

Terms & Conditions
of Business

mishons



Terms & Conditions of Business

Introduction

The following conditions form part of the agreement between Mishons Lettings Ltd TA Mishons and the LANDLORD specified at the end of this document.

These terms are reliant upon the information given to the AGENT by the LANDLORD.

Our standard services (see also commissions, fees and charges)

	Full Managed PLATINUM	Rent and Protect	Find Tenant Only
Market appraisals	Y	Y	Y
Comprehensive marketing of the property	Y	Y	Y
Arrange and conduct accompanied viewings	Y	Y	Y
Negotiating tenancy terms	Y	Y	Y
Applicant referencing	Y	Y	Y
Preparation of tenancy agreements	Y	Y	Y
Preparation of inventory & schedule of conditions	Y	Y	Y
Advising you of steps to be taken to ensure legal compliance prior to tenancy	Y	Y	Y
Collect and distribute cleared funds for initial month's rent	Y	Y	Y
Collect and hold security deposit as stakeholder	Y	Y	Y
Notify service providers of new tenancy	Y	Y	Y
Tenancy rent processing	Y	Y	
Rent and legal protection available*	Y	Y	
Right to rent checks	Y	Y	
Arrears management	Y	Y	
Advising you of ongoing legal compliance requirements	Y		
Hold keys to the property	Y		
Point of contact for tenants	Y		
Managing tenancy queries or disputes	Y		
Routine property inspections (2 year)	Y		
End of tenancy assistance	Y		
Buildings and contents annual review	Y		
Provision of annual reports for Self Assessment	Y		

Management service level (see also commission, fees and charges)

Full Management

We will:

1. Consult with the LANDLORD, understand the LANDLORD'S specific needs and preferences.
2. Advise the LANDLORD in relation to steps to be taken to ensure LEGAL compliance prior to tenancy commencement.
3. Arrange comprehensive marketing of the PROPERTY to find the right TENANT.
4. Ensure that the immigration status of all applicants, as appropriate is checked under Part 3 Chapter 1 of the Immigration Act 2014 and in line with current legislation.
5. Arrange and conduct accompanied viewings.
6. Take references appropriate to the circumstances of the prospective TENANT. This may be done by the AGENT or may be outsourced to a reference company as the AGENT thinks fit.
7. Prepare the Tenancy Agreement.
8. Prepare an INVENTORY and SCHEDULE OF CONDITION and seek to agree with the TENANT within 7 WORKING DAYS of commencement of tenancy.
9. Collect cleared funds as a security DEPOSIT, equal to 5 weeks rent, which will be held by Mishons as STAKEHOLDER. These monies will be lodged with The Tenancy Deposit Scheme (TDS) (www.tds.gb.com).
10. Collect initial month's rent as cleared funds, pay these monies (less fees) to the LANDLORD's nominated account within 5 working days of move in, and accounted for with a Property Management Statement.
11. If the LANDLORD lives overseas, the AGENT must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the LANDLORD must apply to HM Revenue and Customs for approval of gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved. When rental monies are paid directly by TENANT to LANDLORD, the TENANT is responsible for accounting to HM Revenue & Customs in this respect.
12. Ensure all pre-tenancy documentation required by law is issued to TENANT(S).
13. Advise utility providers (gas, electric, council tax and water companies where applicable) of meter readings and change of occupier.
 - 1.1 When the LANDLORD's property is let, gas and electricity will be provided by the incumbent Energy Supplier.
 - 1.2 One Utility Bill will never contact the LANDLORD directly and will not hold any personal details longer than necessary, in line with our Data Retention Policy. Your information will be stored securely and handled in a lawful manner as explained in our Privacy Notice found on our Website or here.
 - 1.3 The LANDLORD agrees that Mishons may pass personal details and details of the PROPERTY to One Utility Bill for the purposes of:
 - 1.3.a Registering the PROPERTY under the name of "the occupier" with the incumbent water supplier.
 - 1.3.b Registering the new tenancy details for gas, electricity, water and council tax.
 - 1.3.c Informing the incumbent suppliers of the liable party for any void periods
 - 1.4 One Utility Bill will use the LANDLORD's details only for the purposes set out above and not in any other way.
 - 1.5 One Utility Bill and Mishons will comply with their obligations as a data controller and/or data processor (as appropriate) under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle LANDLORD's data in the manner set out in our Privacy Notice.
14. Use our best endeavors at all times to collect rents or other charges due from the TENANT and provide monthly accounts to the LANDLORD. These monies (less fees) will be paid into the LANDLORD's nominated account within 10 WORKING DAYS of receipt of rent. However, the AGENT will not be liable for the amount of any arrears nor for any legal or other costs incurred by the AGENT or the LANDLORD or any other party in respect of the recovery of such arrears.
15. Confirm that maintenance and repairs are carried out satisfactorily. The AGENT will make payment to the tradesmen on the LANDLORD's behalf and deduct it from the LANDLORD's Property Management Statement to a maximum of £150.00. Please note, should a maintenance or repair exceed this limit, we will seek the LANDLORD's instruction. In the event of an emergency however, the AGENT will undertake to have this work carried out to ensure the safety of your PROPERTY and that of the TENANTS. Any resulting expenses incurred will be deemed to be with the LANDLORD'S authority and on the LANDLORD's behalf, and deducted from the PROPERTY Management Statement in a process agreeable to both parties.
 - (a) Make initial inspection of the PROPERTY (for each new tenancy) and advise the LANDLORD of the results, including where necessary a full PROPERTY maintenance report which the AGENT'S consider should be brought to the LANDLORD'S attention.
 - (b) Make 2 free inspections per annum of the PROPERTY and advise the LANDLORD of the results, including where necessary a full PROPERTY maintenance report which the AGENT'S consider should be brought to the LANDLORD'S attention.
16. Whilst every effort will be made to monitor the condition of the PROPERTY such inspections are to ensure the TENANTS are observing the conditions of the Tenancy Agreement and that it is being cared for by the TENANT. The AGENT cannot be held responsible however for any unrelated damage, for example structural damage or defects (extra property inspections are available - please see table of charges).
17. At the end of the tenancy the AGENT will carry out a final inspection and check the INVENTORY and SCHEDULE OF CONDITION and make such deductions as in the AGENT's opinion are necessary from the TENANTS' DEPOSIT monies in order to compensate for any dilapidations, and fair wear and tear being taken into account. (Please see table of charges).
18. Where it is found that a condition of the Tenancy Agreement has been breached by the TENANT, the AGENT will take all necessary steps to resolve this situation and report to the LANDLORD on a continuing basis until the problem is resolved. (Please see table of charges).
19. Re-market the PROPERTY. However, when the PROPERTY remains unoccupied between letting periods it must be distinctly understood that Mishons do not accept responsibility for supervision of the PROPERTY when vacant. However in normal circumstances where the AGENT are conducting viewings, and irregularities are found the AGENT will ensure that the LANDLORD is advised. It is the responsibility of the LANDLORD to ensure that all services, especially water, are turned off where necessary and the central heating and water system is drained down.
20. Use our best endeavours to recover possession of the PROPERTY in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the LANDLORD to instruct solicitors with whom the AGENT will liaise. The AGENT will not be liable for any legal or other costs incurred in any action against current or previous TENANTS undertaken on the LANDLORD'S instructions.
21. Fees and costs will be deducted directly from the monies being received and will be accounted for by way of a PROPERTY MANAGEMENT STATEMENT. (See attached commissions, fees and charges).
22. Endeavor to ensure that the LANDLORD complies with appropriate LEGAL and STATUTORY requirements, but we cannot be held responsible for any infringement by the LANDLORD.

