



AGENCY AGREEMENT

& CONFIRMATION OF INSTRUCTION FOR THE LETTING OF

PROPERTY: _____

BETWEEN

TOWN & COUNTRY PROPERTY SERVICES AND _____

TOWN & COUNTRY PROPERTY SERVICES AGENCY AGREEMENT

This Agreement is made between the person or persons named as Landlord on the signature page (the Landlord) and Cube Properties Ltd (company number 2902794), trading as Town & Country Property Services, whose registered office is Cornelius House, 178/180 Church Road, Hove, BN3 2DJ (the Agent).

The Agent agrees to act for the Landlord in relation to the Property identified on the cover and signature page. This Agreement sets out the letting and management services, the parties' responsibilities and the fees payable.

This is a legally binding contract governed by the law of England and Wales. The Landlord should take independent legal advice before signing if unsure about any obligation. The Agreement is intended to provide transparent pre-contract information under applicable consumer and services legislation, including the Provision of Services Regulations 2009 and, where applicable, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

We are members of 'Property Redress Scheme' with membership no. PRS011560

We are members of the SafeAgent Client Money Protection Scheme with membership no. A1441

Please contact steve@tandcpropertygroup.co.uk for any complaints in the first instance.

Our privacy notice can be found here; <https://www.tandcpropertygroup.co.uk/privacy-policy/>

MANAGEMENT SERVICE

Town and Country Property Services provides a property management service to owners wishing to let out their property. The standard fee for the management is taken as a percentage of the gross rent due for the period of the tenancy.

The Agent may make a change required by law or a minor administrative change by giving the Landlord reasonable written notice. Any change that materially alters the service, fees or the Landlord's rights or obligations requires the Landlord's written agreement. If the Landlord does not accept a material change, either party may terminate this Agreement under the termination clause.

The Management Service includes:

- Advising as to the likely rental income.
- Advertising and generally marketing the Property.
- Confirming interested applicants to the Landlord, negotiating proposed tenancies and, once instructed, submitting applicants to third-party referencing providers. Additional charges are shown in the Scale of Fees.
- Preparing the Agent's standard assured periodic tenancy agreement and any prescribed written tenancy information required by law. A different or bespoke agreement may require independent legal drafting at additional cost.
- Taking and handling any tenancy deposit in accordance with the Tenant Fees Act 2019, the Housing Act 2004 and the requirements of the selected government-approved tenancy deposit protection scheme.
- Collecting the rent monthly and paying over to the Landlord monthly less any fees or expenses due for the period. Payments will be made by direct bank transfer and a detailed rent statement will be forwarded to the Landlord.
- Arrange regular inspections of the Property and a full report provided, please refer to fees section for additional charges.
- Co-ordinating repairs and maintenance, including arranging contractors, obtaining estimates where appropriate, supervising instructed works and settling authorised invoices from rent received. Any commission or referral benefit retained by the Agent will be disclosed to the Landlord in writing, including its nature and calculation basis, before the relevant instruction is placed.
- Making payments on behalf of the Landlord from rents received for costs in managing the Property.
- Arranging an inventory and check-in/check-out service where instructed, and assisting with a proposed schedule of deposit deductions. Deposit deductions remain subject to tenant agreement, scheme adjudication or a court decision.

Additional services and expenses will be charged only as stated in the Scale of Fees or as otherwise quoted in writing and agreed by the Landlord before the work begins, except for reasonably necessary emergency expenditure authorised under this Agreement.

TERMS OF BUSINESS

GENERAL AUTHORITY

The Landlord confirms that they are the sole or joint legal owner of the Property, are entitled to let it and have obtained all mortgagee, superior landlord, insurer, licensing and other consents required. The Landlord confirms

that the Property is not subject to a statutory restriction on marketing, re-letting or occupation, including a restricted period arising after reliance on Ground 1 or Ground 1A under the Housing Act 1988 as amended by the Renters' Rights Act 2025, unless disclosed to the Agent in writing. The Landlord authorises the Agent to carry out the services selected in this Agreement and to handle any deposit in accordance with the chosen statutory scheme.

