



Lettings Terms Of Business



Knight Edmonds Ltd
20-22 King Street
Maidstone
ME14 1DE
www.knightedmonds.co.uk

Lettings Terms of Business - Fully Managed

7 Braddick Close, Maidstone, ME15 9XQ

Our initial Set up fee is £375+VAT (£450.00) This includes the inventory. This will be taken from the first monthly rent together with the first months rental guarantee and legal cover premium £32.00 + VAT (£38.40inc) and the first months Management fee of 10%+ VAT (12%inc)

Our ongoing monthly fee 10% + VAT (12% inc) will be taken from the rent received together with the rent guarantee and legal insurance premium of £32 + VAT (£38.40 inc)

THE AGENT'S OBLIGATIONS

1.0 GENERAL TERMS

Knight Edmonds Lettings Ltd (Hereby referred to as Knight Edmonds) will:

1.1 As a members of the Property Ombudsman; comply with the Code of Practice for residential Lettings Agents.

1.2 Advise the Landlord of the realistic achievable rent for the Property/Properties.

1.3 Advise the Landlord of their statutory and contractual obligations with reference to: Landlord and Tenant Act 1985; Supply of Goods and Services Act 1982; The Housing Act's 1988, 1996 and 2004), the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), Proceeds of Crime Act 2002; The Equality Act 2010; Housing Act 2004 provisions that affect Housing, HHSRS, HMOs, licensing and management order; Localism Act 2011; Deregulation Act 2015; Immigration Act 2014; Consumer Protection Regulations 2008; Consumer Rights Act 2015.General Data Protection Regulation (or any successor legislation), Energy Act 2011 (Green Deal), Energy Act 2011 (Green Deal), Homes (Fitness for Human Habitation) Act 2018, Tenant Fees Act 2019 and all other current and relevant primary and secondary legislation and any local licensing obligations.

1.4 Advertise the property on our own website, property portals and will erect 'To Let' and 'Let By' Boards as appropriate and permissible.

1.5 Show prospective Tenants the property as required.

1.6 Negotiate offers and terms of the Tenancy between Landlord and Tenant. Unless otherwise agreed, the rent quoted to a prospective Tenant by Knight Edmonds on the Landlord's behalf will be inclusive of all outgoings for which the Landlord is responsible (i.e. ground rent, service charges etc.) with the exception of gas, electricity, water, telephone, sewerage charges and fuel oil where there is an independent oil-fired heating system. Any rent will not include reference to Council tax or similar levy.

1.7 Obtain and evaluate references by a licensed credit-referencing agency and confirm the outcome to both Landlord and Tenant.

1.8 Maintain accurate and up to date records of all events relating to the management of the property.

1.9 To keep accounts for not less than six years.

1.10 Have adequate Professional Indemnity Insurance and be protected by Client Money Protection which safeguards client monies from any misappropriations of funds or claims of bankruptcy.

1.11 Act on behalf of the Landlord as their Agent in all matters appertaining to the management and letting of the property (relative to the chosen service level). Knight Edmonds will follow the Landlord's lawful instructions and in the absence of such instructions, act in a manner as Knight Edmonds considers to be most appropriate.

1.12 Notify the Landlord of any breach of the Tenancy Agreement when aware.

1.13 Potentially offer the following services to potential Tenants and Buyers of the property: Estate Agency Services: Credit Brokerage (within the meaning of the Consumer Credit Act 1974) in particular the arrangement of mortgages, advice on and sale of investment (as defined in the Financial Service and Markets Act 2000), arrangement of home contents and general insurance, survey and valuation services, conveyancing and alternative providers of utility services.

1.14 At times attend applications for fair rent or any other court or tribunal, such appointments will be by special arrangement only and will incur charges (see Schedule of Fees).

1.15 Not accept liability for any damage caused, or any theft from the property or any loss of rental, occurring during any period when the property is vacant or occupied.

2.0 LEGAL DOCUMENTS

2.1 Although Knight Edmonds documents are reviewed and updated regularly, Knight Edmonds are not solicitors and cannot advise on legal technicalities. The Landlord should consult a solicitor if further information is required about the rights and obligations of a Landlord.

2.2 The Tenancy Agreement, Notices and other standard documents must be provided by Knight Edmonds. Draft copies are available on request.

2.3 Any additional clauses required must be fair, reasonable and requested in writing. If considered appropriate by Knight Edmonds and agreed by the Tenant, these will be added to the Special Conditions. Where a Head Lease exists, a copy must be provided to Knight Edmonds to include with the Tenancy Agreement to ensure the Tenants also comply with any conditions stated therein.

