

# Lettings Terms and Conditions of Business, Fees and Expenses

## SOLE LETTINGS RIGHTS PROMOTIONAL OFFER

Get 3 months' free lettings commission when you let your property through us (subject to conditions)

### Conditions:

Offer applies where you:

- Instruct us under our Sole Lettings Rights Terms and conditions, permit us to display a 'To Let' board at the property (subject to local planning rules) and enter into a tenancy agreement with a tenant for an initial fixed term of twelve months.
- Remain up-to-date with payment of all our fees and expenses at all times.
- Collect rent throughout the tenancy.

### Offer:

- Is limited to a maximum of three additional properties per landlord and applies to the Initial Commission fees only. All other commission and fees (including management) remain payable. Initial Commission remains payable in accordance with our standard terms and conditions.
- Excludes any properties we are already letting on your behalf (as at 01 June 2025) and any Build to Rent properties.
- Cannot be used in conjunction with any other offer, promotion or discount offered by us.
- Is only available until 12 noon on 31 December 2025.
- We reserve the right to withdraw or vary the availability of this offer at any time and at our sole discretion.

### HOW MUCH YOU COULD SAVE:

(based on a 12 month letting at £2,000 per month) (figures incl. VAT)

#### Normal fees:

£2,000 x 12 = £24,000

Initial Commission at 11% (+ VAT) (12 months) = £3,168

#### Fees after promotional discount

£2,000 x 12 = £24,000

Initial Commission at 11% (+ VAT) (9 months) = £2,376

**YOU SAVE**  
**£792.00**

### Sole Lettings Rights Terms and Conditions:

Where Foxtons act on your behalf as your sole letting rights agent you will be liable to pay us commission, under our Lettings Terms and Conditions of Business, Fees and Expenses in addition to any other costs or charges agreed, if you agree to enter into an agreement with a tenant to rent your property (the "Initial Agreement") in the period during which we have sole lettings rights, even if the tenant was not found by us but by another agent or by any other person including yourself; if contracts for the letting of the property are exchanged after the expiry of the period during which we had sole lettings rights but to a tenant who was introduced to you during that period or with whom we had negotiations about during that period. Sole selling rights agency instructions are subject to a minimum contract period of eight weeks. You may become liable for our commission if you let the property to a tenant we already introduced during our sole selling rights period. This liability will last six months from the date the sole selling rights agency ends. We will not charge commission if the tenant we introduced rents the property through another letting agent and that tenant was introduced by another letting agent more than six months after our sole selling rights agency ended. If no other letting agent is introduced, this time limit extends to 2 years. You could incur a dual fee liability if you instruct another agent to let the same property on a sole, joint-sole, or multiple letting basis before, during or after the period of our sole selling rights agency.

### Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed. Notice of Cancellation **MUST BE IN WRITING** and should be delivered or sent by post to the Cancellations Department, Foxtons Limited, Building One, Chiswick Business Park, 566 Chiswick High Road, London, W4 5BE; or by email to [cancellations@foxtons.co.uk](mailto:cancellations@foxtons.co.uk). Any notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a tenant to your property prior to you serving a Notice of Cancellation.

### Notice of Cancellation

If you wish to cancel this contract, you **MUST DO SO IN WRITING** and you may complete this section to do so. Please ensure it is delivered or sent by post to the address given above, or emailed to [cancellations@foxtons.co.uk](mailto:cancellations@foxtons.co.uk).

**I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is**

This special promotional offer forms part of our terms and conditions and applies a discount proportionate to 3 months' free Initial Commission only. The balance of Initial Commission fees remain payable in accordance with the standard terms and conditions as do all other charges and rates of commission, including management and renewal commission. Before signing this agreement, you should carefully read all of the terms and conditions both above and in our standard terms and conditions. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into it. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to The Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

Foxtons Limited Registered Office Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE Registration No.1680058 (England)

# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



Property address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord's correspondence address (must be UK address for service):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Home tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Which account would you like us to pay the rent to?

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Account no: \_\_\_\_\_

Sort code: \_\_\_\_\_

Account name: \_\_\_\_\_

Name(s) of landlord(s):

(If the property is jointly owned please state the names of all owners. If the property is corporately owned or owned by a trust the full name of the company/trust, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord's correspondence address (overseas address if applicable):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Home tel: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Rent statements

Foxtons will set up a secure online account for your accountants to access your rent statements. If you would like us to do this please complete the following information.

Name of accountants: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Daytime tel: \_\_\_\_\_

Please confirm that while Foxtons is letting your property, you will be resident:

In the UK ☐ Overseas ☐

If you are resident overseas, have you applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents?

Yes ☐ No ☐

Foxtons is legally obliged to file a tax return stating the names, addresses, income and expenditure of our clients. If you are resident overseas and have not applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents, you will need to complete the appropriate form (NRL1, NRL2 or NRL3) quoting Foxtons Letting Agent Number NA010178 and our registered office address (Building One, Chiswick Business Park, 566 Chiswick High Road, London, W4 5BE). The application should be completed online at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

Is the property furnished? Yes ☐ No ☐

I confirm that the above information is accurate. I also understand that I may have the right to cancel this agreement within 14 days of signing this contract as detailed on page 8 herein. Where you are a joint-owner of the property you hereby warrant that you have ensured you are authorised to instruct us on behalf of all joint-owners. See also Clause 3.0 of these terms.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to The Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice.

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### Foxtons' Commission Fees

Foxtons' fees are set out in detail in the agreement below (and over the following pages) and you are reminded to read the terms very carefully. Foxtons' commission fees are set out in clauses 1.1 and 1.2 below.

