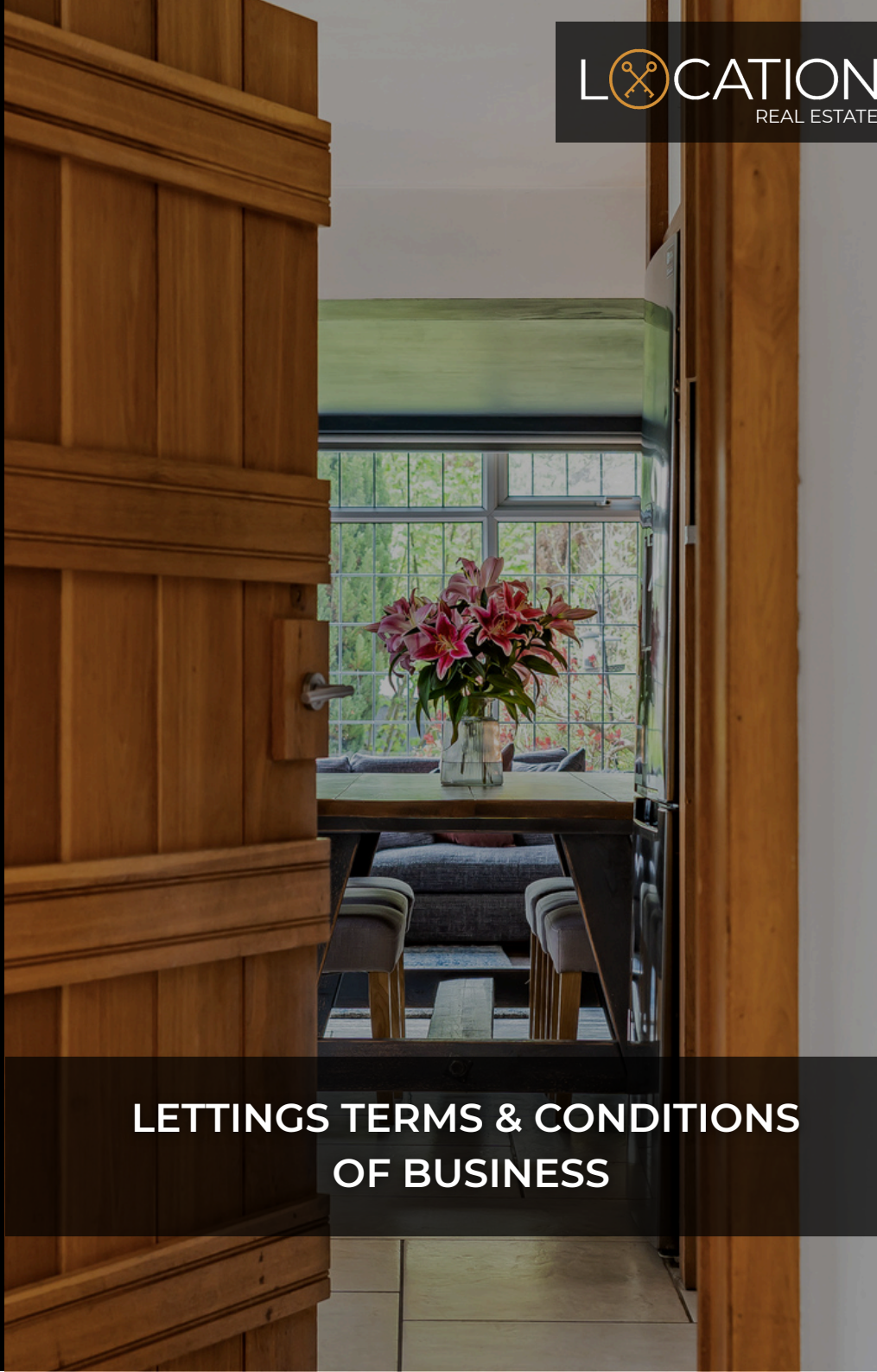


LOCATION
REAL ESTATE

LETTINGS TERMS & CONDITIONS OF BUSINESS



Team Location

LOCATION LETTINGS

LANDLORD TERMS & CONDITIONS OF BUSINESS

Comprehensive Terms of Business for Residential Lettings & Property Management

1. Parties, appointments and definitions

These Terms & Conditions form the agreement between ASOF Real Estate Lettings Limited (t/a Location Real Estate) (the "**Agent**", "**we**", "**us**" or "**our**"), of 55 Godwin Court, Old Town, Swindon SN1 4BB, and the person or persons identified as the landlord above (the "**Landlord**", "**you**" or "**your**").

You appoint us to provide the selected service for the Property on these terms. Where there is more than one landlord, each landlord is jointly and severally responsible for the obligations and sums due under this agreement, and we may accept instructions from any one of them unless you tell us otherwise in writing.

Our appointment is as letting and/or managing agent only. We do not acquire any interest in the Property and, unless expressly agreed in writing, we do not act as solicitors, tax advisers, surveyors, building experts, insurers or financial advisers.

Where you are an individual letting property outside your trade or business, you may qualify as a consumer. Consumer protection law, including the Consumer Rights Act 2015 and, where applicable, distance/off-premises contract rules, may apply. Nothing in these terms is intended to exclude any non-excludable statutory rights.

These terms apply to residential property in England. Different legal regimes apply elsewhere in the UK.

Definitions and interpretation

"**Tenancy**" includes an assured periodic tenancy and, where relevant, any tenancy or lawful residential occupation arrangement falling outside the assured tenancy regime.
"**Tenant**" includes joint tenants and, where the context requires, prospective tenants and permitted occupiers.
"**Rent**" means rent lawfully due under the tenancy.
"**Deposit**" means any tenancy deposit received as security for the tenant's obligations.
Working day" means Monday to Friday excluding bank holidays in England.
"**Legislation**" includes Acts of Parliament, regulations, statutory instruments and binding requirements in force from time to time.
References to a particular law include amendments, replacements and subordinate legislation.