2.4 Prepare and execute Tenancy Agreements and Notices, as appropriate, in accordance with the relevant Housing Acts.

2.5 Knight Edmonds and its employees are authorised to sign any Tenancy Agreement, notices and Prescribed Information on the Landlord's behalf.

2.6 Property Inventories covered in clauses 2.6, 2.7 & 2.8 are optional and an additional part of Knight Edmonds tenant find service. (see schedule of fees) .

2.7 Knight Edmonds will arrange and provide an Inventory and Schedule of Condition at the commencement of each Tenancy. Whilst every care is taken in instructing an independent company to act on behalf of the Landlord to compile this, Knight Edmonds cannot accept liability for any error or omission.

2.8 Knight Edmonds or their representatives will not be held responsible for or take an Inventory of any contents locked within a room or other storage area. The contents of lofts, sheds and outbuildings are not included in an Inventory. Should items be left in the property, this will be at the Landlord's own risk.

2.9 Knight Edmonds will use Legal for Landlords to notify all relevant utility companies, including council tax and water of the Tenancy, both at the onset and end of the Tenancy where consented to do so. This will often involve changing the provider of gas and electricity for the property. Where you do not provide your consent to this, the responsibility for notifying all relevant utility companies, provision of meter readings and changes in address remain the responsibility of the Landlord.

2.10 Rent processing and clauses 2.11 & 2.12 are not applicable to Knight Edmonds tenant find service.

2.11 Knight Edmonds will demand, receive and provide receipts for rent and any other payments at the time due as agreed and bank the same promptly. The Agent will request that the Tenant's payments are made by standing order mandate and the Tenant must administer this.

2.12 Knight Edmonds will send a statement of account to the Landlord following the collection of Rent.

2.13 Extensions and renewals and clauses 2.14 & 2.15 are optional and an additional part of Knight Edmonds tenant find service. (see schedule of fees).

2.14 Knight Edmonds will endeavour to contact the Landlord 3 months before the end of the Tenancy and make recommendations based on the performance of the Tenants. Knight Edmonds will suggest rental increases, where appropriate, based on current local market conditions. The Landlord will be required to confirm Agreement to the terms of the Extension / Renewal before the proposal is negotiated with the Tenant. Failure to confirm Agreement may result in the Tenancy becoming a Statutory Periodic Tenancy which has limited security for both the Tenant and Landlord. In the event of any agreed increase in rent, Management or Rent Collection fees will be calculated on the increased sum.

2.15 The renewal fees that apply are shown in our Schedule of Fees in these Terms & Conditions and can also be found on our website.

2.16 Knight Edmonds will register deposits within the Mydeposits protection scheme.

2.17 Knight Edmonds are a member of Mydeposits protection Scheme which is administered by:

Mydeposits, Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH Phone 0333 321 9401 Email info@mydeposits.co.uk Web www.mydeposits.co.uk

2.18 Where Knight Edmonds are instructed by the Landlord to hold the deposit, Knight Edmonds will hold this within the Mydeposits custodial scheme (This is mandatory in the case of Fully Managed or Rent Collection Services)

2.19 In the case of Tenant Find Services only, the Landlord can decide to hold the deposit. In such cases Knight Edmonds will arrange for the Tenant to pay the deposit directly to the Landlord. The Landlord must then register the deposit with a Tenancy Deposit Protection Scheme within 30 days of the commencement of the Tenancy if it is applicable with the Housing Act 2004.

2.20 Where a Tenancy is not applicable with the Housing Act 2004, for example, Non-Housing Act or Company Let Tenancies, the Deposit will be held as Agent for the Landlord.

2.21 Flatfair Limited ("Flatfair") provides deposit-replacement services (the "Flatfair Service") through www.flatfair.co.uk (the "Flatfair Portal").

2.22 Knight Edmonds uses Flatfair Limited to provide a Deposit replacement product (No Deposit). Flatfair's privacy policy can be found at <https://flatfair.co.uk/privacy-policy/>. In the event, you do not wish to accept potential tenants using the Flatfair No Deposit option please advise of this decision prior to marketing your property to let.