Under the Terms and Conditions below (and over the following pages), you will be liable to pay Foxtons' commission fees in respect of the initial period of the tenancy AND ALSO in respect of periods after the end of that initial period where the original tenant introduced by Foxtons remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation. Renewal Commission will be charged in advance and will only be payable for the first two years' of Renewals.

You will be liable to pay Foxtons' Renewal Commission fees whether or not any Renewal is negotiated by Foxtons; even if any Renewal is negotiated by another agent; and even if you do not require Foxtons to perform any additional services over and above the introduction of a tenant.

After the initial period of tenancy and two years' of Renewals, Foxtons' obligations under this agreement will cease. Foxtons will offer you the opportunity of continuing to receive the benefit of Foxtons' services. The charge for continuing with Foxtons' services is 7% + VAT (8.4% inc VAT) of the rent received by the landlord, or 11% + VAT (13.2% inc VAT) if you require Foxtons' Management Service. This period will be referred to as the "Continuation Period".

*Please indicate in the tick boxes below whether you intend to instruct Foxtons for Long Term and/or Short Term Lettings and whether you require Foxtons' Management Service for Long Term Lettings.*

#### **Sole Lettings Rights Scale of Fees for Lettings Service Long Term Lettings (initial term of six months or longer)** ☐

<b>Sole Lettings Rights Fees for period of initial tenancy agreement</b>	11% + VAT (13.2% inc VAT)
<b>Fees on the first two years' Renewals</b>	10% + VAT (12% inc VAT)
<b>Fees for Continuation Period after the first two years' Renewals</b>	7% + VAT (8.4% inc VAT)

*The Fees for the Management Service apply in addition to the Fees for the Lettings Service for Long Term Lettings. Management Service fees are reduced where the landlord owns 3 or more properties managed by Foxtons.*

#### **Scale of Fees for Management Service (initial term of six months or longer)** ☐

<b>Fees for period of initial tenancy agreement (fees apply per property)</b>	1-2 properties	6% + VAT (7.2% inc VAT)
	3-4 properties	5% + VAT (6% inc VAT)
	5 or more properties	4% + VAT (4.8% inc VAT)
<b>Fees on the first two years' Renewals/Continuation Period after the first two years' Renewals</b>		4% + VAT (4.8% inc VAT)

*The Fees for Short Term Lettings include an obligatory Management Service Fee.*

#### **Scale of Fees for Short Term Lettings (initial term of less than six months)** ☐

<b>Fees for period of initial tenancy agreement (inc obligatory Management Service)</b>	26% + VAT (31.2% inc VAT)
<b>Fees on the first two years' Renewals (inc obligatory Management Service)</b>	26% + VAT (31.2% inc VAT)

#### **Examples of fees:**

On a 12 month non managed long letting of £1,000 per month our total commission fees of 11% would be £1,320 + VAT (£1,584 inc VAT).

On a 12 month managed long letting of £1,000 per month, where Foxtons is appointed to manage one property our fees would be Initial Commission fee of 11% plus our Management Service fee of 6%, a total of £2,040 + VAT (£2,448 inc VAT).

On a 12 month managed long letting of £1,000 per month, where you instruct Foxtons to manage three other properties throughout the same term, our Initial Commission fee of 11% plus our Management Service fee of 5% would total £1,920 + VAT (£2,304 inc VAT).

On a 2 month managed short letting of £1,000 per month our total commission fees of 26% would be £520 + VAT (£624 inc VAT).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



### 1.0 Sole Lettings Rights Service

#### 1.1 Initial Commission

- 1.1.1 You will be liable to pay commission to us ("Initial Commission") in each of the following circumstances – if a tenant enters into an agreement to rent the landlord's property (the "Initial Agreement") in the period during which we have sole lettings rights, even if the tenant was not found by us but by another agent or by any other person including yourself; if contracts for the letting of the property are exchanged after the expiry of the period during which we had sole lettings rights but to a tenant who was introduced to you during that period or with whom we had negotiations about during that period. See clause 3.4 regarding outstanding fees and clause 7.0 Responsibility of Fees.
- 1.1.2 The Initial Commission fee is payable on the commencement of the tenancy.
- 1.1.3 The Initial Commission fee is charged as a percentage of the total rental value of the agreed fixed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The scale of Initial Commission fees charged is set out on page 2.
- 1.1.4 The Initial Commission fee is payable for any tenant introduced to the property by Foxtons, whether or not the tenancy is finalised by Foxtons.
- 1.1.5 If the tenancy agreement is terminated in accordance with a break clause, Foxtons will credit the Landlord with a sum equivalent to any Initial Commission already received for the remaining period of the tenancy. That credit will be usable against Initial Commission charged for any further letting of the same property by Foxtons.
- 1.1.6 Where the tenancy is surrendered prior to the end of the fixed tenancy term, you will not be entitled to a refund from Foxtons. If the tenant asks to surrender the tenancy, Foxtons will seek your agreement and where you agree, seek to recover on your behalf from the tenant an amount equal to the commission incurred by you for the unexpired portion of the tenancy as a condition of your agreement to the surrender. Foxtons does not guarantee the recovery of these funds.
- 1.1.7 The Initial Commission fee remains payable if the tenant assigns the Initial Agreement during the agreed fixed term, whether or not the assignee is introduced by Foxtons.
- 1.1.8 Minimum Sole Lettings Rights period: our Sole Lettings Rights Lettings Service is subject to a minimum instruction period of 12 weeks. Either party may terminate this instruction by giving 4 weeks' notice in writing. Such notice cannot be served less than 4 weeks prior to the end of the minimum instruction period.