RENTERS' RIGHTS ACT, TENANCY STRUCTURE AND POSSESSION

The Landlord acknowledges that, from 1 May 2026, most private residential assured tenancies in England are assured periodic tenancies from the outset. Assured shorthold tenancies and fixed terms for assured tenancies have been abolished, and section 21 of the Housing Act 1988 is no longer available.

Any tenancy prepared by the Agent will reflect the law in force when it is entered into and will not contain an enforceable fixed end date for an assured tenancy.

In particular:

- There is no fixed end date for an assured periodic tenancy.
- The tenancy runs from one rent period to the next, usually monthly, and a rent period cannot exceed one month.
- The tenancy continues until it is ended by written agreement, by valid notice from the tenant, or after the Landlord obtains and enforces a possession order. A new tenancy may require up to two months' tenant notice, ending on a rent due day or the day before, unless a shorter period is agreed in writing.
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The Landlord accepts that possession may be sought only on a valid statutory ground under section 8 and Schedule 2 of the Housing Act 1988 (as amended), using the correct prescribed notice and procedure.

You acknowledge that your ability to recover possession is not guaranteed and may be delayed, restricted or prevented where:

- legal obligations have not been complied with;
- prescribed documents have not been correctly served;
- licensing or compliance requirements are not met;
- the incorrect statutory ground is relied upon;
- sufficient evidence is not available; or
- any current or future legislative requirements are not satisfied.

The Landlord acknowledges that some possession grounds impose restrictions after they are relied upon. In particular, reliance on Ground 1 or Ground 1A can prevent re-letting, licensing occupation or marketing the Property to let during the statutory restricted period. The Landlord must give the Agent accurate written instructions and comply with the restriction, which is generally 12 months from service of the notice or, if no notice was served, from commencement of the possession claim.

For an assured periodic tenancy, a rent increase must use the statutory section 13 process and prescribed Form 4A, give at least two months' notice, take effect no more than once in any 12-month period and not take effect in the first year of a new tenancy. The tenant may refer the proposed rent to the First-tier Tribunal.

Where you do not instruct us to manage the Property, you remain fully responsible for all aspects of tenancy management, including (but not limited to) tenancy conduct, rent reviews, service of notices, possession strategy, court proceedings, enforcement action and compliance with any insurance policy conditions.

The Agent is not responsible for delay or inability to obtain possession caused by legislation, court administration, a third party or inaccurate or late information from the Landlord. Nothing in this Agreement excludes liability for the Agent's own negligence, breach of contract, fraud, fraudulent misrepresentation or any liability that cannot lawfully be excluded.

MANDATORY RENTERS' RIGHTS ACT INSTRUCTIONS

The Agent will advertise a specific asking rent and will not ask for, encourage or accept an offer above that advertised rent. The Landlord must not instruct the Agent to operate a rental bidding process or accept rent above the published asking rent.

The Agent and Landlord must not make a prospective tenant less likely to rent because they have children or receive benefits, except where a statutory exception applies. The parties must also comply with the Equality Act 2010 and all other applicable discrimination law.

A tenant's written request to keep a pet must be considered fairly. The Landlord must give the Agent instructions in time for a written response within 28 days. Any refusal must have a fair reason. If further information is requested, the statutory extended response timing must be followed.

For a tenancy created on or after 1 May 2026, the Landlord authorises the Agent to give the prescribed written tenancy information before the tenancy is entered into. For a pre-1 May 2026 written tenancy, the Landlord

confirms that the Renters' Rights Act Information Sheet 2026 was given to every named tenant by 31 May 2026, unless a statutory exception applied; any late or transitional requirement must be addressed immediately.

PRS DATABASE, LANDLORD OMBUDSMAN AND PHASED REFORM

The Renters' Rights Act 2025 includes phased measures for a Private Rented Sector Database and a Private Rented Sector Landlord Ombudsman. The Landlord remains responsible for registration and compliance when each requirement applies, unless the Agent expressly agrees in writing to complete the relevant administration.

