anthony James Estate Agents / Anthony James Property Management, or such other Anthony James entity as is expressly named in this agreement.

Applicable Laws means the laws of England and any applicable regulations, statutory instruments, binding regulatory requirements and approved codes relevant to the letting and management of residential property, including (without limitation) the Housing Act 1988, the Housing Act 2004, the Renters' Rights Act 2025, the Tenant Fees Act 2019, the Immigration Act 2014, and the Consumer Rights Act 2015.

Assured Periodic Tenancy or APT means an assured tenancy which, in accordance with the Renters' Rights Act 2025, has no fixed term and continues on a periodic basis until lawfully brought to an end.

Client Money means rent, deposits and other money held by the Agent on behalf of the Landlord or a Tenant in connection with the letting or management of the Property, held in accordance with Propertymark Client Money Protection requirements.

Data Protection Legislation means the data protection and privacy laws in force in the United Kingdom from time to time, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations and any replacement or supplementary legislation.

Fee Agreement means Appendix I.

Holding Deposit means a payment taken from a prospective Tenant to reserve the Property pending referencing and pre-tenancy checks, capped and dealt with in accordance with the Tenant Fees Act 2019 and the TPO Code of Practice.

HHSRS means the Housing Health and Safety Rating System under Part 1 of the Housing Act 2004, used to assess hazards in residential property.

Included Services means the services included within the Service Fee for the selected service level, as described in Appendix II.

Landlord means the person, persons or company instructing the Agent as named on the cover sheet, and includes that party's properly appointed representative.

Notice of Right to Cancel means the cancellation notice referred to in clause 19 and Appendix VII, applicable where this agreement is signed away from the Agent's office or otherwise within scope of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Parties means the Landlord and the Agent.

Property means the residential property identified in the cover sheet and Appendix I.

Renters' Rights Act or RRA 2025 means the Renters' Rights Act 2025 and any secondary legislation, statutory guidance or regulations made under it from time to time.

Section 8 / Section 13 / Section 21 means the respective sections of the Housing Act 1988 (as amended). References to Section 21 are retained in this agreement for historical and transitional context only; Section 21 notices cannot be served in respect of any tenancy from 1 May 2026.

Service Fee means the fee stated in Appendix I for the Included Services applicable to the selected service level.

Services means the Included Services and, where instructed and agreed, the Additional Services.

Tenancy Agreement means the agreement under which a Tenant occupies the Property, which will, save in excluded categories, take effect as an Assured Periodic Tenancy.

Tenant means the person or persons who occupy or propose to occupy the Property under a Tenancy Agreement.

Tenant Fees Act means the Tenant Fees Act 2019, which restricts the payments that may lawfully be charged to a Tenant in connection with a tenancy.

TPO means The Property Ombudsman, the Agent's approved redress scheme.

Propertymark means the Agent's professional body, including the Propertymark Client Money Protection scheme of which the Agent is a member.

1.2 References to legislation are references to that legislation as amended, extended, re-enacted or replaced from time to time, including all secondary legislation and statutory guidance made under the Renters' Rights Act 2025 as it continues to be implemented in phases.

1.3 Headings are for convenience only and do not affect interpretation.

1.4 References to writing include email and other durable digital communication unless this agreement expressly states otherwise.

2. Appointment and Service Levels

2.1 The Landlord appoints the Agent to provide lettings and/or property management services for the Property at the service level selected in Appendix I, on the terms of this agreement.

2.2 The Agent accepts that appointment and shall perform the Services with reasonable care, skill and diligence, and in accordance with the TPO Code of Practice for Residential Letting Agents (England) and Propertymark's Conduct and Membership Rules, as in force from time to time.

2.3 This agreement becomes binding on the earlier of: (a) signature by both Parties; or (b) the Agent commencing delivery of any part of the Services with the Landlord's knowledge.

2.4 The Agent acts as agent for the Landlord and not as principal, except where this agreement expressly states otherwise.

2.5 Three service levels are available, as set out in Appendix I and Appendix II:

- **Tenant Find** — the Agent finds and references a Tenant and arranges the tenancy. The Landlord is responsible for rent collection and day-to-day management.
- **Rent Collection** — includes the Tenant Find service plus ongoing rent collection and accounting to the Landlord. The Landlord remains responsible for repairs, maintenance and day-to-day management.
- **Fully Managed** — includes the Rent Collection service plus ongoing property management, including repairs coordination, routine inspections and day-to-day liaison with the Tenant.

2.6 The Landlord may change service level at any time on reasonable written notice to the Agent. Any change takes effect from the start of the next rental period unless otherwise agreed, and the applicable Service Fee will change accordingly from that date.

- 2.7** This agreement has no fixed minimum term unless expressly stated in Appendix I. Either Party may terminate in accordance with clause 16.
- 2.8** Nothing in this agreement requires the Agent to do anything which would, in the Agent's reasonable opinion, be unlawful, professionally improper, outside the scope of its appointment, or impossible without specialist advice, access, approvals, authority or funds.

3. General Authority and Compliance

- 3.1** The Landlord confirms that they are the sole or joint owner of the Property and have the right to let the Property under the terms of any mortgage, head lease or other title document. Where the Property is leasehold, the Landlord confirms that any necessary consent to let has been obtained from the freeholder or head leaseholder, and that the Landlord will comply with any relevant lease conditions.
- 3.2** The Landlord confirms that they are not banned from letting property and that their details have not been added to a rogue landlord database. Should either Party become subject to a banning order, or have their details added to a rogue landlord or rogue agent database, after the commencement of this agreement, that Party must inform the other immediately.
- 3.3** The Landlord confirms that they are not restricted from letting or marketing the Property for any reason under the relevant housing legislation, including any restricted re-letting period following a prior possession claim. Where the Landlord is restricted and fails to inform the Agent, the Landlord will be responsible for the Agent's reasonable costs incurred as a result.
- 3.4** The Landlord and the Agent are required to comply with the laws and regulations in England governing the letting of residential property, including those that come into force during this agreement. The Agent may request information, including identification documents, from the Landlord to assist with compliance. The Landlord agrees to provide such information within three working days of request, time being of the essence.
- 3.5** Where the Landlord fails to comply with applicable requirements, fails to provide requested information, or provides false or misleading information, the Landlord will be responsible for the Agent's reasonable costs incurred as a result, in accordance with clause 10.
- 3.6** The Landlord authorises the Agent to carry out the usual duties of the selected service level as described in Appendix II. The Landlord agrees that the Agent may take and hold deposits and comply with the requirements of the applicable tenancy deposit scheme. The Agent may earn and retain commissions on insurance policies and other ancillary services where disclosed in accordance with clause 9.