#### 1.2 Renewal Commission

- 1.2.1 Foxtons will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy, if so required.
- 1.2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Foxtons ("Renewal Commission"), subject to the cap set out in clause 1.2.3 below.
- 1.2.3 You will not be liable for Renewal Commissions relating to any period beyond the end of the second year from the expiry of the Initial Agreement.
- 1.2.4 The Renewal Commission fee is due and payable on the commencement of each Renewal taking place within two years from the expiry of the Initial Agreement.
- 1.2.5 Where a Renewal is for an agreed fixed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed fixed term, subject to the limit under clause 1.2.3 where applicable.
- 1.2.6 Where there is no agreed fixed term for a Renewal, the Renewal Commission fee is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement, subject to the limit in clause 1.2.3 if applicable. See also clause 1.2.8 and 1.2.9 in respect of rebates once the tenant vacates the property.
- 1.2.7 The scale of Renewal Commission fees charged is as set out on page 2.
- 1.2.8 If the tenant terminates the tenancy by serving a valid notice to quit or by exercising a break clause prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.4 to 1.2.6 above, Foxtons will credit the Landlord with a sum equivalent to any Renewal Commission already received for the remaining period of the tenancy. That credit will be usable against Initial Commission charged for any further letting of the same property by Foxtons.
- 1.2.9 Where the tenancy is surrendered prior to the end of a renewed period/ term you will not be entitled to any refund from Foxtons. If the tenant asks to surrender the tenancy, Foxtons will seek your agreement and where you agree, seek to recover on your behalf from the tenant an amount equal to the commission incurred by you for the unexpired portion of the tenancy as a condition of your agreement to the surrender. Foxtons does not guarantee the recovery of these funds.
- 1.2.10 Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.
- 1.2.11 Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Foxtons.
- 1.2.12 Renewal Commission remains payable if the tenant assigns the tenancy during the Renewal, whether or not the assignee is introduced by Foxtons.
- 1.2.13 Liability for Renewal Commission will come to an end once the property has been sold.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



### 1.3 Continuation Period

- 1.3.1 We will endeavour to contact you prior to the end of the period set out in clauses 1.2.1 to 1.2.3 on page 3 to offer you the option of continuing Foxtons' services after the expiry of the period in clause 1.2.3. You are under no obligation to take Foxtons' services during the Continuation Period.
- 1.3.2 The charge for Foxtons' services during the Continuation Period ("Continuation Fee") is charged at 7% + VAT (8.4% inc VAT) of the rent received by the landlord. If you require Foxtons' Management Service, the Continuation Fee is charged at 11% + VAT (13.2% inc VAT) of the rent received by the landlord. Continuation Fees are due and payable on the commencement of the Continuation Period in respect of the first six months of the Continuation Period and will become due and payable every six months thereafter for the following six month period.
- 1.3.3 We will deduct the Continuation Fee from the first rental payment of the Continuation Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.3.4 Continuation Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below. Continuation Fees also remain payable if the tenant assigns the tenancy during the Continuation Period.
- 1.3.5 Where the tenancy is surrendered prior to the end of the fixed tenancy term, you will not be entitled to a refund from Foxtons. If the tenant asks to surrender the tenancy, Foxtons will seek your agreement and where you agree, seek to recover on your behalf from the tenant an amount equal to the commission incurred by you for the unexpired portion of the tenancy as a condition of your agreement to the surrender. Foxtons does not guarantee the recovery of these funds.
- 1.3.6 Our obligations during the Continuation Period can be terminated by either side giving one month's written notice, such notice not to take effect before the start of the Continuation Period. If such notice takes effect more than one month prior to the end of the Continuation period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Foxtons will refund the fee for the remaining period. The commission will be refunded within 14 days after the termination is effective.
- 1.3.7 Upon receipt of a valid notice in accordance with 1.3.6 all of Foxtons' obligations shall cease.

### 1.4 Payment of Initial and Renewal Commission

- 1.4.1 Where Foxtons collects the rent, we will deduct the commission fee as follows:-
- (a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and
- (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement.
- If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).
- 1.4.2 Where Foxtons does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 on page 3.

### 1.5 Tenancy agreement

- 1.5.1 The charge to the landlord for a long let tenancy agreement is £450 inc VAT. The charge to the landlord for a short let tenancy agreement is £225 inc VAT.

### 1.6 Collection of rent

- 1.6.1 Foxtons will collect rent in accordance with the terms of the tenancy agreement.
- 1.6.2 The landlord may direct Foxtons to stop collecting the rent by giving one month's notice in writing to Foxtons.
- 1.6.3 Where Foxtons collects the rent, if the rent has not been paid five days after it falls due, Foxtons will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

### 1.7 Transfer of money to the landlord

- 1.7.1 Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 1.7.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.
- 1.7.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this to you.

### 1.8 References

- 1.8.1 Where the initial term of the letting is for a period of less than six months, Foxtons will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Foxtons will obtain references on prospective tenants and may instruct a referencing agency on your behalf to carry out reference checks on the tenant and, where applicable, their guarantor.

### 1.9 Right to Rent

- 1.9.1 The landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. Where Foxtons is responsible for the release of keys to the occupant(s) this responsibility is transferred to Foxtons. In such circumstances Foxtons will carry out the necessary checks to determine if all proposed adult occupant(s) have a Right to Rent i) before/upon commencement of a tenancy ii) before/upon any renewal and iii) before/upon expiry of the relevant occupant(s) leave to remain in the UK. In the event an adult occupant(s) does not have a Right to Rent, or their Right to Rent has expired, Foxtons will report them to the Home Office as soon as reasonably practicable. The landlord is responsible for any legal steps to repossess the property where the occupant(s) cannot demonstrate a valid Right to Rent.
- 1.9.2 Foxtons and the landlord shall each maintain a record of all Right to Rent documents and relevant expiry dates. Each party shall notify the other as soon as reasonably practicable in the event an occupant(s) cannot demonstrate valid leave to remain in the UK and has to be reported to the Home Office.