Rent Collection

For LANDLORDS who want to manage their own PROPERTY, but still want the professional approach taken when it comes to both RENT COLLECTION and MARKETING the PROPERTY and TENANT selection. Previous clauses 1-14 apply.

Find TENANT Only

For LANDLORDS who want to manage their own PROPERTY but still want the professional approach taken when it comes to MARKETING the PROPERTY and TENANT selection. Previous clauses 1-13 apply.

Mishons Rent Guarantee

(Available with our Full Management and Rent Collection services)

Why Choose Rent Protection?

As your letting AGENT we aim to put high quality TENANTS into your property ensuring they have a sound financial record and references.

However, in this unstable economic environment TENANTS who passed these references at the start of the tenancy may well find themselves in difficulty in the future.

The increasing demand for rental properties, providing LANDLORDS with strong rental yields, can lead to an increase in exposure to ever changing market risks.

If disaster strikes and your TENANT does stop paying the rent, it can often take months to gain vacant possession of the PROPERTY. This could leave you out of pocket for several months' rent and hundreds of pounds in legal fees.

Working with our supplier Let Alliance, we can provide a rent guarantee to give you peace of mind.

What Rent Guarantee Covers

Subject to satisfactory results using the Let Alliance TENANTS referencing service, the comprehensive backed protection provided includes -

For protection in place before 1st May 2026:

- Rent Guarantee protection, providing protection from day 1 of rental arrears
- Rent payable for a maximum of 15 months or until vacant possession of the PROPERTY is gained, whichever happens soonest. Rent claim limit of £50,000
- Legal costs covered in gaining vacant possession up to £100,000.
- Any protection added to an existing tenancy is subject to conditions and a 60 day no claim period.

For protection taken on or after 1st May 2026:

- Rent Guarantee protection, providing protection from day 1 of rental arrears
- Rent payable for a maximum of 24 months or until vacant possession of the PROPERTY is gained, whichever happens soonest. Rent claim limit of £100,000
- Legal costs covered in gaining vacant possession up to £100,000.
- Any protection added to an existing tenancy is subject to conditions and a 60 day no claim period.

The above features are provided subject to the LANDLORD adhering to the mandatory legal obligations under the Housing Act. The LANDLORD must also adhere to our standard AGENT terms and conditions of business.

In conjunction with our managed service, we can offer this additional package for an additional:

- £40 + VAT (£48 incl.) on rents up to £1,000.00 per calendar month
- £50 + VAT (£60 incl.) on rents above £1,000.00 per calendar month
- £60 + VAT (£72 incl.) on rents above £1,500 per calendar month
- £70 + VAT (£84 incl.) on rents above £2,000 per calendar month (capped at £2,500).