2.23 Where, following an introduction by Knight Edmonds the tenant purchases a Flatfair No Deposit, from Flatfair Limited, the Tenant maintains the No Deposit throughout the rental period in substitution of the Cash Deposit referred to in clauses 2.18 & 2.19

2.24 Knight Edmonds shall be entitled to receive a commission payable by Flatfair;

2.25. The Landlord accepts that the Flatfair No Deposit will be subject to the Flatfair terms and conditions, which will be provided to the Landlord by Flatfair is also available by contacting support@flatfair.co.uk; and

2.26 Knight Edmonds shall as soon as reasonably practicable inform the Landlord in the event the Flatfair No Deposit is cancelled, in which case Knight Edmonds shall, at the request of the Landlord, collect the Cash Deposit in full from the tenant.

CHECK OUT & DEPOSIT NEGOTIATION

3.0 Fully Managed Services include Knight Edmonds arranging a check-out appointment at the end of the Tenancy. The original Inventory and Schedule of Plight & Condition will be used to identify any issues. For Tenant Find and Rent Collection Services an extra charge will apply for this service, as detailed in our Schedule of Fees.

3.1 A summary of the check-out will be sent to both Landlord & Tenant together with the check-out report. Recommendations will be made, where appropriate, if there are any potential issues where a deduction from the deposit could be permissible.

3.2 Fully Managed Service only – Knight Edmonds will arrange estimates for work needed and will instruct contractors to carry out necessary work upon instruction from the Landlord. The Landlord will be required to pay for all works whilst the return of Deposit is negotiated or adjudicated by Mydeposits. The Landlord accepts the risk that the cost of works, in whole or in part, may not be recoverable from the Deposit.

3.3 Fully Managed & Rent Collection Services only – Knight Edmonds will negotiate the return of deposit between Landlord and Tenant, adhering to the terms of Mydeposits. If agreement cannot be reached, the case will be referred to Mydeposits for adjudication whose decision is final. Knight Edmonds will charge a fee where cases are referred for adjudication (see our schedule of fees) In the case of a Tenant Find service, the Landlord and Tenant will need to reach agreement between themselves.

3.4 The Deposit will be returned / apportioned upon receipt of written confirmation of agreement from both Landlord & Tenant or following adjudication by Mydeposits.

3.5 Knight Edmonds will endeavour to notify both parties of the required process and timeframes relating to deposit disputes, but cannot be held responsible if the Landlord fails to notify Knight Edmonds or Tenant of their intention to seek a deduction from the deposit within the timeframes advised. If the Landlord cannot be contacted, or fails to reply to correspondence, Knight Edmonds will endeavour to act on behalf of the Landlord (Fully Managed and Rent Collection Services only) and in their best interests by advising the Tenant if, in their opinion, any deductions should apply and by seeking their agreement to make any such deductions. Knight Edmonds cannot accept responsibility should the Landlord subsequently make contact and consider any agreed deduction to be insufficient.

ROUTINE VISITS (Fully Managed Service Only)

4.0 Knight Edmonds will arrange a visit to carry out a visual inspection of the interior of the property at least once during the Tenancy term (maximum of 2 per year), subject to the Tenants cooperation. In the event of difficulties in gaining access, Knight Edmonds will inform the Landlord but cannot be held responsible for any resulting delay. For Rent Collection and Tenant Introduction Services an additional charge will apply for this service as detailed in our Schedule of Fees.

4.1 Should the Tenancy become a Statutory Periodic (month by month) Tenancy, routine visits will be undertaken twice annually. Additional visits will be charged as detailed in our Schedule of Fees.

4.2 A visit letter will be produced and sent to the Landlord with a copy of the visit report. Should Knight Edmonds discover any obvious breach of the Tenancy Agreement this will be advised in the letter.

4.3 Knight Edmonds cannot take responsibility for notifying any hidden or difficult to identify breaches in the Tenancy Agreement. Knight Edmonds are not required or qualified to investigate or establish the cause of any reported or identified problem.

4.4 Knight Edmonds is not responsible for any visits to properties that have been vacated or are empty, except in the course of re-letting the property.

MAINTENANCE (Fully Managed Service Only)

5.0 Knight Edmonds will deal with the day-to-day management issues when notified by the Tenant.

5.1 Knight Edmonds will advise the Landlord of the any maintenance issue/s, take instructions and progress via contractors who are authorised and referenced by Knight Edmonds.

5.2 Knight Edmonds will not attend or supervise any works carried out at the property.

5.3 Should the Landlord require quotations for major works, these can be obtained from Knight Edmonds approved contractors. Please note that some contractors charge for the provision of quotations.

5.4 Knight Edmonds will apply any additional charges to the Landlord for organising and administering maintenance works required at the property. (see our schedule of fees).