### 1.10 Agency

- 1.10.1 We require written confirmation of your instruction to proceed with a letting, a renewal or an assignment of a tenancy in respect of a change of occupancy. When we receive this we will sign the tenancy agreement, memorandum of agreement or deed of assignment (as appropriate) and exchange contracts on your behalf.
- 1.10.2 If you are unable to provide your written confirmation pursuant to clause 1.10.1 or need to proceed quickly, you can confirm your instruction to us orally. Where you do this, you authorise Foxtons to sign any necessary documents on your behalf.

### 1.11 Electronic documentation

- 1.11.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

### 1.12 Inventory, check-in and check-out

- 1.12.1 Where instructed, Foxtons will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The costs of these are borne by the landlord.
- 1.12.2 Where instructed, we will arrange for an independent contractor to carry out a check-out inspection against the initial inventory report at the end of the tenancy and will send you a copy of the check-out report. The cost of the check-out inspection is borne by the landlord.
- 1.12.3 Foxtons does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

### 1.13 Cleaning

- 1.13.1 Where instructed, Foxtons will arrange for an independent professional cleaning contractor to attend the property to conduct its cleaning service.
- 1.13.2 The cost of professional cleaning is borne by the landlord and must be paid in advance of the works being arranged.
- 1.13.3 Where the landlord is instructing professional cleaning following the tenant's failure to return the property to a professionally clean standard at the end of the tenancy, the landlord may be able to recover the cost from the tenant's deposit by way of damages.

### 1.14 Deposit & Zero Deposit Guarantee (Assured Shorthold Tenancies only)

- 1.14.1 The deposit will be held in accordance with the terms of the tenancy agreement.
- 1.14.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as MyDeposits.co.uk). Under this scheme, undisputed deposits must be released to the tenant within ten days of their request following termination of the tenancy. Foxtons' administration fee for registration under the scheme is £50 inc VAT. Full details of the scheme may be found at [www.mydeposits.co.uk](http://www.mydeposits.co.uk). Foxtons takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.
- 1.14.3 For all non Assured Shorthold Tenancies, Foxtons will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Foxtons excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.
- 1.14.4 In the event that you, the landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Foxtons against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.
- 1.14.5 Where the agreement states that the deposit is not held by Foxtons a deposit protection certificate must be provided to Foxtons for any Assured Shorthold Tenancy. The certificate must correctly state the tenant(s) name, property address, landlord(s) name and deposit amount. The certificate must be supplied to Foxtons in advance of any deposit monies being transferred to the agreed deposit holder. In the event a landlord fails to supply a deposit certificate for an Assured Shorthold Tenancy correctly stating the tenant names, property address, landlord names and deposit amount then the deposit will be held by Foxtons in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited (trading as MyDeposits.co.uk). Foxtons charge to landlords for registration under the scheme is £50 inc VAT. Full details of the scheme may be found at [www.mydeposits.co.uk](http://www.mydeposits.co.uk).
- 1.14.6 Any interest earned on the deposit will be retained by Foxtons.
- 1.14.7 Foxtons uses Global Property Ventures t/a Zero Deposit ("Zero Deposit") to provide a Deposit replacement product (Zero Deposit Guarantee). Zero Deposit is registered by the FCA (reference number 797026). Zero Deposit's privacy policy can be found at [www.zerodeposit.com/privacy-notice.pdf](http://www.zerodeposit.com/privacy-notice.pdf). Global Property Ventures is registered with the Information Commissioners Office under registration number ZA203306. Included with the documentation you will receive following the lettings valuation will be a summary of the Zero Deposit Guarantee. In the event you do not wish to accept potential tenants using the Zero Deposit Guarantee please advise us of this decision prior to marketing your property for let.
- 1.14.8 Where the tenant purchases a Zero Deposit Guarantee it shall be in substitution of a Deposit under clause 1.14, provided the tenant maintains the Guarantee conditions throughout the tenancy. The landlord accepts that the Guarantee will be subject to the terms and conditions contained in the Beneficiary Guarantee, a copy of which shall be provided to the landlord and is also available from [help@zerodeposit.com](mailto:help@zerodeposit.com).
- 1.14.9 Foxtons shall inform the landlord, as soon as reasonably practicable, in the event that the Zero Deposit Guarantee is cancelled. In the event of cancellation, the landlord instructs Foxtons to collect a Deposit from the tenant in accordance with clause 1.14.
- 1.14.10 In administering the Zero Deposit Guarantee Foxtons acts as an Introducer Appointed Representative of Global Property Ventures t/a Zero Deposit.

### 1.15 The Gas Safety (Installation & Use) Regulations 1998

- 1.15.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.
- 1.15.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £60 inc VAT, will be debited from the landlord's account.
- 1.15.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £60 inc VAT, will be debited from the landlord's account.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



### 1.16 The Electrical Equipment (Safety) Regulations 1994

- 1.16.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.
- 1.16.2 If Foxtons is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £60 inc VAT, will be debited from the landlord's account.
- 1.16.3 Where the tenant remains in occupation beyond the expiry of the original certificate and Foxtons has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Foxtons' administration charge of £60 inc VAT, will be debited from the landlord's account.

