

# Lettings Terms and Conditions of Business



Guards Real Estate Terms & Conditions are on the following pages, Guards Real Estate is to act on your behalf in marketing your property for rental. you are deemed to accept these Terms & Conditions by instructing us to market your property for rental, if you do not agree with the Terms & Conditions, please do not instruct us to begin marketing your property.

Landlord Name(s): .....

(We require full name(s) of the registered owner(s). If the property is owned by a company, please provide company name, registration number and registered address)

Landlord address:.....

Property Address:.....

Date Property is due: (Each property date to be organised verbally or through email per instruction )

Is there parking? Yes ☐ No ☐

If Yes, please provide details (Individual details to be sent via email per instruction) Is there a gas supply or gas appliances at the property? Yes ☐ No ☐

Landlords who wish to manage their properties themselves must provide details of a UK emergency contact to the Tenants:

..... Post Code : .....

Tel (Home) : .....

Tel Work : ..... Mobile: .....

Email: .....

Landlord Bank Details (for rent payments) Account Name: .....

Sort Code : ..... Acc No: .....

Do you reside overseas? Yes ☐ No ☐

(if yes please provide address of representative in England/Wales)

Address of over seas representative : .....

Land Registry Number (Copy of Land Registry Entry): .....

“Please tick to confirm service“

Copy of Passport:	Yes	No
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Inventory	Yes	No
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Copy of Utility Bill:	Yes	No
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Check In	Yes	No
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COPY OF CURRENT GAS CERTIFICATE	Yes	No
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EPC	Yes	No
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(The property cannot be let without a valid certificate)

COPY OF CURRENT EICR TEST CERTIFICATE	Yes	No
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(Electrical Installation Condition Report)

Sign/Initial

Date:

**Guards Real Estate Fees (Please tick where applicable)**

Under the Terms & Conditions below, you will be liable to pay Guards Real Estate fees for the initial period of the tenancy and also in respect of any renewals , extended terms or new agreements which come after the present period .

Guards Real Estate commission fees are set out in 4 of 4.1 within these terms.

**Fees for long Term Let's (initial term of six months or greater)**

Fees for period of initial term of tenancy

**Rent Collect Service: 10% + VAT (12% inc VAT)**

(payable upfront at the start of the tenancy)

(For long lets i.e. initial tenancy of 6 months or longer)

☐

**Introduction of tenants/ Let Only: 10% plus VAT (or 12% inc VAT)**

The fee is based on annual rent plus VAT and the fee is taken in advance for the term from the first 2 months' rent paid buy the tenant

☐

**Management Service: 6% + VAT (7.2% inc VAT) (Paid monthly)**

(For long lets i.e. initial tenancy of 6 months or longer)

☐

**Associated Fees for any renewal, extended tenancy, or new agreement after the initial term. Set out in 4 of 4.2 within these terms.**

Associated Fees for any renewal, extended tenancy, or new agreement after the initial term (payable month in advance subject to clause 4). In the event the tenant renews, extends or a new agreement which continues the original tenancy, our fee will be Lettings Service 9% + VAT (10.8% inc VAT) for 1st renewal, extension or new agreement, the 2nd renewal, extension or new agreement will be 8% + VAT (9.6% inc VAT), and the 3rd and subsequent renewal, extension or new agreement thereafter will be 7% plus VAT (8.4% inc VAT) for subsequent renewals beyond the 2nd renewal.

**Fees for Short Term Lettings (initial term of less than six months)**

Please note that all our short term lettings will require the landlord to include the bills & the property will be managed by Guards Real Estate for the term of the tenancy, however will not include any works or check in's as part of the service which are offered on the Guards Real Estate Long Let managed Service.

**Fees for period of initial tenancy agreement (payable upfront at the start of the tenancy)**

**Short -term let 24% plus VAT (28.8 % inc VAT)**

(i.e. initial tenancy of less than 6 months )

This fee is based on the length of the tenancy plus VAT and will be payable upfront at the start of the tenancy.

Please note that all our short-term lettings include both letting and management service.

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**On a 12 month managed long letting of £1,000 per month our total commission fees of 16% would be £1920 + VAT (£2304inc VAT). On a 12 month non-managed long letting of £1,000 per month our total fees of 10% would be £1200 + VAT (£440 inc VAT). On a four month managed short letting of £1,000 per month our commission fees of 24% would be £960 + VAT (£1152 inc VAT).**

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I/We declare that prior to commencement of the tenancy all furniture and uphol-stered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993, and warrant that the property complies with the Gas Safety (installation and Use) Regulations 1998 and the Electrical Equipment (safety) Regulations 1994.

**\*PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING \***

(Terms are deemed active once signed)

I/We confirm that I/We have read and understood the aforementioned Terms and Conditions and wish to instruct Guards Real Estate Ltd to undertake the selected service on page 2 (this page) as per the above & below Terms and Conditions:

**Personal:**

Landlord and Owner of the property signature: .....

(To be signed when property is not held in a company) Date .....

**Company or Managing agent:**

Company Director/CEO/MD/Personal Guarantor/Managing agent to the company where the property is held within a company or being managed by a third party representative signature: .....

Date .....

**Sign/Initial**

**Date:**

Notice of Right to Cancel:  
ONCE THE TERMS AND CONDITIONS HAVE BEEN SIGNED THERE IS AN AUTOMATIC 14 DAYS WITHIN WHICH YOU CAN CANCEL THE INSTRUCTION FOR US TO LET OUT YOUR PROPERTY.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

**Tenant:** shall mean any one or more individuals or corporate entities introduced by us or named as tenant in the tenancy agreement or lease. **The Tenancy:** the entire period that the tenant remains in occupation of the property including any extension or renewal or period of holding over whether by way of agreement, memorandum or otherwise.  
**Rent:** any payment to be made by the tenant or the agent(s) of the tenant for use of the property whether expressed to be rent, a premium or any other form of payment, whether paid directly by the tenant or his agent(s) or obtained from other means such as deduction from the deposit.  
**Commission:** the commission or fees, details of which are set out in Section 4.

