

LETTING AGENT AGREEMENT WITH LANDLORD

Property Address: _____ Reference Number: _____

Parties:

Landlord Name: _____

Landlord Address: _____

Agent Name: _____

Agent Business Address: _____

1. Appointment and Authority

The Landlord appoints the Agent as the sole agent to manage the letting of the Property on the Landlord's behalf. The Agent is authorised to take all necessary actions to let the Property, including advertising, tenant referencing, and arranging tenancy agreements in accordance with this Agreement.

2. Term of Agreement

This Agreement shall commence immediately upon execution and shall continue until terminated by either party upon giving the other not less than one calendar month's notice in writing, or as otherwise agreed in writing.

3. Agent's Duties

The Agent shall use reasonable skill and care to let and manage the Property, including: - Advertising the Property and conducting viewings. - Tenant referencing and credit checks. - Preparing tenancy agreements and obtaining signatures. - Collecting rent and holding deposits in accordance with the Tenancy Deposit Scheme. - Managing repairs and maintenance with the Landlord's consent where required. - Providing regular statements of account to the Landlord.

4. Rent and Fees

The rent payable by tenants for the Property shall be collected by the Agent. The Agent's fees for services under this Agreement shall be as agreed separately in writing and payable from rent collected before remittance to the Landlord.

5. Deposit Handling

The Agent shall ensure any tenant deposit is protected in a government authorised Tenancy Deposit Scheme and shall comply with all statutory obligations relating to deposits, including providing prescribed information to tenants.

6. Repairs and Maintenance

The Agent shall promptly notify the Landlord of any repairs or maintenance required. The Agent is authorised to arrange emergency repairs up to a value of £_____ without prior consent from the Landlord, and to seek approval for other works exceeding this amount.

7. Landlord's Obligations

The Landlord confirms that the Property complies with all legal obligations, including gas safety, electrical safety, energy performance, and fire safety regulations. The Landlord shall provide the Agent with all necessary information and documentation to enable compliance.

8. Insurance

The Landlord shall maintain adequate insurance cover for the Property at all times and shall notify the insurer of the tenancy. The Agent shall not be responsible for any loss or damage arising from the Landlord's failure to insure properly.

9. Compliance with Law

Both parties shall comply with all applicable laws, including the Housing Act 1988, the Tenant Fees Act 2019, the Deregulation Act 2015, and the Equality Act 2010, as well as any other relevant legislation and regulations.

10. Termination

This Agreement may be terminated by either party giving at least one calendar month's written notice, subject to any statutory requirements. Termination shall not affect any rights or liabilities accrued prior to termination.

11. Limitation of Liability

The Agent shall not be liable for any indirect or consequential losses, and the total liability of the Agent shall be limited to the fees paid under this Agreement, except in cases of fraud or gross negligence.

12. Confidentiality

Both parties agree to keep confidential all information obtained in connection with this Agreement except to the extent required by law or as necessary to perform their obligations hereunder.

13. Data Protection

The parties agree to comply with the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR) in relation to any personal data processed under this Agreement.

14. Entire Agreement

This Agreement, together with any schedules or annexes, constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral.

15. Variation

No variation or amendment to this Agreement shall be valid unless made in writing and signed by or on behalf of both parties.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

LANDLORD'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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