# Elliotlee

**LETTINGS TERMS OF BUSINESS** 

Before instructing ElliotLee please be sure that you have read and fully understand the fees involved and the terms under which ElliotLee will act on your behalf. This information can be found on the 'Lettings Terms of Business' and 'Services and Fees' sheet which are attached to this document. By signing these terms you confirm that you have obtained any necessary consents and/or licences and that you have read and understood these terms.

FULL ADDRESS OF PROPERTY TO LET	
MARKETING RENT PCM	
LANDLORD FULL NAME(S)	
FULL ADDRESS OF CORRESPONDENCE DURING THE TENANCY	
CONTACT TELEPHONE(S)	EMAIL ADDRESS(S)
LETTINGS SERVICE	
FEE OF ALL RENTS PAYABLE	SUBSEQUENT RENEWAL FEE
SETUP FEE   INITIAL	SETUP FEE   RENEWAL
RENT & LEGAL PROTECTION COVER	AGENCY TYPE
SIGNATURES	
LANDLORD(S)	-

# **OUR SERVICES**

	Full Management	Rent Collection	Let Only & Renewal
1. MARKETING	<u> </u>		
a. Market Appraisal	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	~
b. Online Marketing of Property	~	<ul> <li>✓</li> </ul>	~
c. Negotiate Offer for Tenancy	~	<ul> <li>✓</li> </ul>	~
2. LEGAL & ADMINISTRATION			
a. Tenant References and Right to Rent	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	~
b. Tenancy Agreement and How to Rent Document	~	<ul> <li>✓</li> </ul>	~
c. Termination of a Tenancy	~		
3. FINANCIALS			
a. Collection of Initial Rent and Deposit	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	~
b. Deposit Registration (if applicable)	~	<b>~</b>	~
c. Rent Processing During Tenancy	~	✓	
d. Rent Arrears	~	✓	
e. Management Working Float	~		
4. GENERAL ADMIN			
a. Arrange Pre-Tenancy Cleaning or Any Works	<ul> <li>✓</li> </ul>	<ul> <li>✓</li> </ul>	~
b. Arrange Inventory, Check In & Checkout - At the Beginning or End of the Tenancy	~	~	~
c. Transfer of Utilities – At the Beginning or End of the Tenancy	~	~	
d. Initiate Tenancy Deposit Claim	~		
e. Property Visits (Approx 3 Months Before Renewal Date)	~		
5. COMPLIANCE		· · ·	
a. Energy Performance Certificate (EPC)	<ul> <li>✓</li> </ul>		
b. Statutory Safety Checks	~		
c. Renewal of Safety Checks	~		
6. MAINTENANCE			
a. Appointing a Contractor	<ul> <li>✓</li> </ul>		
b. Repairs and Maintenance	~		
7. OPTIONAL SERVICES			
a. Out-of-Hours Management Service	~		
b. Right to Rent Follow Up Checks	~		
c. Renewal/Extension Documents			
d. Additional Property Visit			
e. Landlord Insurances			
f. Provision of Documents File for Any Arbitration Claim			

If other agents are instructed during the sole agency period, the commission rate will be increased by 1.8% including VAT. The standard sole agency period is 8 weeks from the date of the first portal launch.

SERVICES	WITHOUT VAT	INCLUDING VAT
Full Management & Renewal Example: Rent £1000 pcm x 12 months x 18% inc VAT = £2160 divided by 12 Monthly Payments = £180 inc VAT	15% of rent payable	18% of rent payable
Rent Administration & Renewal Example: Rent £1000 pcm x 12 months x 15% inc VAT = £1800 divided by 12 Monthly Payments = £150 inc VAT	12.5% of rent payable	15% of rent payable
Let Only & Renewal Example: Rent £1000 pcm x 12 months = £12000 x 12% inc VAT = £1440 Year 1 & 9% inc VAT = £1080 for subsequent years	10% of rent payable	12% of rent payable
SETUP FEE	WITHOUT VAT	INCLUDING VAT
INITIAL   Tenancy Agreement Preparation Charge, Deed of Guarantee, Named Occupant, or Special Clauses, Tenant & Guarantor Referencing Charge, Transfer of your Utilities, Organise any Works, Compliance & Inventories. Protect a Deposit with a Deposit Protection Scheme.	£320.00	£384.00
RENEWAL   Tenancy Agreement Preparation Charge, Deed of Guarantee, Named Occupant, or Special Clauses, Tenant & Guarantor Re-referencing Charge	£150.00	£180.00
DEPOSIT	WITHOUT VAT	INCLUDING VAT
Administration Charge to Protect a Deposit with a Deposit Protection Scheme (Included in all Services)	£75.00	£90.00
To Manage & Agree any Deductions with your tenant (Included in Full Management Service)	£100.00	£120.00
To Manage & Deal with any deposit disputes (Included in Full Management Service)	£150.00	£180.00
BREAKDOWN OF SETUP FEE (INCLUDED IN INITIAL & RENEWAL SETUP)	WITHOUT VAT	INCLUDING VAT
Tenancy Agreement Preparation Charge	£225.00	£270.00
Deed of Guarantee, Named Occupant, or Special Clauses	£30.00	£36.00
Tenant & Guarantor Referencing Charge	£95.00	£114.00
Transfer of your Utilities	£40.00	£48.00
Organise any Works, Compliance and Inventories	£75.00	£90.00
Inventory, Check In & Checkout - At the Beginning or End of Tenancy	Price on a	application
RENT PROTECTION & LEGAL COVER FEE	UPFRONT	MONTHLY (FLEXI)
Rent: < £1000PCM	£250.00	£25.00
Rent: £1001PCM - £2000PCM	£275.00	£27.50
Rent: £2001PCM - £2500PCM	£300.00	£30.00
Rent: £2501PCM - £3000PCM	£325.00	£32.50
Rent: £3001PCM - £3500PCM	£350.00	£35.00
Rent: £3501PCM >	£400.00	£40.00
GENERAL	WITHOUT VAT	INCLUDING VAT
Withdrawal by Landlord after Passed Tenant References		ent as marketed
Supervision of an Agreement Presented by a Third Party to the Landlord	£325.00	£390.00
Addendum or Amendments to Tenancy Agreement After Final Signing	£50.00	£60.00
Annual Statement of Income and Expenditure	£100.00	£120.00
Tax Administration for Non-UK Residents with No HMRC Approval	£100.00 per qtr	£120.00 per qtr
Annual Tax Administration Charge for Non-UK Residents with HMRC Approval	£40.00	£48.00
Additional & Vacant Property Visits, Price Per Visit	£70.00	£84.00
For the Agent to Check Any Works at a Property Court Attendances – Price Per Day/Hearing	£70.00 £300.00	£84.00 £360.00
Service of Section 13 Notice (Rent Increase Notice for a Statutory Periodic Tenancy or Assured	£70.00	£84.00
Shorthold Tenancy)		
Service of Section 21 Notice or Notice to Quit (Included with Full Management Service)	£150.00	£180.00
Information & Assistance for Let Only & Rent Collection Properties	£120.00	£144.00
Early Termination or Transfer of Management Administration Charge	£150.00	£180.00
Key Cutting		e value £84.00 for the first
	£70.00 for the first hour.	£84.00 for the first hour.
House Sitting   Void Management Service	£35 after that per hour.	£42 after that per hour.