4. The Renters' Rights Act 2025: Tenancy Structure

This clause sets out, in plain terms, how the Renters' Rights Act 2025 affects every tenancy arranged or managed by the Agent. It is intended to be read alongside, and does not limit, the Agent's general compliance obligations in clause 3.

- 4.1** All assured tenancies of the Property will take effect as Assured Periodic Tenancies. There is no fixed term and no contractual end date. A Tenant may end the tenancy by giving a minimum of two months' written notice (or a shorter period if the Landlord agrees in writing).
- 4.2** The Landlord cannot end an Assured Periodic Tenancy without a valid ground for possession under Section 8 of the Housing Act 1988 (as amended by the Renters' Rights Act 2025). Section 21 'no fault' notices cannot be used for any tenancy from 1 May 2026 onwards, regardless of when that tenancy began.
- 4.3** Where the Agent is instructed to serve a Section 8 notice, the Agent will confirm with the Landlord which ground(s) for possession apply, the evidence required to support that ground, and the notice period that applies to it, before serving notice. Notice periods vary by ground and the Agent will advise the Landlord of the correct period in each case.

- 4.4** Rent may be increased no more than once in any 12-month period, and only by service of a valid Section 13 notice giving the Tenant a minimum of two months' written notice before the increase takes effect. Where the Agent is instructed to serve a Section 13 notice, the Agent will do so in the prescribed form.
- 4.5** Before a new tenancy is entered into, the Tenant must be given the prescribed Written Statement of Terms, either incorporated into the Tenancy Agreement or as a standalone document. The Agent will ensure this is provided as part of the tenancy set-up process.
- 4.6** Where an existing tenancy of the Property converted automatically to an Assured Periodic Tenancy on 1 May 2026, the Agent has provided, or will provide, the government's Information Sheet to the relevant Tenant(s), and will retain evidence of service. Where the Agent did not act for the Landlord at the relevant time, the Landlord confirms that this obligation has been met, or agrees to provide the Agent with evidence that it has been met.
- 4.7** Rent in advance is restricted to no more than one month's rent at a time, rental bidding (inviting or accepting offers above the advertised rent) is prohibited, and discrimination against prospective Tenants on the basis that they have children or are in receipt of benefits is unlawful. The Agent will not act on any Landlord instruction that conflicts with these requirements.
- 4.8** The Agent will keep the Landlord informed, as part of its ongoing service, of further phases of Renters' Rights Act implementation as they take effect, including (when introduced) the Private Rented Sector Database, the PRS Landlord Ombudsman, the extension of Awaab's Law to the private rented sector, and the application of a reformed Decent Homes Standard to privately rented property. As at the date of this agreement, none of these measures has yet come into force.

5. Housing Health and Safety, Fire and General Safety

- 5.1** The Landlord is responsible at law for ensuring the Property is free from Category 1 hazards under the Housing Health and Safety Rating System (HHSRS), and for complying with all applicable fire, electrical, gas and general product safety legislation affecting the Property.
- 5.2** The Agent will, within the scope of the selected service level, coordinate and administer compliance support — including arranging statutory safety checks, passing on safety-related communications, and flagging apparent hazards identified during visits or inspections — but does not itself assume the Landlord's statutory responsibility for the condition of the Property, and is not the 'responsible person' or equivalent duty holder under fire or housing safety legislation by virtue of this agreement alone.
- 5.3** The Landlord must ensure that, where applicable to the Property and tenancy:
- a valid Gas Safety Certificate is in place before occupation and renewed at intervals of no more than 12 months;
 - a valid Electrical Installation Condition Report (EICR) is in place and renewed at least every five years;
 - smoke alarms are fitted on every storey and carbon monoxide alarms are fitted in any room with a fixed combustion appliance, in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended;
 - upholstered furniture and furnishings comply with fire safety regulations;
 - a valid Energy Performance Certificate is available to prospective Tenants before marketing begins;
 - legionella risk in the Property's water systems has been considered, particularly following any void period.
- 5.4** Where the Landlord does not hold current, valid documentation for any of the above, the Agent may arrange this on the Landlord's behalf at the Landlord's cost, in accordance with Appendix III. Where the Property cannot lawfully be marketed or let without such documentation, the Agent will not proceed until it is in place.

5.5 The Agent notes that the government has indicated its intention to extend Awaab's Law and a reformed Decent Homes Standard to the private rented sector, and to review the HHSRS methodology, as part of the wider implementation of the Renters' Rights Act 2025. As at the date of this agreement, neither measure has been brought into force for privately rented property. The Landlord should expect statutory hazard-response obligations to become more prescriptive over the life of this agreement, and the Agent will notify the Landlord of relevant changes as they are confirmed.