2. THE SERVICES 2.1 Lettings Service

- a) To reach agreement with you, the landlord, in advance a rent to be quoted for the property and market the property as appropriate at the agreed rental.
- b) Introduce a prospective tenant for the property.
- c) Apply for appropriate references and forward to you for approval (or agree with you in writing in advance the extent of the agent's authority to accept a tenant on the landlords ' behalf ). Any company investigations or searches would be charged separately. ( x2.5 annual rent to be worked out inline with the offer form, independent reference checks will be an additional charge of £60 and will need to be selected from the owner acceptance form)
- d) Negotiate the terms of the tenancy between yourself and the Tenant and ensure that an appropriate tenancy agreement and notices are prepared and signed by or on behalf of the landlord and tenant.
- e) Collect and hold any security deposit paid by the tenant against rent arrears or dilapidations should you (the Landlord) require so in writing.
- f) Arrange for the preparation of an independent inventory prior to the commencement of the tenancy (if requested ), and for the inventory to be checked at the commencement of the tenancy (see para 4.4 for costs)
- g) Make all reasonable endeavours to notify the Local Authority and service companies ( gas, electricity , water) of a change of occupant or user at the commencement of the tenancy if relevant account numbers and information is provided to us (the Agent). We cannot accept any responsibilities for inaccuracies or delays on the part of the Local Authority or Service Companies concerned. Please note that these bodies increasingly require instructions from a landlord or tenant as appropriate, not from an agent. We also recommend you (the Landlord) to forward the Tenants' details to the Local Authority. **Guards Real Estate will not be responsible for any errors made in transferring or cancelling utilities.**
- h) In the event you agree to a change of tenant during an existing tenancy, we reserve the right to make an additional charge to cover the costs of taking references, arranging for any new tenant(s) to enter into the tenancy agreement and the service of any appropriate notices.
- i) Collect the monthly or quarterly instalments of rent on landlord's behalf and forward net rents to the landlord's bank account.
- j) Prepare and submit monthly or quarterly statement to yourself and /or your accountant, statements need to be requested by the accounts team.
- k) Arrange for the inventory to be checked at the termination of the tenancy and a check-out report to be supplied at a reasonable cost. Any damage or dilapidation's that may have occurred during the tenancy are recorded on this report. A copy of this sent to the Landlord and Tenant who must mutually agree what amount (if any) is to be deducted from the dilapidation's deposit.
- l) Should any work be requested to be organised , organised or carried out by our Suppliers with the exception of the Landlords who take our Management Package, we will charge 20% administration fee.
- m) Should you require a property visit when the property has not been managed by Guards Real Estate we will charge £ 120.00 (plus VAT £ 144.00) per any visit.

2.2 Letting and Management Service

In addition to the services outlined in 2.1 above, we will:

- n) Make all reasonable endeavours to notify the Local Authority and service companies ( telephone , gas, electricity , water) of a change of occupant or user at the termination of the tenancy. It is to be noted we are not to be held responsible for any arrears not paid by the tenant. also see g) above. The in-going Tenant will be instructed to notify the electricity, gas, water and telephone companies for a credit agreement and supply contract. You will need to provide these organisations with your new address and the meter readings at the commencement of the tenancy to ensure that there are no discrepancies with the change over. We also recommend that you forward the tenant's details.
- o) Pay from rent received current outgoings such as ground rent, insurance premiums (on receipt of demands), service charges, maintenance contracts, etc., subject to the agent holding sufficient funds on your behalf . Although we will best attempt to query any obvious discrepancies it must be understood we are entitled to accept and pay without question demands and accounts which appear to be in order. Please note you are expected to instruct your Insurance Company governed by Financial Services and Markets Act 2000 we are unable to arrange insurance on your behalf , notify your insurer of any claims or complete the documentation relating to those claims. We cannot accept responsibility for the adequacy of any insurance cover or for the verification of service/maintenance charge demands or estimates where applicable. This service is included only when the landlord opts in for it and provides us the relevant information required to make the payments. p) Carry out a routine inspection of the property once a year included on full management fee of 7.2% (6 %+vat). It should be appreciated that any such inspection and assessment of those defect which are brought to our notice would be of a cursory nature and would embrace only apparent or obvious defects and would not amount in any way to a structural or other survey . Any further inspection by us or structural or other survey by a qualified body would be by special arrangement and subject to an additional fee. We shall not be responsible for any hidden or latent defects within the property . Should you require more than 1 visit a year, we can arrange so at a reasonable cost please see m).

Date:

- q) All property management jobs obtained by Guards Real Estate will provide the Landlord with a minimum of 2 estimates from different suppliers. Minding we hold sufficient funds or the Landlord has provided Guards Real Estate with sufficient funds to carry the work out, the work will be organised within 48 hrs, the completion of works is on a case by case scenario and the landlord will be kept up-to date.
- r) Deal with day to day management matters including minor works up to a maximum of £ 360. 00 inc VAT for any one item without further instruction from the owner, the cost of such work to be paid from the initial payment of rent and maintained at the agreed level from subsequent net rents passing from the tenant to yourself . Please note that we are not able to arrange for any works prior to a letting unless we are holding sufficient funds from you/owner/landlord to cover the costs.
- s) Deal with matters of redecoration , renewal , replacement or repair between £300.00 and £10, 000 with your verbal authority (save in the case of an emergency and/or when it is impractical to do so). Except in an emergency , whenever practical , 2 estimates will be obtained and submitted to the landlord for works likely to cost more than £ 350.00. Upon receipt of the landlord 's written approval of such estimates we will organise and inspect works in excess of any fees for an additional administration fee of 20% of the cost of the works. Such charge will be deducted from any monies received by us on your behalf unless payments received from you direct.
- t) Lodge and progress any insurance claim relating to the property on your behalf. An additional fee of 20% of total value of the claim will be charged, for which we will pursue the claim (without liability as to its merits) through to payment or rejection by your insurers. Should you decide not to proceed with any insurance claim, we shall be entitled to charge for the work undertaken. In the event the claim is not successful, we shall be entitled to charge for the work undertaken.
- u) Put in hand any cleaning and repair works arising from the schedule of dilapidation's as outlined in
- k) above (subject to availability of funds held on your behalf) and obtain estimates for major works if appropriate. We will submit the same to both the landlord and tenant and it will be your responsibility to agree with the tenant what amount is to be deducted from the dilapidations deposit.
- v) Arrange and pay from rent received for any cleaning and minor repairs on a change of tenant during the management appointment.
- w) When managing a property let by another party , we will require copies of the tenancy agreement , inventory , appliance guarantees or warranties , tenant references and any other relevant notices or documents relating to the property . We will also require a set of keys for the property for emergency purposes.
- x) 20% administration charge for property maintenance works unless on Guards Long let managed package which will become 10% administration charge. For us to obtain any contractor quotes there will be a £50 upfront payment due for all non managed properties, the £50 will be refunded into the quote when a job is confirmed via text, verbally or email & the job is instructed, alternatively the £50 will not be refunded to the payee when not accepting a quote through Guards Real Estate as a payment fee.