Where the Agent is instructed on a managed basis and the law permits the Agent to act, the Landlord authorises the Agent to make entries, upload documents, update records and communicate with the relevant body using information supplied by the Landlord. Any additional charge will be quoted in writing and agreed before the work begins.

The Agent may rely on information supplied by the Landlord unless it is obviously incorrect. The Landlord is responsible for loss arising from inaccurate, incomplete or late information they supply, except to the extent the loss is caused or contributed to by the Agent's negligence, breach of contract or unlawful act.

AGENT REGULATORY INFORMATION

The Agent must belong to an approved redress scheme. If the Agent holds client money, it must also belong to an approved client money protection scheme, operate an appropriate client account and display or provide the required membership certificate;

Cube Properties LTD is a member of 'Property Redress Scheme' with membership no. PRS011560

Cube Properties LTD is a part of the SafeAgent Client Money Protection Scheme with membership no. A1441

PRE-MARKETING COMPLIANCE AND DOCUMENTATION

We reserve the right to refuse to market, suspend marketing, or withdraw the Property from the market at any time where legal or regulatory compliance cannot be demonstrated to our reasonable satisfaction.

Before marketing commences, and at any time during our instruction where reasonably required, you must provide satisfactory evidence or confirmation of the following:

- identity and verification checks for all legal owners;
- proof of ownership of the Property; If such evidence is not provided within a reasonable timeframe, we reserve the right to obtain official title documentation or other verification at your cost.
- a valid address for service in England and Wales where required;
- a valid Energy Performance Certificate (EPC) and any applicable exemption documentation;
- compliance with smoke alarm and carbon monoxide alarm regulations;
- licensing status, including HMO or selective licensing, and any associated conditions;
- all necessary consents, including mortgage consent, leasehold consent and appropriate insurance cover;
- all material information relating to the Property, including any notices, restrictions, disputes, hazards, or previous or ongoing enforcement action which may affect the tenancy or a tenant's decision to rent.
- The Landlord must disclose every possession notice or claim affecting the Property and whether any statutory restricted period applies. If a tenancy ended after reliance on Ground 1 or Ground 1A, the Property must not be re-let, licensed for value or marketed to let during the applicable restricted period unless a statutory exception applies.
- The Landlord confirms that no such restriction applies unless disclosed to the Agent in writing. The Landlord is responsible for consequences of an inaccurate instruction, but only to the extent not caused or contributed to by the Agent's own negligence, breach of contract or unlawful act.

You acknowledge that we are entitled to rely on the accuracy and completeness of the information and documentation provided by you without further verification.

Where required information or documentation is not provided, is incomplete, or becomes invalid during the course of our instruction, we may suspend marketing, delay tenancy progression, or take such action as we consider necessary to ensure compliance, including acting in accordance with our authority under this Agreement.

SANCTIONS, IDENTITY AND COMPLIANCE CHECKS

We reserve the right to carry out identity, ownership and sanctions checks on all landlords and, where relevant, on tenants, guarantors and beneficial owners. These checks may be carried out using electronic verification systems and regulated third-party providers.

You agree to provide all documentation and information reasonably requested to enable us to complete these checks. If such checks cannot be completed to our satisfaction, we reserve the right to delay or refuse to act.

Where such checks are required by law, regulation, or our internal compliance procedures, they will be undertaken as part of our service. Any associated costs or charges for carrying out these checks will be payable by you as set out in our Fees and Charges Schedule.

You acknowledge that where we are required to report suspicious activity or suspend or cease an instruction in accordance with legal or regulatory obligations, we may do so without notice to you and without liability.

DATA PROTECTION AND CONFIDENTIALITY

Each party will comply with applicable UK data protection law. The Landlord authorises the Agent to process and share personal data where reasonably necessary to perform this Agreement, protect legitimate interests or comply with law, including sharing with applicants, tenants, guarantors, referencing providers, deposit schemes, contractors, insurers, utilities, councils, HMRC, regulators, courts and authorised legal representatives. Further information is provided in the Agent's privacy notice;

<https://www.tandcpropertygroup.co.uk/privacy-policy/>

LIABILITY FOR TENANT DEFAULT

The Agent does not guarantee payment of rent, tenant performance or recovery of legal costs unless a separate written guarantee or insurance policy expressly provides otherwise. This does not exclude liability where a loss is caused by the Agent's failure to exercise reasonable care and skill, breach of this Agreement or failure to follow the Landlord's lawful written instructions.