This document should be read in conjunction with the 'Agreement' and sets out the responsibilities of both the Landlord and the Agent.

## 1. LANDLORD OBLIGATIONS

1.1. To ensure that the Agent can provide a professional service, the Landlord shall within a reasonable time of instructing the Agent, and at their own expense, provide the Agent with the following:

1.1.1. If the Landlord is an individual, proof of identity comprising one form of photographic identification (for example, a passport or a driving licence) and one form of evidence of address (for example, an original or certified copy of a bank statement or utility bill that is less than three months old). If the Landlord is a group of individuals, provide the above proof of identity for each individual;

1.1.2. If the Landlord is a limited company, a certified copy of the Certificate of Incorporation and proof of identity as detailed in clause 1.1.1 above for a director of the company;

1.1.3. Evidence in the form of an up to date office copy entry supplied by Land Registry showing the Landlord to be the owner of the Property. In the event that there is more than one person listed on the title register the Instruction Form must be signed by all registered owners;

1.1.4. Evidence that the Landlord's mortgagee and/or superior landlord have provided consent for a tenancy of the Property, or alternatively, evidence that the consent of the Landlord's mortgagee and/or superior landlord is not required;

1.1.5. Provide to the Agent all information that the Agent may reasonably require in order to comply with the requirements of the MyDeposits Custodial Deposit Scheme.

1.1.6. Confirmation that the Property is not a House in Multiple Occupation ("HMO"), or in an area that requires a Selective Licence, or, if it is, that the necessary licence to let the Property has been obtained, and all necessary licence conditions have been complied with. If the licence has not yet been obtained then confirmation must be given that the application of the licence has been submitted. See 'HMO Management Service' section for more information;

1.1.7. A Gas Safety Certificate that is no more than 12 months old as required under the Gas Safety (Installations and Use) Regulations 1998;

1.1.8. A Portable Appliance Test (PAT) report that is no more than three months old in respect of all electrical equipment that the Landlord has made available for tenant(s) (if applicable);

1.1.9. Evidence that all furniture and furnishings made available, or intended to be made available, to the tenant(s) is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, as amended (if applicable);

1.1.10. A valid Energy Performance Certificate (EPC) in respect of the Property, or an explanation if an EPC is not required. The Landlord is advised that the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 requires the EPC to be rated E or higher – where the EPC is rated lower than E then the Landlord must register it exempt, if such an exemption applies, or carry out works to improve the rating of the Property to and E or higher before letting the Property;

1.1.11. Evidence that the Property complies with the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, including the installation of smoke alarms on each storey with living accommodation, carbon monoxide alarms in rooms with fixed combustion appliances (excluding gas cookers), and confirmation that all alarms are tested and in working order on the start date of any new tenancy.

1.1.12. Legionella Risk Assessment - the Landlord is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the tenancy, by properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property;

1.1.13. Confirmation that the Property has been cleaned, professionally or otherwise, to an acceptable letting standard;

1.1.14. Keys for the Property, at least one set for each individual tenant and one set for the Agent (Full Management Service only); and

1.1.15. Evidence that the Property and the contents (as particularised in the inventory) are adequately insured; and

1.1.16. Electrical installation condition report valid for 5 years under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

1.2. If the Landlord is unable to satisfy any of the requirements set out in clause 1.1. within a reasonable time the Agent shall have the right to rescind the contract. Further details regarding the termination of this agreement can be found in the Termination section of this Agreement. The requirements of clause 1.1. must be satisfied prior to the Property being marketed.

1.3. The Landlord may instruct the Agent to satisfy the requirements of clauses 1.1.1 to 1.1.16 inclusive subject to the following:

1.3.1. If the Landlord instructs the Agent in this regard the Landlord will be required to pay the additional fees which are set out on the Services and Fees sheet.

1.3.2. The Landlord will also be responsible for the cost of any equipment or contractors instructed. The Landlord accepts that the Agent cannot be responsible for the negligence or recklessness of third parties instructed to undertake any of those requirements, and the Landlord is advised to check that services provided are of sufficient quality and that documents provided are of sufficient accuracy.

1.4. The Landlord agrees to allow a "To Let" or "Let And Managed By..." board, or similar, to be erected on the Property in a position of the Agent's choosing (subject to the Town and Country Planning (Control of Advertisements) Regulations 2007).

1.5. The Landlord will respond to communications, provide instructions, and comply with any legal obligations in a timely manner.

1.6. The Landlord will keep the Agent informed of any changes to the Landlord's contact details.

1.7. If the Landlord is not based in England and Wales then the Landlord must provide an address for service of notices in England and Wales.

1.8. The Landlord will provide the tenant(s), or otherwise leave within the Property, instruction manuals for all appliances that are left for the tenant(s) use, including any fridge/freezer unit(s), oven(s) or other cooking appliances or facilities, and boiler(s).