Notice of Termination of Services

Unless otherwise agreed in writing in advance, our appointment as agents is for the duration of the tenancy as defined in these Terms of Conditions of Business, subject to 14 days written notice to terminate on either side. In the event such termination takes place, we will remain entitled to commission for introducing the tenant(s).

In the event that the Tenant or a person connected to the Tenant renews, extends, holds-over and/or enters into an assumed, inferred, written or verbal new agreement for which rental income is received or payable, the commission is payable to Guards Real Estate regardless of Landlord cancelling or terminating this agreement.

It must be noted that our standard management service as set out above does not apply when the property is not let, but we shall be pleased to discuss with your requirements for management during void periods. For the avoidance of doubt the managed package is Guards Management Package. Cancellation policy for Guards management package is 3 months in areas, it is noted that all maintenance works which have been confirmed prior to the cancellation of the management package are to continue with Guards Real Estate and their will be the standard fee of 20% administration charges for the organisation of these works in the event of a cancellation process being activated.

Sign/Initial

### 3. GENERAL INFORMATION

#### 3.1 Rent

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf will be inclusive of all out going for which you are liable as a landlord such as ground rent, service charges, etc., but will exclude gas electricity and other fuel charges, telephone, water rates and council tax (or any charge that may replace it) which are payments for which the tenant is in most circumstances responsible for.

#### 3.2 Dilapidation's Deposit

**3.2.1** Unless otherwise agreed, this will normally be a sum equivalent to five weeks rent. The agent will collect and hold the security deposit in a separate client account.

**3.2.2** It is Landlords' responsibility to register the Deposit with the relevant protection scheme. The Landlord can decide to instruct the agent to organise the protection of the Deposit or can do it himself/herself. Guards Real Estate holds no responsibility for the Deposit being registered with the relevant service when held by Landlord and it is Landlords' responsibility to return the Deposit to the Tenant at the end of the Tenancy in accordance with the relevant clauses set out in the Tenancy Agreement.

**3.2.3** The Agent (Guards Real Estate) is an Insurance Member of My Deposit governmental deposit protection scheme. When the Deposit is held by Agent (Guards Real Estate) it will be insured by "My Deposits" deposit protection scheme at Landlords' cost £ 50.00 (£ 60.00). Full details of the scheme can be found at [www.mydeposits.co.uk](http://www.mydeposits.co.uk).

**3.2.4** Any interest made on the Deposit when held by Guards Real Estate will remain in possession of Guards Real Estate.

**3.2.5** Should Guards Real Estate be appointed to hold the Deposit and Landlord decides to use his/her own scheme, the Landlord has to request this in writing and provide the details of this scheme (certificate for the relevant Tenancy and any other relevant details) must be provided to Guards Real Estate at least 5 days prior to the commencement of the Tenancy. Should the Landlord fail in obtaining this duty within 5 days, Guards Real Estate will register the Deposit as per

**3.2.3** to protect Landlords' interest and in obtaining Guards Real Estate legal obligations.

#### 3.3 Inventories

**3.3.1** We recommend that an independent Inventory Clerk is employed to prepare an Inventory and check in/check out on the commencement and termination of the tenancy. Please note this is a requirement if we are providing the Letting and Management Service. In arranging for the preparation of an Independent Inventory, we cannot be held responsible for an error or omission on the part of the appointed clerk.

**3.3.2** Guards Real Estate strongly advise all clients to obtain Inventory and Schedule of Condition as Check In Report (upon the start of the Tenancy) and Inventory and Schedule of Condition as Check Out Report (upon termination of the Tenancy). Should you decide you will not obtain these, we will be unable to assist you in recovering any damages from the Deposit.

#### 3.4 Rent Remittances

**3.4.1** The UK banking system is such that it can take up to 10 days to clear funds paid to us by means of standing order or cheque and to transfer them (less fees and any other monies due to us) to your account. Any monies dispatched will be without prejudice to final clearance.

**3.4.2** Guards Real Estate take no responsibility for any charges made by banks whilst doing the rent payments to the landlord whether it is an Overseas Landlord (currency exchange or any other fees incurred) or the Landlord with Residence in the United Kingdom.

#### 3.5 Insurance

**3.5.1** The property and its contents should be comprehensively insured to include third party and occupier's liability risks. Failure to inform your insurer that the property is let could render the policy void. You should obtain detailed advice from your insurers as to the nature and extent of the cover required. Guards Real Estate strongly advise the Landlord arranges insurance policy covering loss of rent, contents and legal expenses.

**3.5.2** Activities and administration of the Insurance Policies are governed in the Financial Services and Market Act 2000 and Guards Real Estate cannot arrange insurance on your behalf, notify your insurer of any claims or complete the relevant documentation in relation to any claims.

#### 3.6 Leasehold Property

If the property to be let is leasehold, it is the landlord's responsibility to ensure that (1) any intended letting is permitted under the terms of the lease; (2) the intended letting is for a period expiring prior to the expiry of your lease; (3) the written permission of your superior landlord is obtained and Licence to Sub-Underlet is granted if necessary.

#### 3.7 Mortgage

Where the property is subject to a mortgage or loan, it is the landlord's responsibility to ensure that written permission is obtained from the mortgagee and/or lender. We require you to confirm that you have obtained this permission in writing. Please note that applying for permission after a tenant has been found could prejudice the tenancy. Some tenants may also request sight of written confirmation that permission has been granted.

#### 3.8 Ownership

**3.8.1** Authority to let the property should be obtained from any joint owner(s) who should be named in the tenancy agreement. Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.

**3.8.2** Where the Landlord is joint owner, he must ensure that all owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.

**3.8.3** These terms are applied to all properties owned by the Landlord or the person entity acting on behalf of the Landlord for all future tenancies agreed by the Landlord until further written notice from Guards Real Estate.

**3.8.4** The Landlord must ensure that all necessary licences and approvals are obtained for any tenancy he accepts and kept updated through the tenancy term including but not limited to Council Landlord Licences, HMO Licences and any other council/governmental landlord licences.

#### 3.9 Contractors

**3.9.1** Our panel of appointed contractors is constantly monitored to ensure that all members comply with our high standards of quality, cost and reliability. We will endeavour to use any contractor specified by you but cannot guarantee to do so, particularly in an emergency. Whilst exercising all due care and attention in our choice and administration of contractors we cannot accept any responsibility for any loss or damage caused by the neglect or default of any contractor. **3.9.2** Any commission, interest or any other income earned by Guards Real Estate whilst carrying out our duties as an Agent for the Landlords' property is to be retained by Guards Real Estate. **3.9.3** Should the Landlord organise any work through Guards Real Estate, the Landlord is liable to cover all of the costs for materials and contractor work. Should you not pay Guards Real Estate for such work organised, Guards Real Estate reserves the right to share your details with the contractor and the Landlord is liable for all of the costs for exercising such work.