6. Fees and Value Added Tax

- 6.1** The Landlord shall pay the Service Fee and any properly incurred Additional Charges set out in Appendix I and Appendix III.
- 6.2** All fees stated in this agreement are inclusive of VAT at the prevailing rate. Where a fee is expressed as a percentage of rent, the worked example given is based on the rent stated in Appendix I; should the actual rent differ, the fee will be correspondingly higher or lower. For example, a Fully Managed fee of 12% (inclusive of VAT) on a rent of £1,000 per month is £120 per month.
- 6.3** Where the Agent collects rent on the Landlord's behalf, the Service Fee and any properly due Additional Charges will be deducted from rent received before the balance is paid to the Landlord. Where the Agent does not collect rent (Tenant Find only), the Service Fee is payable on signing of the Tenancy Agreement and any shortfall must be paid by the Landlord before the tenancy commences.
- 6.4** The Agent may review and amend the fees and charges set out in Appendix I and Appendix III by giving the Landlord at least two months' written notice, such change to take effect no earlier than 12 months from the date of this agreement or 12 months from the date of the last fee change, whichever is later. If the Landlord does not wish to accept the change, the Landlord may terminate this agreement in accordance with clause 16 before the change takes effect.
- 6.5** Interest on sums properly due from the Landlord to the Agent and unpaid more than 14 days after the due date may be charged at 4% above the Bank of England base rate, calculated daily from the due date until paid.
- 6.6** Where any fee or charge is expressed in this agreement as recoverable from a Tenant, that fee is subject to the Tenant Fees Act 2019 and may only be charged to the Tenant to the extent permitted by that Act. The Agent gives no warranty that any cost will in fact be recoverable from a Tenant, and the Landlord acknowledges that some costs may remain the Landlord's liability.
- 6.7** The Agent will not charge the Landlord, and will not require the Landlord to reimburse the Agent, for any service or element of a service which has already been charged to the Tenant in the same transaction.

7. Client Money and Propertymark Protection

- 7.1** The Agent is a member of the Propertymark Client Money Protection (CMP) scheme. A copy of the Agent's current CMP certificate is available on request and is displayed at the Agent's office and on the Agent's website.
- 7.2** All Client Money is held in a designated client bank account in accordance with Propertymark's Client Account Rules.
- 7.3** Rent collected on the Landlord's behalf will be transferred to the Landlord's nominated account, less any Service Fee and properly due Additional Charges, within 10 working days of receipt of cleared funds or, where the initial rent has been received in advance, within 10 working days after the Assured Periodic Tenancy (APT) commencement date. The Agent will provide the Landlord with a statement of account.
- 7.4** Interest earned on Client Money while held by the Agent is retained by the Agent to offset the cost of holding and administering client accounts, unless otherwise agreed in writing.
- 7.5** The Agent maintains professional indemnity insurance at or above the minimum level required by Propertymark's Conduct and Membership Rules for the Agent's fee income band.

8. Insurance and Risk

- 8.1** The Landlord is responsible for ensuring the Property is adequately insured at all times, including during void periods, and that the buildings insurance policy permits the Property to be let. The Landlord must notify their insurer of their intention to let the Property.
- 8.2** Although the Agent takes care in selecting Tenants, the Agent cannot accept responsibility for non-payment of rent, damage caused by a Tenant, or other Tenant default, save where the Agent has not acted in accordance with this agreement. The Agent recommends Rent Protection and Legal Costs Insurance to landlords as a way of mitigating this risk, and will explain the benefits of this cover where requested, in accordance with the conflict-of-interest disclosure at clause 9.4.
- 8.3** The Landlord is advised to consider landlord buildings and contents insurance, including accidental damage, loss of rent, and legal expenses cover, and may wish to take independent advice on the most appropriate policy for the Property.

9. Disclosures, Commissions and Conflicts of Interest

- 9.1** The Agent shall disclose to the Landlord any known commission, administration fee, introductory fee, rebate, financial benefit or similar arrangement relevant to the letting or management of the Property which the Agent proposes to retain, before the Landlord becomes liable for any associated cost.
- 9.2** Where the Agent recommends or arranges referencing, insurance, utility switching, energy supply, an Energy Performance Certificate, a gas safety check, or other ancillary services, and receives a commission, referral fee, administration fee or other benefit from the relevant provider, this will be disclosed to the Landlord in writing before the Landlord incurs the relevant cost. The current arrangements are summarised in Appendix IX.
- 9.3** Where the Agent, an employee of the Agent, or an associate of either, intends to rent a property the Agent has been instructed to let, the Agent will give the Landlord all relevant facts in writing before negotiations begin, and that person will take no further direct part in the letting.
- 9.4** The Agent shall not represent that any commission, fee or insurance-related payment is automatically recoverable from a Tenant. Recoverability depends on the Tenant Fees Act 2019, the Tenancy Agreement and applicable law.

10. The Landlord's Responsibilities

- 10.1** The Landlord shall provide the Agent with all material information, consents, documents and instructions reasonably required for the letting and management of the Property, and shall respond to requests for instructions within a reasonable time and, where a time is requested by the Agent, ordinarily within 14 days.
- 10.2** The Landlord shall promptly tell the Agent of any notice or claim affecting the Property, any proposed sale, transfer or change in ownership, any mortgage or lender restriction relevant to letting, and any known safety defect, insurance issue or material dispute affecting the Property or tenancy.
- 10.3** The Landlord remains responsible for keeping the structure and exterior of the Property, and the installations for the supply of water, gas, electricity, sanitation, space heating and water heating, in good repair and proper working order, except to the extent the Agent has been expressly instructed and funded to manage specific repairs under the selected service level.
- 10.4** The Landlord shall ensure the Property is in a safe, fit and lettable condition before marketing begins, and shall make the Agent aware of any ongoing maintenance issues.
- 10.5** Where the Landlord is or becomes a non-UK resident landlord for the purposes of HM Revenue and Customs, the Landlord shall notify the Agent in writing as soon as reasonably practicable. Where the Agent collects rent on the Landlord's behalf, the Agent is required by law to deduct tax from net rental income and report and pay this to HMRC quarterly, unless the Landlord provides a valid HMRC approval (NRL1i, NRL2i or NRL3i, as appropriate) confirming the Landlord may receive rent gross.