## 2. AGENT OBLIGATIONS- All levels of Service

2.1. The Agent will perform the following services on behalf of the Landlord ("the Services").

2.2. The Agent agrees to carry out the Services in a competent and professional manner.

2.3. The Agent will comply with the Landlord's obligations under the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 by ensuring that all required smoke and carbon monoxide alarms are tested and confirmed to be in working order on the first day of the tenancy.

## 2.4. 'Right to Rent' Check

2.4.1. The Agent agrees to carry out such 'Right to Rent' checks as are required to comply with the requirements of the Immigration Act 2014 or such other legislation as are in force prior to the commencement of any tenancy of the Property. The Agent will always carry out the initial 'Right to Rent' checks irrespective of the level of service the Landlord has chosen.

2.4.2. If further 'Right to Rent' checks will be required during the term of a tenancy the Agent will let the Landlord know at the commencement of the tenancy when such checks are required.

2.4.3. Whether the Agent will carry out further 'Right to Rent' checks is dependent on the level of service the Landlord has chosen, though the Landlord will be advised of their obligation to carry out further Right to Rent checks in accordance with clause 2.4.2. above In the event the Landlord fails to carry out the Right to Rent checks having been advised of the need to do so by the Agent then the Agent will not be held responsible for any fines, costs, levies or prosecution that the Landlord may experience.

2.4.4. The Agent reserves the right to instruct third parties to carry out Right to Rent checks on their behalf see Services and Fees sheet.

#### 3. LET ONLY & RENEWAL SERVICE

3.1. The Agent agree to visit the Property and recommend monthly or annual rental value, or such other period as shall be requested. Once approved by the Landlord this sum ("the Rental Value") shall be used to calculate the Agent's fees. If appropriate the Rental Value shall take account of ground rent and service charges but shall not include utilities unless utilities are specifically to be included within the Rental Value.

3.2. The Agent agrees to advertise and market the Property at the Rental Value.

3.3. The Agent agrees to accompany prospective tenants to the Property and to provide them with any information they may request in respect of the Property. The Agent will endeavour to obtain feedback from prospective tenants and to report such feedback to the Landlord.

3.4. The Agent agrees to negotiate any offers from prospective tenants on behalf of the Landlord subject to the Landlord's prior authority.

3.5. The Agent agrees to obtain a holding deposit equivalent to one week's Rental Value from suitable prospective tenants to confirm their interest. The holding deposit will be treated in accordance with the Tenant Fees Act 2019.

3.6. The Agent agrees to notify the Landlord of the relevant details of suitable tenants, including any offers made in respect of the Property, subject to the Agent's obligations under UK GDPR. For the avoidance of doubt, the Agent may be limited in the level of information that can be provided to the Landlord, however the Agent will provide, at the very least, a general indication of the tenant's suitability.

3.7. The Agent, unless otherwise instructed by the Landlord, will instruct an independent referencing agency in order to obtain a credit reference report in respect of prospective tenants who have provided a holding deposit in respect of the Property, or any guarantor of such prospective tenants. The Landlord agrees to pay the cost of obtaining a credit reference report as set out on the Services and Fees sheet.

3.7.1. The Landlord accepts that the Agent is not responsible in any way for the accuracy or completeness of the information provided or for the accuracy or completeness of the credit reference report.

3.7.2. If the Landlord instructs the Agent not to obtain a reference they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include failure of the tenant(s) to pay rent on time, or at all, and breach of the Landlord's insurance policy.

3.8. The Agent agrees to arrange for a suitable date of commencement for the tenancy. The Landlord accepts that if a date of commencement is agreed but the Landlord subsequently withdraws prior to commencement of the tenancy ('Abortive Tenancy'), the holding deposit will be returned to the tenants in accordance with the Tenant Fees Act 2019 and the Landlord will be responsible for the fees incurred by the Agent as set out on the Services and Fees sheet.

3.9. The Agent agrees to provide a standard form of tenancy agreement under an Assured Shorthold Tenancy, the cost of which is to be borne by the Landlord as set out on the Services and Fees sheet. The Landlord may inspect this prior to the commencement of the tenancy and may request amendments or additional terms, the cost of which is again to be borne by the Landlord as set out on the Services and Fees sheet. The Landlord as set out on the Services and Fees sheet. The Landlord accepts that the Agent is not responsible in any way for the legality or consequence of additional or amended terms in the tenancy agreement requested by the Landlord and is advised to seek separate legal advice. Where an Assured Shorthold Tenancy is not the appropriate form of tenancy agreement, the Agent will provide the appropriate form of tenancy agreement.

3.10. The Agent agrees to comply with any of the Landlord's statutory obligations for service of documents (for example, serving the How to Rent Guide on the tenant(s)) at the start of the tenancy, but the Landlord remains responsible for compliance with statutory obligations once the tenancy has begun. The Agent will advise the Landlord of what and when additional documentation may need to be provided after the initial documents are served.

3.11. If the account enters arrears, the account can be forwarded to our external collections company; DCBL Collections, Direct House, Winnington Avenue, Winnington, Northwich CW8 4EE and any costs therein incurred will be paid by the account holder.

3.12. We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party. Any balance of the commission for the remainder of the term will be invoiced to you and will need to be settled by you.

## 4. RENT COLLECTION SERVICE

4.1. If the Landlord instructs the Agent on a Letting and Rent Collection Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to Clause 3. above.

4.2. Where the tenancy is an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s) prior to the commencement of the tenancy and hold the sum as stakeholder in the Agent's client account. The Agent will within 30 days of receiving the tenancy deposit register this with the Tenancy Deposit Solutions Ltd trading as MyDeposits and provide them with their contact details. Failure on the part of the Landlord to provide such information that may be required in order to register the tenancy deposit within 30 days of the tenancy deposit being received by the Agent shall result in the Agent returning the tenancy deposit to the tenant(s). The Agent will within 30 days of receiving the tenancy deposit provide the tenant(s) with the Prescribed Information and such information as is required to satisfy the requirements of Section 213 of the Housing Act 2004. For information about the deposit scheme, see the Tenancy Deposit Scheme section.

4.3. Where the tenancy is not an Assured Shorthold Tenancy and a cash deposit is taken, the Agent agrees to collect the tenancy deposit from the tenant(s)s prior to the commencement of the tenancy and hold the sum in the Agent's client account.