REASONABLE COSTS AND EXPENSES

The Landlord will reimburse reasonable and properly incurred costs, expenses and liabilities that the Agent incurs within its authority and on the Landlord's behalf. The Agent will provide supporting information on request. The Landlord must respond promptly where instructions are reasonably required.

Where the Landlord is a consumer and this Agreement is concluded at a distance or off the Agent's business premises, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give the Landlord a 14-day right to cancel. If the Landlord expressly requests the service to start during that period and later cancels, the Landlord must pay a proportionate amount for services supplied up to cancellation. The separate cancellation information and model form in this Agreement apply.

MAINTENANCE

The Landlord must provide the Property in a safe, clean and lettable condition and ensure that furniture and furnishings supplied comply with applicable fire-safety legislation. The Landlord must disclose known defects and ongoing maintenance issues. Subject to a retained maximum expenditure limit of £500 inclusive of VAT on any single item or repair, or another limit agreed in writing, the Agent may arrange reasonable maintenance required for the Property.

The retained maximum expenditure limit is the amount the Agent may spend on any one repair or maintenance item without first seeking further authority from the Landlord.

For expenditure above the agreed limit, the Agent will normally obtain written authority in advance. In an emergency, or where urgent work is reasonably required for safety, habitability or legal compliance and reasonable efforts have been made to contact the Landlord, the Agent may exceed the limit. The Agent may arrange annual gas safety checks and other inspections included in the selected service, with the cost charged to the Landlord.

The Agent will use reasonable care in selecting, instructing and administering contractors. A contractor normally contracts with the Landlord, and the Agent is not liable for the contractor's independent negligence or breach except to the extent that loss results from the Agent's own negligent selection, instruction or supervision, breach of contract or unlawful act.

NON-UK RESIDENT LANDLORDS

Where the Landlord's usual place of abode is outside the United Kingdom, the Agent must operate the Non-resident Landlords Scheme under sections 971 and 972 of the Income Tax Act 2007 and the Taxation of Income from Land (Non-residents) Regulations 1995. Unless HM Revenue & Customs has authorised the Agent in writing to pay rent gross, the Agent may deduct and account for tax as required. The Landlord is responsible for ensuring that any HMRC approval is delivered to the Agent.

COUNCIL TAX

Council tax will normally be the tenant's responsibility. The Landlord may be liable while the Property is empty, where the law treats the owner as liable, or where the Property is a house in multiple occupation for council-tax purposes. The Landlord remains responsible for checking the position for the Property.

SERVICES

The Agent will take meter readings where reasonably possible at each change of occupation and may notify electricity, gas and water suppliers of the readings and change of occupier. A supplier may require the new occupier to contact it directly. The Landlord must redirect their own mail and notify relevant organisations of their correspondence address.

INVENTORY

A detailed inventory and schedule of condition are important evidence for any deposit claim, although no deposit deduction is automatic. If instructed, the Agent will arrange an inventory with photographs at the charge shown in the Scale of Fees. The Landlord should not leave unusually valuable items without prior written agreement.

TENANCY AGREEMENT

The selected service includes preparation of the Agent's standard assured periodic tenancy agreement. The Landlord authorises the Agent to sign that agreement on the Landlord's behalf only after the material terms have been approved or otherwise fall within written parameters agreed with the Landlord.

NOTICES

Where included in the selected service and lawfully authorised, the Agent may serve routine statutory notices using the current prescribed form and notice period. The Agent does not conduct litigation or provide reserved legal services. Possession strategy, disputed notices and court proceedings will be referred to an authorised legal representative where appropriate.

TENANCY DEPOSITS

The Agent may take a refundable tenancy deposit within the cap imposed by the Tenant Fees Act 2019: normally no more than five weeks' rent where annual rent is below £50,000, or six weeks' rent where annual rent is £50,000 or more. No rent may be requested, encouraged or accepted before the tenancy agreement is signed by all parties. After signing and before the tenancy starts, the Agent may usually require no more than one month's rent, or up to 28 days' rent for a tenancy with shorter rent periods.