- 10.6** Rental income is assessable for tax. The Landlord should seek their own advice on tax obligations; the Agent does not provide tax advice.
- 10.7** The Landlord warrants that the information and documents supplied to the Agent are accurate and complete to the best of the Landlord's knowledge, and agrees to indemnify the Agent for reasonable losses incurred by the Agent as a result of incorrect information provided by the Landlord.

11. Marketing, Viewings and Offers

- 11.1** The Agent will recommend an appropriate market rent based on current market conditions and comparable evidence, and will take the Landlord's instructions before marketing begins. Once a rent has been published, the Agent cannot accept any offer above that figure; rental bidding is prohibited by law.
- 11.2** The Agent will market the Property in branch, online, and through relevant property portals, and will arrange viewings either accompanied by the Agent or, where agreed, directly with the Landlord.
- 11.3** The Agent will erect a "To Let" board at the Property unless instructed otherwise by the Landlord. Prior to installation, the Agent will check for any applicable legal, planning, leasehold or management company restrictions on the display of a "To Let" board. Where such restrictions prevent the erection of a board, no board will be displayed.
- 11.4** All written, oral and pictorial information about the Property published by the Agent will be accurate, not misleading, and confirmed with the Landlord before marketing begins. The Agent will disclose all material information about the Property in accordance with consumer protection law.
- 11.5** The Agent will inform the Landlord in writing of all formal offers received, including the Tenant's name, the amount offered, and the date, and will not accept an offer on the Landlord's behalf without the Landlord's authority, save in accordance with any standing instruction given by the Landlord in writing.
- 11.6** Before a Tenant becomes liable for a Holding Deposit, the Agent will provide the prospective Tenant with a draft or specimen Tenancy Agreement, and will set out clearly any significant pre-conditions to the letting.

12. Referencing and Right to Rent

- 12.1** The Agent will carry out referencing on prospective Tenants appropriate to the circumstances of the application, ordinarily including identity verification, proof of address, credit checks and income or employment verification, either directly or through a third-party referencing provider.
- 12.2** Where a prospective Tenant does not meet the agreed referencing criteria, the Agent will seek the Landlord's instruction on whether to proceed and will advise of any conditions (such as a guarantor) that may apply.
- 12.3** The Agent will carry out Right to Rent checks on prospective Tenants and other relevant occupiers in accordance with the Immigration Act 2014 (as amended) and current Home Office guidance and will carry out follow-up checks where an occupier has a time-limited right to rent. Where the Landlord selects Tenant Find only, responsibility for ongoing Right to Rent checks during the tenancy passes to the Landlord on completion of the initial check.
- 12.4** The Agent will not be responsible for any loss arising from fraudulent or incorrect information provided by an applicant where the Agent had no reasonable grounds to believe the information was false or misleading, and the Agent reviewed the referencing outcome with the Landlord in good faith.

13. Holding Deposits

This clause reflects the requirements of Section 10 of the TPO Code of Practice for Residential Letting Agents and the Tenant Fees Act 2019.

- 13.1** Where an offer to rent the Property has been accepted, the Agent may take a Holding Deposit from the prospective Tenant to reserve the Property while referencing and pre-tenancy checks are completed.
- 13.2** A Holding Deposit must not exceed one week's rent, calculated as the total annual rent divided by 52. Where there are multiple prospective Tenants, the Holding Deposit is split between them, ordinarily in proportion to the rent each has agreed to pay.
- 13.3** Before taking a Holding Deposit, the Agent will explain in writing the amount of the deposit, the agreed rent, and the terms on which it may be refunded, retained, or offset against the first month's rent or the tenancy deposit. The 'deadline for agreement' is 15 days from the date the Holding Deposit is received, unless a different deadline is agreed in writing with the Tenant and Landlord.
- 13.4** The Holding Deposit is treated as Client Money throughout the period it is held.
- 13.5** The Agent will refund the Holding Deposit in full within 7 days of: the Tenancy Agreement being signed; the Landlord withdrawing from the proposed tenancy; the deadline for agreement passing without a Tenancy Agreement being signed; or the Agent or Landlord behaving unreasonably such that it would be unreasonable to expect the Tenant to proceed.
- 13.6** The Agent may retain all or part of a Holding Deposit only where the Tenant or a guarantor: provides false or misleading information that reasonably affects the decision to let the Property; fails a Right to Rent check that could not reasonably have been anticipated; withdraws from the proposed tenancy; or fails to take reasonable steps to enter into the tenancy. Where the Agent retains any part of a Holding Deposit, the Agent will explain its decision to the Tenant in writing within 7 days, supported by evidence of the Agent's reasonable costs.

14. Tenancy Agreement, Inventory and Tenancy Deposits

- 14.1** The Agent will prepare a written Tenancy Agreement that reflects the Assured Periodic Tenancy structure required by the Renters' Rights Act 2025, incorporates the prescribed Written Statement of Terms, and includes any specially negotiated terms agreed between the Parties.
- 14.2** Where the Agent provides a Fully Managed service, an inventory and schedule of condition is included within the Service Fee. Where the Landlord selects Tenant Find or Rent Collection, an inventory is optional and charged in accordance with Appendix III; the Agent strongly recommends an inventory is obtained in every case.
- 14.3** Where a tenancy deposit is taken, it must not exceed five weeks' rent (or six weeks' rent where the annual rent is £50,000 or more), and must be protected in a government-authorised tenancy deposit scheme within 30 days of receipt. The Tenant must be given the prescribed information confirming where and how the deposit is protected within the same period.
- 14.4** Where the Agent holds the deposit, it is held as stakeholder and treated as Client Money. At the end of the tenancy, the Agent will liaise with the Landlord and Tenant to agree any deductions, supported by evidence such as the inventory, check-out report, and contractor invoices or quotations.
- 14.5** Where a dispute over the deposit cannot be resolved between the Parties, it will be referred to the alternative dispute resolution service operated by the relevant tenancy deposit scheme.
- 14.6** Where the Landlord selects Tenant Find only, it is the Landlord's responsibility to protect the deposit and provide the prescribed information to the Tenant, and to provide the Agent with evidence that this has been done.
- 14.7** As an alternative to a traditional deposit, a Tenant may, with the Landlord's consent, purchase a deposit replacement product. Where this option is offered, the Agent will explain its advantages and disadvantages to both Parties before it is used in place of a tenancy deposit.