### 1.17 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

- 1.17.1 The landlord is responsible for installing a working smoke alarm on every storey of the property, and a working carbon monoxide alarm in any room with a solid fuel combustion appliance, at the commencement of a tenancy term. A record of the installation and the working order of the alarms must be documented by the landlord. Foxtons reserves the right to appoint an appropriate person to carry out the necessary alarm checks and conduct any remedial works where necessary, at the commencement of a tenancy. The cost incurred, together with Foxtons' call out fee of £75 inc VAT, will be debited from the landlord's account.
- 1.17.2 Where the letting is subject to a HMO licence or selective licence requirements, the landlord is also responsible for undertaking and documenting appropriate checks as to the working order of the smoke alarms and any carbon monoxide alarms during a tenancy and for replacing or repairing the alarms as necessary.

### 1.18 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

- 1.18.1 The landlord warrants that they are fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.
- 1.18.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

### 1.19 The Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974

- 1.19.1 The landlord is legally responsible for carrying out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

### 1.20 Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

- 1.20.1 You warrant that your property complies with the electrical safety standards under these Regulations and in any period during which it is occupied under a tenancy.
- 1.20.2 You agree to disclose to us at our request a copy of a report confirming these standards are met, failing which we may obtain a report from a qualified person. If we need to do this we will deduct the costs (plus any reasonable costs we incur) from your account.

### 1.21 Energy Performance Certificate (EPC)

- 1.21.1 You are legally required to obtain and disclose a copy of an EPC with a minimum band E rating, free of charge, to prospective tenants at the earliest opportunity and to give any tenant a copy of the same. We can organise an EPC from an approved supplier at the competitive rate of £150 inc VAT.

### 1.22 Utilities

- 1.22.1 We use a vetted independent partner to switch council tax and utility accounts to and from your tenant's name at the start and end of the tenancy and to appoint a preferred energy provider (OVO Energy Ltd). Unless you tell us that you do not want to accept this service we will pass your details to our partner for these purposes. Where you do not accept this service your tenant will be responsible for ensuring that these accounts (and any other appropriate accounts) are opened in their name at the start of the tenancy and closed at the end of the tenancy. Your tenant remains responsible for all utility and council tax liabilities during the tenancy. Where your tenant fails to meet these liabilities, their details may be forwarded to you or the relevant utility companies for recovery of any outstanding balances. We accept no liability for the disconnection or failure to transfer tax or utility accounts by councils or utility companies.

### 1.23 Indemnity

- 1.23.1 The landlord undertakes to keep Foxtons fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the Regulations mentioned in this agreement, including any subsequent amendments thereto or replacement Regulations.
- 1.23.2 The landlord agrees to indemnify Foxtons as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

### 1.24 Landlords resident outside the UK

- 1.24.1 Where you live outside, or are absent from, the UK for a period of more than six months the HMRC Non-Resident Landlords Scheme ('NRLS') applies. You must supply us with a UK address for service. Where you fail to do this we are obliged to assume the NRLS applies. Under the NRLS we will:
- state your correspondence scheme on any documents as c/o of our Head Office;
  - pay you rent net of the basic rate of income tax (unless you provide evidence from HMRC showing you are entitled to receive rental income with no tax deducted). Where you receive gross rent, you will be responsible for meeting any tax liability;
  - submit quarterly returns, an annual return and send you a certificate showing the amount of tax we have paid on your behalf. Our fee for this service is £208.33 +VAT (£250.00 incl. VAT).
- 1.24.2 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision, we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return. No interest is paid to landlords on tax retentions held by Foxtons
- 1.24.3 Foxtons must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Foxtons will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Foxtons registered head office address.

- 1.24.4 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.
- 1.24.5 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

### 1.25 Licensing

- 1.25.1 Local authorities operate Mandatory, Additional and/or Selective licensing schemes. In each case, failure to hold a licence where required carries significant penalty.
- 1.25.2 You must hold or have applied for a licence before any letting is agreed or when a new scheme is introduced. You must ensure a licence is held throughout the period for which it is required.
- 1.25.3 You remain responsible for complying with whichever scheme applies to your property/you. You must give us a copy of any licence (application, draft and/or actual) and conditions (including variations) within 7 days of receipt from the local authority and in any event within 7 days of receiving it from a local authority. We may notify the local authority where you fail to provide a copy to us. You warrant to Foxtons that you have checked all applicable licensing requirements and must comply with all the conditions of a local authority property licence. This warranty is ongoing. You agree to advise us of any specific licensing conditions. You must not name Foxtons (or any of our employees) as the licence holder. You agree to indemnify Foxtons for anything arising from a breach by you of any licensing matter.
- 1.25.4 An annual up-front licensing management fee of £125.00 + VAT (£150.00 incl. VAT) will be applied to cover the additional work required to manage a licensed property. This charge applies per licensed property (please see our fee menu for further details).
- 1.25.5 Due to the strict nature of HMO/licensing conditions you must provide us with an inventory/check-in inspection report at the start of the tenancy. Where you fail to provide us with this report, we may arrange an inventory/check-in inspection (or a schedule of condition) at the start of the tenancy, the exact cost of which will depend on the size of the property (please see our fee menu for further details).
- 1.25.6 Where we manage your property we will provide one routine inspection report per annum free of charge. Where the licence conditions require (or where we reasonably consider) additional property inspections are necessary we will arrange these. The cost of these additional property inspections is £100+VAT (£120 incl. VAT) per inspection.
- 1.25.7 Where we manage your property we can apply for a licence on your behalf ('Licence Application Service'). Where you instruct our Licence Application Service, we will deal with all aspects of applying for a licence for you subject to timely provision of information from you. Our fee for this service is £375+VAT (£450 incl. VAT). You remain liable for complying with the terms of the licence.
- 1.25.8 You remain responsible for checking whether your local authority requires you to obtain HMO planning permission (e.g. under an Article 4 Direction) and complying with any conditions of the same.