2. Service levels and authority to act

Let Only (introduction only)

Subject to the agreed instruction, this service ordinarily includes market appraisal, marketing preparation, portal advertising, enquiry handling, accompanied viewings, offer negotiation, applicant pre-qualification, referencing, Right to Rent checks, preparation of the tenancy documentation and collection/processing of initial monies. Ongoing management is not included.

Fully Managed (day-to-day management)

This includes the letting service plus ongoing rent collection, statements, routine tenant liaison, arrears chasing, maintenance coordination, periodic property inspections, compliance administration, deposit administration where agreed, rent review administration, tenancy notices where within our competence, check-out coordination and day-to-day management.

Fully Managed + Protection (management with Rent Protection and Legal Cover)

This includes the Fully Managed service plus access to the rent protection/legal expenses product selected by the Landlords agent, subject at all times to the insurer/provider's eligibility criteria, policy wording, exclusions, claims conditions and continued premium payment. We do not guarantee that a policy will respond to a claim.

The precise inclusions, exclusions and fees are set out in the Service & Fee Schedule attached to these terms. If there is a conflict, a property-specific written variation signed or expressly accepted by both parties takes priority.

Authority to act

You authorise us, within the scope of the selected service, to market the Property, communicate with applicants and tenants, collect monies, instruct referencing and compliance providers, arrange contractors, serve routine correspondence and notices, liaise with local authorities and utility providers, and take other reasonable administrative steps required to perform our appointment.

You confirm that no notice or legal restriction has been served or exists which would prevent the property from being lawfully marketed or re-let in accordance with the Renters' Rights Act 2025.

For managed properties, you authorise us to deduct our fees, VAT, contractor invoices, insurance premiums, compliance costs and other sums properly due under this agreement from monies we hold for you.

We may refuse an instruction that we reasonably believe is unlawful, discriminatory, unsafe, misleading, contrary to a professional or redress code, or exposes us or a third party to unacceptable regulatory or financial risk.

For clarity, the initial letting fee applies to each new tenancy/tenant introduction as stated in the Fee Schedule; it is not automatically a one-off lifetime fee. The ongoing management percentage is calculated on rental monies due, whether or not received, unless the Fee Schedule expressly says otherwise.

The landlord remains responsible for rent not received from the tenant.

3. Landlord warranties, identity and compliance checks

You warrant throughout our appointment that you are legally entitled to let the Property and have authority from every owner or other person whose consent is required.

Any mortgage lender, superior landlord, freeholder, insurer or other necessary consent has been obtained and remains valid.

The letting does not breach a lease, covenant, planning condition, license, insurance term or other restriction.

You will promptly disclose any restriction affecting occupation, pets, parking, use of communal areas, alterations, business use or other material matter.

All information supplied to us is accurate, complete and not misleading, including ownership, identity, tax residence, licensing, safety, defects, insurance, service charges and title restrictions.

You will tell us promptly of any change in ownership, correspondence address, bank details, tax status, mortgage status or other fact relevant to the letting.

Identity, ownership, sanctions and anti-money laundering

We may require evidence of identity, address, ownership, beneficial ownership, source of funds or authority to act, and may carry out sanctions, fraud and other compliance checks. You agree to provide requested information promptly.

We may suspend marketing, withhold a payment where legally required, decline an instruction or terminate our appointment if we cannot satisfactorily complete required checks or if continuing would risk breaching of law or regulatory requirements.

4. Property condition and legal and safety compliance

You must provide the Property in a safe, clean, habitable and lettable condition, free from serious hazards and with installations, appliances and supplied items in proper working order.

You must provide details of any planning permissions, major repairs, construction, or maintenance works that are due to be carried out on to the property, the adjoining properties or the building of which the premises form's part, which may affect the Letting of the property

You must also disclose known material problems or history that may affect the letting, including damp or mould, flooding, serious defects, neighbour disputes, complaints or enforcement action by a council/regulator, fire or building-safety concerns, and significant planned works. Please provide copies of relevant insurance policies and endorsements, disclose excesses and vacancy conditions, and authorise us to liaise with your insurer where reasonably required for management or a claim.

You authorise us to recommend works reasonably considered necessary before or during a tenancy.

Unless an emergency or legal/safety issue applies, we will normally seek approval before instructing significant non-routine expenditure.

We will endeavour to ensure the landlord complies with appropriate legal & statutory requirements, but we cannot be held responsible for any infringement by the landlord.

Under our Fully Managed services we will undertake arranging certificates, monitoring expiry dates, chasing remedial works and recording evidence. If you refuse, delay or fail to authorise legally necessary safety work, we may suspend marketing, decline to commence or continue a tenancy-related service, notify you in writing of the risk, and/or terminate the appointment where reasonably necessary.

You remain responsible for the cost of required work. In an emergency, we may arrange proportionate urgent work under clause 11 and recover the cost from you. Please provide valid certificates before marketing or occupation where legally required.

Legal and safety compliance details

The Landlord remains ultimately responsible for ensuring the Property complies with all applicable legislation. Depending on the Property and tenancy, this may include:

Gas safety requirements and provision of a valid annual Gas Safety Record where gas is present.

Electrical safety requirements, including a valid EICR at the statutory interval and completion of required remedial works.

Smoke and carbon monoxide alarm requirements.

A valid Energy Performance Certificate and compliance with minimum energy efficiency requirements.

Furniture and furnishings fire safety requirements where furniture is supplied.