4.4. The Agent agrees to arrange for a professional independent inventory clerk to provide an Inventory and Schedule of Condition prior to the commencement of any tenancy covered by this agreement. The Landlord agrees to bear the costs of this as set out on the Services and Fees sheet. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk. If the Landlord instructs the Agent not to obtain an Inventory and Schedule of Condition then they accept that the Agent cannot be held responsible for any consequences that arise out of that decision. Such consequences may include an inability to claim for damage to the Property, including and in excess of the amount held as a tenancy deposit.

4.5. The Agent will collect all rents payable from the tenant(s) in respect of the Property at the intervals at which such rent becomes due.

4.6. The Agent agrees to transfer the cleared rental payments less their fees and other recoverable expenses within 14 days of receipt. The Agent shall also provide the Landlord with a monthly statement of rents received ('the Statement') and, at the request of the Landlord, provide the Statement to the Landlord's accountant or other authorised person. Additional copies of Statements are available, the cost of which is to be borne by the Landlord as set out on the Services and Fees sheet.

4.7. The Agent agrees to use their reasonable endeavours to contact the tenant(s) if the rent due under the tenancy agreement is not received when it falls due for payment. Full details of the rent chasing procedure can be provided upon request.

4.8. The Agent agrees to notify the Landlord of any instances where rent or other sums due from the tenants have been outstanding for more than 7 days, even if the payments have subsequently been received.

4.9. The Agent will contact the Landlord three months before the end of the fixed term of the tenancy to enquire whether the Landlord intends to renew the tenancy or terminate. If the Landlord wishes to terminate then the Agent will be able to serve a notice to terminate the tenancy at the end of the fixed term, the fee for which is in the Services and Fees sheet. If the Landlord wishes to renew the tenancy then the Agent will liaise with the tenant(s) to see if they wish to renew. If the tenant(s) wish to renew then the Agent will prepare a Renewal Agreement, the fee for which is in the Services and Fees sheet. This fee will be payable once the Renewal Agreement has been drafted and regardless of whether the Renewal actually takes place.

4.10. The Agent agrees to arrange for a professional independent inventory clerk to provide a 'Check Out Report and Schedule of Condition' within 5 days of the tenant(s) surrendering possession of the Property. The Landlord agrees to bear the costs of this as per the Services and Fees sheet. The Landlord accepts that the Agent cannot accept liability for errors or omissions on the part of the independent inventory clerk.

4.11. The Landlord accepts that it is his responsibility to communicate with the tenant(s) at the end of the tenancy and agree how the tenancy deposit should be allocated. The Agent will only release the tenancy deposit on the written authority of the Landlord and the tenant, which must specify how much (if any) is to be retained by the Landlord. The Agent agrees to release the tenancy deposit within 10 working days of receipt of written instructions from the Landlord and the tenant.

4.12. In the event a settlement cannot be reached, the Agent will continue to hold the deposit for the duration of any claim that the Landlord or the tenant(s) may make through the Courts or via an adjudication process, provided such steps are taken in a timely manner.

4.13. If an agreement is not reached between the Landlord and the tenant(s) within 10 days, the tenant(s) have the right to apply to the tenancy deposit scheme that protected the tenancy deposit to adjudicate on the proposed deductions. The Landlord is advised that whilst the Agent can assist in this regard, if the Landlord does not respond in a timely manner then the tenancy deposit scheme may adjudicate solely upon the tenant(s) evidence.

4.14. The tenant(s) may elect not to use their right to use the tenancy deposit scheme's adjudication process, or may not have the right to use it. In these circumstances, if there is still a dispute, the Landlord must take steps to resolve the matter which may include issuing proceedings via the Court. The Landlord should take legal advice in this regard. If the Landlord does not take timely steps to genuinely resolve the matter then the Agent reserves the right to return the tenancy deposit to the tenant(s) so that the Landlord may pursue the tenant(s) directly. The Landlord is advised that the tenant(s) also have the ability to pursue the Landlord through the Court for the return of the tenancy deposit.

4.15. If the Landlord elects to terminate this Agreement, the Landlord must register with one of the authorised tenancy deposit schemes and provide the Agent with all of the information and documentation required to transfer the tenancy deposit to the Landlord or the nominated scheme. If the Landlord fails to do this the Agent shall return the tenancy deposit to the tenant(s).

4.16. If the Landlord elects to terminate this Agreement but retains at least one of the tenant(s) originally found by the Agent then the Landlord's instructions to the Agent will be on the basis of a Let Only Service, the fees for which are set in the Services and Fees sheet, until such time as all tenant(s) originally found by the Agent have vacated the Property.

4.17. We will transfer all rent received to your UK bank account after deducting our fees and expenses and send you rent statements by email. ('the Guide') explains what steps we will take if rent is not paid on time. Please see the "insurance protection" section for the cover available for loss of rent and legal expenses.

4.18. Carry out initial chasing of any arrears of rent following the established rent arrears process.

## 5. FULLY MANAGED SERVICE

5.1. If the Landlord instructs the Agent on a Full Management Service, the Agent and Landlord hereby agree to each clause under this heading, in addition to Clauses 3. & 4. above.

5.2. In addition to Clause 3.10. the Agent will continue to comply with any of the Landlord's statutory obligations during the tenancy by notifying the Landlord of the need for inspections to be carried out. Where these inspections generate documents that must be served on the tenant(s) the Agent will serve these within any relevant statutory time limit.

5.3. The Agent agrees to write to the utility companies and the local authority to inform them of the new occupants of the Property and the date of commencement of the tenancy, and to provide details of meter readings where possible to obtain.

5.4. The Landlord agrees that, if desired, the Agent may retain a sum equivalent to one week's Rental Value ('the Fund') from the initial rental payment to create a repair fund. This Fund may be replenished to the same level through deductions from subsequent rental payments if necessary. With the Landlord's consent, the Fund can be increased to more than one week's Rental Value.