15. Permitted Tenant Payments

This clause summarises the Tenant Fees Act 2019 for the Landlord's information. The Agent will not charge, and will not permit the Landlord to charge, any payment to a Tenant that is not listed below.

- 15.1** The only payments that may lawfully be requested from a Tenant in connection with the tenancy are: the rent; a refundable tenancy deposit; a refundable Holding Deposit; a default fee for a lost key or security device, or for rent more than 14 days late (capped at no more than 3% above the Bank of England base rate per day overdue); a capped fee for a Tenant-requested variation, assignment or novation of the tenancy (capped at £50 unless the Agent's reasonable costs are higher and evidenced); a capped fee for early termination at the Tenant's request (capped at the Landlord's actual financial loss); payments for council tax, utilities, a television licence and communication services; and any other payment specifically permitted by the Tenant Fees Act 2019 from time to time.
- 15.2** Any payment not listed in clause 15.1 is a prohibited payment and will not be charged by the Agent, regardless of any instruction from the Landlord to the contrary.

16. Ending this Agreement

- 16.1** Either Party may terminate this agreement by giving the other not less than one month's written notice.
- 16.2** Where the Property is tenanted at the date this agreement ends, the appointment in respect of that tenancy continues on the same terms, on a month-to-month basis, until the tenancy itself ends, unless the Parties agree otherwise in writing.
- 16.3** Where the Landlord terminates this agreement and a Tenant introduced by the Agent during the period of this agreement subsequently enters into a tenancy of the Property (whether or not the tenancy is finalised by the Agent), the Landlord remains liable for the Agent's Tenant Find Fee in respect of that Tenant.
- 16.4** Either Party may terminate this agreement immediately on written notice if the other commits a material breach which is not remedied within 14 days of written notice requiring remedy (where capable of remedy); becomes insolvent; or is the subject of a banning order or appears on the rogue landlord or rogue agent database.
- 16.5** It will be a material breach of this agreement if the Property is required to have a licence (for example, a selective licence or HMO licence) and does not, and no exemption applies, or that licence is revoked; or if the Landlord is required to be a member of an approved redress scheme and is not.
- 16.6** Whichever Party terminates this agreement, written confirmation will be given of the date of termination, any outstanding fees or charges, and arrangements for the handover of documents, keys and Client Money. Where the Property remains tenanted, the Agent will notify the Tenant in writing of the change in arrangements, including where the deposit will be held, and will obtain the Tenant's written authority before releasing the deposit to a new agent or to the Landlord.
- 16.7** If the Agent has not secured a Tenant within six weeks of being instructed on a Tenant Find or marketing basis, the Landlord may terminate this agreement on one week's notice.

17. Liability and Indemnity

- 17.1** Nothing in this agreement excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded.
- 17.2** Subject to clause 17.1, the Agent shall not be liable for loss arising from inaccurate or incomplete information provided by the Landlord or a third party; defects in the Property or the acts or omissions of contractors, insurers or utility providers not under the Agent's direct control; the Landlord's failure to provide funds, instructions or access; or any inability to recover sums from a Tenant or third party despite the Agent's reasonable endeavours.
- 17.3** Subject to clause 17.1, the Agent's aggregate liability arising under or in connection with this agreement shall not exceed 125% of the Service Fees actually received by the Agent in the 12 months immediately preceding the event giving rise to the claim.

17.4 The Landlord shall indemnify the Agent against claims, losses and costs arising from defective or misleading instructions or information supplied by the Landlord, or the Landlord's breach of this agreement or of applicable law, save to the extent caused by the Agent's negligence, fraud or wilful default.

17.5 The Agent shall not be liable for indirect or consequential loss, loss of profit or loss of opportunity, save to the extent such exclusion is prohibited by law.

18. Data Protection

18.1 Each Party shall comply with Data Protection Legislation in respect of personal data processed in connection with this agreement.

18.2 The Agent will not disclose personal data relating to the Landlord or a Tenant to a third party other than as reasonably required for the letting or management of the Property, as required by law, or with the relevant person's consent.

18.3 Where the Landlord processes or stores personal data relating to a Tenant directly (for example, where the Landlord has selected a Tenant Find only service), the Landlord is responsible for complying with their own obligations as a data controller, including providing the Tenant with a privacy notice.

18.4 The Agent's privacy notice is available at www.ajestateagents.co.uk and explains how the Agent processes personal data.

19. Right to Cancel

19.1 Where this agreement is signed by the Landlord, acting as a consumer, away from the Agent's office (including online or during a visit to the Landlord's home), the Landlord has a statutory right to cancel this agreement within 14 calendar days of signing, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. A Notice of Right to Cancel is set out at Appendix VII.

19.2 If the Landlord wishes the Agent to begin work during the 14-day cancellation period, the Landlord must confirm this in writing. Where the Landlord cancels during this period having asked the Agent to begin work, the Landlord will be responsible for the Agent's reasonable costs properly incurred up to the point of cancellation.

20. Complaints and Redress

20.1 The Agent is a member of The Property Ombudsman (TPO) and a member of Propertymark, including the Propertymark Client Money Protection scheme. Details of TPO are available at www.tpos.co.uk.