Legionella risk assessment and appropriate control measures.

Housing health and safety, fitness for human habitation and repair obligations.

HMO, selective, additional or other property licensing where applicable.

Building, planning, fire, leasehold and any building-safety requirements applicable to the Property.

Any landlord database, ombudsman or other statutory registration requirement brought into force and applicable to the letting.

Where you ask us to arrange a certificate, inspection or remedial work, the contractor's charge and any agreed administration fee are payable by you. Our arranging a check does not transfer the underlying statutory duty from you.

5. Renters' Rights Act 2025 and assured periodic tenancies

For private sector assured tenancies in England, the tenancy regime changed from 1 May 2026.

We will prepare and administer tenancy documentation in accordance with the legislation and requirements in force at the relevant time.

Where included in your selected service, we will provide the statutory written information and Government information documents required for the tenancy. You must provide all accurate property and landlord information reasonably required for this purpose.

You remain responsible for complying with your legal obligations as landlord. These include any applicable requirements relating to tenancy documentation, rent, tenant selection, pets and possession. The detailed responsibilities and procedures relevant to these matters are set out in the corresponding clauses of these Terms.

Where a tenancy granted before 1 May 2026 is subject to transitional arrangements, the applicable requirements may differ. Where the legal position is unclear, we may recommend that you obtain independent specialist legal advice at your own cost.

For further information on related matters, please refer to:
- **Clause 6:** Advertising rent offers above the asking rent, tenant selection and discrimination.
- **Clause 7:** Pets.
- **Clause 10:** Rent increases.

6. Marketing, applicants and lawful selection

You authorise us to advertise the rent agreed with you. We will not knowingly invite, encourage or accept a rent offer above the advertised asking rent where prohibited by law.

If you instruct us to increase or reduce the asking rent, the advertisement may be amended before further offers are considered.
Marketing descriptions, photographs and floor plans are prepared in good faith.

You must identify anything inaccurate or misleading as soon as possible. Measurements and floor plans are illustrative unless expressly stated otherwise.

Photography, floor plans and other marketing materials created or commissioned by us remain subject to the applicable copyright and license terms. You may not reuse them or give them to another agent unless the relevant rights permit it or we consent in writing. If another agent wishes to use materials commissioned by us, a usage license/fee may apply by prior written agreement. You must have permission to use any material you supply.

Applicant assessment and selection

We will assess applicants using reasonable and lawful criteria, which may include affordability, identity, Right to Rent, credit information, income, employment, previous landlord references and other relevant checks.

Final acceptance of an applicant is subject to the selected service and your instructions, but we will not implement an instruction that unlawfully discriminates against a person because they have children, receive benefits, possess a protected characteristic, or on any other prohibited ground.

Referencing reduces risk but cannot guarantee future conduct, payment or suitability. We are not liable merely because a referenced tenant later defaults, causes damage or breaches the tenancy, provided we exercised reasonable care and skill.

7. Pets

Where the statutory right to request a pet applies, we will pass the request to you and advise on the applicable process. You must consider the request and respond within the permitted time scales; you may refuse only where the law permits. Any consent may be documented with lawful and reasonable conditions. We will not impose a blanket restriction where doing so would conflict with legislation.

For our Let Only service, the landlord is responsible for dealing with a pet request after our introduction unless a separate service is agreed.

For Fully Managed services, we will pass on and administer the request as part of management, subject to the service selected and the statutory response deadline.

Any request for insurance or other conditions must be lawful and must not be represented as a charge the tenant is always required to pay.

8. Pre-tenancy payments and tenancy documentation

Any holding deposit will be handled in accordance with the Tenant Fees Act 2019 and current legislation. It will normally be capped at one week's rent and will be repaid or applied to permitted tenancy monies unless a statutory ground for retention applies.

For assured tenancies, we will not ask for, encourage or accept prohibited pre-tenancy rent. Once the tenancy agreement has been signed, rent in advance will be handled within the limits permitted by law.

If you withdraw after an applicant has been accepted or work has materially progressed, landlord withdrawal charges may apply in accordance with the Fee Schedule. We will not recover from the tenant a payment that legislation requires the landlord to bear.

The £100 + VAT (£120 including VAT) aborted-tenancy fee applies only where the landlord withdraws after satisfactory referencing has been completed, as described in the Fee Schedule. Any additional third-party costs must be disclosed and evidenced. If a holding deposit has been taken, its return, retention or application must be handled in accordance with the Tenant Fees Act 2019 and the applicable statutory conditions; the landlord cancellation fee is not a basis to withhold a tenant refund unlawfully.

Tenancy documentation and written information

We may use our standard tenancy documentation and related forms, updated from time to time to reflect legislation and practice. Bespoke clauses requested by you are subject to our approval and may require independent legal drafting at your cost.

Where the law requires written information to be given before a tenancy is agreed or signed, we will provide it as part of the instructed service. You must give us all property-specific information needed to do so accurately.

9. Right to Rent and deposits

Right to Rent

Where included in the selected service, we will carry out the initial Right to Rent checks in accordance with the applicable Home Office requirements, using the documents, share codes or identity services available at the time.

Under our Let Only service, the landlord is responsible for any required follow-up checks and for retaining the relevant records after handover. Under our Fully Managed services, we will monitor follow-up check dates and retain the relevant records while our management service continues, in accordance with the applicable Home Office requirements.

The landlord must promptly provide any information reasonably required to complete these checks and must inform us of any change they become aware of that may affect an occupier's Right to Rent status.

We will not knowingly proceed with an applicant who cannot establish the required Right to Rent.

Deposits

Where we are instructed to receive, hold and protect the deposit, we will use an authorised tenancy deposit protection scheme and comply with the requirements applicable to our role. Location currently uses the Tenancy Deposit Scheme (TDS). The deposit must not exceed the statutory cap under the Tenant Fees Act 2019.