5.5. The Agent agrees to carry out at least 1 visit per year (or 3 months prior to the renewal date) to the Property to inspect the state of repair of the Property and to identify all reasonably necessary works of repair and maintenance. The Landlord may request that the Agent makes additional visits to the Property but agrees that the cost of this shall be borne by the Landlord as per the Services and Fees sheet. The Agent shall provide the Landlord with an inspection report within 30 days or each visit.

5.6. The Agent, if agreed with the Landlord, agrees to pay outgoings in relation to the Property provided the Agent holds sufficient funds in the Fund. The liability for such outgoings remains the responsibility of the Landlord and the Agent will not accept any liability for late or missed payments.

5.7. The Agent will notify the Landlord as soon as practicable of any occasion where the Agent is unable to discharge any liability of the Landlord or where the Agent is unable to instruct contractors due to insufficient funds in the Fund. For the avoidance of doubt, in this scenario the Landlord must either arrange works themselves, or transfer sufficient funds to the Agent for the Agent to arrange for works. Depending on the value and complexity of the work the Agent reserves the right to charge additional fees for overseeing this work, as set out in the Services and Fees sheet. the Agent retains the right to refuse instructions of such work at which point the responsibility for such work will revert to the Landlord.

5.8. The Landlord authorises the Agent to instruct contractors to carry out general repairs and maintenance to the Property up to the value of the Fund. The Agent is under no obligation to seek the prior approval of the Landlord to arrange such works. These works will be paid for from the Fund.

5.9. The Agent, except in the case of emergency, shall seek authority from the Landlord before instructing contractors to carry out any works which will cost more than the Fund. Upon receipt of such instructions from the Landlord, the Agent will instruct competent contractors to carry out the work. The Agent reserves the right to request sufficient monies to pay for such works before the Agent acts on the instructions.

5.10. In an emergency the Agent will have discretion to incur unauthorised works above the agreed Fund (see Clause 5.4.) provided. This discretion will only be exercised where the Agent has made an attempt to contact the Landlord on three separate occasions using no fewer than two methods of communication provided to the Agent, and where failure to immediately remedy such works would cause the Landlord and/or tenant(s) far greater loss. A gas leak or a burst water pipe would be examples of emergency works. The cost of these works will be reimbursed from the next rental payment(s) following the expenditure, or from the Landlord directly.

5.11. The Agent, unless the Landlord specifically asks it not to, shall supervise repair or maintenance work of the Property. Supervision of works shall be chargeable by the Agent and the Landlord agrees to bear the cost of this as per the Services and Fees sheet. Works estimated to cost in excess of £10,000.00 (inclusive of VAT) will be chargeable by the Agent at a higher rate and the Landlord agrees to bear the cost of this as set out on the Services and Fees sheet.

5.12. The Agent agrees to show on the Statement all deductions of sums in respect of the Property.

5.13. The Agent agrees to negotiate between the Landlord and the tenant(s) in the event that there is a dispute over the tenancy deposit at the termination of the tenancy. The Agent will in the course of this accept all reasonable instructions from the Landlord but must also abide by a general doctrine of fairness in all cases. The Landlord agrees to bear the cost of the Agent's time and effort in negotiations (which might include finding and referring the dispute to an arbitrator) as per the Services and Fees sheet. The Landlord is referred to 'The Tenancy Deposit' section of this Agreement for more information.

5.14. The Agent will not be responsible for the management of any areas that are not demised to the tenant(s) as part of the Property.

5.15. The Agent notifies you that it is not part of our normal function to forward the Client's mail. Therefore, no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office. 5.16. In the case of managed properties, we will administer the renewal of any safety checks to ensure legal compliance.

5.17. If we become aware that repair or maintenance is required to meet your duties as a landlord, we will action (up to a limit of £200 ex VAT or if the work is urgent) providing we are holding sufficient funds. Otherwise, if requested by you, we will obtain two quotations and appoint contractors on your instructions, provided we have sufficient cleared funds. The service will incur the Additional Charges identified in section headed "Additional Charges".

5.18. We will endeavour to use your suitably insured preferred contractors but where a panel contractor is appointed, we may charge that contractor a fee.

5.19. An optional Out of Hours emergency helpline via a third-party provider is available to all Landlords. All costs for onsite attendance, materials, if any, labour and calls will be chargeable to you at the contractors out of hour's rates. (In the event of tenant misuse of this service we will attempt to recover associated costs from the Tenant).

5.20. We will not put the tenancy in place where a clear Right to Rent check is not available. We will only take responsibility for the initial right to rent checks, any subsequent checks that are required remain your responsibility as Landlord unless you instruct us.

5.21. You will provide us with a full set of keys to all main and communal doors for each adult occupant (and for ourselves if you have selected the Management Service.) Please tell us if the tenant is to pay for parking fobs or permits so that this can be included in the tenancy agreement. We will purchase keys on your behalf where necessary. Our secure key tag system ensures that third parties cannot identify which property a set of keys belongs to, therefore, in the event of keys being lost or unaccounted for, our liability is strictly limited to the cost of cutting the new set of keys.

5.22. Where our full management service is selected, ElliotLee will 45 days prior to the expiry date automatically instruct a FULLY QUALIFIED contractor who has provided us with their up-to-date public liability and professional indemnity certificates to carry out the GAS SAFETY, EPC & EICR certificates. Should you wish to use your own contractors please indicate here and email pm@elliotlee.co.uk with their contact details and relevant certificates.

# 6. VOID MANAGEMENT (Optional Service)

6.1. The Void Management Service provided by the Agent is optional. If the Landlord does not wish for ElliotLee to manage their property during void periods, they must notify the Agent by email at lettings@elliotlee.co.uk.

6.2. If the Void Management Service is agreed, the Agent will visit the Property and recommend a monthly fee for the service. This fee will be detailed in writing on the Services and Fees sheet and must be paid in advance by the Landlord.

6.3. The Agent agrees to visit the Property once per week (during normal office hours) and recommend any repairs or maintenance deemed necessary. The Agent will seek the Landlord's instructions before proceeding with any work. Upon receipt of instructions, the Agent will instruct competent contractors to carry out the required work.

6.4. The Landlord must provide funds in advance for the Agent to employ contractors to carry out agreed works.

6.5. The Agent will liaise with utility companies where necessary and attend the Property to allow access for contractors.

