

**Brettsletts LLP - The Virtual Letting Co.**  
**Terms & Conditions for Letting**

<b>Landlord Details:</b>	<b>Title:</b>	<b>Name:</b>		
	<b>Address:</b>			
	<b>Tel:</b>	<b>Home:</b>	<b>Mob:</b>	<b>Work:</b>
	<b>E-Mail:</b>			
	<b>Fax:</b>			

<b>Property Address:</b>			
	<b>Proposed Rental £:</b>	<b>Per Week / Per Month*</b>	<b>Commencing:</b>

<b>Period of Tenancy:</b>	<b>6 Month</b>		<b>12 Month</b>		<b>Other</b>	
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<b>Services:</b>		✓
	<b>Advertising the Property Nationally for Letting</b>	
	<b>Arranging viewings with prospective Tenants</b>	
	<b>Preparation of an assured shorthold tenancy agreement</b>	
	<b>Taking up Tenants' references and carrying out appropriate credit checks</b>	
	<b>Preparation of a full and detailed inventory</b>	
	<b>Collecting rent from the Tenant</b>	
	<b>Registration of a deposit under an approved Tenants' Deposit Scheme</b>	
	<b>Provision of regular statements giving details of rents received and payments made.</b>	
	<b>Check Tenants in/out at start and end of each tenancy</b>	
	<b>Notify all Utilities of change of occupancy and meter readings</b>	

<b>Additional Conditions (if any):</b>	
<b>Fee:</b>	<b>10% of monthly rent</b>

Brettsletts LLP will act as agent for the above mentioned Property in accordance with the Terms & Conditions set out below. The Landlord's attention is, in particular, drawn to Condition 3.2 (repairs) and Condition 6.6 (limitation of liability).

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<b>Acceptance of agreement by Landlord:</b>		
<b>I/We* acknowledge &amp; understand the terms &amp; conditions set out here within.</b>		
<b>Signed:</b>	<b>Print Name:</b>	<b>Date:</b>

<b>For &amp; on behalf of Brettsletts LLP:</b>		
<b>Signed:</b>	<b>Print Name:</b>	<b>Date:</b>

**\*Delete as applicable**

**The provisions set out below shall constitute the Agency Agreement between the Agent and the Landlord**

**1. Definitions**

1.1 In these conditions:

- (a) **“the Agent”** means Brettsletts LLP (registered number is: OC323537) whose registered office is at 11 Murray Street Camden Town London NW1 9RE).
- (b) **“the Conditions”** means the Agent’s standard terms and conditions set out in this document including any additional condition specified above and any further terms and conditions agreed in writing between the Agent and the Landlord
- (c) **“the Contract”** means the contract for the provision of the Services
- (d) **“the Fee”** means the fee payable to the Agent for supplying the Services calculated as set out above
- (e) **“the Lettings”** means the business of the Agent in letting the property
- (f) **“the Landlord”** means the person or persons whose name(s) appear above
- (g) **“the Property”** means the property at the address set out above
- (h) **“the Tenancy”** means the entire period the Tenant remains in occupation of the Property
- (f) **“the Tenant”** means the person or persons the Agent procures to rent the Property or introduces to the Landlord for the purposes of renting the Property
- (g) **“the Services”** means the services to be provided by the Agent to the Landlord as set out above together with any additional services which the Agent agrees to provide to the Landlord which may be the subject of an additional charge

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**2. Supply of Services**

- 2.1 The Landlord hereby appoints the Agent to be its agent for the purpose of letting the Property and supplying the Services in accordance with the Contract subject to the Agent's acceptance of these Conditions duly returned and signed by the Landlord.
- 2.2 The Landlord hereby authorises the Agent to act for them as agent in their name and on their behalf at the Landlord's expense and to ratify anything done by the Agent in the Landlord's name.
- 2.3 The Agent shall have no responsibility to any person other than the Landlord (including but not limited to the Tenant).
- 2.4 No variation of the Conditions shall be binding unless agreed in writing by a duly authorised officer of the Agent.
- 2.5 The Agent may at any time without notifying the Landlord make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services.
- 2.6 The Agent shall be entitled to terminate the Contract by giving the Landlord no less than 28 days notice in writing at any time. The Landlord shall only be entitled to terminate the Contract by giving the Agent not less than 28 days notice to expire on or after the expiry of the Tenancy.

**3. Obligations of the Agent**

- 3.1 The Agent shall supply the Services with reasonable skill and care.
- 3.2 Unless the Landlord and the Agent agree otherwise in writing the Agent shall be authorised to arrange for the replacement, renewal or repair of any equipment or fixtures and fittings at the Property, generally up to the value of £350.00 or, in the event of an emergency, without limitation.
- 3.3 If the Agent considers legal action is necessary to recover any sums due or for taking possession of the Property, it will advise the Landlord and shall, if so requested by the Landlord (and at the Landlord's cost), instruct solicitors on behalf of the Landlord to serve a statutory notice requesting possession of the Property. The Agent shall not be under any further obligation to take further actions in relation to possession of the Property on the Landlord's behalf.