Where the landlord or another agent holds the deposit, that party remains responsible for the applicable statutory obligations.

Our £250 plus VAT deposit-dispute fee applies only to substantial dispute preparation requested from us, where the conditions set out in our Fee Schedule are met. This fee does not apply to routine check-out.

Where the deposit is transferred to the landlord or another agent, responsibility for deposit protection, prescribed information, scheme compliance, repayment and dispute handling will transfer as applicable under the law and the relevant scheme rules. We may require written confirmation and relevant scheme details before releasing or transferring the funds.

10. Rent administration: collection, arrears and reviews

For managed properties, we will use reasonable endeavours to collect Rent and remit cleared funds to your nominated account after deducting fees & authorised expenses due. Payment timing depends on receipt of cleared funds, banking systems, weekends, public holidays and any lawful withholding requirement.

The management fee is calculated on rental monies due under the Fee Schedule and may therefore remain payable when a tenant pays late or fails to pay. If a tenant pays rent directly to you, you must tell us promptly and the agreed percentage fee remains payable on that rent.

Arrears chasing includes routine reminders and contact only; it does not include legal advice, court proceedings, enforcement or insurer claims unless expressly agreed.

The annual rent appraisal is included where shown in the package but preparing and serving a formal Section 13 notice is charged as per the Fee Schedule.

Statements will identify rent received and deductions made. You must check statements and raise any query promptly. We may correct genuine accounting errors.

We do not guarantee rent unless a separate rent protection policy is in force and the claim satisfies its terms.

Rent arrears

Under the managed service we will monitor the rent account and pursue arrears through reasonable reminders and contact. Serious or persistent arrears may require statutory notice, solicitor, court proceedings, enforcement or an insurance claim.

Court proceedings and legal representation are not included in ordinary management unless expressly stated. You are responsible for legal fees, court fees and enforcement costs unless recovered from another party or covered by an applicable policy.

You authorise us to provide rent ledgers and relevant tenancy records to your appointed solicitor, insurer, local authority or other professionals where reasonably necessary.

Rent reviews

We will advise on current market rents, any rent increase must follow the statutory process in force at the time, including the prescribed form and notice period where required. We will not rely on an obsolete contractual rent review mechanism where legislation requires a statutory procedure, fees will be payable for the serving of a section 13 notice, as per our fee schedule.

The ultimate rent achieved cannot be guaranteed and may be challenged by the tenant where legislation provides a right to do so.

11. Repairs, access, keys and emergencies

For managed properties you authorise us to arrange routine repairs and maintenance. Our standard expenditure authority is £200 including VAT per individual repair unless you specify another amount in writing.

We may exceed that authority without prior approval where we reasonably consider urgent action necessary to protect life, safety, the Property, neighbouring property, essential services or legal compliance, or where delay is likely to cause materially greater loss.

Contractors are independent businesses. We will use reasonable care when selecting and instructing them but do not guarantee their workmanship. Any workmanship complaint will ordinarily be referred to the contractor.

Where specialist reports, multiple quotations, major works or refurbishment project management are requested, additional fees may apply as set out in the Fee Schedule.

Access, keys and emergencies

You authorise us to hold and use keys for legitimate management purposes. We will take reasonable steps to keep keys secure but are not responsible for loss outside our reasonable control.

Except in a genuine emergency or where law permits otherwise, tenant access rights and notice requirements must be respected. Our possession of keys does not entitle the Landlord to enter the Property without lawful authority.

Emergency contractors may be instructed outside normal office hours where reasonably necessary.

Out-of-hours, call-out and contractor charges are payable by you unless properly attributable to the tenant.

12. Inspections, inventory, check-in and check-out

Routine inspections are visual management visits, not structural surveys, inventories, valuations or tests of concealed defects. They are intended to identify obvious condition, maintenance or tenancy issues visible at the time.

Inspection frequency is determined by the selected service. Under our Let / Introduction Only service, inspections are available as an optional service as per our fee schedule per inspection. Under our Fully Managed service, two routine inspections per tenancy year are included, with additional inspections charged as per our fee schedule.

Under our Fully Managed with Rent Protection service, three routine inspections per tenancy year are included, with any additional inspections as per our fee schedule.

Tenant access, illness, refusal, emergency conditions or other circumstances may delay an inspection. We will report material observations and may recommend further investigation. We cannot guarantee an inspection without lawful access.

Inventory, check-in and check-out

A detailed inventory and schedule of condition is strongly recommended. Where instructed, this may be prepared by us or an independent inventory provider at the applicable fee set out in our terms fee schedule.

Check-out reports record visible conditions at the end of occupation. Deposit claims will take account of evidence, age, original condition, length of occupation, fair wear and tear and the rule against betterment.

We are not responsible for a weakened deposit claim where you decline an inventory, check-in, check-out or other reasonable evidence-gathering recommendation.

13. Utilities, council tax, meter readings and insurance

Where included, we may notify relevant utility providers and the local authority of tenancy changes using information available to us. Meter readings will be supplied where obtained.

We do not guarantee that a supplier will correctly update its records.

You remain responsible for charges legally falling to you, including periods of vacancy. You must promptly deal with supplier or council correspondence addressed to you.

Insurance

You must maintain suitable buildings insurance and, where relevant, landlord contents, public liability and other cover appropriate to a tenanted property. You must notify the insurer that the Property is let and comply with policy conditions.

Rent protection and legal expenses insurance, where selected under our Fully Managed with Rent Protection service, is a separate insurance product and supported by Good lord's Rent Protection Insurance.

The benefit figures below are a summary only and must be checked against the current Good lord policy wording before issue.