### 1.26 Client Money Protection

- 1.26.1 Foxtons Client Money Protection is provided by Propertymark. The scheme accounting rules, as well as our conduct and membership rules, can be found on the following link: [propertymark.co.uk/professional-standards/rules.html](https://propertymark.co.uk/professional-standards/rules.html). Foxtons is also a member of SAFEagent, which ensures we have the necessary protection for monies held in our client account. For further information please contact us or visit [safeagents.co.uk/about-us/](https://safeagents.co.uk/about-us/).

### 1.27 Property photography

- 1.27.1 You authorise Foxtons to attend, photograph, and create floorplans of the property. You permit images depicting the property to be used for the purposes of marketing and the promotion of the Foxtons brand. This involves the display of the images across all advertising mediums, including but not limited to, Foxtons' website, aggregator or sub-agent websites, social media platforms and print. The copyright of all details, photographs and floorplans remains exclusive to Foxtons.

## 2.0 Management Service

### 2.1 Management Service

- 2.1.1 Where Foxtons has been instructed to provide the Lettings Service pursuant to clauses 1.1 to 1.26 the landlord may, in addition, instruct Foxtons to provide the Management Service. Alternatively, a landlord may instruct Foxtons to provide the Management Service where the property has been let by a party other than Foxtons.
- 2.1.2 Our fee for the Management Service during the period of the initial tenancy agreement is charged as a percentage of the total rental value of the agreed term as set out in the tenancy agreement. The applicable percentage is determined according to the sliding Scale of Fees on page 2 of this document and is calculated on the basis of the number of properties Foxtons is appointed by you to manage. The number of managed properties is determined as at the date that each Management Service fee period begins, as outlined at clause 2.1.4. Where the number of properties we manage changes during our appointment as managing agent, we will adjust our Management Service fee accordingly to apply from the next fee period. The sliding scale of fees will not apply retrospectively and therefore any adjustments based on the number of properties managed by Foxtons will run from the next fee period only. The adjusted fee will be shown in your next statement.
- 2.1.3 Our fee for the Management Service on any renewal, extension, hold-over or new agreement with the tenant is 4% + VAT (4.8% inc VAT) and, for the avoidance of doubt, is not subject to any sliding scale.
- 2.1.4 The Management Service fee is charged periodically in line with the frequency of the tenant's rental liability as set out in the tenancy agreement.
- 2.1.5 Where we are instructed to manage a property from the beginning of the tenancy, the Management Service is subject to a minimum term of three months. Where we are instructed to manage a property mid-tenancy this minimum term is six months, or to the end of the tenancy (whichever is shorter).
- 2.1.6 The management agreement can be terminated after the relevant minimum period by either party giving one month's notice to the other, such notice not to expire before the end of the minimum period. On the expiry of such notice, we will cease to provide the Management Service and will revert to provide only the Lettings Service, unless the property was not let by Foxtons under the Lettings Service. The commission fees payable will revert to those applicable for the Lettings Service during the Initial, Renewal or Continuation Period, as appropriate.
- 2.1.7 The Management Service includes the following services set out in clauses 2.2 to 2.12 inclusive.
- ### 2.2 Transfer of utilities
- 2.2.1 We will pay bills received from monies held on your behalf until the property is re-let.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



### 2.3 Short lets

2.3.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

### 2.4 Key-holding service

2.4.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

### 2.5 Repairs and maintenance

2.5.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.  
2.5.2 We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing). Foxtons are hereby authorised to carry out work(s) to any value without first contacting you or obtaining your permission where, in our reasonable opinion, such work(s) is/are required to comply with a statutory notice issued by the relevant local authority or to comply with any obligation relating to any licence held for the property under the Housing Act 2004.

2.5.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.  
2.5.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

### 2.6 Payment of outgoings

2.6.1 A float of £350 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

2.6.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

2.6.3 Where instructed by the landlord and where we hold sufficient funds, Foxtons will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, on the explicit proviso that we have been provided with the details of who to pay, when the pay, and how to pay the relevant providers at the commencement of this tenancy, as and when demands are received by the Property Management department at Foxtons' head office. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

### 2.7 Management inspections

2.7.1 We will endeavour to undertake one inspection of the property in each twelve-month period. Where we are unable to access the property, for example, where we do not hold a full working set of keys for the property (including communal door keys, fobs, garden and/or balcony door keys); or where your tenants prevent access to the property, no refund will be made. An inspection can only provide a cosmetic examination of the property and does not constitute a structural survey or an inventory check. We do not accept responsibility for hidden or latent defects. Our fee for additional inspections/visits is £100 inc VAT per inspection/visit. Where a property is let on a repeat Short Term basis, the property will be inspected once in a twelve-month period.

### 2.8 Check-out and deposit

2.8.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits.co.uk which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with mydeposits.co.uk regarding deductions made from the deposit, you agree to transfer the disputed funds to mydeposits.co.uk within ten days of being asked to do so.

2.8.2 Foxtons will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.

### 2.9 Management while the property is vacant

2.9.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Foxtons must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact their insurance company should the property be empty for longer than 30 days.