**4. Fees**

- 4.1 The Agent shall charge the Fee monthly in arrears to the Landlord and shall be authorised to deduct the Fee from the rent it receives on behalf of the Landlord. It is acknowledged by the Landlord that the Fee shall be due and payable to the Agent on each rent day whether or not rent is paid by the Tenant and the Agent shall be entitled to charge a Fee during the entire duration of the Tenancy. Time for payment of the Fee shall be of the essence.
- 4.2 If the Landlord fails to make any payment on the due date then without prejudice to any right or remedy available to the Agent, the Agent shall be entitled to:
  - (a) cancel the Contract or suspend any further Services to the Landlord; or

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(b) charge the Landlord interest both before and after any judgment on the amount unpaid at the rate of 5% per annum above the base rate of the National Westminster Bank Plc from time to time until payment in full.

4.3 In addition to the Fee, the Agent shall be entitled to charge the Landlord additional sums in respect of any further services it is required to carry out and for any out of pocket expenses incurred on the Landlord's behalf (including but not limited to any fees required to register the Tenant's deposit).

**5. The Landlord's Obligations**

5.1 The Landlord shall:

(a) pay the Fee for the full term of the Tenancy (whether or not any Services are requested or supplied during the relevant period of the Tenancy); and

(b) maintain insurance in respect of the Property to its full value, including fixtures and fittings and shall comply with all conditions of such insurance policy; and

(c) indemnify the Agent against all damages, losses, liabilities and claims including legal fees and costs which it may incur whilst supplying the Services (including, but not limited to any losses arising as a result of the Landlord's breach of the Contract)

5.2 The Landlord shall not for a period of 6 months following the expiry of the Tenancy let or sell the Property to the Tenant or any other person about whom the Landlord became aware during the course of the supply of the Services by the Agent.

**6. Warranties and Liabilities**

6.1 The Landlord warrants to the Agent that they are the rightful owner of the Property and that they have full entitlement and power to enter into the Contract and Tenancy and have obtained any and all necessary consents to let the Property (including but not limited to consents from any mortgagee, insurer and head landlord).

6.2 Unless the Landlord has notified the Agent to the contrary in writing, the Landlord hereby confirms that all equipment and fixtures and fittings (including but not limited to electrical and gas appliances) within the Property are fully operational, properly serviced, and fully comply with all relevant statutory requirements applicable to such fixtures, fittings and equipment.

6.3 The Landlord shall comply with all of its obligations in respect of taxation on the rent received during the course of the Tenancy.

6.4 The Landlord warrants to the Agent that all information is supplied to the Agent about the Property (whether for the purposes of advertising the Property for letting or otherwise) is true and accurate in all respects.

6.5 The Agent will endeavour to perform the Services within the time agreed in writing with the Landlord or, if no time is agreed, within a reasonable time but it is acknowledged that such dates or times quoted for the performance of the Services are approximate only and the Agent shall not be liable for any loss or damage of any kind whatsoever caused directly or

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indirectly by any delay in the performance of the Services. Time for performance of the Services shall not be of the essence unless previously agreed by the Agent in writing.

- 6.6 The Agent accepts liability:
- (a) to the extent that it results in death or personal injury arising from the negligence of the Agent or its employees without limitation; and
  - (b) to the extent that it results in physical damage to or loss of the Landlord's tangible property as a result of one act or omission or a series of related acts or omissions up to the amount of £10,000.00; and
  - (c) in all other cases not falling within this clause 6.6 the Agent's total liability whether in contract, tort (including negligence) or otherwise under or in connection with the Contract will not in any event exceed the aggregate of all Fees received by the Agent in the calendar year in which such loss or liability arises. If the Landlord wishes to protect itself against any greater loss or expense it is hereby put on notice that it should put in place appropriate insurance.
- 6.7 The Landlord acknowledges that the Agent's obligations and liabilities in respect of the Contract are exhaustively defined in these Conditions. It is accepted that the Agent will not be liable for any indirect or consequential loss (including but not limited to loss of rent or loss of profit), damage, cost or expense of any kind.
- 6.8 It is accepted that the Agent shall not be liable to the Landlord or be deemed to be in breach the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services if the delay or failure was due to any course beyond the Agent's reasonable control.
- 6.9 The Agent shall not have any liability for any claim, unless it has been notified in writing with reasonable detail by the Landlord no later than 90 days (or such longer period as may be reasonable in the circumstances) after the date the Landlord became aware, or should have become aware, of the claimable event.

**7. General**

- 7.1 The Agent reserves the right to make changes to the Conditions by giving no less than 28 days notice in writing to the Landlord.
- 7.2 The Conditions and all other expresses terms of the Contract shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 7.3 The Agent may at any time sub-contract any element of the Services to a third party.
- 7.4 No waiver by the Agent of any breach of the Contract by the Landlord shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remaining provisions within the Conditions shall not be affected.