6.6. Oh Goodlord Limited ("Goodlord") has been engaged to provide energy supply management services, as well as council tax and water supply registration for the Property.

6.7. If the Void Management Service is chosen, the Landlord authorises the Agent to use Goodlord to manage the energy supply during void periods. This may result in a change of electricity and/or gas supplier for the Property, though the Landlord remains free to select a different provider if desired.

6.8. The Landlord agrees that the Agent may pass their name and contact details to Goodlord for managing the electricity and/or gas supply, and completing registrations for council tax and water supply. Further information on how Goodlord processes personal data can be found at: https://www.goodlord.co/privacy-policy

6.9. Once a Tenant takes possession of the Property, they are free to choose their own utility providers.

# 7. FEES

7.1. The Landlord agrees that the Agent's fees shall be payable where tenant(s) (or an individual introduced as part of a group of tenants) are found as a result of a viewing conducted by the Agent, the advertising of the Property during this Agreement, through the Landlord's own contacts, or through a third party's contacts while this Agreement is in force.

For the avoidance of doubt, if the Landlord instructs multiple agents to market the Property and the Agent has conducted a viewing with prospective tenant(s), but those tenant(s) (or an individual introduced as part of a group of tenants) agree to a tenancy for the Property through another agent, the Agent reserves the right to charge a fee, as specified in the "Agreement," on a 12-month upfront basis.

7.2. The Agent's fees, as well as any other sums that may be owing to the Agent from the Landlord, will be deducted from the Rental Value, though the Agent reserves the right to charge the Landlord directly for any shortfall. For the avoidance of doubt, in the event the tenant(s) do not pay part or all of the rent to the Agent or otherwise, the Agent reserves the right to invoice the Landlord directly for the fee.

7.3. For invoicing purposes the Agent's fees are owed each month in advance coinciding with the first day of the tenancy. The Agent reserves the right to change the invoicing period to coincide with the way the rent is paid.

7.4. If the fees outlined under this heading are not paid by the Landlord by the due dates, interest shall accrue at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc. If any payments remain outstanding for 21 days or more, the Agent shall be entitled to suspend the Services for the Landlord until such sums are paid in full. The Landlord agrees to pay all fees incurred by the Agent in collecting outstanding sums.

7.5. The Landlord agrees that any fees due to the Agent and payable by the tenant(s) under the terms of the tenancy agreement can be recovered from the tenancy deposit and take priority over any claim the Landlord has against the tenancy deposit.

7.6. The Agent reserves the right to recover any fees due to them and payable under the terms of the tenancy agreement from the Landlord in the event that they cannot be recovered through the tenancy deposit.

7.7. The Agent reserves the right to alter the figures in the Services and Fees sheet. The Agent will give the Landlord 1 months' notice and the fee alteration will take effect on the next date on which fees are due once the notice has expired.

7.8. VAT will be levied at the prevailing rate. Where fees are quoted inclusive of VAT within this Agreement, the VAT is calculated at the current rate of 20%.

# 8. THE TENANCY DEPOSIT

8.1. In accordance with the Housing Act 2004, the tenancy deposit of any Assured Shorthold Tenancy (non-Assured Shorthold Tenancies are excluded) must be protected by an approved, recognised scheme.

8.2. The Agent is registered with mydeposits, 1st Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH, Tel: 0333 321 9401, Email: info@mydeposits.co.uk , Website: www.mydeposits.co.uk

8.3. This is a custodial scheme. This means that the tenancy deposit will be held by the administrator of the Scheme until the Landlord and the tenant(s) agree how the tenancy deposit is to be apportioned, or until any dispute between the Landlord and the tenant(s) has been resolved.

8.4. If the Agent is a member of a deposit replacement scheme ("DRS").

8.4.1. The DRS operates by requiring the tenant(s) to take out an insurance policy with them. Once the tenancy comes to an end the DRS will pay up to a certain amount for any insurable damage caused by the tenant(s).

8.4.2. The DRS terms and conditions are enclosed with this Agreement which will set out the maximum amount payable under the DRS policy.

8.4.3. The Landlord must confirm if they wish to use the DRS before the start of the tenancy.

8.4.4. The Landlord is responsible for making a claim with the DRS at the end of the tenancy, though the Agent will endeavour to provide the Landlord with helpful information for such a claim in line with the requirements of their Service.

## 9. RENT PROTECTION SERVICE

9.1. If this option is selected, in support of the satisfactory Tenant Assessment, ElliotLee is prepared to provide to the Landlord a rent and legal protection service in accordance with the terms detailed below and subject to any separate terms and conditions as provided to the Landlord.

9.2. In the event that the tenant(s) default on a payment of rent within the first 12 months of the tenancy and that rent remains outstanding for a period of 30 days, the Agent will pay rent monthly to the Landlord. No payments will be payable in respect of outstanding contractual rent as may be owed by the tenant(s) once the tenant(s) cease to reside in the property. Payments will be made subject to any deductions agreed or any charges that are outstanding as set out in the Terms.

9.3. Payments shall be made by the Agent subject to the following conditions being met by the Landlord:

9.3.1.A satisfactory reference has been obtained for each tenant and each guarantor from an approved referencing service within 60 days of the tenancy commencement and that all the terms of the reference have been complied with.

9.3.2. A detailed inventory of the contents and the condition of the Property has been carried out and agreed to by the tenant(s).

9.3.3. Clear and up to date rental records have been kept.

9.3.4. The tenant(s) are 18 years of age or more.

9.3.5. There is an appropriate and correctly executed tenancy agreement in place that has been signed by all parties.

9.3.6. One month's' rent and a deposit of at least one month's rent has been collected prior to the occupation of the Property by the tenant(s) or the tenant(s) have agreed to and purchased an approved deposit replacement alternative.

9.4. Payments will not be paid out under this service if:

9.4.1.Any default is reported to the Agent after 31 days from when the rent was due.

9.4.2. The default has arisen due to the Landlord not fulfilling their obligations as specified in the tenancy agreement.