#### 3.10 Waiting at properties

In the event that you instruct a contractor to attend the property who is unable to collect keys from our offices or give and keep to a specific date and time of call, the agent will charge waiting time at the property of £ 20.00 per hour.

#### 3.11 Keys

We require three sets of keys for your property; if you are unable to supply three complete sets, we will have them cut at your expense. It is recommended to replace locks before the tenancy commence if there are any lost or unaccounted keys to the property. We cannot be held liable for lost or unaccounted keys. It may be necessary for you to provide to us with a letter of authority for some security keys to be cut.

#### 3.12 Instructions to Solicitors

Should any rent arrears or breaches of contract be brought to our attention, you will be informed as soon as is reasonably practicable. Thereafter you become responsible for instructing your own solicitor as necessary and for all fees and charges involved. We cannot take legal action for you as the tenancy contract is between you and your tenant(s), nor can we accept liability for arrears or breaches of covenant.

#### 3.13 Courts & Tribunals

Application for fair rent or preparation for, or appearances before the Rent Officer Rent Assessment Committee or any other court or tribunal will be by special arrangement and subject to an additional charge that will be agreed with you in advance.

#### 3.14 Landlord and Tenant Act 1987

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales then we must provide the tenant with an address within England and Wales to which notices (including Notices in proceedings) may be served upon you. We will require this information before a tenancy comes. If the information provided changes during the tenancy the agent must be informed immediately.

#### 4.0 COMMISSION, FEES AND CHARGES

**4.1** Letting (Rent Collect Package) and Management service (Guards Managed Package) The commission for Lettings Service is 10% plus VAT (12% inc VAT) for the entire length of the tenancy, the commission will be payable upfront at the start of the tenancy unless agreed to take monthly. Our commission for Management Service is 6% plus VAT (7.2% inc VAT) of the total rent payable for the duration of the tenancy, payable from and at the same frequency as rent received. Guards Real Estate managed package inclusions are only applicable on 7.2% (6%+vat) managed services. Guards Real Estate are not to be held liable for works which are not carried out within these services, this is the landlords responsibility. For short-term lettings, a 24% plus VAT (28.8% inc VAT) of the total rent payable for the duration of the tenancy and the commission will be payable upfront at the start of the tenancy.

Date:

Sign/Initial



## 4.2 Renewal Fees

If the letting continues for a period exceeding the aggregate twelve months, whether pursuant to the original tenancy agreement or a continuation (Periodic Tenancy), extension or renewal of the term originally granted or any new tenancy granted to the same tenant or any person nominated or introduced by the original tenant, the commission will be :

9% plus VAT (10.8% inc VAT) for first renewal

8% plus VAT (9.6% inc VAT) for second renewal

7% plus VAT (8.4% inc VAT) for subsequent renewals beyond the second renewal.

**The appropriate fee payable as set out above for the second renewals and any subsequent term is irrespective of whether Guards Real Estate Ltd have been involved in negotiation. We will be entitled in this case to receive rent directly from the tenant in payment of fees. In the event of any promotional discounts on the introduction fee, renewal fee's will be fixed to the yearly introduction fee their will be no reduction each year & the owner of the apartment will not be entitled to any reductions of renewals as seen above.**

## Tenancy Agreement

**4.3.1** Unless we are instructed otherwise 14 days prior to the commencement of the Tenancy, we will use our standard form of tenancy agreement at the cost of £ 168.00 (plus VAT 201.60) per every agreement issued by Guards Real Estate for the Tenancy on your Premises.

**4.3.2** Our standard form of memorandum is used to renew the tenancy to an existing tenant unless otherwise agreed with you. Although our documents are reviewed and updated regularly by our legal advisers. We must advise you that we are not solicitors.

**4.3.3** Guards Real Estate strongly advises to the Landlord to consult your own solicitor should you require further information about rights and obligations as a landlord.

## Inventory

**4.4.1** The charge for preparing an independent Inventory and for checking in and out will vary depending upon the property involved . The cost of preparation of the Inventory is borne by the landlord and the cost of the check-in and check-out is the Landlord's responsibility. The appropriate sums will be withheld from rents received to meet the inventory clerk's invoice.

**4.4.2** According to the Tenant Fee Ban Act June 2019, the Agent nor the Landlord can charge the Tenant any Check Out Inventory Fees and those are solely Landlord's responsibility. The Tenants' responsibility is to return the Property /Premises to the same standard as per the Inventory and Schedule of Condition made upon the commencement of the Tenancy.

**4.4.3** The importance of the Check in and Check Out Inventory and Schedule of Condition is in the Deposit deductions upon the Check out should the Tenant breach any tenancy agreement clause or does any damages to the Property/Premises. Should you decide not to carry out such document ,Guards Real Estate will not be able to assist you in any deductions you wish to made to the Deposit . Guards Real Estate strongly advises the Landlord to organise the Check In and Check Out Inventory and Schedule of Condition to all Landlord whether the Landlord appoints Guards Real Estate or appoints its own Inventory Clerk.

**Value added Tax** Except where otherwise stated our commissions, fees and charges will be subject to VAT at the prevailing rate or any other tax which may take its place.

**Variation and Jurisdiction** 4.6.1 Variation to our Lettings Terms and Conditions of Business will only be valid if agreed in writing with the manager of Guards Real Estate Ltd. Acceptance of these Terms and Conditions of Business forms a binding legal agreement in accordance with English law and is subject to the jurisdiction of English Courts alone. 4.6.2 Guards Real Estate reserves the right to change its schedule of fees or terms and conditions of the business. By signing this agreement, the Landlord agrees to be bounded by any changes upon being given notice and no objections are raised within 14 days of the receipt of the updated terms and conditions.

## Liability of a landlord to Commissions, Fees and Charges

Commission and other charges are due and payable by the Landlord in accordance with Paragraph 4 of any letting of the property to a tenant and references is to the tenant include: Any "associate" of the tenant as defined in Section 303(8) of the Income and Corporation Taxes Act 1970. Any close company as defined in Section 282 of the Act in which that person or any associate as defined is a participator as defined in Section 303(i) of the Act. Any company (or any connected person or entity of that company) which shall be the employer or former employer or proposed guarantor of that person. Where the tenant is a company, any person employed by the company or for whom the company is, or has become, or proposes to become guarantor and includes any company which is a holding company of the company or subsidiary company of the company or a member of the same group, as defined in Section 272 of the Act, as a company. Any person or entity introduced by the tenant or the occupier of the property. Should the viewing with the prospect Tenant be obtained by Guards Real Estate and then the same prospect Tenant decides to put the offer forward with a different agency than Guards Real Estate, the full fee is payable to Guards Real Estate.