Eligibility, excesses, exclusions, claim notification deadlines and insurer decisions apply. If the product is unavailable or does not respond, the landlord remains responsible for unpaid rent and legal costs except to the extent the policy pays.

Cover is subject to the provider's policy terms and eligibility.

Any summary we provide is not a substitute for policy wording.

100% of rent is payable until vacant possession is obtained.

90% of rent is paid for up to six weeks if the property is relet through our agency.

Legal costs covered in gaining vacant possession.

Total limit of indemnity is £100,000.

Following the serving of a section 13 notice, should the tenant not pay the increase the insurance will pay the difference for a period of up to 6 months or until the tribunal decision is received, if the decision is a lower amount the difference would need to be repaid.

Payments are made monthly, in arrears. Full policy details will be provided prior to instruction with specific terms and conditions of cover.

Our Fully Managed + Rent protection service is subject to the insurer/provider accepting the property, landlord and tenancy.

If cover is declined, cancelled, unavailable or a claim is refused or not paid, we will notify you when we become aware and explain any service/fee consequence.

Unless agreed otherwise in writing, the management service may continue but insurance benefits are not guaranteed, or we may change your level of service to our Fully Managed only service.

14. Tax, overseas ownership and property-specific obligations

If you reside outside the UK for the purposes of the Non-Resident Landlord Scheme, you must tell us. Unless HMRC authorises payment of rent without deduction, we may be legally required to deduct basic-rate tax from net rent and account to HMRC.

When rental monies are paid directly to the landlord by the tenant, the tenant may become responsible for accounting to HMRC depending on the landlord's approval status, payment arrangements and HMRC rules. You should obtain tax advice where your circumstances are uncertain.

You remain responsible for your tax affairs, returns and liabilities. We do not provide tax advice.

Overseas owners and service of documents

You must provide a reliable email address, telephone number and correspondence address and notify us of changes. Where legislation requires an address in England or Wales for service, you authorise us to use an appropriate agency address only where we have expressly agreed to do so and the legal requirements are met.

Leasehold property and service charges

For leasehold property you must provide relevant lease restrictions and regulations affecting the tenant.

You remain responsible for ground rent, service charges, major work and compliance with obligations imposed on you as leaseholder unless expressly agreed otherwise.

We are not responsible for a tenant's breach of a head lease term that was not disclosed to us or the tenant.

Licensing and HMOs

You must tell us if the Property is, may become, or is located in an area subject to HMO, selective or additional licensing. Unless separately agreed, applying for and maintaining a license is the Landlord's responsibility. We may suspend marketing or occupation arrangements if we reasonably believe a required license or permission is absent.

15. Possession, notices and tenant surrender

Where a landlord seeks possession of a property, the applicable statutory grounds, notice periods, evidence requirements and legal procedures must be followed.

Section 21 no-fault possession is no longer available for

private sector assured tenancies subject to the post-1 May 2026 regime. Service of a notice does not guarantee that possession will be granted.

Our ordinary management of the property will continue unless otherwise agreed. Where formal possession action is required, our role in the legal process will be limited to administration and liaison. Unless we expressly agree in writing to provide a defined notice-only service, the landlord must appoint and instruct an appropriately qualified eviction specialist or solicitor to advise on and undertake the formal possession process, including the preparation and service of notices, court proceedings and enforcement where applicable.

The landlord is responsible for the specialist's fees and any court or enforcement costs, subject to any applicable insurance cover. Where the landlord has rent guarantee, legal expenses or other relevant insurance, we will liaise with the provider and, where reasonably required, supply relevant records held by us to support notification of the matter or a claim. The landlord remains responsible for complying with policy terms, claim deadlines, excesses, eligibility requirements and instructions issued by the provider or its legal representative.

If a tenant appears to have abandoned the property, we will not treat the tenancy as surrendered or re-enter the property except where lawful. We will seek the landlord's instructions and, where necessary, specialist advice. Any belongings left behind will be dealt with in accordance with the applicable legal process.

Tenant notice requirements depend on the tenancy and any applicable transitional provisions. We will assess notices received during our management and confirm the apparent termination date. Where the legal effect is uncertain, we may recommend legal advice.

Any agreed early surrender must be documented in writing. Rent and other liabilities will be dealt with in accordance with the tenancy, applicable legislation and any surrender agreement.

You must not instruct us to provide false or misleading information in connection with possession proceedings. You must also comply with any statutory restrictions on marketing, reletting or reoccupying the Property that apply following the use of a possession ground.

16. Complaints, disputes and legal proceedings

Residential lettings services provided by ASOF Real Estate Lettings Limited (t/a Location Real Estate) are covered by the Property Redress Scheme (PRS).

If your complaint relates to our residential lettings services and you remain dissatisfied following completion of our internal complaint's procedure, you may be entitled to refer your complaint to the Property Redress Scheme for an independent review.

Complaints should initially be sent in writing to:

Location Real Estate
55 Godwin Court
Swindon
SN1 4BB

Email: info@locationrealestate.co.uk

We will acknowledge and investigate it under our written complaint's procedure, provide a reasoned written response within the timescales in that procedure, and explain how to refer to an unresolved eligible complaint to the Property Redress Scheme.

Property Redress Scheme
Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH
Telephone: 0333 321 9418
Email: info@theprs.co.uk

Website: theprs.co.uk

Please refer to the Property Redress Scheme's current complaints guidance for the applicable referral requirements and time limits.
Our ordinary management service does not include acting as advocate or solicitor in court or tribunal proceedings.

Attendance, witness statements, evidence packs, adjudication work or substantial dispute handling may attract an additional fee where stated in the Fee Schedule.