20.2 The Agent maintains a written in-house complaints procedure, available on request and on the Agent's website.

20.3 Complaints will be acknowledged within 3 working days of receipt. A full written response will be issued within 15 working days of receipt of a complete complaint. Where the complainant remains dissatisfied, a separate review will be carried out by a person not involved in the original matter, with a response within a further 15 working days.

20.4 Following the Agent's final viewpoint letter, or if the complaint remains unresolved 8 weeks after it was first raised, the complainant may refer the matter to TPO. Any such referral must be made within 12 months of the Agent's final viewpoint letter. Contact details for TPO are set out in Appendix IX.

21. General Terms

21.1 Neither Party may assign this agreement without the prior written consent of the other, not to be unreasonably withheld.

- 21.2** The Agent may subcontract or delegate elements of the Services but remains responsible for their performance as if carried out by the Agent directly.
- 21.3** Each Party warrants that it has authority to enter into this agreement and that the person signing has authority to bind that Party.
- 21.4** This agreement and its appendices form the entire agreement between the Parties relating to the appointment and supersede all prior agreements relating to the Property.
- 21.5** No variation is effective unless agreed in writing by both Parties, save that the Agent may update operational procedures where required by law or regulation, provided any material contractual impact is notified to the Landlord.
- 21.6** A failure or delay in enforcing any right does not waive that right. If any provision is found invalid or unenforceable, the remainder of this agreement continues in force so far as lawful and practicable.
- 21.7** Neither Party shall be liable for delay or failure in performing an obligation to the extent caused by events beyond its reasonable control, including severe weather, utility failure, flood, fire, pandemic, cyber incident, industrial action or governmental restriction.
- 21.8** This agreement is governed by the law of England and Wales, and the courts of England and Wales shall have jurisdiction, without prejudice to the Landlord's right to refer a complaint to TPO.

Appendix I — Fee Agreement and Property Particulars

- Landlord name and address: {landlord_full_name}, {Landlord_online_address}
- Property address: {prop_online_address}
- Service level selected: {prop_management_type}
- Commencement Date: {todays_date}
- VAT position: All fees stated inclusive of VAT at the prevailing rate
- Minimum notice to terminate this agreement: one month in writing, either Party (see clause 16)
- Interest on overdue sums: 4% above the Bank of England base rate (see clause 6.5)
- Maintenance Repair Limit (Fully Managed only): equivalent to two weeks' rent per item without prior Landlord approval, save in emergency (see Appendix II)
- Client Money Protection: Propertymark CMP scheme
- Redress scheme: The Property Ombudsman (TPO)

Appendix II — Included Services by Service Level

The table below sets out what is included at each service level, consistent with the Landlord Fees Schedule (England), May 2026 version.

Service included	Tenant Find	Rent Collection	Fully Managed
Agree the market rent and advise on letting consents	✓	✓	✓
Advise on refurbishment and compliance requirements	✓	✓	✓
Market the Property and advertise on relevant portals	✓	✓	✓
Erect board	✓	✓	✓
Accompanied viewings	✓	✓	✓

Service included	Tenant Find	Rent Collection	Fully Managed
Tenant find, referencing and Right to Rent checks	✓	✓	✓
Advice on non-resident landlord tax status	✓	✓	✓
Collect and remit initial month's rent; deduct pre-tenancy invoices	✓	✓	✓
Agree shortfall collection and payment method	✓	✓	✓
Demand, collect and remit monthly rent on an ongoing basis	—	✓	✓
Pursue non-payment of rent and advise on rent arrears action	—	✓	✓
Arrangement of payments for statutory requirements	—	✓	✓
Advise utility providers of changes of occupancy	—	—	✓
Two property inspections per annum (reducing to one annually after two issue-free years)	—	—	✓
Arrange routine repairs and instruct approved contractors (up to two quotes for works over three weeks' rent)	—	—	✓
Tenancy deposit dilapidation negotiations	—	—	✓
Inventory preparation and key holding	Optional charge	Optional charge	Included

Service Fees:

Tenant Find: 60% of the first month's rent (subject to a minimum of £504, inclusive of VAT).

Rent Collection: 10% of rent collected (inclusive of VAT), plus the Tenant Find Fee.

Fully Managed: 12% of rent collected (inclusive of VAT), plus the Tenant Find Fee.

Appendix III — Additional Charges

All fees below are inclusive of VAT and are payable in the specific circumstances described. Fees marked "(Tenant)" are charged to the Tenant within the limits of the Tenant Fees Act 2019 and not to the Landlord; all other fees are payable by the Landlord unless stated otherwise.

1. Pre-tenancy compliance fees (all service levels)

Arranging and facilitating statutory compliance, where not already provided or arranged by the Landlord, in addition to the contractor's own charge:

Item	Fee inclusive of VAT
Energy Performance Certificate (EPC)	Contractor's prevailing rate, invoiced directly

Item	Fee inclusive of VAT
Gas Safety Certificate (GSR)	Contractor's prevailing rate, invoiced directly
Electrical Installation Condition Report (EICR)	Contractor's prevailing rate, invoiced directly
Portable Appliance Testing (PAT)	Contractor's prevailing rate, invoiced directly
Legionella risk assessment	Contractor's prevailing rate, invoiced directly
Smoke alarm and carbon monoxide alarm installation	Contractor's prevailing rate, invoiced directly

2. Start of tenancy fees

Item	Fee inclusive of VAT
Tenant Find Fee	60% of rent, minimum £504 (all service levels)
Tenant referencing (ID, Right to Rent, credit check, employer/landlord references)	Included in Tenant Find Fee
Guarantor referencing and Deed of Guarantee preparation	Included in Tenant Find Fee, per guarantor
Deposit registration (where the Agent collects the deposit)	Included in Tenant Find Fee
Inventory / Schedule of Condition	From £150, depending on size and furnishing (included free for Fully Managed)
Landlord Withdrawal Fee (before move-in)	Equivalent to two weeks' rent