Renewals are automatic and there is a 14 day cooling off period.

Terms of the Guarantee

During a tenancy where the additional Rent Protection charge has been paid by the LANDLORD, then the following will happen:

As soon as the TENANT falls into arrears (usually 30 days after the rent due date) the legal action for possession of the PROPERTY will be started and we will start action to regain the PROPERTY.

Upon acceptance of a guarantee claim rent will be paid in arrears until vacant possession is obtained, monthly, in arrears.

All of the LANDLORD's legal costs incurred in evicting a TENANT, as a result of non-payment of rent are included.

All rental payments will have the agreed deductions as set out in the agency agreement for the management fee and rent protection charge. Deductions may also be made for any outstanding charges.

In the event of payments being made under this guarantee, all rights of the LANDLORD to recover such sums shall be subrogated to the AGENT or their insurer in order to affect recovery of sums paid (in the name of the LANDLORD if necessary or expedient). By signing this agency agreement the LANDLORD confirms and agrees to the same. Recovery of rents paid out shall be at the sole discretion of the AGENT.

Should the LANDLORD receive any funds from any TENANT(s)/ Guarantor(s) after any date of default which results in the AGENT having to pay any monies to the LANDLORD under the terms of this guarantee, the LANDLORD shall immediately notify the AGENT of such receipt and shall forward such funds (up to the amount paid by the AGENT) to the AGENT immediately on receipt of the same.

Conditions

The above sums will be paid provided that the following conditions are met:

1. A deposit equal to a minimum one months rent must be taken in cleared funds by the AGENT prior to commencement of the tenancy. This must be held in an approved legal scheme.
2. The tenancy starts within 60 days after the date of approved references.
3. The tenancy must not start before references or a credit report acceptable to AGENT have been received, and a suitable Tenancy Agreement, inventory and notices (if applicable) have been drawn up and executed with the TENANT.
4. The LANDLORD, at his/her own expense, must attend any court hearing if required to do so.
5. If a Guarantor is required, the LANDLORD or the AGENT must ensure that the Guarantor has entered into a written legally binding guarantee with the LANDLORD in respect of the tenancy.
6. AGENT and Let Alliance shall have the right, at any time, under subrogation to pursue the recovery of any rent guarantee paid out, including if required court proceedings.
7. If any of these terms, conditions, restrictions and limitations have not been adhered to then AGENT reserve the right not to make payment under the scheme.
8. AGENT and Let Alliance shall have absolute discretion as to whether to take any action to recover unpaid rent from a TENANT. Any sums recovered will be returned to the LANDLORD less any cost fees and costs incurred and any management fees and charges due.
9. If the TENANT reasonably withholds rent due to repairs or LANDLORD's unfulfilled obligations then AGENT is not obliged to compensate the LANDLORD for this sum.
10. A months' notice must be given to terminate the Rent Guarantee service.

All Service Levels

- The LANDLORD will be responsible for the arrangement and valid continuance of adequate building and contents insurance on the PROPERTY unless specifically agreed otherwise in writing with the AGENT. Furthermore, the LANDLORD will particularly inform the AGENT in writing of any action that needs to be taken to ensure continuance of insurance either for renewal of because the PROPERTY is vacant.
- The AGENT should be informed immediately of any substantial change affecting the PROPERTY and /or the AGENT'S management of it. The LANDLORD accepts that the AGENT can best carry out their management function if they are aware of possible problems arising.
- The LANDLORD agrees to indemnify the AGENT for all reasonable costs incurred in connection with the management of the PROPERTY including the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.

Useful information and general terms

Notices

- If the LANDLORD wishes to cancel this agreement before a tenancy has commenced, the LANDLORD may do so by writing to the AGENT at the AGENT'S address. If the LANDLORD wishes to cancel within 14 days of the signing of this agreement, then the LANDLORD may cancel by completing the form found within the LANDLORD pack provided.
- Four months notice to terminate this contract can be given by the LANDLORD to the AGENT.
- Fees will remain due and payable to the AGENT for the four month notice period.
- If the AGENT has committed expenditure or undertaken work, the LANDLORD agrees to reimburse the AGENT with those costs and expenses. If a ready willing and able TENANT has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas safety check.
- If the LANDLORD wishes to cancel this agreement during a tenancy (Full Management and Rent Collect), the LANDLORD may do so in writing to the AGENT giving four month's notice to allow for the orderly handover of the PROPERTY. (Please note the AGENT will not be able to transfer the DEPOSIT without the written agreement of the LANDLORD and the TENANT. The AGENT will also need to be satisfied it will be properly re-protected after being handed over).
- If the AGENT wishes to end this agreement at any stage the AGENT will write to the LANDLORD giving reasonable a notice to allow the LANDLORD to appoint another AGENT.
- Notice can be posted first class, recorded delivery, hand delivered or by electronic mail to the AGENT'S office for notices to the AGENT or the last known address of the LANDLORD for notices to the LANDLORD.
- If at any time after the commencement of the tenancy the PROPERTY is sold to the TENANT we shall be entitled to a commission of 1% of the sale price.