**Date:**

## Administration charges to the Landlord and in the event of landlord failure to proceed:

**4.8.1** Once an offer has been accepted verbally or in writing by the landlord, we shall draw up agreements and take up references. If the landlord subsequently informs us, they do not wish to proceed with the Tenancy, there will be a penalty charge of £1200 (£1000+ VAT).

**4.8.2** Should the same Tenant renew, extend, hold-over of the property or the new agreement has been made between the Landlord and the Tenant, the Renewal Commission is payable to Guards Real Estate along with the administration fee of £ 96.00 (plus VAT £ 115.20).

**4.8.3** In the event of the owner acceptance being signed or email confirmation accepting an offer alongside a signed tenancy agreement via: Guards Real Estate on behalf of the landlord or the landlord signing of the tenancy agreement & the tenants executing the contract by signing tenancy agreement, this will result in the landlord being liable to pay the full fees due to Guards Real Estate for the term of the tenancy by way of service for the introduction of tenants.

## Mail

It is not part of the usual function of Guards Real Estate Ltd to forward any mail. Therefore, no responsibility can be taken for your mail and it is recommended that it be re-directed via the Post Office.

**Lettings boards** Unless otherwise instructed by you, we will place a To-Let board outside the property if we deem necessary.

## Indemnity

You will indemnify and keep us indemnified from and against any and all losses, damage or liability whether criminal or civil, suffered from and during the time that we are or were acting on your behalf.

## Private dealings

You will not enter into negotiations nor conclude any binding agreement to lease or sell (as the case may) be your property with:

Any prospective or former tenant introduced to you by us and on the basis of our standard terms and conditions applicable from time to time.

Any prospective purchaser introduced to you (in whatever capacity) by us, the standard terms and conditions is applicable.

## Sale of Property

If, during or within 12 months after the end of the tenancy arranged or introduced by Guards Real Estate Ltd, the tenant, a connected party, or any person or company introduced to the property (directly or indirectly) by Guards Real Estate Ltd proceeds to purchase the property or any legal or beneficial interest in it whether by transfer of ownership, grant of lease, or otherwise a commission fee of 2.5% (plus VAT if applicable) of the final sale price shall be payable to Guards Real Estate Ltd upon completion of the sale.

This commission shall only be payable if Guards Real Estate Ltd can demonstrate that the introduction materially contributed to the sale.

We encourage landlords to contact us to discuss any preferential sales commission rates that may be available, particularly in cases involving high-value sales or unique circumstances.

## 4.14 Agents' Responsibility Towards the Landlord

**4.14.1** Once the Landlord accepts the offer presented by Guards Real Estate either verbally or in writing, Guards Real Estate has the right to sign the tenancy agreement on the Landlords behalf.

**4.14.2** References, Guards Real Estate performs only an Identity Check and the Landlord will be sent all references before the start of the Tenancy unless using a third party provider. Should Guards Real Estate find the Identity Check satisfying we will proceed with the Tenancy on your behalf. We hold no responsibility in accuracy of the Identity Checks , or the information contained with them . Guards Real Estate cannot warrant the Tenant as suitable nor guarantee the Tenancy in any way. The identity checks are worked out on a 2.5 x annual income rate and this is documented. Should the Landlord prefer Independent Checks classed as Reference Checks which are organised by third parties and instructs Guards Real Estate to organise them, the fee of £ 70.00 (plus VAT £ 84.00) per Tenant.

**4.14.3.** The Landlord will be sent all of the references collected by the Agent ( Guards Real Estate) and is due to check the sent references and sign the authorisation form enclosed with it. In the event that Landlord provides no comments on the sent references within 24 hrs, Guards Real Estate will consider the references suitable to the Landlord and will proceed with the Tenancy whether or not the authorisation form has been signed by the Landlord in action of signing the Tenancy Agreement on Landlord's behalf.

**4.14.4** Once the Tenancy Agreement has been signed and the contract between the Landlord and the Tenant introduced to the Landlord by Guards Real Estate is deemed, these Terms and Conditions are binding to the Landlord therefore the landlord or the introducer appointed by the owner is liable to pay the full amount of fees due to Guards Real Estate. (Please note that once the owner/introducer has accepted the offer and the references have been completed via an identity check or independent reference process Guards Real Estate will sign the tenancy agreement on behalf of the landlord unless stated otherwise at the signing of these terms of business.)

**Sign/Initial**

LEGISLATION

Furniture and Furnishings

In 1988 the Government introduced new regulations on the use of any filling material or reupholstery whether foam or non-foam and the requirements of furniture to meet the “cigarette test” introduced in 1980. From March 1993 all newly rented furnished properties should only be furnished with contents that meet the “cigarette test” and carrying the appropriate label. Furniture manufactured prior to 1950 is exempt from these regulations as the Department of Trade and Industry has pointed out that most of the defective materials that cause fire were not in used prior to 1950. All furniture manufactured after 1983 should already comply with the regulations but there is a particular concern for foam filled furniture manufactured between 1950 and 1983. The landlord must ensure that furniture complies with the above legislation for tenant(s) occupy the property and any furniture failing to comply must be removed by the landlord and stored at the landlord’s expense. All properties must also have a smoke alarm fitted

The Gas Safety (Installation and Use) Regulation 1994

On 31 October 1994 the Gas Safety (Installation and Use) Regulation 1994 came into force. Under Regulations 35(2) it is the duty of any person (i.e. landlord) who owns a gas appliance and pipework installed in the premises to ensure that such appliance and pipework is maintained in a safe condition so as to prevent risk or injury to any person. The Regulations cover all appliances and all types of gas, i.e. mains, propane or calor gas for heating, lighting, cooking or other purposes for which gas can be used. The owner (i.e. the landlord) of any gas appliance must ensure that each appliance is checked for safety at least every 12 months by a qualified gas engineer, e.g. an employee of British Gas or a GAS SAFE registered person. A record must be kept of all safety inspections and the results open to the tenant’s inspection by law. The landlord must have a Gas Safety Inspection carried out before a tenant(s) occupies the property and signs the tenancy agreement. (Further information can be obtained from British Gas on 0800 300 363). (A copy of the certificate must now be given to the tenant before the tenancy commences). If the landlord is unable to or has not provided the Gas Safety Certificate within 10 days of the date Guards Real Estate has required the certificate to be provided, Guards Real Estate Ltd will provide the certificate at the landlord’s expense.