17. Client money and deductions

Client money will be handled through our client account arrangements and applicable client money protection requirements. We may deduct sums properly due to us before remitting the balance to you.

We may retain a reasonable reserve from rent with your agreement, or where reasonably necessary to meet known contractor invoices, safety works or other authorised property expenditure.

We may offset undisputed sums due under this agreement against monies we hold for you, subject to applicable client money rules.

We are members of Safe Agent Client Money Protection Scheme Accreditation number - A8091 the certificate can be viewed at our office and/or on our website).

Any reserve retained for known expenses will be itemised in the landlord statement; the final balance will be remitted promptly after reconciliation and payment of properly due sums, subject to client-money rules.

18. Fees, VAT, third-party costs and additional work

Our fees are payable at the rates in the Service & Fee Schedule and as specified in clause 28 or as otherwise agreed in writing.

Third-party charges, including contractors, certificates, inventories, referencing upgrades, legal fees, court fees, locksmiths, cleaning, specialist reports and insurance premiums, are additional unless expressly stated as included.

Where our fee is calculated by reference to rent, the calculation basis is the rent due or received as specified in the Fee Schedule. If the tenancy rent changes, percentage-based fees change accordingly.

Routine maintenance coordination is limited to ordinary administration reasonably expected within the selected management service.

Where you request multiple competitive quotations, extensive contractor tendering, refurbishment planning, insurance-claim administration, major works supervision, repeated attendance, specialist evidence preparation or other work materially outside routine management, an additional fee may apply.

Where reasonably practicable, we will tell you about the additional fee or charging basis before undertaking

substantial additional work. Emergency, safety or compliance action may be taken without prior approval where these terms otherwise authorise us to act.

No additional fee will be charged twice for the same work. Hourly rates will be clearly linked to work outside the service included and, where practicable, agreed before it is undertaken.

19. Deposit disputes and adjudication

Routine check-out coordination does not include substantial preparation or conduct of a tenancy deposit dispute, adjudication or court claim unless expressly included in the selected service.

Where requested, we may assist with collating evidence, preparing a proposed deduction schedule, responding to a tenant dispute and submitting information to the relevant tenancy deposit scheme. An additional fee may apply as stated in the Service & Fee Schedule or agreed with you in advance and will be undertaken only if you ask us to do it.

The Fee Schedule states that our move-out inspection must have been carried out by us; if it was not, we may decline the service or agree a separate evidence-review fee in writing before work starts. Any proposed deduction remains subject to tenant agreement, scheme adjudication or court determination. We cannot guarantee that a deduction or claim will be awarded.

20. Taking over an existing tenancy or management

Where we are appointed to take over the letting or management of an existing tenancy, our appointment is subject to receipt and satisfactory review of the current tenancy agreement and variations, tenant / guarantor details and contact information, keys / access details, rent ledger and arrears history, deposit amount / location / scheme reference and prescribed-information evidence, inventory / check-in / check-out reports, Right to Rent records, safety certificates, EPC, licensing records, insurance details, notices / correspondence, maintenance history, contractor warranties and any complaints, disputes or ongoing claims and other records reasonably required by us.

We are not responsible for an act, omission, breach, non-compliance, deposit issue, notice, document or liability arising before our appointment unless we expressly accept responsibility for it in writing. We may recommend corrective action or legal advice where historic documentation or compliance is incomplete or uncertain.

Our review does not certify that historic records are complete or that no past breach or liability exists.

For existing tenancies, you must provide any prescribed government information sheet or written tenancy information required by the transitional rules. If we manage the property and the duty falls to us as agent, we will arrange delivery as part of the agreed service; on a takeover, we will establish what has already been provided and identify any outstanding requirement. Additional historic-compliance work may be chargeable if agreed. Additional work required to audit, reconstruct or regularise an existing tenancy may attract a separate fee where agreed or stated in the Service & Fee Schedule.

Notice to the existing agent

We can take over the management of a property and tenancy, subject to receiving the relevant documents, it is the landlord's responsibility to give notice to any existing agent.

21. Vacant properties and empty-property visits

Our ordinary management and routine inspection service does not automatically include regular visits to a property while it is vacant, whether before, between or after tenancies.

You remain responsible for complying with the requirements of your insurer and for the Property during any vacant period, including council tax, utilities, heating, security, water systems, gardens and any insurer-required inspection or attendance regime.

You must tell us promptly if your insurance policy imposes particular vacancy conditions. Where requested and agreed, we can arrange vacant-property visits, key checks or other empty-property services at the applicable fee set out in our Fee Schedule.

Visits are limited to visual checks for obvious leaks, damage, security concerns or signs of disturbance. They are not structural surveys, security guarantees or substitutes for any inspections required by your insurer.

22. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Where this agreement is entered in to at distance or off-premises, the landlord has a Fourteen-day cancelation period under the consumer Contracts Regulation 2013.

Cancellation requests are to be put in writing to:
Location Real Estate
55 Godwin Court
Swindon
SN1 4BB

Email: info@locationrealestate.co.uk

If you ask us to begin providing services during an applicable cancellation period, you expressly request that performance begins before that period expires. If you subsequently exercise a statutory right to cancel, you may be required to pay a reasonable amount for services properly supplied up to the time you tell us that you wish to cancel, to the extent permitted by law.

Nothing in these terms limits or excludes any statutory cancellation right that cannot lawfully be excluded.

23. Sale, withdrawal and termination of appointment

You must notify us before selling, transferring or otherwise disposing of the Property. Our accrued fees and liabilities remain payable.

If the Property is sold with a tenant in occupation, we may charge an administration fee where the Fee Schedule provides for one, reflecting transfer of tenancy, deposit and management records.

A purchaser does not automatically become our client. A new agency agreement may be required.