Various

- It is agreed that the AGENT may from time to time vary the terms of this agreement (usually annually) and the Table of Charges, in writing. The AGENT will notify the LANDLORD of the proposed variations and such variations shall then form part of this agreement unless the LANDLORD declines the amendments, by written notification to the AGENT within fourteen days of receipt. At least one month's notice will be provided.
- The Contacts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- This agreement will form the basis for the AGENT managing any other properties for the LANDLORD at which ever level of service the LANDLORD chooses for each PROPERTY.
- The LANDLORD and AGENT shall comply with all applicable Anti-Money Laundering and sanctions laws and requirements. The LANDLORD shall provide all information and documents required for such checks. The LANDLORD is responsible for the cost of Anti-Money Laundering, sanctions, and related compliance checks carried out by the AGENT or third parties (see Table of Charges).
- The AGENT will provide all documents and information reasonably required in relation to any First-tier Tribunal proceedings and may attend and/or represent the LANDLORD where necessary. All preparation, attendance, and related services provided by the AGENT will be charged in accordance with the Table of Charges.
- The AGENT may use out-of-hours handlers to triage emergency reports and instruct or outsource emergency works to third-party contractors where immediate action is required to protect the PROPERTY, TENANTS, or third parties. Action may be taken without prior approval where delay would increase risk, damage, or cost. The LANDLORD indemnifies the AGENT for all incurred costs arising from triage, instructions, and contractor services. The AGENT will notify the LANDLORD as soon as practicable.
- In the event that a holding deposit is lawfully retained from a prospective tenant (including but not limited to where the tenant withdraws from the tenancy or fails to take reasonable steps to enter into the tenancy), the Agent shall be entitled to retain such holding deposit to cover the reasonable costs incurred in relation to the proposed tenancy, including marketing, referencing, administration, and preparation of tenancy documentation. The Landlord acknowledges that these costs are incurred by the Agent regardless of whether the tenancy proceeds and agrees that the holding deposit will not be payable to the Landlord in such circumstances.

Restrictions Following Possession for Sale or Occupation

- Where the Landlord regains possession of the Property using grounds relating to occupation by the Landlord or sale of the Property (including Ground 1A under the Renters' Rights legislation), the Landlord agrees that the Property must not be re-let or marketed for letting for a period of 12 months following possession, unless otherwise permitted by law. The Landlord agrees to indemnify the Agent against any claim, loss, penalty, or enforcement action arising from any breach of this clause or relevant legislation.
 - An exception may apply to shared ownership properties where Ground 1A has been used and the Landlord can demonstrate genuine attempts were made to sell the Property.

Additional Services and Hourly Charges

- Where requested by the Landlord, the Agent can provide the relevant Section 8 documentation. A fee of £75.00 plus VAT will be payable for this service. This fee does not include legal advice, completion of the notice by the Agent, service of the notice, or any court or possession proceedings.
- The management fee covers only those services expressly detailed within the agreed management package. Any additional services requested by the Client, or services required outside the normal scope of management, may be subject to the following charges:
 - Attendance at the Property, including meeting contractors, British Gas engineers, providing access, key collection and delivery, or other similar visits: £20.00 plus VAT per visit.
 - Additional property-related services including time spent at a property, accompanying a contractor, British Gas engineers, surveyor etc: £40.00 plus VAT per hour.
 - All charges will be calculated on a reasonable time basis and may be charged in increments of 15 minutes, subject to a minimum charge where applicable.
 - Where reasonably practicable, the Agent will obtain the Client's prior approval before undertaking chargeable additional services. However, the Agent reserves the right to carry out any work deemed necessary to comply with legal obligations, compliance, to protect the Property, safeguard the interests of the Client, or address an emergency situation, in which case the above charges may apply.

Data Protection

- The AGENT is required to be registered for the purposes of the Data Protection Act.
- The LANDLORD gives consent to their personal data being given to TENANTS, contractors, enforcement agencies, insurance providers, utility providers, other partners and PROPERTY management software providers to enable the effective management of the PROPERTY and to comply with LEGAL duties.