The Electrical (Safety) Regulation 1994 and the Plug & Sockets etc. (Safety) Regulations 1994

It is a criminal offence to supply unsafe electrical equipment with rented accommodation. The maximum fine is £5,000. The above Regulations apply to portable domestic electrical equipment such as: Electric heaters, lamps, televisions, radios, vacuum cleaners, irons, toasters, microwaves, refrigerators and other kitchen equipment. Built-in electrical goods such as cookers and certain storage heaters are not covered by the Regulation, however, and landlords should be aware that any person injured by the landlord’s property could sue for damages. Electrical items must be examined by a qualified electrician prior to tenants taking occupation and if required we can instruct at an approved Contractor to carry out this check on your behalf. The portable appliance test must be undertaken for each new set of tenants.

Tax

Tax on Rental Income (Non-Resident Landlords)  
Under UK tax law and HM Revenue & Customs (HMRC) Non-Resident Landlord (NRL) Scheme, Guards Real Estate Ltd is required to deduct income tax from rental payments made to landlords who are non-UK residents, unless an exemption certificate is obtained from HMRC.

A non-resident landlord may apply directly or through a UK tax adviser to HMRC for approval to receive rent payments gross (without tax deduction) by submitting form NRL1 (individuals) or NRL2 (companies/trusts). Joint owners must each apply separately.

If exemption is granted and confirmation is received directly from HMRC, Guards Real Estate will pay rent without deducting tax. Without this exemption, we must deduct tax at the appropriate rate from gross rental income and remit it to HMRC.  
Please note:

- Tax is deducted before rent payment.
- Deductions are made on gross rent, without allowance for mortgage interest, depreciation, or other expenses.
- Landlords must reclaim any overpaid tax through their Self-Assessment tax return.

If Guards Real Estate submits any tax returns on your behalf without an exemption certificate being provided, a fee of £350 plus VAT (£420 total) will apply. Landlords are responsible for applying for and maintaining any exemption with HMRC. Exemptions are not transferable between agents.

Contact Guards Real Estate to request the relevant forms and reference details for your exemption application.

No interest is payable on tax deducted under this scheme.

Landlord Tax Guide Summary

Non-Resident Landlord Scheme (NRL Scheme) Overview:

- The NRL Scheme requires agents to deduct income tax from rents paid to landlords who live outside the UK.
- To avoid tax being deducted, landlords must apply to HMRC for exemption using form NRL1 or NRL2.
- Exemption means rents are paid “gross” without deduction.
- If no exemption is granted, agents must deduct tax at the standard rate and pay it to HMRC.
- Landlords are responsible for reclaiming any tax overpaid via their UK Self-Assessment tax return.
- Applying for exemption early ensures smoother rent payments.
- Guards Real Estate can provide assistance and the necessary reference numbers for exemption applications.
- If we assist in submitting tax returns without exemption, a fee of £420 (£350 + VAT) will be charged.

Date:

Housing Act 1996

From Friday 28 February 1997 there is no longer the need for a private landlord to serve a Notice of an Assured Shorthold Tenancy before making a tenancy agreement. All new Tenancies are automatically deemed to be Assured Shorthold Tenancies. The new legislation has also ensured that landlords are now able to evict tenants more easily for rent arrears.

Legionnaires Disease

The landlord must comply with the Health and Safety Executive’s Code of Practice, you are strongly advised to carry out a risk assessment at the Property prior to letting in order to highlight any risk of legionnaire’s disease.

Void Periods

Where possible we will aim to fill in the void periods by short letting your apartment either on a fixed term short let which is charged at the rate of 24% shown above on page 2. Traditionally a short let will be 1-6 months providing you with a fixed short let tenancy for the term agreed. Alternatively we will look towards using other methods to avoid you losing your rental income, when doing so this will provide you with a flat rental rate income therefore the additional amount received will be paid to Guards Real Estate for providing the service and these shall include day to day or weekly rental/stays up to a month. (\*This clause will become active once the property has been void for more than 5 days from the date of when Guards Real Estate have been instructed.\*)

Introduction only Fee

Deduction (inline with clause 4.0) The LL agrees to Guards Real Estate in deducting it’s service fees from the global amount (ie those monies representing rent in advance and deposit) received from the Tenant on signing up of the tenancy agreement - the LL is responsible throughout for ensuring that the amount necessary for compliance with the selected deposits scheme is fulfilled. The fact that any deduction by Guards Real Estate may result in a figure less than that necessary amount received from the tenant upon the landlord being transferred the move in monies monies minus fees is a matter which is wholly within the LLs remit and obligation to deal with. (it being remembered that under introduction only and the Guards let only or rent collect service that Guards Real Estate is only responsible/engaged for the finding and introduction of a tenant and on the occasion rent collect service being included, also any additional extras taken as seen within these terms. Under no circumstances will Guards Real estate be responsible for any failures of the LL in compliance with its obligations under the deposit scheme. For the avoidance of any doubt.

Utilities

Utilities

The in-going Tenant will be instructed to notify the electricity, gas, water and telephone companies for a credit agreement and supply contract. You will need to provide these organisations with your new address and the meter readings at the commencement of the tenancy to ensure that there are no discrepancies with the change over. We also recommend that you forward the Tenant’s details.

**Guards Real Estate will not be responsible for any errors made in transferring or cancelling utilities.**

Window Blinds Safety Clause Blinds and Cord Safety

All window blinds installed in the Property must comply with current child safety regulations. In accordance with BS EN 13120, any corded window coverings must be fitted with safety devices to prevent the formation of hazardous loops and must be installed at a minimum height of 1.5 metres from the floor.

The Landlord shall ensure that all blinds and window coverings provided comply with these standards prior to the commencement of the tenancy. The Tenant shall not tamper with or remove any safety devices and must promptly report any faults or damage.

Carbon Monoxide Alarm Clause

Carbon Monoxide Alarm Compliance

In accordance with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (or any superseding legislation), the Landlord shall ensure that a working carbon monoxide alarm is installed in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers).

The alarms must be tested and confirmed to be in working order at the start of the tenancy.

The Tenant agrees to test all alarms regularly (monthly recommended), replace batteries as needed, and promptly inform the Landlord or Agent of any faults or failures.

Sign/Initial

## SECURITY DEPOSITS

From the 6 April 2007, when you either rent your property out or renew an existing tenancy agreement, you must protect the security deposit using a government authorised tenancy deposit scheme. (From 1st October 2010, the maximum rent threshold was increased from £25,000 to £100,000 per year for tenancies in England).