Landlord withdrawal before tenancy commencement

If you withdraw the Property after marketing has commenced, after accepting an applicant, or after referencing/document preparation has begun, you may be liable for the withdrawal fee as specified in the Fee Schedule and any third-party costs already incurred.

Nothing in this clause authorises us to charge a tenant for prohibited payment.

Termination of our appointment

For Fully Managed services, either party may terminate the agency appointment by giving three months' written notice unless a property-specific agreement states otherwise. We may terminate immediately or on shorter notice where there is serious breach, illegality, abusive conduct, persistent non-payment, inability to complete compliance checks, unacceptable safety risk or another substantial reason making continued agency impracticable, and is subject to a minimum of six months management fees having been paid, in addition, an end of management administration fee, to include forwarding of necessary paperwork to landlord will be applicable as stated in our fee schedule.

Termination of our management appointment itself does not terminate the tenant's tenancy.

24. Standard of care, liability and indemnity

We will perform our services with reasonable care and skill. We are not liable for loss caused by matters outside our reasonable control, the acts or omissions of tenants, applicants, contractors, utilities, councils, deposit schemes, insurers, lenders or other third parties, or by inaccurate/incomplete information supplied to us.

Nothing in these terms excludes or limits liability where it would be unlawful to do so, including liability for fraud or fraudulent misrepresentation, or death or personal injury caused by negligence. We are not liable for indirect or consequential loss, loss of profit, loss of opportunity or diminution in property value except where such exclusion is prohibited by law.

Indemnity

To the extent permitted by law, you will reimburse us for reasonable loss, liability, cost or expense arising from your breach of these terms, your unlawful instruction, inaccurate or withheld material information, or your failure to comply with a legal obligation as landlord, except to the extent caused by our own negligence or breach.

25. Data protection and privacy

We process personal data in accordance with UK GDPR, the Data Protection Act 2018 and our privacy notice. We may share relevant information with tenants, applicants, referencing providers, contractors, deposit schemes, insurers, utility companies, local authorities, HMRC, legal advisers, regulators, redress bodies and other parties where necessary for the letting, management, legal compliance or legitimate administration of the Property.

You must handle tenant and applicant personal data lawfully and securely. Information supplied to you for the tenancy must not be used for unrelated purposes.

Our full data privacy policy can be viewed on our website; locationrealestate.co.uk/privacy-terms

26. Electronic communication and signatures

You agree that routine instructions, statements, notices between us, invoices and contractual documents may be sent electronically where lawful. Electronic signatures and approvals may be used.

You are responsible for maintaining secure access to your email and promptly notifying us if you suspect compromise or if your contact details change. We may carry out additional verification before acting on sensitive instructions, particularly bank-detail changes.

We will use reasonable verification steps before acting on requests to change bank details, including independent confirmation through a previously verified contact channel. An email should not be deemed received where we receive a delivery-failure notification or have actual knowledge it was not delivered; statutory rules and evidence of actual receipt take precedence.

27. Events outside reasonable control

We will not be responsible for delays or failures caused by events outside our reasonable control, including severe weather, utility failure, cyber incident, industrial action, public emergency, government restriction or failure of third-party systems, provided we take reasonable steps to mitigate the effect.

We will take reasonable steps to reduce the effect of such events and keep you informed where the event materially affects the service. Nothing in this clause excludes liability or statutory rights that cannot lawfully be excluded.

28. Changes in law and changes to these terms

Lettings law changes frequently. We may update operational procedures where reasonably necessary to comply with new legislation, regulation, scheme rules or binding guidance. We may also review our management fees, service charges and other fees from time to time to reflect changes in our operating costs, the services we provide, regulatory or legislative requirements, taxation, inflation, third-party costs, or changes to the scope or administration of the service.

Where we propose to increase an ongoing core management fee or make another material change to an existing ongoing charge, we will give you 3 months' written notice setting out the revised charge and the date from which it will apply. If you do not wish to accept a material increase to an ongoing fee, you may terminate our appointment in accordance with clauses 18 and 23 and our fee schedule. Where reasonably practicable, the revised charge will not take effect before the expiry of the applicable termination notice period. Changes to VAT, statutory charges or third-party costs outside our control may take effect from the date on which the relevant change applies.

Where our fee is calculated as a percentage of rent, the monetary amount of our fee will automatically increase or decrease when the rent payable under the tenancy changes, without this being treated as a change to the agreed percentage rate.

A change required solely to comply with mandatory law may take effect when that law requires.

29. Notices, entire agreement and governing law
Notices under this agreement must be in writing and may be delivered by hand, post or email to the latest notified contact details. An email is treated as being received on the working day sent if sent before 4:30pm, otherwise on the next working day, unless evidence shows otherwise.

Entire agreement, severability and waiver
These terms, the signed instruction, Service & Fee Schedule and any written property-specific variation form the entire agreement between you and us regarding the services described.
If a provision is found invalid or unenforceable, the remaining provisions continue in effect. A delay in enforcing a right does not waive that right.

Governing law and jurisdiction

This agreement is governed by the laws of England and Wales. Subject to any mandatory consumer rights or redress process, the courts of England and Wales have jurisdiction.

LANDLORD SERVICES

Choose how involved you want to be.

From finding the right tenant to taking care of the whole tenacy, our services are built around how much you want us to handle.

Three options. One standard: careful tenant selection, clear communication and properly managed lettings.