Any tenancy deposit received for an assured tenancy will be protected in a government-approved scheme within 30 days of receipt, and the prescribed information will be given within the same 30-day period, subject to the Housing Act 2004 and the scheme rules. The approved schemes include:

- The Deposit Protection Service (DPS)
- My Deposits
- Tenancy Deposit Scheme

The Agent currently uses the Tenancy Deposit Scheme (TDS) for deposits it is instructed to protect. The Agent may change to another government-approved scheme by giving the Landlord written notice and complying with all transfer requirements.

INSPECTIONS

All inspections are subject to a fee as set out in our Fees and Charges Schedule, regardless of service level.

Where inspections are carried out, they are visual tenancy management visits only and do not constitute structural surveys or expert reports. We report on the visible condition of the Property and any obvious issues at the time of inspection. We are not responsible for identifying concealed defects, latent issues, inaccessible areas, or any matters which a tenant does not permit us to inspect.

You acknowledge that inspections are dependent on access being granted by the tenant and may be limited by tenant cooperation or legal access restrictions.

Where inspections, visits or investigations are required by a local authority or other enforcement body, our attendance, correspondence, negotiation and provision of documentation on your behalf will be treated as a chargeable service unless expressly included within your agreed service level.

Where issues of damp, mould or condensation are reported, these must be addressed promptly. Where instructed, we may arrange an inspection, obtain readings, or instruct a specialist report where appropriate, all at your cost. Any advice or guidance provided to the tenant regarding ventilation, heating or lifestyle does not remove your legal responsibility to investigate and remedy the underlying cause where required by law.

You acknowledge that failure to address damp, mould or property condition issues may result in enforcement action, restrictions on possession, or other legal consequences, for which you remain responsible.

Inspection Opt-Out and Limitation of Liability

Where you choose not to instruct or proceed with periodic inspections, or decline our recommendation to carry out inspections, you acknowledge that you do so against our advice.

In such circumstances, we shall not be liable for any loss, damage, deterioration of the Property, breach of tenancy conditions, compliance issue, enforcement action, or reduction in recoverable deposit deductions arising from the absence of inspections.

You further acknowledge that inspections form an important part of tenancy management, and that failure to carry them out may limit the ability to identify issues at an early stage or to evidence condition for the purposes of dispute resolution.

TERMINATION

Termination of Agency Agreement. Either party may terminate this Agreement by giving three months' written notice. The parties may agree a shorter period in writing. Termination does not end an occupier's tenancy, does not affect accrued fees or liabilities, and is subject to an orderly handover of client money, records, keys and deposit responsibilities. No management commission is payable for periods after termination unless expressly stated and fairly due for work already performed.

Tenancy Agreement. An assured periodic tenancy has no fixed end date. The Landlord must tell the Agent promptly if possession may be required. The Agent will explain the available statutory process and, where necessary, recommend advice from an authorised legal representative. Possession cannot be guaranteed and the Landlord must not instruct the Agent to harass, unlawfully evict or otherwise bypass the statutory process.

SOLE LETTING RIGHTS

During the term of this Agency Agreement, the Landlord appoints the Agent as sole letting agent for the Property and will not instruct another letting agent without first terminating this Agreement. This clause does not create a post-termination commission right, except for fees properly accrued for work completed before termination or a tenancy concluded with an applicant introduced during the instruction where that fee is expressly identified in the Scale of Fees.

SAFETY REGULATIONS

WARNING: You should read and understand these obligations before signing overleaf.