5.6 If Knight Edmonds are holding sufficient funds on account relating to the property, we will arrange for any necessary repair works to be carried out promptly, providing the cost does not exceed £250.00. In the event that the cost is likely to exceed £250.00, Knight Edmonds will not routinely instruct works to be carried out without prior permission from the Landlord. However, in the event of essential or urgent repairs, Knight Edmonds retains the right to commence works immediately and recover the cost from either the rent account or separately if necessary.

5.7 When instructing a contractor Knight Edmonds must be in receipt of sufficient funds to settle the resulting invoice. Therefore, unless we hold sufficient funds on account to cover the full cost of the work, the Landlord will need to forward payment to us in advance. Our preference is to hold a minimum of £250.00 on account as a management reserve to be used in respect of the above, rather than request payment from you each time work is needed.

5.8 Knight Edmonds will advise the Landlord of the regulations concerning disrepair and the consequences of non-adherence.

5.9 In the event that the Landlord would prefer works to be carried out by their own contractors who are not known to Knight Edmonds, we will require the following: Evidence of the contractor's Professional Indemnity Insurance must be supplied to be held on file. If the work relates to the gas or electrical installation or the work is considered as 'notifiable' under Part P of the Building Regulations, the contractor's accreditation must also be supplied to be held on file. If the Landlord's Contractor is not able to supply such confirmations, Knight Edmonds will instruct an approved Contractor on behalf of the Landlord.

MISCELLANEOUS AGENT OBLIGATIONS

6.0 Knight Edmonds reserves the right to vary its Schedule of Fees to Landlords and this could be during the course of a Tenancy. The Landlord will be notified of any fee increases a minimum of 3 months before they take effect and increases will coincide with the renewal of an existing Tenancy or the commencement of a new Tenancy. If the Tenancy is a Statutory Periodic (month by month) Tenancy, the fee change will take effect 3 months after notification.

6.1 If the Landlord does not agree to the proposed fee change, a minimum of 3 months written notice must be provided to terminate this Agreement at the end of the current Tenancy period.

6.2 If rent and legal protection costs change, Knight Edmonds will notify the Landlord as soon as possible and at least 28 days before the new charge is applied.

DATA PROTECTION REGULATIONS 2018

7.0 The data you provide to us will only be processed and/or shared; a) To comply with our legal obligations b) In order for us to effectively perform this Agreement on your behalf c) In order to assist you with relevant, associated services necessary to achieve your aims and/or d) If you have provided us with your verbal or written consent. For further information, please refer to the Privacy Policy on our website.

7.1.1 Further to the General Data Protection Regulations 2018, Landlords who receive personal information relating to their tenants by email are required to register with the Information Commissioners Office (ICO) as they are deemed to be data processors. Landlords who are not already registered with the ICO can do so at: <https://ico.org.uk/registration/new> Registration must be renewed annually. We are unable to register on your behalf and cannot accept liability for any action taken against you by the ICO if you do not register with them.

There may be occasions during the course of business when it will be necessary for us to share your information with third parties such as tenants, contractors, utility companies, local authorities or other service providers we use to fulfil legal obligations on your behalf. For more information please refer to our privacy policy which can be found at: <https://www.knightedmonds.co.uk/privacy-policy/>

7.2 Immigration Act 2014. It is the Landlords responsibility to ensure that their Tenant and any other adults occupying the property, have the right to rent in England. Prior to granting a Tenancy Knight Edmonds will complete 'right to rent' checks on behalf of the Landlord. Checks will be undertaken on all known adults who will occupy the property. A Tenancy will not be permitted to begin unless satisfactory checks have been completed. Should any applicant be found to have a limited right to reside in the UK, Knight Edmonds will undertake further checks either; before 12 months from the initial checks; or prior to the expiry of the Applicants visa, whichever is sooner (Fully Managed & Rent Collection Services only). Tenant Find Only Landlords will be responsible rechecking as required during the Tenancy. We can undertake these checks for you if you so instruct (see Schedule of Fees)

LANDLORD OBLIGATIONS

8.0 By signing our Terms of Business, the Landlord confirms that they are the Registered Owner of the Property. In the event that they are acting in accordance with a power of attorney or in any other lawful third party capacity, written evidence must be provided at the point of instruction. If the ownership of the property is unclear and the Landlord is not able to provide acceptable supporting documentation Knight Edmonds reserves the right to undertake further checks to establish ownership, for example by way of a Land Registry Search, the cost of these checks will be passed to the Landlord. (see our schedule of fees)

8.1 By signing our Terms of Business, the Landlord confirms their Agreement for Knight Edmonds to sign any Tenancy Agreements, notices or prescribed information on their behalf.