Choose your service

SERVICE	COST	DETAILS
Let Only - *Introduction Only*	**2.5 weeks' rent + VAT**	**For landlords who want us to find and set up the tenancy, then manage it themselves.**
Fully Managed - *Day-to-day management*	**2 weeks rent + VAT** **10% + VAT (12% Inc) of the rental monies due**	**Our complete day-to-day management service, from rent collection and maintenance to inspections and tenancy administration.**
Fully Managed + Protection - *Management with rent protection and legal expenses*	**2 weeks rent + VAT** **12.5% + VAT (15% inc) of the rental monies due**	**Full management plus rent protection / legal expenses cover, subject to insurer eligibility and policy terms.**

	LET ONLY	FULLY MANAGED	FULLY MANAGED + PROTECTION
Rental appraisal & marketing preparation	✓	✓	✓
Portal / Website / Online advertising	✓	✓	✓
Enquiry handling & accompanied viewings	✓	✓	✓
Offer negotiation & applicant pre-qualification	✓	✓	✓
Referencing, Right to Rent & Anti Money Laundering checks	✓	✓	✓
Tenancy documentation, Compliance & processing of initial monies	✓	✓	✓
Collection and registration of deposit monies with TDS	£30 + VAT (£36 Inc)	£30 + VAT (£36 Inc)	✓ Included
Create a detailed and legally compliant Inventory & schedule of condition	1-2 bed; - £120 +VAT (£144 inc) 3-4 bed; - £150 +VAT (£180 inc) 5+ bed; - £175 +VAT (£210 inc)	1-2 bed; - £120 +VAT (£144 inc) 3-4 bed; - £150 +VAT (£180 inc) 5+ bed; - £175 +VAT (£210 inc)	1-2 bed; - £120 +VAT (£144 inc) 3-4 bed; - £150 +VAT (£180 inc) 5+ bed; - £175 +VAT (£210 inc)
Routine property inspections	£60 + VAT (£72 Inc) per inspection instructed & completed	✓ 2 per tenancy year £40 + VAT (£48 Inc) per additional per property inspection	✓ 3 per tenancy year £40 + VAT (£48 Inc) per additional property inspection
Arrange and carry out move out inspection, to include negotiations between landlord & tenant regarding dilapidations	—	1-2 bed; - £120 +VAT (£144 inc) 3-4 bed; - £150 +VAT (£180 inc) 5+ bed; - £175 +VAT (£210 inc)	1-2 bed; - £120 +VAT (£144 inc) 3-4 bed; - £150 +VAT (£180 inc) 5+ bed; - £175 +VAT (£210 inc)
Ongoing rent collection	—	✓	✓
Landlord statements	—	✓	✓
Routine tenant liaison	—	✓	✓
Arrears chasing	—	✓	✓
Maintenance coordination	—	✓	✓
Compliance administration	—	✓	✓
Annual rent review & Serving of Section 13 notice	—	✓	✓

Additional services & charges

SERVICE	COST
EPC arrangement	£90 +VAT (£108 Inc)
Gas safety arrangement (+ service)	£90 +VAT (£108 inc) or £120 + VAT (£144 inc) Including service
EICR Arrangement	1-2 bed; - £170 + VAT (£204 Inc) £30 + VAT (£36 inc) per additional room
Management takeover from another agent / landlord	Complimentary, instruction accepted subject to being fully compliant, corrective works will be charged at specified fees
Deposit dispute/TDS adjudication preparation (move-out inspection must be carried out by ourselves)	£250 +VAT (£300 Inc)
Vacant-property visit	£40 +VAT (£48 Inc)
Additional quotations/major works administration	By quotation
Preparation and service of Section 8 notices. Legal notices may be prepared and served by solicitors or suitably qualified professionals	Grounds 1 or 1A - £100 +VAT (£120 Inc) Other grounds POA
End of Management fee to include forwarding of necessary paperwork to landlord	£200 +VAT (£240 Inc)
Aborted tenancy (Should landlord withdraw after tenant references have been completed and are satisfactory)	£100 +VAT (£120 Inc)
Change of Landlord ownership	£100 +VAT (£120 Inc)
Key cutting	Cost of key cutting, plus £15 +VAT (£18 inc)
Annual account statement preparation	£50 +VAT (£60 Inc)
Legal / court attendance / substantial evidence work	By quotation - Formal possession proceedings and legal representation are not part of our Full management service. Where specialist action is required, we will liaise with the landlord's appointed specialist and, where relevant, the insurance provider
Additional services required by; • Director • Lettings/compliance manager • Property manager	£150 +VAT (£180 Inc) per hour £100 +VAT (£120 Inc) per hour £50 +VAT (£60 Inc) per hour

A. Landlord instruction and property information

Selected service	**□ Let Only - *Introduction Only*** **□ Fully Managed - *Day-to-day management*** **□ Fully Managed + Rent Protection - *Management with rent protection and legal expenses***
Landlord full legal name(s)	
Correspondence address	
Email / telephone	
Property address	
Ownership / title confirmed	**□ Yes □ No**
Mortgage consent required / obtained	**□ N/A □ Yes □ Pending**
Leasehold / freehold	**□ Freehold □ Leasehold**
Head lease / restrictions supplied	**□ N/A □ Yes □ Pending**
Insurance suitable for letting	**□ Yes □ Pending**
Licensing position checked	**□ N/A □ Yes □ Pending**
Repair authority limit	**£ 200 or specified amount of £.....**
Landlord bank details verified separately	**□ Yes**
Non-Resident Landlord Scheme	**□ No □ Yes / approval ref:**

B. Landlord declaration

I/We confirm that I/we have fully read and understood these Terms & Conditions and the Service & Fee Schedule, that the information supplied to Location Lettings is accurate, and that I/we as legal owners/trustees of the property, appoint Location Lettings to provide the selected service and agree with all that is included under these terms.

Landlord signature	
Print name	
Date	

Landlord signature	
Print name	
Date	



Location Real Estate
55 Godwin Court
Old Town
Swindon
SN1 4BB

01793 387121
lettings@locationrealestate.co.uk