Residential letting is regulated by a range of safety duties. The Landlord remains responsible for compliance and must provide the Agent with valid evidence before marketing or occupation. The principal requirements include:

- Gas Safety (Installation and Use) Regulations 1998 - annual gas safety checks by a Gas Safe registered engineer, records and timely provision to tenants where applicable.
- Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 - a valid satisfactory EICR at the required intervals and timely completion of remedial or investigative work.
- Portable electrical appliances supplied by the Landlord must be safe. Portable appliance testing is not a universal statutory requirement for every private letting, but periodic inspection or testing by a competent person may be a prudent way to evidence safety and may be required by licensing conditions or a risk assessment.
- Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended) - installation, testing at the start of a tenancy, and ongoing repair or replacement where required.
- Energy Performance of Buildings legislation and Minimum Energy Efficiency Standards (MEES) - a valid EPC and compliance with the applicable minimum rating or a registered exemption.
- Homes (Fitness for Human Habitation) Act 2018 and Housing Health and Safety Rating System duties, including damp and mould, excess cold, unsafe electrics, structural defects and other hazards.
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) for furniture supplied with the Property.
- Assessment and control of reasonably foreseeable legionella and water-hygiene risks.
- Asbestos identification and management duties where applicable.
- Other applicable safety and licensing requirements, including blind-cord, fire, chimney, flue and appliance safety.

The Landlord confirms awareness of these duties and will ensure that the Property is safe and legally compliant before and throughout any letting. Information supplied by the Agent is general compliance assistance and is not a substitute for specialist legal, tax, building or safety advice.

INSTRUCTIONS

Instructions about termination, possession, rent increases, major repairs, payments or other significant matters must be given in writing. The Agent may refuse an instruction that it reasonably believes is unlawful, misleading, discriminatory, unsafe or outside the Agent's authority.

INSURANCE

OPTIONAL RENT GUARANTEE AND LEGAL EXPENSES PROTECTION SERVICE

The Agent may offer the Landlord an optional Rent Guarantee and Legal Expenses Protection Service supported by a master policy underwritten by Devon Bay Insurance Company Limited, incorporated in Anguilla under company number A000001957 and authorised and regulated by the Anguilla Financial Services Commission under licence number CAP/522. Cube Properties Ltd trading as Town & Country Property Services is intended to be the sole policyholder. The Landlord and the Property will be recorded as an interested party and insured property respectively in the applicable protection confirmation.

The Landlord is not entering into or purchasing a separate contract of insurance and will not become a policyholder merely by selecting this service. The monthly charge is the fee for the service supplied by the Agent, which may include recording the Property under the master policy, administering qualifying notifications and claims, and accounting to the Landlord for benefits received in relation to the Property. The Landlord has no direct right to claim against the insurer unless the master policy or protection confirmation expressly provides otherwise.

The service is subject to the master policy remaining in force, the Property and tenancy satisfying all eligibility and referencing requirements, and compliance with all conditions, exclusions, limits, notification deadlines and claims procedures. Before the service starts, the Agent will provide a clear service summary and the relevant protection confirmation or equivalent evidence of inclusion. The service is not a guarantee by the Agent that every rent default, possession matter or legal expense will be paid.

The Agent will account to the Landlord for any sum payable under the service in accordance with the service summary and this Agreement. The Agent may replace or discontinue the supporting master policy on reasonable written notice, but this does not affect an accrued entitlement or exclude liability for the Agent's own breach of contract, negligence, fraud or other liability that cannot lawfully be excluded.

The Agent will offer this service only while it has retained written confirmation from the insurer, the United Kingdom arranging or administering firm, or a suitably qualified regulatory adviser that the proposed master-policy model and the activities undertaken by the Agent may lawfully be carried on without the Agent holding FCA authorisation, or while another valid regulatory status or exemption applies. The regulatory position must be reviewed if the policy structure, sales process, remuneration, claims role or rights given to landlords change.

Master Policy Number – LPGBTE235 – Devon Bay Insurance Company LTD

The Landlord must maintain buildings and contents insurance suitable for a tenanted property, disclose the letting to the insurer and comply with policy conditions. The Agent does not advise on insurance suitability unless separately authorised and regulated to do so.

BENEFITS AND OVERPAYMENTS

The Landlord will reimburse the Agent for any lawful recovery claim made against the Agent for an overpayment of housing-related benefit paid as rent, to the extent the overpayment was received for the Landlord and the claim was not caused by the Agent's negligence, breach of contract or failure to follow applicable rules. This obligation survives termination for the applicable statutory limitation period.