8.2 The Landlord must settle all closing accounts for utilities relating to the property, including, but not limited to council tax, water, gas, electricity, telephone, television and internet services.

8.3 The Landlord should instruct a mail redirection service if it is likely that mail addressed to the Landlord will be sent to the rental property.

CONSENTS:

The Landlord should notify all relevant parties of their intention to let the property. This may include, but is not limited to:

8.0 Insurance: The Landlord must ensure that they have adequate cover and should advise their buildings and contents insurance company of their intention to let the property and notify them whenever the property is unoccupied. Many policies do not automatically provide cover in these circumstances and therefore cover may be subject to payment of an additional premium or require a new policy altogether.

8.1 Consent to Let on Leasehold Property: In the case of leasehold properties, the Landlord must check their lease for any clauses or restrictions relating to renting and obtain any necessary consent prior to offering the property for rent. Please note that some Freeholders will charge the Landlord an administration fee for granting such consent. For the head lease to be binding on the tenants it should be provided to them before a Tenancy Agreement is signed. If you do not provide a copy to the tenants you will be responsible for any breaches of the head lease. Please be aware of any restrictive covenants in the head lease, for example: no pets or no parking of commercial vehicles, when accepting an offer of a Tenancy.

8.2 Mortgage Consent: Where the Property is subject to a mortgage, the Landlord must obtain consent from the mortgage lender before offering it for rent and should be prepared to provide evidence of this to Knight Edmonds on request. Failure to do so may prejudice the Tenancy. Any rent paid in advance by the Tenant will not be paid to the Landlord without providing proof of consent to let together with a mortgage statement from the lender showing that mortgage payments are up to date.

8.3 Houses of Multiple Occupation (HMO's) & Private Rental Licensing Schemes: It is a legal requirement for Landlords to apply to the appropriate Local Authority for a licence if the rental Property is intended to be used as an HMO. Local Authority definitions, requirements and enforcement vary and the Landlord is responsible for checking the exact position and confirming the specific requirements for renting their property. As a general guide, an HMO is defined as a property with 5 or more people, forming 2 or more Households which share basic amenities. It may be necessary for the Landlord to obtain Planning Permission from C3 use (single or family occupation) to C4 use (multiple occupancy), depending on

the number of occupants in the property and their relationships. This should be taken into account before accepting offers from multiple occupants, as retrospective permission may be refused.

The Landlord is responsible for establishing if the rental property is subject to a Private Rental Licensing Scheme (also known as Selective Licensing Scheme) and for submitting the relevant paperwork and paying the associated fee to the Local Authority.

8.4 Safety Regulations: The Landlord must ensure that they are aware of and comply with the following regulations and obligations for the property to be let in a safe condition:

8.5 Fittings & Equipment: The Landlord must ensure that all equipment included, electrical or otherwise, is fully operational and safe for use prior to the commencement of the Tenancy and should provide instruction manuals to ensure correct and safe use.

8.6 The Landlord must ensure that the property, including any exterior areas, are cleaned and cleared to a professional standard prior to the commencement of the Tenancy.

8.7 Furniture and Furnishings: Any furniture supplied must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988, as amended in 1999.

8.8 Gas Safety Regulation: Gas equipment and appliances must comply with the Gas Safety (Installation and Use) Regulations 1994, as amended in 1998, and must be inspected annually by a qualified Gas Safe registered gas engineer. A valid Landlord Gas Safety Record must be provided by the Landlord to the Tenant and Knight Edmonds at the commencement of the Tenancy and upon the expiry of an existing certificate, a renewed Landlord Gas Safety Record must be provided to the Tenant and Knight Edmonds (Fully Managed & Rent Collection Services) or to the Tenant for a Tenant Introduction Service. Any work undertaken on the Gas System and Appliances must be carried out by an appropriately qualified Gas Safe registered engineer. A record of the work must be provided to Knights Edmonds (Fully Managed & Rent Collection Services) or to the Tenant for Tenant Introduction Service.