Financial

- The LANDLORD will indemnify the AGENT for any claim, damage or liability suffered by the AGENT as a result of acting on the LANDLORD'S behalf unless this arises through the AGENT'S negligence or breach of contract.
- The LANDLORD will pay all the AGENT fees, commission and expenses appropriate to the level of service required by the LANDLORD as set out on the attached Table of Charges or any revision of the Table of Charges notified to the LANDLORD in accordance with this agreement.
- The AGENT will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the LANDLORD will pay the AGENT any shortfall upon demand.
- The AGENT will review the level of rent to be charged in consultation with the LANDLORD in conjunction with market comparable evidence available.
- The AGENT shall be entitled to retain interest earned on any money held on the LANDLORD'S behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies and any fees charged to TENANTS earned while acting on the LANDLORD'S behalf. Details of such income received by the AGENT can be provided to the LANDLORD on request.
- Any interest accrued on monies that we hold on the LANDLORD'S behalf will be retained by the AGENT to cover bank and administration charges etc. Any commission earned by the AGENT while acting on the LANDLORD'S behalf will be retained to cover costs.
- Contractors may from time to time offer Mishons a discount or commission due to multiple orders. If the AGENT is satisfied that the service they provide is competitive and the LANDLORD'S interest is not adversely affected the AGENT may accept such commissions for our own benefit and not account for them to the LANDLORD.
- The LANDLORD and the AGENT will comply with all requirements of HM Revenue and Customs.
- Where the TENANT is in receipt of government support, benefits or funding the LANDLORD will pay and indemnify the AGENT for any requirement to refund government support, benefits or funding to the local authority.
- The LANDLORD will pay, reimburse and indemnify the AGENT for all costs incurred by the AGENT, howsoever arising or incurred by the AGENT in order to keep the PROPERTY compliant with the law.
- If the AGENT is to provide emergency heating to the LANDLORDS TENANT (within working hours), a charge of £10 + VAT per day is applicable, including delivery, including delivery of the heating appliance.
- If the AGENT takes a holding DEPOSIT on the PROPERTY from a prospective TENANT, if the prospective TENANT should default, these funds will firstly be used to reimburse the AGENT'S costs and expenses and then any surplus will be applied to lost rent.
- The tenancy DEPOSIT will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.
- The AGENT will choose a suitable scheme and comply with the initial requirements of that scheme.
- If the DEPOSIT is to be held by the AGENT it will be held in the AGENT'S client account until the TENANT has vacated and the move out inspection concluded.
- DEPOSIT monies shall be paid out upon agreement between the LANDLORD and the TENANT, the decision of an adjudicator or an order of the court.
- The AGENT will try and assist in resolving any dispute.
- If the DEPOSIT is required to be protected by the Housing Act 2004 then the AGENT will have to pay the DEPOSIT into the scheme once a formal dispute is raised with the scheme.
- If the DEPOSIT is not required to be protected under the Housing Act 2004 then the AGENT will retain the deposit during negotiations on the refund pending agreement or a court order.
- For avoidance of doubt the AGENT will hold the DEPOSIT as STAKEHOLDER and will be entitled to retain any interest earned on the DEPOSIT.

Definitions

The LANDLORD, 'YOU', or 'YOUR' means the person or persons named below as the owners of the subject PROPERTY and will include any others with a LEGAL interest in the PROPERTY, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

The 'AGENT', 'WE' or 'US' means Mishons.

The 'TENANT' means the party named in the Tenancy Agreement as the TENANT of the PROPERTY.

The 'PROPERTY' means the PROPERTY to be let including all outbuildings, grounds, fences, boundaries, etc.

If the 'DEPOSIT' is protected by The Tenancy Deposit Scheme, the clauses in a Appendix C apply. Whether a DEPOSIT is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

'CALENDAR DAYS' or 'DAY' means any day of the year, including Saturdays, Sundays and bank holidays.

'RELEVANT PERSON' means person who paid the DEPOSIT or any part of it on behalf of a TENANT.

'STAKEHOLDER' means a person or body who holds the DEPOSIT at any time from the moment it has been paid by the TENANT until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the court.

'SCHEME' means an authorised Tenancy Deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Tenancy Deposit Scheme.

'STATUTORY TIME LIMIT' means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the TENANT and any RELEVANT PERSON.

'WORKING DAY' means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

Our responsibilities

The AGENT will not, as part of the regular management of the PROPERTY, be responsible for the supervision or management of any major building work or refurbishment of the PROPERTY unless agreed between the LANDLORD and the AGENT in writing prior to the commencement of the project and upon terms to be agreed.

The AGENT will not be liable for any loss or damage arising from the defective work, sub-standard repair or any other default by a contractor engaged by the AGENT, unless there has been any negligent act by the AGENT in relation to the selection or management of the contractor or the repair work.

The AGENT will not be responsible for redirecting the LANDLORD'S post delivered to the PROPERTY.

The AGENT will not be responsible to manage the PROPERTY when it is not let.

The AGENT may delegate any of the services to be provided to the LANDLORD such as inventory taking or referencing of prospective TENANTS, where it does not adversely prejudice the LANDLORD by doing so.

The AGENT will not be responsible for any latent (hidden) defect in the PROPERTY

The AGENT will not be liable for any loss or damage suffered by the LANDLORD via the act, negligence, and omission of any third party which may arise, other than through the negligence of the AGENT.

The AGENT will not attend court or any tribunal in relation to the PROPERTY as part of the regular management of the PROPERTY unless agreed between the LANDLORD and the AGENT beforehand or unless as a matter of law the AGENT is required to attend. Prices for such work are in the Table of Charges.

The AGENT will notify the LANDLORD of any notices the AGENT receives in relation to the PROPERTY.

The AGENT may, at our discretion, prepare and serve legal notices relating to the letting, subject to the level of service requested.

The AGENT recommends that the LANDLORD undertakes regular testing of the electrical and other appliances in the PROPERTY to ensure that there are no hazards.

The AGENT shall act only in accordance with the LANDLORD'S lawful instructions.

Where the AGENT does not receive clear or timely instructions, the AGENT reserves the right to take such action as is reasonably necessary to comply with legal obligations.

The AGENT shall not be liable for any loss arising from delays or failures by the LANDLORD to provide instructions.