9.4.3. The Landlord acts without the consent of or against the advice of the Agent.

9.4.4. The Landlord is in breach of any rules or requirements relating to the deposit.

9.4.5. Where a substantiated allegation of dishonesty or violent behaviour has been made against the Landlord.

9.4.6. The arrears relate to someone legally taking the Property away from you, or restrictions or controls are placed on your property by any government or public or local authority.

9.4.7. A defence and / or a counterclaim is raised during the course of any proceedings instigated by the tenant(s) seeking to off-set unpaid rent.

9.4.8. You terminate the Terms.

9.5. Please note the Rent Protection & Legal Cover service is subject to a price increase if Insurance Premium Tax (IPT) increases.

## 10. TERMINATION

10.1 Subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this Agreement will continue until it is ended in accordance with the clauses below.

10.2. Within 14 days of instructing the Agent under the Terms the Landlord may change their mind and cancel the instruction. The Landlord does not have this power if they arranged and signed the Terms in the offices of the Agent.

10.3. The Landlord may terminate this Agreement by giving three months' written notice to the Agent. The Landlord agrees to pay all fees owed to the Agent up to the date of termination on or before the date of termination.

10.4. The Agent agrees to prepare and serve on the Landlord within 28 days of the date of termination a statement of account showing all receipts and expenditure in respect of the Property from the date of the last statement provided to the Landlord.

10.5. Any fees payable as part of this Agreement shall continue to be payable until the applicable notice period, as set out above, has passed.

10.6. Notwithstanding the above, this Agreement shall continue to apply on the basis of a Let Only Service until all tenant(s) found by the Agent have vacated the Property.

10.7. The Agent may terminate this Agreement immediately by written notice to the Landlord if the Landlord is in breach of the Agreement, including non-payment of fees, or where any act or omission on the part of the Landlord makes it impractical or impossible for the Agent to continue to provide the Services.

10.8. Notwithstanding the above, the Agent may terminate this Agreement by giving three months' written notice to the Landlord.

10.9. Early Termination or Transfer of our Services. Our Full Management or Rent Collection service may be terminated by 3 months written notice by either party. Any Rent Protection & Legal Cover or Property Protect policy will terminate automatically but please see "Fees" sheet for details of fees payable on termination or transfer. Termination does not affect any warranties, assurances or indemnity you have given us. Either party may terminate if the other party fails to remedy promptly any breach of this Agreement. Please note no termination fee is payable if the service is maintained with ElliotLee to the end of the tenancy period.

10.10. If instructed we will serve notice on the tenant enabling you to apply for possession after the expiry of a tenancy. This will incur an Additional Charge if you have not chosen the Full Management service.

#### **11. GENERAL TERMS**

11.1. Without prejudice to the generality of the Agreement, the Agent will comply with all reasonable instructions from the Landlord from time-to-time in respect of the management of the Property or any part of it.

11.2. The Landlord will indemnify the Agent from and against all loss and expense the Agent suffers in consequence of any act or omission of the Landlord, including legal fees.

11.3. The Landlord agrees that the Agent is not responsible for non-payment of rent (whether in part or in full) on the part of the tenant(s).

11.4. The Landlord agrees that the Agent is not responsible for loss or damage (whether direct, indirect or consequential) sustained as a result of the Agent being unable to discharge any liability of the Landlord due to having insufficient funds in the Fund.

11.5. The Landlord agrees that the Agent is not responsible for managing or overseeing the Property when there is no tenancy agreement in place, unless the Agent is instructed under the Void Management Service.

11.6. The Landlord agrees that the Agent is not responsible for showing the tenant(s) how to use any of the appliances, fixed or moveable, in the Property.

11.7. The Landlord remains responsible for arranging for any mail (including utility and Council Tax bills) to be redirected and the Agent will not be responsible for the collection or forwarding of mail from the Property.

11.8. The Agent may accept receipt of the keys in respect of the Property at the termination of the tenancy. The Landlord accepts that it is thereafter the Landlord's responsibility to collect those keys from the Agent.

11.9. The Landlord agrees that if a person who has been introduced by the Agent, or introduced by somebody who was introduced by the Agent, takes a tenancy of the Property by direct arrangement with the Landlord, or another agency, within 12 months of that introduction then the Landlord agrees to remain liable for the fees associated with the Let Only Service for the remaining term of the tenancy.

11.10. Upon the Landlord signing this Agreement, the Agent shall be deemed to be instructed to sign on the behalf of the Landlord all documents necessary to affect an Assured Shorthold Tenancy, or other tenancy if an Assured Shorthold Tenancy is not appropriate, of the Property. The Agent will use its reasonable endeavours to notify the terms of such documents and seek the approval of the Landlord prior to affecting the same. The Landlord accepts that if the Agent is unable to contact the Landlord, the Agent may agree to terms it considers reasonably acceptable.

11.11. The Landlord agrees that any interest incurred on monies being held for the Landlord will belong to the Agent, with the exception of the tenancy deposit, for which interest will belong to the person(s) specified in the tenancy agreement.

11.12. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be severed and the remainder of this Agreement shall continue in full force and effect where possible.

11.13. The Agent may employ sub-contractors to carry out any part of the Services.

11.14. The Landlord accepts that the Agent is unable to provide advice in relation to the liability of the Landlord for tax on income arising from the letting of the Property and the Landlord confirms that he shall seek independent advice. The Agent confirms that they are obliged to inform HM Revenue and Customs (HMRC) of the Landlord when the Property is let, including confirmation of the rental income received. The Landlord's attention is drawn to the 'Tax' section below.

11.15. Except as expressly provided (including in respect of indemnity), the parties do not intend any term or provision of this Agreement to create any rights or benefits to any other party other than the parties to the Agreement or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect the rights or remedies of any third parties which may exist or which may be available apart from the Act.

11.16. Reference to any statute or statutory provision shall be deemed to include any statutory modification or reenactments thereof, or any rule or regulations made thereunder or any enactment repealing and replacing the Act referred to.

11.17. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of person whether corporate or incorporate.

11.18. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

11.19. The Agreement shall be governed by the law of England and Wales, and the Landlord submits to the exclusive jurisdiction of the courts in England and Wales.

11.20. This Agreement, including all documents attached hereto, including but not limited to the Instruction Form and Services and Fees sheet embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.