8.9 Electrical Regulations: The Landlord has an obligation to ensure that the fixed wiring and all electrical appliances supplied are safe. The Landlord agrees to ensure that the electric system (wiring and appliances) are safe for use in accordance with the Electrical Equipment (Safety) Regulations 1994, The Plugs & Sockets etc (Safety) Regulations 1994, Electricity at Work Regulations 1989, Part P of the Building Regulations 2005, The Electrical Equipment (Safety) Regulations 2016. The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require that tenancies commencing, renewing or continuing as statutory periodic tenancies from 1st July 2020 have a valid Electrical Installation Condition Report, with all remaining tenancies meeting the same requirement from 1st April 2021.

8.10 Energy Performance Certificates (EPC): An EPC will be required by hard copy or electronic link prior to marketing. The Landlord is obliged to allow the Tenants to have improvement work carried out that is available to them under the 'Green Deal' or other energy efficiency scheme. Minimum Energy Efficiency Regulations mean it is not permitted to commence or renew a tenancy where the property has an EPC rating of F or G unless a valid exemption has been obtained.

8.11 Legionnaires' Disease: The Landlord has an obligation to risk assess the Property for the likelihood of the production and dispersal of legionella bacteria. Written evidence of the risk assessment should be retained and where a risk is identified, action must be taken to minimise and manage the risk. For more information visit:
<http://www.hse.gov.uk/legionnaires/>

8.12 The Smoke & Carbon Monoxide Alarm (England) Regulations 2015: Every rental property is required to have a working Smoke Alarm on each floor of the Property at the commencement of the Tenancy and a working Carbon Monoxide Detector in each room containing a solid fuel burning combustion appliance or facility. Detectors must be fitted as per manufacturer's instructions.

8.13 KEYS The Landlord must provide Knight Edmonds with keys to access the Property on the commencement of marketing, together with any relevant code or fobs for security systems.

8.14 Prior To Commencement Of The Tenancy The Landlord must provide Knight Edmonds with a full set of keys to hold during the tenancy, including windows, outbuildings and any other lockable area and to ensure the same are left in the Property for the Tenants' use. (Fully Managed & Rent Collection Service)

8.15 The Landlord must provide Knight Edmonds with an additional set of access keys for each Tenant moving into the Property.

8.16 Should we not be in receipt of sufficient key sets 24 hours prior to the commencement of the Tenancy, we will arrange for keys to be cut and the cost will be charged to your rent account as per our Schedule of Fees.

8.17 Taxes Management Act 1970, s19, Finance Acts 1994-95: The Landlord is responsible for notifying HMRC of a Tenancy. Knight Edmonds is obligated to supply HMRC, on request, with the details of rent and other payments arising from rental property to which Knight Edmonds is aware in the course of their duty. Where the Landlord resides abroad or serves in the Armed Services, the Commissioners for HMRC will hold Knight Edmonds responsible for the payment of any tax liability arising from rent collected by Knight Edmonds on the Landlord's behalf, unless an Exemption Certificate is provided by HMRC in accordance with the Finance Act 1995. Where no exemption has been agreed, Knight Edmonds is legally bound to deduct tax at the appropriate rate and hold it to the landlords credit until the taxation liability has been agreed, or until the end of the current tax year when we are obligated to pay all deductions over to HMRC. The Landlord indemnifies Knight Edmonds or Tenant (in the case of a Tenant Introduction Service) against all payment of such tax, interest thereon or penalties levied on or made by Knight Edmonds, and the costs of dealing with same. The Landlord shall pay Knight Edmonds any shortfall of such monies together with interest at 3% above Bank of England base rate calculated on a daily basis from the due date of payment by Knight Edmonds until reimbursement is fully made.

Payment of Fees

9.0 The Landlord shall be liable to pay Knight Edmonds fees in accordance with the Terms and Conditions of this Agreement.

9.1 Our fees are due for the entire period during which a Tenant introduced by Knight Edmonds occupies the Property or any other premises owned by the Landlord.

9.2 Fees will be deducted from rental payments made by the Tenants unless it is necessary to invoice the Landlord separately. In such cases, fees are due for payment within 7 days of the invoice date.

9.3 All other costs incurred by Knight Edmonds on behalf the Landlord are payable immediately on Knight Edmonds notifying the Landlord of the amount due.

9.4 Set-up, renewal, administration and rental commission fees will be deducted by Knight Edmonds from the rental payments due to the Landlord. If the Landlord opts for us to provide Rent & Legal Protection Insurance, an additional charge will be applied at the start of the tenancy and your interest in our policy will be noted (see our schedule of fees)

9.5 When Knight Edmonds find a Tenant that is accepted by the Landlord (or on the Landlords behalf), Knight Edmonds non-refundable fees will be charged on commencement of the Tenancy, in accordance with these Terms and Conditions.