The AGENT reserves the absolute right to refuse to carry out any instruction which, in the AGENT'S reasonable opinion, would:

- (a) breach any applicable law or regulation;
- (b) expose the AGENT to legal or regulatory risk; or
- (c) constitute unfair or discriminatory treatment of a TENANT.

The AGENT shall not be liable for any loss arising from such refusal.

The AGENT shall process TENANT requests, including requests to keep pets, in accordance with applicable legislation. The LANDLORD acknowledges that such requests must not be unreasonably refused. The LANDLORD agrees to:

- (a) respond to the AGENT within [5–7] working days of any request;
- (b) provide written, lawful, and reasonable grounds for any refusal.

The AGENT shall not be liable for any claim arising from a refusal instructed by the LANDLORD.

The AGENT provides no guarantee that possession of the PROPERTY can be obtained within any specific timeframe. The AGENT shall not be liable for:

- (a) delays in court proceedings;
- (b) changes in legislation affecting possession rights;
- (c) failure of a possession claim resulting from the LANDLORD'S actions or omissions.

All legal proceedings shall be undertaken only upon the LANDLORD'S instruction and at the LANDLORD'S cost.

The AGENT shall be entitled to rely on all information provided by the LANDLORD as being true and accurate.

The AGENT shall not be liable for any loss arising from inaccurate or incomplete information supplied by the LANDLORD.

The AGENT may rely on written communications (including email) as evidence of instruction.

The AGENT shall retain records as required for compliance and evidential purposes.

To the fullest extent permitted by law, the AGENT'S liability shall be limited to the level of professional indemnity insurance held by the AGENT.

The AGENT shall not be liable for indirect or consequential losses.

Your responsibilities

By signing the Declaration of Owners instructions the LANDLORD confirms:

That the LANDLORD is the LEGAL owner of the PROPERTY or that the LANDLORD is authorised by the owner to enter into this agreement and is entitled to receive rental income.

That the AGENT is appointed as AGENT for the LANDLORD on the PROPERTY.

That the LANDLORD gives the AGENT authority to act on the LANDLORD'S behalf and to do anything which the LANDLORD could do, and that the LANDLORD will approve of everything done by the AGENT in good faith except for negligent acts or omissions or breach of contract.

That the LANDLORD will compensate and reimburse the AGENT for all costs and expenses, claims and liabilities incurred or imposed upon the AGENT under this agreement, unless the loss or liability arises through negligence or breach of contract.

That the PROPERTY is fit to be let, compliant with all STATUTORY requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.

That the PROPERTY will be professionally cleaned prior to initial letting and any garden is neat and tidy for the season.

That the PROPERTY and contents (if applicable) are adequately insured and that the insurance company is aware of and consents to the letting of the PROPERTY.

That if the PROPERTY is subject to a mortgage, the LANDLORD has consent to let the PROPERTY and that upon request the LANDLORD will supply a written copy of the consent to the AGENT prior to letting.

That if the PROPERTY is leasehold the LANDLORD will obtain any necessary consent for letting and supply the AGENT with a copy of the lease and the lessor'S consent prior to the letting.

That the AGENT may sign the Tenancy Agreement, notices and any relevant documentation for and on behalf of the LANDLORD.

That the PROPERTY will be supplied with a minimum of one working smoke alarm per floor, and carbon monoxide detectors must be supplied in the same room as any combustion appliances, and if these are not present the AGENT can arrange for the fitting of appropriate alarms at the LANDLORD'S expense. Some properties may need more than simple smoke alarms.

The LANDLORD agrees to ensure that the PROPERTY and tenancy comply with all applicable laws and regulations relating to the letting of residential property, including (but not limited to) the Renters' Rights Act and any associated secondary legislation. While we will always support and guide you in line with current legislation as part of our service, ultimate legal responsibility for compliance remains with the LANDLORD.

The LANDLORD agrees to cover the AGENT for any losses, costs, or claims that arise as a result of:

- Not following relevant laws or regulations
- Asking the AGENT to do something unlawful
- Any action (or lack of action) by the LANDLORD that leads to a claim from a TENANT or third party

The LANDLORD shall not give any instruction that would result in unlawful discrimination under applicable equality legislation.

The AGENT reserves the right to refuse such instructions and shall not be liable for any resulting loss.

The LANDLORD agrees to pay all fees due under this Agreement, including where:

- (a) legislation changes during the term;
- (b) the LANDLORD withdraws instructions after a TENANT has been introduced.