3. During-tenancy fees

Item	Fee inclusive of VAT
Additional property visits (beyond those included in the service level)	£60 per visit
Rent Review / Section 13 administration — Managed	£84 per notice
Rent Review / Section 13 administration — Non-managed	£168 per notice
Contract variation (e.g. change of sharer, added permitted occupier)	£240 per tenancy — see note below on Tenant Fees Act cap
Right to Rent follow-up check	£120 per check
Landlord Withdrawal Fee (during tenancy, change of agent/landlord)	Equivalent to one month's rent
Project/major works coordination (works over £1,000 net)	10% of net cost, inclusive of VAT
Obtaining more than two contractor quotes (Fully Managed only)	£60 per additional quote
Service of a legal notice (e.g. Section 8) — Managed	£180 per notice

Item	Fee inclusive of VAT
Service of a legal notice — Non-managed	£240 per notice (includes tenancy file review)
Preparation of court paperwork for possession	£360
Preparation and issue of possession proceedings (Forms N5/N119)	£360, plus court fees and disbursements
Obtaining appliance manuals	£30 per manual
Void property visits	£60 per visit, includes a report
Damp inspection report	From £120 per report

Note: where any of the above relates to a change requested by the Tenant (for example, a change of sharer), the amount actually charged to the Tenant will not exceed the cap permitted under the Tenant Fees Act 2019 (currently £50, unless the Agent's reasonable costs are higher and are evidenced). Any balance of the Agent's administration charge above that cap is payable by the Landlord, not the Tenant.

4. End of tenancy fees

Item	Fee inclusive of VAT
Check-out (not applicable to Fully Managed, where included)	£120 per tenancy
Tenancy Deposit Dispute Fee — Managed	£120 per tenancy
Tenancy Deposit Dispute Fee — Non-managed	£160 per tenancy

5. Financial charges

Item	Fee inclusive of VAT
Interest on unpaid commission	4% above Bank of England base rate from due date
Submission of Non-Resident Landlord receipts to HMRC	£120 per annum
Additional HMRC reporting / specific query response	£120 per request
Annual Income and Expenditure Schedule	£60 per annum
Same-day payment request	£15 per payment
Overseas landlord payment processing	£30 per payment
Vacant property management visit	£60 per visit
Management Take-over Fee (existing tenancy, new instruction)	£150 per tenancy
Deposit transfer (landlord-requested change to a protected deposit)	£60 per deposit

6. Rent Guarantee and commercial lettings

Item	Fee inclusive of VAT
*Rent Guarantee — Fully Managed, rent up to £2,000 pcm	£390 per annum

Item	Fee inclusive of VAT
*Rent Guarantee — Fully Managed, rent £2,001–£3,000 pcm	£516 per annum
Rent Guarantee — Tenant Find only	Via third-party provider; estimated at 3% of annual rent, subject to underwriting
Commercial letting fee	Equivalent to one month's rent (inclusive of VAT) on commencement
Commercial management fee (where subsequently managed)	12% of rent collected
Commercial licence agreement preparation	£240 per agreement

* Rent Guarantee Administration Fee

The Agent's fee includes approx. £100 (inclusive of VAT) administration fee in respect of each Rent Guarantee policy. This fee covers the administration of the policy throughout the tenancy, including processing the application, liaising with the insurer, and administering any claim should it become necessary.

This Additional Charges schedule reflects Anthony James's Landlord Fees Schedule (England), May 2026 version, current at the date of this agreement. The Agent may update this schedule from time to time in accordance with clause 6.4.

Appendix V — Takeover and Handover Checklist

Information required at takeover (where the Agent is taking over an existing tenancy)

- Current Tenancy Agreement and any variations
- Section 13 notices
- Tenant and guarantor contact details and referencing records, lawfully transferable
- Deposit protection certificate and scheme details
- All safety certificates (gas, electrical, EPC)
- Rent statement and arrears history
- Keys and access information
- Details of any open repairs, complaints or disputes

Information provided at handover (where this agreement ends and management transfers elsewhere)

- Current accounting records and rent statement
- Deposit protection details and Tenant authority to transfer, where required
- Current safety certificates and compliance records
- Open repair, complaint or arrears schedules
- Keys and access information

Appendix VI — Non-Resident Landlord Tax Arrangements

Where the Landlord is a non-resident landlord for HMRC purposes and the Agent collects rent on the Landlord's behalf, the Agent will deduct tax from net rental income and report and pay this to HMRC on a quarterly basis, unless the Landlord holds a valid HMRC approval to receive rent

without deduction (NRL1i, NRL2i or NRL3i, as appropriate). The Agent's annual charge for administering this is set out in Appendix III.

Appendix VII — Notice of Right to Cancel

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

Complete and return this notice only if you wish to cancel this agreement.

To: Anthony James Consultancy Ltd, Charlotte House, 35–37 Hoghton Street, Southport, PR9 0NS

I/We hereby give notice that I/we wish to cancel my/our agreement for lettings and/or property management services.

Signed: _____ Date: _____

Name(s) of Landlord(s): _____

Property address: _____

Appendix VIII — Confirmation of Instruction

I wish to instruct Anthony James on the following service:

{prop_management_type}

Appendix IX — Service-Provider Disclosures and Complaints / Redress Information

Legal entity: Anthony James Consultancy Ltd. Trading style: Anthony James Estate Agents / Anthony James Property Management. Company number: 04540834. Office: Charlotte House, 35–37 Hoghton Street, Southport, PR9 0NS. Lettings email: rentalspm@ajestateagents.co.uk. Complaints email: complaints@ajestateagents.co.uk. Telephone: 01704 543434. VAT number: 875998827.

Professional memberships, regulation and protections: Member of Propertymark (ARLA Propertymark); member of the Propertymark Client Money Protection scheme; member of The Property Ombudsman (TPO) Lettings scheme.