9.6 Should the Landlord withdraw from a prospective Tenancy for which satisfactory references have been obtained Knight Edmonds administration fee will become payable by the Landlord to cover the costs incurred by Knight Edmonds (see Schedule of Fees).

9.7 Upon any extension or renewal of a Tenancy, an administration fee will be payable by the Landlord to Knight Edmonds as stated in our Schedule of Fees.

9.8 Rental payments will be made, following the deduction of fees, via a bank transfer system. The Landlord is therefore required to supply bank details upon request prior to the commencement of the Tenancy.

9.9 The Landlord agrees to respond promptly and provide instructions where necessary, to any correspondence or request from Knight Edmonds.

9.10 The Landlord agrees to comply with all reasonable requests in order for the Tenancy to be conducted in a lawful manner.

9.11 Indemnity: The Landlord will indemnify and keep indemnified Knight Edmonds from and against any and all loss, damage or liability (whether criminal or civil suffered) and legal fees and costs incurred by Knight Edmonds in the course of conducting the management of the Property and resulting from:

a) Any acts of neglect or default by the Landlord, their employees or licensees.

b) Any successful third-party claim in respect of any matter arising from the management of the Property provided that such liability has not been incurred through any material default by Knight Edmonds in carrying out the terms of the Agreement.

9.12 Stamp Duty: The Landlord is obligated to comply with all prevailing regulations.

MISCELLANEOUS TERMS AND CONDITIONS

10.1 All Agreements on the part of either of the parties, which comprise more than one person or entity, shall be joint and several. References to the singular shall also apply to the plural and the plural to the singular.

10.2 This Agreement and all rights under it may be assigned and transferred by the Landlord following written instruction.

10.3 Sole Agency Agreement

Knight Edmonds will be sole Agents for an initial period of six weeks from the date of this Agreement, after which the sole-agency will continue unless terminated by either party giving 14 days' written notice to end the Agreement on expiry of the initial term or at some later date. During the period of our sole agency you agree not to instruct any other Agent to market the property otherwise you will incur an additional fee (see appendix to Schedule of Fees). Should you wish to change the Agreement to a multi- agency Agreement at the end of the six week period or later, then the same 14 days' written notice is required and our multi-agency terms will apply thereafter. You will be liable to pay remuneration to us, in addition to any other costs or charges agreed if, at any time, the Property is rented to a Tenant introduced by us during the period of our sole agency or with whom we had negotiations about the Property during that period, or with a Tenant introduced by another Agent during that period. This will include any referral an introduced party may make to a relative, friend or associate which results in an agreed Tenancy.

10.4 Multi-Agency Agreement

Knight Edmonds will be marketing Agents from the date of this Agreement. This Agreement can be terminated by either party giving 14 days' written notice. You may instruct other Agents to market the property during the period of our multi-agency Agreement. You will be liable to pay our fee, in addition to any other costs or charges agreed in writing, if at any time the Property is rented to a Tenant introduced by us during the period of our multi-agency or with whom we had negotiations about the property during that period. This will include any referral an introduced party may make to a relative, friend or associate which results in an agreed Tenancy.

In the event that you rent the property privately during our agency period, you agree to supply us with the name and address of the Tenant.

Fees Connected with changes to Services during the Tenancy period. All Fully Managed fees remain payable for the entire duration of a Fixed Term Tenancy period. Should you wish to terminate your Fully Managed or Rent Collection Services before the end of a Fixed Term Tenancy period, three month's written notice from the next rent due date is required to change to a Tenant Find Service and the following charges will apply:

11.0 Termination Fee: Equal to the balance of Fully Managed or Rent Collection fees due for the remainder of the Fixed Term Tenancy period. This fee will include the preparation of a new Tenant Find Tenancy Agreement and arranging for the Tenants deposit to be transferred to the Landlord, should this be requested by the Landlord and agreed in writing by the Tenants.

11.1 Should you wish to change from a Fully Managed service to a Rent Collection service, a minimum of one months' notice must be provided to the Agent to coincide with the end of a Fixed Term Tenancy. Should the Tenancy be a Statutory Periodic Tenancy, a minimum of two months' notice must be given in line with the rent due dates to change the service.

11.2 Should you wish to terminate our service without penalty, a minimum of 3 months' notice must be provided to Knight Edmonds to terminate our service to coincide with the end of a Fixed Term Tenancy.