Full Management/Rent Collection Commissions fees and charges

Full Tenancy Management - PLATINUM

(Includes utility transfers, and 2 free inspections per annum)
12.5% & VAT (15% incl)

Rent Collection

(Includes arrears management) *optional rent guarantee
10% & VAT (12% incl)

Product	Price	Compulsory	Optional
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions Studio)	£400 & VAT (£480 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions - 1 bed)	£450 & VAT (£540 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 2 beds)	£500 & VAT (£600 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 3 - 4 beds)	£550 & VAT (£660 incl)	Y	
Administration Fee (to include marketing, advertising, viewings, references, Right to Rent Checks, Tenancy Agreement, Inventory & Schedule of Conditions 5+ beds)	£600 & VAT (£720 incl)	Y	
Collection, Registration and holding of Deposit monies	£60 & VAT (£72 incl)	Y	
Annual Deposit Holding Fee	£30 & VAT (£36 incl)	Y	
Proof of ownership (Land Registry Service) & Sanctions Checks	£25 +VAT (£30 incl)		Y
Standalone Sanctions Checks for LANDLORDs, Applicants & Guarantors	£7 + VAT per check (£8.40 incl)		Y
Rent Protection and Legal Expenses * Cost per month (on rents up to £990.00 per calendar month)	£40 & VAT (£48 incl)*		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £1,000.00 and £1,499.00 per calendar month)	£50 & VAT (£60 incl)*		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £1,500.00 and £1,999.00 per calendar month)	£60 & VAT (£72 incl)*		Y
Rent Protection and Legal Expenses * Cost per month (on rents between £2,000.00 and £2,500.00 per calendar month (capped at £2,500.00))	£70 & VAT (£84 incl)*		Y
Key copying (nb landlord to provide 3 full sets) cost of keys copying, plus...	£15 & VAT (£18 incl)		Y
Additional Property Management inspections (max 4 pa)	from £50 & VAT (from £60 incl)		Y
Requested changes to standard Tenancy Agreement/Addendum for each draft	£50 & VAT (£60 incl)		Y
Change of sharer during tenancy	£50 & VAT (£60 incl)		Y
Arranging contractor quotes (nb first 2 quotes per issue FOC)	£15 & VAT (£18 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations Studio - 1 beds	£160 & VAT (£192 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 2 beds	£200 & VAT (£240 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 3 - 4 beds	£230 & VAT (£276 incl)		Y
Arrange and carry out move out inspection, and negotiate dilapidations 5 beds +	£260 & VAT (£312 incl)		Y
Charge to process claim through TDS (nb move out inspection must have been carried out by ourselves)	£250 & VAT (£300 incl)		Y
Co-ordinating property refurbishments prior to initial tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Co-ordinating property improvements during tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Court attendance (min charge)	£250 & VAT (£300 incl)		Y
Change of ownership (bought with tenant in situ)	£150 & VAT (£180 incl)		Y
Administration charge to close full management service and to forward all necessary paperwork to landlord	£150 & VAT (£180 incl)		Y
Provision of annual reports for Self Assessment	£50 & VAT (£60 incl)		Y
Electrical installation Checks (to be outsourced to qualified electrician) (EICR) Studio/1 bed	£165 & VAT (£234 incl)		Y
Electrical installation Checks (EICR) (to be outsourced to qualified electrician) - additional rooms (price per room)	£35 & VAT (£42 incl)		Y
Take over the management of existing tenancy	£200 & VAT (£240 incl)		Y
Section 8 Documentation Administration	£75 & VAT (£90 incl)		Y

Full Management/Rent Collection Commissions fees and charges

Product	Price	Compulsory	Optional
PAT Testing (up to 10 appliances) (to be outsourced to qualified person)	£70 & VAT (£84 incl)		Y
Energy Performance Certificate (to be outsourced to qualified EPC assessor)	£110 & VAT (£132 incl)		Y
Annual Gas Safety Certification (up to 2 appliances) (to be outsourced to qualified engineer)	£95 & VAT (£114 incl)		Y
Annual Gas Safety Certification and Service	£155 & VAT (£186 incl)		Y
Legionnaires Assessment Report (to be outsourced to qualified person)	£95 & VAT (£114 incl)		Y
NRL1-deduct basic rate tax and account to HMRC (per person per quarter)	£60 & VAT (£72 incl)		Y
Service of Section 13 - Form 4 (Rent Increase)	£135 & VAT (£162 incl)		Y
Attendance at the Property, including meeting contractors, British Gas engineers, providing access, key collection and delivery, or other similar visits (per visit)	£25 & VAT (£30 incl)		Y
Additional property-related services including time spent at a property accompanying a contractor, British Gas engineers, surveyor (per hour)	£40 & VAT (£48 incl)		Y
Emergency heating (within working hours), including delivery of the heating appliance (per day)	£15 & VAT (£18 incl)		Y
Aborted tenancy (fee should LANDLORD withdraw after TENANT references have been confirmed)	An amount in proportion to what has been performed prior to LANDLORDs cancellation in writing		Y

Find Tenant Only [Find Tenant Only service](#) Fee: three weeks rent & VAT Product list & pricing