11.21. This Agreement may be amended only by written agreement signed by both the Landlord and the Agent. No provisions in this Agreement may be waived excepted by a written document signed by both the Landlord and the Agent. No waiver of a provision will be deemed to be or will constitute a waiver of any other provisions of this Agreement.

11.22. In the event that the Agent sells their business to a third party, the Landlord consents to the third party providing the Services and abiding by the Terms in place of the Agent, subject at all times to the Landlord's right of cancellation set out in the Terms.

11.23. For clarity, we do not charge a fee in the event that you sell the Property, whether to a tenant we have introduced or otherwise, unless we are formally instructed and act as the selling agent under a separate written agreement.

11.24. If a tenant we have introduced, or an approved sharer with that tenant, introduces another tenant to the property or to another property, you will incur a fee on the same basis as set out in this Agreement for Tenant Introduction. A tenancy where at least one of the original tenants or approved sharers of the property remains in occupation will be treated as a continuation or extension of the original tenancy for the purposes of this Agreement.

11.25. Upon the tenancy becoming a statutory periodic tenancy or periodic tenancy (this is where the tenant remains in occupation without a new agreement) our fees, calculated as agreed in respect of the original letting, will be due annually in advance within 14 days of invoicing, together with the 'periodic administration fee' as set out in 'Additional Charges'. If the tenancy is extended or renewed by a new fixed term, (whether or not we carry out the negotiations) this will incur a fee, calculated and payable as agreed in respect of the original letting together (if applicable) with the tenancy agreement preparation fee as detailed in "Fees" sheet.

11.26. If the tenant defaults, no part of any fee payable in advance will be refunded and fee instalments will remain payable to the end of the stated contractual term of the tenancy. However, after a default, our fee for introducing a new tenant will give credit for any Tenant Introduction fee paid previously to the extent it relates to a period covered by the new introduction.

#### 12. COMMISSIONS

12.1. The Agent may receive commission from any contractors employed and/or instructed on behalf of the Landlord to undertake works and/or repairs to the Property at an agreed percentage rate of the invoice total. The commission payment is payable by the contractor and is not owed by the Landlord or to the Landlord.

#### 13. LIMITATION OF LIABILITY

13.1. The Agent shall have no liability to the Landlord for any loss, damage, costs, expenses or other claims arising from any documentation, information or instructions supplied by the Landlord which are incomplete, incorrect, inaccurate, illegible, or consisting of any other fault.

13.2. It is acknowledged that the Agent shall not be liable for breach of contract or any other failure or defect in performance of the Services which are performed other than by the employees of the Agent.

13.3. Except in respect of death or personal injury caused by the Agent's negligence, the Agent shall not be liable to the Landlord by reason of any representation (unless fraudulent) for any loss (whether direct or indirect), including consequential loss, loss of goodwill and all other such loss however caused under the Agreement of the provision of the Services.

## 14. TAX

14.1. If the Landlord is a UK resident, the Landlord is obliged to notify the Agent where they will be living, working or travelling abroad (outside of the United Kingdom) for more than six months. If the Landlord satisfies the above condition, or otherwise lives permanently outside of the United Kingdom, the Landlord may become liable for NonResident Landlord Tax and a form NRL1 must be completed and sent to HMRC. HMRC will provide the Landlord with an NRL8 Approval Number. The Agent will then deduct the appropriate amount of Non-Resident Landlord Tax from any rent paid by the tenant(s) and forward it to HMRC. The Landlord is advised to seek their own legal advice in respect of their tax liabilities.

#### **15. DATA PROTECTION**

15.1. The Landlord is responsible for ensuring that any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) supplied by the Landlord to the Agent has been collected within the terms of the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018).

15.2. The Agent agrees to process any personal data (as defined by the United Kingdom General Data Protection Regulation (UK-GDPR) and the Data Protection Act 2018 (DPA 2018)) in accordance with the lawful and reasonable written instructions from the Landlord. The Agent reserves the right to refuse to provide data where such provision would breach the Agent's obligation to the above Regulation.

#### **16. FORCE MAJEURE**

16.1. The Agent shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay or failure due to any circumstances beyond their reasonable control.

## 17. NOTICES

17.1. Any notice or other communications to be given under the Agreement shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery to the relevant addresses stated in the Agreement. Communications shall be deemed to have been received at the time of delivery if delivered by hand or two working days after posting, if posted.

#### **18. SOLE AGENCY**

18.1. Depending on the agency type agreed and stated in the "Agreement," the Landlord may appoint the Agent on a sole agency basis. Under a sole agency arrangement, the Landlord agrees that no other letting agent shall be appointed to market the Property for a period of eight weeks. This arrangement can be terminated by the Landlord at the end of the eight-week period by providing not less than two weeks' written notice.

# 19. MULTI AGENCY

19.1. Depending on the agency type agreed and stated in the "Agreement," the Agent acknowledges that the Landlord may instruct other agents to market the Property while this Agreement is in force.

The parties in this agreement shall be:

Agent: EL (UK) LTD, trading as ElliotLee Estate Agents Company Registration Number: 06512135 Registered Office Address: 319 Rayners Lane, Pinner, Greater London, HA5 5EH, England VAT Number: 835 8320 21 Non-Resident Landlord Letting Agent Reference Number: NA037497

"CMP" Client Money Protection. ElliotLee is part of the PropertyMark Client Money Protection Scheme Scheme Ref: C0003235

"TPO" The Property Ombudsman. ElliotLee are members of the dispute & compensation scheme operated by The Property Ombudsman (www.tpos.co.uk). Our Registration No: N01132

CANCELLATION FORM		
TO: ElliotLee I am/we are writing to you by means of th	ne following (please tick box):	
Writing to: ElliotLee Estate Agents, Lettings Department, 319 Rayners Lane, Pinner. HA5 5EH		
Email to: lettings@elliotlee.co.uk		
I/we hereby give notice that I/we wish to cancel our agreement for services whose details are as follows:		
[		
Property Address		
Name		
Address (if different from above)		
Date contract signed		
Date this cancellation form was sent		
Reason for cancellation (optional)		
l		

Elliotlee