Should the Tenancy be a Statutory Periodic Tenancy, the same 3 months' notice period must be provided to terminate our service in line with the rent due dates. If notice has been provided to terminate a Statutory Periodic Tenancy, our monthly fees for Management services will cease at the end of the Tenancy. If any additional services are required thereafter, these will be charged in accordance with our Schedule of Fees.

11.3 The Agent may give 3 month's written notice to the Landlord to terminate this Agreement at the end of a Fixed Term Tenancy or from the rent due date of a Statutory Periodic Tenancy. However, if any term or condition of this Agreement or statutory obligation is breached by the Landlord or any act or omission renders the Agent's duties of managing the property impractical or impossible, Knight Edmonds may terminate this Agreement with immediate effect.

11.4 Should you decide to sell the rental Property whilst still in contract with us, you should contact us in writing so that we can best advise you with regard to the remaining term of the Tenancy. This will reduce the risk of you incurring any penalties relating to this and/or the early termination of our management service. We offer our customers a free market appraisal to ensure you achieve the very best possible price.

11.5 Maximising Your Investment: Should you decide to sell the rental Property at any time, it would greatly benefit you to notify us prior to placing the Property on the market or entering into negotiations with any potential Purchaser, including your Tenant. Our professional sales team and experienced negotiators can ensure that you are selling your Property for the best possible price in the current market. We also offer additional services to save your time and reduce stress, such as monitoring and coordinating your sale through to completion. These individual or combined service options are available by way of a separate sales contract to be agreed with you.

11.6 We aim to process rental payments as soon as administratively possible. Payments will be made via bacs transfer no later than 3 working days from receipt of rent from the Tenant and should arrive in your bank account no longer than 3 working days later, subject to the clearing process. Rental payments can only be made as and when they have been received from the Tenant/s unless you have opted for rent and legal protection:

11.7 Rent and Legal protection can be opted into to offer you peace of mind, by giving protection against non-payment of rent and to cover legal expenses in a claim for possession. If you opt for this service the Agent will take out an insurance policy and note the Landlord as having an interest in our policy. Rent and Legal protection is charged in addition to your Fully managed or Rent Collection fee (See our schedule of fees).

Provision of Rent and Legal Protection Insurance is subject to Tenants being deemed acceptable by Legal for Landlords under their referencing criteria, having been referenced for the full amount of rent and rent payments are made monthly, which will be confirmed once the referencing outcome is known.

Rent and Legal Protection payments will be made following a successful claim to the insurers in their with their terms and conditions a copy of which will be made available should you subscribe to the service.

By opting in you understand that you are not purchasing an insurance policy, but have an interest in the Agents policy, meaning you have no automatic rights under the policy.

11.8 In the event of rent being paid in advance for the full rental term, Knight Edmonds the Agent may forward these funds to the Landlord if requested, less any fees due, subject to the following criteria: A management reserve equal to one month's rent will be held by the Agent (Fully Managed Service Only) and a valid current mortgage statement is provided showing no arrears; if the Property is not mortgaged, documentation to prove unencumbered ownership must be provided, (e.g. Land registry documentation or solicitors letter). If the Landlord is unable to provide satisfactory verification, the Tenant will need to confirm in writing that they consent to the payment in advance being transferred to the Landlord. If

neither option can be agreed, the Agent will hold the funds and pay the Landlord monthly in accordance with our standard payment procedure (Fully Managed & Rent Collection Services).

12.0 Complaints

a) Knight Edmonds complaints procedure can be obtained <https://knightedmonds.co.uk/complaints-procedure>

B) Knight Edmonds are members of The Property Ombudsman consumer redress scheme. More information can be found at www.tpos.co.uk

I would like Knight Edmonds to arrange an Energy Performance Certificate (£96inc VAT)

I would like Knight Edmonds to arrange the gas safety certificate (£72inc VAT)

I would like Knight Edmonds to arrange the electrical installation condition report (£150inc VAT)

I would like to benefit from Rent & Legal Protection Insurance as detailed in clause 11.7?

I would like to offer to any prospective tenant Flatfair deposit replacement as detailed in clauses 2.21 through 2.26?

Ms Natalie Barrett

Ms Natalie Barrett

Signature:

Date:

N Barrett

7/5/2026

Victoria Whitlock

Agent, on behalf of Knight Edmonds

Signature:

Date:

[Signature]

7/5/2026

Sent Code 09-01-27.
A/c 00530790.