Product	Price	Compulsory	Optional
Collection, Registration and holding of Deposit monies	£75 & VAT (£90 incl)		Y
Transfer of Deposit to landlord (subject to provision of Scheme Registration number)	£25 & VAT (£30 incl)		Y
Proof of ownership (Land Registry Service) & Sanctions Checks	£25 +VAT (£30 incl)		Y
Standalone Sanctions Checks for LANDLORDs, Applicants & Guarantors	£7 + VAT per check (£8.40 incl)		Y
Key copying (nb landlord to provide 3 full sets) cost of keys copying, plus...	£15 & VAT (£18 incl)		Y
Requested changes to standard Tenancy Agreement/AST for each draft	£50 & VAT (£60 incl)		Y
Co-ordinating property refurbishments prior to initial tenancy (percentage of total cost)	10% & VAT (12% incl)		Y
Change of ownership (bought with tenant in situ)	£200 & VAT (£240)		Y
Inventory (outsourced to 3rd party, subject to size of property)	from £140 & VAT (from £168 incl)		Y
Professional Photography (subject to size of property)	from £100 & VAT (from £120 incl)		Y
Electrical installation Checks (to be outsourced to qualified electrician) (EICR) studio / 1 beds	£165 & VAT (£198 incl)		Y
Electrical installation Checks (EICR) (to be outsourced to qualified electrician) additional rooms (price per room)	£35 & VAT (£42 incl)		Y
Initial PAT Testing (up to 10 appliances) (to be outsourced to qualified person)	£70 & VAT (£84 incl)		Y
PAT Testing (additional appliances) (price per appliance) (to be outsourced to qualified person)	£4.58 & VAT (£5.50 incl)		Y
Energy Performance Certificate (to be outsourced to qualified EPC assessor)	£110 & VAT (£132 incl)		Y
Initial Annual Gas Safety Certification (up to 2 appliances) (to be outsourced to qualified engineer)	£95 & VAT (£114 incl)		Y
Initial Annual Gas Safety Certification (per additional appliance) (to be outsourced to qualified engineer)	£30 & VAT (£36 incl)		Y
Initial Legionnaires Assessment Report (to be outsourced to qualified person)	£95 & VAT (£114 incl)		Y
Annual Gas Safety Certification and Service	£155 & VAT (£186 incl)		Y
Check Out Report (subject to size of property)	from £140 & VAT (from £168 incl)		Y
Service of Section 13 - Form 4 (Rent Increase)	£135 & VAT (£162 incl)		Y

APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off- premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed

(a) The levels of service available to the LANDLORD can be found in part 1 of this agreement.

(b) The trading name of the company is Mishons Lettings

(c) The company can be contacted at:

Mishons Lettings
94 Church Road
Hove
BN3 2EB

Tel: 01273 77 88 77
E-mail: lettings@mishons.com

(d) and (e) We do not act on behalf of another trader.

(f) (g), (h) and (j) See attached "Fee Structure".

(k) See attached "Complaints Procedure" Appendix C

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(r) We are member of ARLA, NFOPP, TPO.

(s) The conditions for terminating this agreement can be found under the Notices Section of the main agreement.

APPENDIX B

Right to Cancel

You have the right to cancel this agreement within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the agreement.

To exercise the right to cancel, you must inform us, Mishons Lettings, 94 Church Road, Hove, BN3 2EB, tel: 01793 520 721, email: lettings@mishons.com of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

We will make any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this agreement.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this agreement, in comparison with the full coverage of the agreement.

NOTICE OF CANCELLATION

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Find TENANT Only & Management Services relating to:

Property address: _____

Ordered on (dd/mm/yy): [] [] / [] [] / [] []

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s):
(if form is notified on paper)

Date (dd/mm/yy): [] [] / [] [] / [] []

APPENDIX C

Internal Complaints Procedure

As a member of the Association of Residential Letting AGENTS (ARLA), and The Property Ombudsman (TPO) Scheme, we aim to provide the highest standard of service to all LANDLORDS and TENANTS, in line with their Codes of Practice. One of the requirements of our membership is that we have a process for assessing complaints about our service, appropriate to our firm's size and structure.

All branch staff will deal with the normal day to day problems on a one to one basis, but once a formal complaint as such has been raised, 'i.e. I am not satisfied with the standard of your work/conduct/behaviour etc and I wish to make a formal complaint', then at that stage you will be requested to put your complaint in writing, setting out your concerns by reference to any related documents – terms of business, Tenancy Agreement, inventory etc, and send to:

Head of Property Management
Mishons Lettings Ltd
94 Church Road
Hove
BN3 2EB

The grievance letter will be acknowledged within 3 days, investigated in accordance with established 'in-house procedures' and a reply sent to you within 15 days of receipt of the original letter. You will be invited to make any comments that you may have in relation to this response.

Subsequently, if you remain dissatisfied with the way we have handled your complaint please write again to:

Lettings Director
Mishons Lettings Ltd
94 Church Road
Hove
BN3 2EB

Finally, having exhausted our in-house procedures, if you are still not satisfied with our response, you may refer your complaint to:

Regulation Department
National Federation of Property Professionals
Arbon House
6 Tournament Court
Edgehill Drive
Warwick
CV34 6LG
(www.arla.co.uk)

who will arrange for your complaint to be assessed by an external Independent Case Examiner in line with the criteria and procedures set out in NFOPP/ARLA's published complaints procedure/leaflet

or

You may refer your complaint (within 12 months of our final viewpoint) to

The Property Ombudsman (TPO)
Milford House
43 - 55 Milford Street
Salisbury
Wiltshire
SP1 2BP
(www.tpos.co.uk)

Company Information:
Mishons Lettings Ltd
Incorporated in England & Wales
No: 14773298

A list of directors is available at its registered office.

mishons

94 Church Road | Hove | BN3 2EB

01273 77 88 77 | lettings@mishons.com

[@wearemishons](#)

mishons.com