Professional indemnity insurance: held at or above the minimum level required by Propertymark's Conduct and Membership Rules for the Agent's fee income band. Current cover limit: £1,000,000. A copy of the current certificate is available on request.

Client money protection: Anthony James Consultancy Ltd is a member of the Propertymark Client Money Protection scheme. A copy of the current CMP certificate is available on request and displayed at the Agent's office and on the Agent's website.

Utility Management Authority

This service applies to the Fully Managed Service only.

The Landlord authorises the Agent, where reasonably required during a void period or change of tenancy, to liaise with gas and/or electricity suppliers on the Landlord's behalf. This may include opening, closing or transferring utility accounts, providing meter readings, terminating existing supply arrangements, and entering into temporary supply contracts for the Property while it is vacant.

The Landlord authorises the Agent to provide relevant Landlord and Property information, including personal data where necessary, to utility suppliers and their agents, contractors or partners for the purpose of setting up, managing or administering utility accounts relating to the Property.

The Landlord remains responsible for all utility charges, standing charges, supplier costs and any debts relating to the Property during any period for which the Landlord is liable. The Agent is not responsible for paying utility bills, energy charges, supplier disputes, incorrect billing, estimated readings, historic debts or any costs arising from the supply of gas and/or electricity to the Property. During the tenancy, the Tenant is responsible for utility usage and has the right to choose their own energy supplier and, where permitted, to request the installation of a smart meter.

Complaints procedure: complaint acknowledged within 3 working days; full response normally within 15 working days of receipt of a complete complaint; review stage normally within 15 working days of a review request; referral to The Property Ombudsman available after the Agent's final viewpoint letter, or after 8 weeks if the complaint remains unresolved, and in any event within 12 months of the final viewpoint letter.

The Property Ombudsman: Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP. Telephone 01722 333306. Email admin@tpos.co.uk. Website www.tpos.co.uk.

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Frequently Asked Questions

Who is Anthony James?

Anthony James Consultancy Ltd is a property management and letting agency business based at Charlotte House, 35–37 Hoghton Street, Southport, PR9 0NS. We have been trading in property management since 2002.

What service levels do you offer?

Tenant Find, Rent Collection, and Fully Managed. Each is explained in Appendix II, with fees set out in Appendix III.

Do your fees carry VAT?

Yes. All fees quoted in this agreement are inclusive of VAT at the prevailing rate. Our VAT registration number is 875998827.

What changed under the Renters' Rights Act 2025?

From 1 May 2026, all assured tenancies became Assured Periodic Tenancies with no fixed term. Section 21 'no fault' notices can no longer be used. Landlords can only end a tenancy using a valid Section 8 ground. Rent can only be increased once every 12 months using a Section 13 notice, with a minimum two months' notice.

Can I still ask my Tenant to leave?

Yes, but only by relying on one of the statutory grounds for possession under Section 8 of the Housing Act 1988, with the correct notice period for that ground. We will advise you which ground applies and what evidence is needed.

How often can I increase the rent?

No more than once every 12 months, using a Section 13 notice giving the Tenant at least two months' written notice.

What professional memberships and protections do you hold?

Anthony James is a member of Propertymark, a member of the Propertymark Client Money Protection scheme, and a member of The Property Ombudsman.

Do you hold professional indemnity insurance?

Yes. A copy of our current certificate is available on request.

How is my rent collected and paid to me?

Where we collect rent on your behalf, we transfer cleared funds to your nominated account, less our fees, within 10 working days, with a statement of account.

Is my money protected?

Yes. All client money is held in accordance with Propertymark's Client Money Protection scheme rules.

What happens to my Tenant's deposit?

Where we hold it, it is protected in a government-authorised tenancy deposit scheme within 30 days, and held as stakeholder until the end of the tenancy.

What can I charge my Tenant for?

Only the items listed in clause 15 of this agreement, in line with the Tenant Fees Act 2019. Anything else is a prohibited payment and we will not charge it, regardless of any instruction to the contrary.

How do you handle complaints?

We acknowledge complaints within 3 working days and aim to resolve them within 15 working days, with a further review stage if needed. If unresolved, you or your Tenant can refer the matter to The Property Ombudsman.

Do you arrange landlord insurance?

We can put you in touch with providers and will disclose any commission we receive for doing so.

What is the notice period to end this agreement?

One month in writing, given by either party, save where immediate termination applies under clause 16.4 or 16.5.

What about future changes (PRS Database, Ombudsman, Awaab's Law)?

These are not yet in force. We will write to you when they are, and explain what action, if any, you need to take.

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Short Client Summary Sheet

Appointment

No fixed term. Either party may end this agreement on one month's written notice. Service level and fees are confirmed in Appendix I.

Fees

Tenant Find: 60% of first month's rent, minimum £504 (inc. VAT). Rent Collection: 10% of rent collected (inc. VAT) plus Tenant Find Fee. Fully Managed: 12% of rent collected (inc. VAT) plus Tenant Find Fee. Additional charges apply for items outside the included service — see Appendix III.

Tenancy type

All tenancies are Assured Periodic Tenancies under the Renters' Rights Act 2025 — no fixed term, no Section 21. Possession requires a valid Section 8 ground. Rent increases are limited to once every 12 months via a Section 13 notice with two months' notice.

Client money

Protected under the Propertymark Client Money Protection scheme. Rent is transferred to you within 10 working days of receipt of cleared funds.

Insurance and protection

Anthony James is a member of Propertymark and The Property Ombudsman. Current professional indemnity insurance and CMP certificates are available on request.

Complaints

Email complaints@ajestateagents.co.uk. Acknowledged within 3 working days; full response normally within 15 working days. The Property Ombudsman can be approached after our final viewpoint letter or after 8 weeks.

Main contact

Anthony James Consultancy Ltd trading as Anthony James Estate Agents
Charlotte House, 35–37 Hoghton Street, Southport, PR9 0NS
rentalspm@ajestateagents.co.uk | 01704 543434