### Who does this affect?

The legislation covers all Assured Shorthold Tenancy Agreement i.e. tenancy agreements in the names of individuals (opposed to a company or charity etc.) and where the rent is no more than £250,000.00 per annum. If the property falls outside this range, the legislation does not affect the landlord. As the landlord, you have the following options:

### The Custodial Scheme

The security deposit is paid into the scheme i.e. it is not held with either the landlord or the agent. At the end of the tenancy an application is made to the scheme to have the deposit refunded to the tenant less any agreed costs for dilapidations. If there is a dispute between the landlord and the tenant, there will be a free service offered by the scheme protecting the deposit to resolve the dispute. The Scheme will pay to the tenant the undisputed amount and will retain the disputed amount until an agreement is reached.

Whilst there is no cost for this service, it must be stressed that neither the landlord nor the agent will hold the deposit. Therefore, the process of returning the deposit may take longer than normal. Furthermore, any proposed dilapidations must be made in writing to the scheme before any costs are incurred.

### Insurance-based scheme

The security deposit is held by either the landlord or agent in the normal way (but registered with one of the two Insurance schemes). If at the end of the tenancy agreement there is a dispute in respect of the amount of the deposit that is to be returned, the insurance company are notified. At this point the deposit is then immediately paid over the insurance company who will then act as adjudicator. The conclusions they come are purely evidence based and are binding. Should the Deposit be registered on the “My Deposits” Insurance Based Scheme by the Agent (Guards Real Estate) the amount of £ 50.00 (plus VAT £60.00) will be charged to the Landlord and the Agent will act as a Stakeholder (be holding the deposit) in the specified account. Guards Real Estate will not pay any interest on the **Deposit**.

### Deposits currently held by Guards Real Estate Ltd

If the tenants do not renew their tenancy, the deposit will be dealt with in the normal way i.e. an inventory check out will be carried out with a schedule of dilapidations (if any) posted to you for your consideration. If the tenancy is being renewed, we must hand over the security deposit amount to the custodial scheme or confirm in writing to both the landlord and the tenant that the deposit will remain with us but will not be protected by the insurance based scheme. The cost for the protection of the Deposit is payable at £50.00 (plus VAT £ 60.00) per deposit by the Landlord.

### Deposit currently held by Guards Real Estate Ltd for Overseas landlord clients

The agent has the authority of the landlord to make decisions on the return of the deposit to the tenant on his/her behalf on any matters pertaining to the deposit and it's reimbursement and can lodge any disputed deposit monies with the Mydeposit Tenancy Deposit Protection scheme if required to do so by the Scheme without the need of any recourse to the Overseas landlord whose property we are managing and holding the deposit. We cannot be held liable for any costs or losses in relation to or as a result of any verdict given by the adjudication panel of the Mydeposit scheme.

### Deposits currently held by the landlord

If the tenancy is renewed, the landlord must place the deposit in one of the approved schemes. Should you as the Landlord decide to hold and protect the Deposit on your own, you must send us an email in writing within 10 days of the receipt of the Deposit requiring the Deposit to be sent to you on nominated bank account. Guards Real Estate holds no liability for any Deposits held by Landlord and it is solely Landlords Liability. Should the Landlord fail in sending the request in writing within the 10 days of Guards Real Estate receiving the Deposit from the Tenant providing that Guards Real Estate has noted the Landlord of receipt of the same. Acting on your behalf and protecting you as a Landlord as well as obtaining our duties as an Agent we will register the Deposit on your behalf and at the Landlord cost and the charge will be £ 50.00 (plus VAT £60.00) per each deposit registered.

**What if the landlord does not want to hold the deposit?** The deposit can be paid to us and we will hold the deposit in their client account. We will however need to register the deposit with Mydeposit. Whilst the agent will not charge you for holding the deposit, the Insurance Fee of £50.00 (plus VAT £60.00) per each and every deposit must be paid by the Landlord in advance.

**What can happen if the landlord does not comply with the new legislation?** The court can order the landlord to either repay the deposit to the tenant or protect it in a scheme. If the landlord has not protected the deposit, and they fail to do so within 30 days, they will be ordered to pay the tenant up to three times the amount of the deposit. Furthermore, you will not be able to regain possession of the property using notice-only grounds for possession under Section 21 of the Housing Act 1988.

Date:

Sign/Initial

**What’s next?**

You can contact us if you wish us to hold the security deposit which will be registered with one of the insurance-based schemes. If you are already holding the security deposit, we must receive confirmation in writing and the certificate matching this as to which scheme you will be using. Please note that this must be done within 30 days of any new tenancy or renewal date.

**GDPR COMPLIANCE** What personal information about you will be used the following definitions shall apply to this section of the Agreement: ‘Data Protection Laws’ means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 and any replacement to it (and, from 25 May 2018, the GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities; and ‘GDPR’ means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time. Where Guards Real Estate LTD handles your personal information it will do so in accordance with Data Protection Laws. If you would like more detailed information on how Guards Real Estate handle your personal information you can read Guards Real Estate Privacy Policy which can be found at <http://www.guardsrealestate.com/privacy-policy/> in the event you would like more information contact us: [info@guardsrealestate.com](mailto:info@guardsrealestate.com)

**All tenancies in England require a valid EICR.** That's been the case since April 2021, according to The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. Local authorities can fine landlords up to £30,000 for an EICR breach.

**NEW LEGISLATION FOR LANDLORDS – EPC** If you let or re-let your property after 1st October 2008, you will be required to provide your tenant with an Energy Performance Certificate (EPC). The EPC gives home owners, tenants and buyers information on the energy efficiency of their property. It gives the building a standard energy and carbon emission efficiency grade from “A” to “G”, where “A” is the best and with the average to date being D/E. As of 1st April 2018, the requirement for any properties rented out in the private rented sector to have a minimum energy performance rating of “E” on an Energy Performance Certificate (EPC) for all new tenancies and for all existing tenancies on 1st April 2020. It will be unlawful to rent a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption. A civil penalty of up to £4,000 will be imposed for breaches.

**What else does the certificate do?**

EPCs are measured using the same calculations for all homes, so you can compare the energy efficiency of different properties. Part of the EPC is a recommendation report which will list the potential rating that you home could achieve , if you made changes . The report lists improvements that you could carry out and how this would change the energy and carbon emission rating of the property. The landlord can use this information to: Cut fuel bills. Improve energy performance of the property. Help cut carbon emissions. Once the EPC is carried out, it will be valid for 10 years.

**Selective/Additional and HMO Licences:**

Selective licensing of Houses in Multiple Occupation (HMOs) is governed by Part 2 of the Housing Act 2004, and Part 3 of the Act covers selective licensing of other private rented properties. Additional licensing is a regulatory measure that allows local councils to license Houses in Multiple Occupation (HMOs) that are not subject to mandatory licensing. The Housing Act 2004 introduced this legislation. The license applications vary on your property type and council, for more information it is recommended you speak with your local authority/council.