LEGAL PROCEEDINGS

The Agent may undertake reasonable non-legal arrears contact and report material default to the Landlord. Court proceedings, reserved legal activities and legal advice must be undertaken by a solicitor or other authorised person. The Landlord is responsible for appointing the legal representative and for legal fees. The Agent may make a referral or liaise administratively but will not conduct litigation unless separately authorised by law and expressly engaged to do so.

LETTING AND RENT COLLECTION SERVICE

Where the Landlord selects the Letting and Rent Collection Service, the fee is 12% inclusive of VAT of gross rent due while that service is provided, subject to any portfolio discount recorded in writing.

COMPLAINTS AND REDRESS

Complaints must be made in writing, with as much detail as possible, to steve@tandcpropertygroup.co.uk or to the Agent's registered address stated at the beginning of this Agreement. The Agent will acknowledge receipt within three working days. The office manager will investigate and send a formal written outcome within 15 working days of the acknowledgement. If the complainant remains dissatisfied, they may request a separate review by a senior member of staff; the Agent will issue its final viewpoint within 15 working days of receiving that request.

If the complaint remains unresolved after the in-house process, or more than eight weeks have elapsed since it was first made in writing, the complainant may refer it without charge to the Property Redress Scheme (PRS), membership number PRS011560. The referral should be made within 12 months of the Agent's final viewpoint or

last communication and should include supporting evidence. PRS contact details: Property Redress Scheme, Limelight, 1st Floor Studios, Elstree Way, Borehamwood, Hertfordshire WD6 1JH; telephone 0333 321 9418 (Monday to Friday, 9:00am to 5:30pm); email info@theprs.co.uk. The complainant must first give the Agent the opportunity to resolve the matter through its in-house procedure. This does not remove any right to use the courts or another statutory remedy.

NOTICES

A notice under this Agency Agreement must be in writing and delivered by hand, prepaid first-class post or email to the latest address notified by the receiving party. A notice is treated as received when delivered by hand; two business days after posting; or, for email, on the next business day after transmission unless a delivery failure message is received. This clause does not determine service of a statutory tenancy or possession notice, which must follow the law and the tenancy agreement.

ENTIRE AGREEMENT, SEVERANCE AND THIRD-PARTY RIGHTS

This Agreement, the selected service, the Scale of Fees and any written property-specific instructions form the entire agreement between the parties about the Agent's appointment. Nothing limits liability for fraud or fraudulent misrepresentation. If a provision is invalid or unenforceable, it will be treated as modified to the minimum extent necessary and the remaining provisions will continue. No person other than the Landlord and Agent may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual dispute arising from it are governed by the law of England and Wales. The courts of England and Wales have jurisdiction, subject to any mandatory consumer right to bring proceedings elsewhere.

SCALE OF FEES

All fees below are inclusive of VAT at 20% unless expressly stated otherwise. Third-party charges are payable only where identified, reasonably incurred and, except in an emergency, agreed in advance. If the VAT rate changes, the VAT-inclusive total will change accordingly.

Service	Fee
Management Service	15% of rent due (negotiable depending on portfolio size)
Letting and Rent Collection Service	12% of rent due (negotiable depending on portfolio size)
Rent Guarantee and Legal Expenses Protection Service	£42 per month for rent up to £3,000 per month; subject to eligibility and the service and master-policy terms
Set-up fee including anti-money laundering checks	£300
Anti-money laundering checks only	£54
Full applicant reference, including Right to Rent check and check-in service	£240 per applicant
Right to Rent check and check-in service	£90 per applicant
UK homeowner guarantor reference	£90 per applicant
Mid-term inspection	£108-£144 depending on property size
Inventory including photographs	£120-£360 depending on property size
Check-out for deposit purposes	£120-£360 depending on property size
Managing a deposit dispute to conclusion	£420
Referral to and liaison with an authorised legal representative	Agent administration included in the management service unless quoted otherwise; legal representative's fees quoted separately
Supervision of works over £1,000	12% of the net works sum
Rent increase under Section 13	£42
Tenancy deposit protection cover	£60 per annum
Duplicate statement	£18 per statement
Annual income and expenditure statement sent to a third party	£90 plus postage at cost
Duplication and testing of keys	£66 plus invoiced key cost
Additional visit requested by the Landlord	£90 per visit
HMO license application administration	£300 plus authority and third-party charges
Professional photography – circa 25 photos, floor plan and EPC	£420
Professional photography, circa 25 photos and floor plan	£384
Professional photography only, circa 25 photos	£312
Floor plan and EPC	£264
EPC only	From £132 depending on property size
Brighton & Hove selective licensing application administration	£210 plus authority and third-party charges
National Landlord Register application administration	£210 plus authority and third party charges
Hourly Rate for Director	£156
Hourly Rate for Staff	£78