### 2.10 Purchase of items for property

2.10.1 Foxtons has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £60 inc VAT per hour or part thereof.

### 2.11 Dealing with third parties

2.11.1 Foxtons will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

### 2.12 Insurance

2.12.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

2.12.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

### 2.13 Gas Safety and Electrical Installation Condition Inspections

2.13.1 Unless you notify us in advance that you do not require us to do so we will endeavour to arrange on your behalf gas safety inspections and Electrical Installation Condition ("EIC") inspections as follows:

2.13.2 A gas safety inspection and an EIC inspection prior to the commencement of the tenancy and then again during the currency of the tenancy as follows:  
(a) For gas safety inspections: up to two months before the expiry of the previous gas safety certificate (but only where we arranged such earlier inspection);  
(b) For EIC inspections: within 5 years after the previous inspection (but only where we arranged such earlier inspection or we hold a copy of the previous valid certificate).

2.13.3 If an inspection is passed, we will send a copy of any resulting certificate and report to the Property address and to the Landlord correspondence address within a reasonable period of our receiving them.

2.13.4 If an inspection is failed we will arrange repairs in accordance with clause 2.5.

2.13.5 If we cannot arrange an inspection or if an inspector cannot gain access for an inspection we will endeavour to rearrange the inspection and to inform you.

2.13.6 We will debit the cost of each inspection from Your Account.

2.13.7 We remind you that landlords have legal obligations in respect of gas and electrical safety, including but not limited to the safety of installations, their inspection and certification, the provision of information and record-keeping. We do not assume any such obligations, which remain at all times with the landlord.

### 2.14 Portable Appliance Test Inspection

2.14.1 Unless you notify us in advance that you do not require us to do so we will endeavour to arrange on your behalf Portable Appliance Test ("PAT") inspections as follows:

2.14.2 We will endeavour to arrange a PAT inspection prior to the commencement of the tenancy and annually thereafter during the currency of the tenancy.

2.14.3 We will send a copy of any resulting certificate and report to the Landlord correspondence address within a reasonable period of our receiving them.

2.14.4 If we cannot arrange an inspection or if the inspector cannot gain access we will endeavour to rearrange the inspection and to inform you.

2.14.5 We will debit the cost of each PAT inspection from Your Account.

2.14.6 We remind you that landlords have legal obligations in respect of electrical safety and record-keeping. We do not assume any such obligations, which remain at all times with the landlord.

### 2.15 Energy Performance Certificate

2.15.1 Unless you notify us in advance that you do not require us to do so we will endeavour to arrange on your behalf an Energy Performance Certificate ("EPC") for the Property, as follows:

2.15.2 We will endeavour to arrange an EPC inspection and EPC Certificate before we commence marketing the Property or before the commencement of any tenancy unless you provide us in advance with a current valid EPC Certificate for the Property.

2.15.3 We will send a copy of any resulting certificate and report to the Property address and to the Landlord correspondence address within a reasonable period of our receiving them.

2.15.4 If we cannot arrange an inspection or if the inspector cannot gain access we will endeavour to rearrange the inspection and to inform you.

2.15.5 We will debit the cost of the EPC inspection and the EPC Certificate from Your Account.

2.15.6 If the EPC Certificate rates the Property at EPC rating F or G we will arrange, in accordance with clause 2.5, works referred to by the EPC Certificate or EPC report to bring the Property up to a rating of EPC E. We cannot arrange third party funding on your behalf for such works and neither can we apply for nor secure any EPC exemption on your behalf.

## 3.0 General Notices

### 3.1 Permissions and consents

3.1.1 The landlord warrants that all consents and permissions necessary to enable the property to be let have or will be obtained prior to the commencement of any letting. This includes but is not limited to consent from mortgagees, insurers, co-owners, freeholder/managing agent, superior landlord and/or the relevant local authority (licensing and planning consent).

3.1.2 The landlord indemnifies Foxtons against any losses Foxtons may suffer as a result of any breach by the landlord of the warranty in clause 3.1.1.

### 3.2 Connected persons

3.2.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Foxtons immediately.

### 3.3 Commissions, Referrals and Major Works Coordination Fee

3.3.1 Any commission, interest or other income we earn while carrying out our duties as your agent, for example by referrals to solicitors, referencing agencies, contractors, third-party service providers, will be retained by us. We may receive a referral fee or other payment if we recommend you to another business, for example solicitors, referencing agencies, trade contractors or other service providers or where you or your tenant (as applicable) purchase additional services from one of our partners. We may receive a [Referral Fee](#) if we recommend you to another business. For details of the Referral Fees we receive see our Referral Fee Disclosure Guide on our website

3.3.2 Vetted contractors may pay a referral fee to Foxtons. The fee paid will be included within the contractor's invoice and could be up to 25% of the total invoice amount depending on the service provided, the details of which are available on request. This will not affect the final amount payable by the landlord.

3.3.3 If the cost of the works exceeds £1000 a Major Works Co-ordination fee of 10% + VAT (12% inc VAT) of the invoice will be payable.

### 3.4 Outstanding fees

3.4.1 The landlord agrees that, where any of Foxtons' fees and/or commission charges remain outstanding for more than seven days, Foxtons may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Foxtons is instructed.

### 3.5 Interest

3.5.1 Any interest earned by Foxtons while carrying out its duties as your agent will be retained by Foxtons.  
3.5.2 Foxtons' fees are payable on demand, as and when they fall due. Foxtons reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

### 3.6 VAT

3.6.1 All Foxtons' commission fees and any other charges are subject to VAT at the prevailing rate of 20%.

### 3.7 Keys

3.7.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.