**Potential Legislation changes to be mindful of in 2025 :**

The Renters’ Rights Bill will give tenants more rights in the UK, including protection from unfair rent increases and retaliatory eviction. The bill will also end fixed-term tenancies and make all tenancies periodic.

**Key changes**

- No more section 21 evictions: Landlords can only end a tenancy if they have a reason under Section 8.
- Periodic tenancies: Tenants can give two months' notice to end a tenancy at the end of a rent period.
- Rent increases: Rent increases can only happen once a year, and tenants can challenge increases they think are too high.
- Pets: Tenants can request permission to keep pets, and landlords can't ban pets outright.
- Discrimination: Landlords can't discriminate against tenants who receive benefits or have children.
- Property portal: Landlords will need to register on a new digital property portal.

**Other changes**

- Tenancy agreements will need to be written.
- Landlords will need to sign up to a Landlord Redress Scheme.
- The Decent Homes Standard will apply to the private rented sector.



## MARKETING, FEES AND REFUNDS

Guards Real Estate offers a NO LET NO FEE service meaning that you will not be charged any marketing fees should you let the property with another agent. In the event that you accept the offer whether verbally or in writing, the commission/ fee agreed as per these terms and conditions is payable in full to Guards Real Estate.

Should the Landlord decide to withdraw from the offer for whatever reason other than the failed references a penalty fee of £1200 (£1000+VAT) is payable to Guards Real Estate alongside with the fee as set out in these terms and conditions for damages caused to the reputation of the business.

Minimum Lettings Fee: Guards Real Estate charges a minimum lettings fee of £1200 (£1000 + VAT). We are unable to rent properties for less than this fixed amount, regardless of the percentage-based packages outlined on page 2.

Failed references are those which have not been signed off by the landlord or have deemed failed through the selected third-party reference company. The Penalty fee and commission due is payable to Guards Real Estate within 7 days of withdrawing from the accepted offer.

Introduction only refund policy: Guards Real Estate offers no refund policy on introduction only service regardless whether the landlord is on rent collect or not. The landlord will need to recover any losses from the tenant at their own discretion.

The landlord is responsible to chase and mediate any disputes on their own and Guards Real Estate will not get involved due to the owner choosing to manage the property.

Managed Properties refund property: Guards Real Estate offers no refund policy when managing a property. In the event that the tenant breaches the tenancy agreement Guards Real Estate will offer litigant mediation services to the landlord at no extra cost however charges would apply if professional third-party legal help is required.

Guards Real Estate will put a credit towards the new rental which is calculated as follows: Example of 12 months term managed property: Upfront Fee paid to Guards Real Estate / by 12, X the term the tenant hasn't stayed in the tenancy = [the credit amount]

The credit is applicable and can be used within 12 months on the disputed managed property and can only be used for the fee that is due to be paid to Guards Real Estate for the introduction of a new tenant.

Should the Landlord serve the notice /evict or breach the contract himself, and the Tenant has not breached the contract in anyway, we will find the new Tenant for the Landlord at the agreed fee as a new let.

In the event the landlord does not wish to use the credit for us to find a new tenant then all overpaid fees will be the current disputed tenant's liability due to the tenant breaching the tenancy agreement; therefore, the landlord is to instruct a solicitor to chase all damages due to them from the tenant on the basis the mediation and credit on the account is not feasible for the landlord.

The Landlord should recover the cost of the damages and losses including the fee paid to Guards Real Estate from the Tenant. Guards Real Estate cannot guarantee in any way Tenants' quality and responsibilities.

The Landlord will be provided photos made by Guards Real Estate for their Premises.

Guards Real Estate reserves the copyright to any marketing tools organised and provided by Guards Real Estate including photos of the Premises, any documents issued by Guards Real Estate and anything else provided by Guards Real Estate to the Landlord.

Should any of the Photos, Documents or any other material provided by Guards Real Estate to the Landlord be marketed /used by any competitors will be charged at £ 250 .00 per item /photo/ document. The Landlord is liable for such payment for sharing such documents.

The fee to Guards Real Estate is always paid upfront and in any event that Guards Real Estate agrees to the fee being split over split payments through the term of tenancy it is to be noted that this is considered as arrears and the owner is due to pay this at agreed terms before the tenancy ends caused by the end of contractual tenancy or by any other disruptions ,In the event the split payment agreement is not honoured for whatever reason the interest rates will apply at 5% per day on the outstanding amounts.

Date:

Sign/Initial

**THE PROPERTY REDRESS SCHEME**

Guards Real Estate Ltd is a member of The Property Redress Scheme. For full detail please open the following link:  
<https://www.theprs.co.uk/consumer/how-it-works>

**The ARLA Propertymark**

Guards Real Estate Ltd is a member of the ARLA Propertymark. ARLA Propertymark is the UK’s foremost professional and regulatory body for letting agents. We are required to operate at the highest standard, beyond the levels required by law. This gives our clients a peace of mind that we will provide a professional service and your money is protected by Property-mark’s Client Money Protection Scheme.

**By signing these terms on the second page of this contract you agree that you have read and understood these Terms and Conditions of business. Please make sure you have read and understood these Terms and Conditions before signing.**

**Please note that management is 3 months pro rata to cancel once activated.**

**Notice of Right to Cancel:**

**ONCE THE TERMS AND CONDITIONS HAVE BEEN SIGNED THERE IS AN AUTOMATIC 14 DAYS WITHIN WHICH YOU CAN CANCEL THE INSTRUCTION FOR US TO LET/MANAGE YOUR PROPERTY.**

**Right to Cancel (Cooling-Off Period)**

In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you enter into this agreement with Guards Real Estate without a face-to-face meeting (i.e., via phone, email, or other remote means), you have the right to cancel this contract within 14 calendar days from the date of signing, without giving any reason.  
To exercise your right to cancel, you must notify us in a clear written statement (sent by email or post) confirming your decision to cancel. This must be received within the 14-day period.

A model cancellation form is provided below for your convenience, although use of this form is not mandatory.



**Complete, detach and return this form:**  
**ONLY IF YOU WISH TO CANCEL THE CONTRACT**

**To: Guards Real Estate LTD**  
Berkeley Suite 35 Berkeley Square Mayfair London W1J 5BF  
Email: [Accounts@guardsrealestate.com](mailto:Accounts@guardsrealestate.com)

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.  
Name: .....

Property Address:  
.....  
.....

Landlord Sign (to cancel) : ..... Date: .....

Date Terms were signed: .....