The Landlord will not be charged for an additional service unless the service and its price or calculation basis have been disclosed and agreed in writing, except for emergency work authorised under the maintenance clause. Any commission or referral benefit retained by the Agent in connection with insurance, maintenance or another third-party service must be disclosed before the relevant instruction or opt-in.

CONSUMER CANCELLATION INFORMATION

This section applies only if the Landlord is acting wholly or mainly outside their trade, business, craft or profession and this Agreement is concluded at a distance or away from the Agent's business premises.

The Landlord may cancel this Agreement without giving a reason during the 14-day period beginning on the day after the Agreement is made. To cancel, the Landlord must send a clear statement to Cube Properties Ltd trading as Town & Country Property Services at Cornelius House, 178/180 Church Road, Hove, BN3 2DJ, or to the email address completed below, before the period expires. The model form may be used but is not compulsory.

steve@tandcpropertygroup.co.uk

If the Landlord expressly requests the service to begin during the cancellation period and then cancels before the service is fully performed, the Landlord must pay a proportionate amount for the service supplied up to cancellation. If the service is fully performed within the cancellation period after the Landlord's express request and acknowledgement, the right to cancel is lost once full performance is complete.

REQUEST TO START DURING THE CANCELLATION PERIOD

Initial only if requested: _____ I expressly request the Agent to begin the selected service before the 14-day cancellation period has ended. I understand that, if I cancel after work has begun, I may have to pay a proportionate amount for services supplied and that I will lose the right to cancel once the service has been fully performed.

MODEL CANCELLATION FORM

To: Cube Properties Ltd trading as Town & Country Property Services, Cornelius House, 178/180 Church Road, Hove, BN3 2DJ

steve@tandcpropertygroup.co.uk

I/We give notice that I/We cancel the agency services contract for the Property at:

Property: _____

Agreement date: _____

Landlord name(s): _____

Landlord address: _____

Signature (only if sent on paper): _____ Date: _____

THE AGREEMENT

I/We appoint the Agent for the following service (tick one):

- ☐ Management Service
☐ Letting and Rent Collection Service

OPTIONAL RENT GUARANTEE AND LEGAL EXPENSES PROTECTION SERVICE

☐ I/We request the Rent Guarantee and Legal Expenses Protection Service and agree that I/we and the Property may be recorded as an interested party and insured property under the Agent's master policy. I/We understand that the Agent, not the Landlord, is intended to be the policyholder; that I/we are not purchasing a separate insurance policy; and that eligibility, cover and claims are subject to the service summary, protection confirmation and master-policy terms. Leaving this box unticked means the service is not requested.

PROPERTY AND LANDLORD DETAILS

Property to be let: _____

Landlord full name(s): _____

Landlord correspondence address: _____

Landlord email: _____ Telephone: _____

LANDLORD CONFIRMATIONS

- I/We have read and understood this Agreement, including the Scale of Fees, liability provisions, cancellation information and service selection.
- I/We confirm that the ownership, consent, compliance, possession and restricted-period information supplied to the Agent is complete and accurate.
- I/We received or could retain a copy of this Agreement before signing and have had the opportunity to obtain independent advice.

Landlord signature: _____ Date: _____

Landlord signature: _____ Date: _____

Signed for the Agent: _____ Date: _____

Agent signatory full name: _____