3.7.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



3.7.3 Foxtons' secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Foxtons' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

### 3.8 Legal proceedings

3.8.1 Foxtons is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £420 inc VAT per day, or part thereof. Foxtons will not accept service of legal proceedings on the landlord's behalf.

### 3.9 Disclaimer

3.9.1 Foxtons will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

### 3.10 Jurisdiction

3.10.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

### 3.11 Data protection and privacy policy

3.11.1 Foxtons complies with all applicable data protection and privacy laws in dealing with your personal data. Please refer to our [Privacy Policy](#) and Cookie Policy for full details of how we acquire and use your personal data and how you can opt out of certain activities. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and/or share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

### 3.12 Anti-Money Laundering Regulations

3.12.1 Foxtons is subject to Anti-Money Laundering laws. As a result we will need to obtain and hold evidence confirming your identity and proof of your address. We will be unable to proceed with any work on your behalf until we obtain this from you. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property and confirmation of the source or destination of funds may also be requested.

3.12.2 Upon successful completion of a transaction, an Anti-Money Laundering and Identification Checking Fee of £30.00 (inc VAT) will be payable.

### 3.13 Amendments

3.13.1 Foxtons reserves the right to change or add to the terms of this agreement. We will notify you if any such change will affect the service that we offer you.

### 3.14 Entire agreement and variations

3.14.1 Foxtons intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Foxtons and the landlord are each expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

## 4.0 Complaints Procedure

### 4.1 Complaints procedure

4.1.1 If you have any problems with Foxtons' service and are unable to resolve these with your Negotiator or the Branch/Department Manager, you can write to the Director for the area/department in question. Your letter will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within fifteen working days. If you remain dissatisfied, you should write to Foxtons' Legal & Compliance Department whereupon your complaint will be investigated by a Compliance Officer. A written statement expressing Foxtons' final view will be sent to you and will detail any offer Foxtons is willing to make. The same time limits will apply. This letter will also confirm, where you remain dissatisfied, your entitlement to refer the matter to The Property Ombudsman (TPO) within twelve months, for a review. Please note TPO will only review complaints made by consumers.

## 5.0 Miscellaneous

### 5.1 Headings

5.1.1 The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

## 6.0 Termination

### 6.1 Termination Procedure

6.1.1 Foxtons may terminate this agreement with one month's advance written notice where you fail to co-operate with us or provide timely instructions or where we have asked you to obtain/provide a statutory required licence or permission to let the property and you have failed to do so, or where we have asked you to agree to works which we reasonably believe are required in order to comply with a statutory obligation and you have failed/refused to do so. Where we terminate the agreement under this clause you will remain liable to pay Foxtons fees under the terms of this agreement.

## 7.0 Responsibility of Fees

Foxtons will be entitled to a commission fee if you terminate this contract and go on to let the property to a tenant within six months of the date Foxtons' instruction ended and that tenant was introduced by Foxtons, another agent, or yourself, during the period for which Foxtons had sole letting rights, or if the tenant was someone about whom we had negotiations about the property during that period. However, Foxtons will give up its rights to any commission fee if a tenant first introduced by Foxtons, another agent or yourself goes on to rent the property through another letting agent or from you in circumstances where that tenant was introduced by the other letting agent or by yourself more than six months after Foxtons' instruction ended. If no other letting agent is involved, this time limit extends to 2 years. There may be a dual fee liability if: a) the landlord has previously instructed another agent to let the same property on a sole agency, joint sole agency or a sole letting rights basis; or b) the landlord instructs another agent during or after the period of Foxtons' sole letting rights agency or joint sole agency.

## Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Foxtons to commence marketing the property immediately.

**Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days after the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to the Cancellations Department, Foxtons Limited, Building One, Chiswick Business Park, 566 Chiswick High Road, London, W4 5BE; or by email to [cancellations@foxtons.co.uk](mailto:cancellations@foxtons.co.uk). Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period you may be required to pay our commission fees if we have introduced a tenant to your property prior to your serving a Notice of Cancellation.

### Notice of Cancellation

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete, detach and use this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to [cancellations@foxtons.co.uk](mailto:cancellations@foxtons.co.uk).

**I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name & address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Sole Lettings Rights

## Terms and Conditions of Business, Fees and Expenses



In order for Foxtons to manage your property effectively please provide the following information in as much detail as possible.

### Utility providers:

	Meter serial number/Service provider
Gas	
Electricity	
Water	
Council tax borough	

### Domestic appliances:

	Make and model	Age (approx)	Warranty or service cover details	Warranty expiry date
Boiler/central heating system				
Fridge/freezer				
Washing machine/tumble dryer				
Dishwasher				
Burglar alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property: Freehold ☐ Leasehold ☐ If the property is Leasehold, please complete the following:

	Name	Address	Telephone
Managing agents			
Superior landlords			

Do you want Foxtons to pay your ground rent? Yes ☐ No ☐ Do you want Foxtons to pay your service charge? Yes ☐ No ☐

Who should these payments be made to? Managing agent ☐ Superior landlord ☐ Frequency of payments: Monthly ☐ Quarterly ☐

Approximate annual amount: £ \_\_\_\_\_

### Opting out of long let Management Service

Landlords who do not wish to take up Foxtons' Management Service must tick below and complete the following information. Please note that Foxtons is required to provide this information to your tenant.

☐ I/we confirm that I/we will take full responsibility for all aspects of the management of the above property and will not receive the following services from Foxtons: key-holding service, management inspections, payment of outgoings, arranging repairs and maintenance and a 24-hour call-out service.

My 24-hour emergency contact number is: \_\_\_\_\_ Managing Agent: \_\_\_\_\_

On occasions when I am/we are unavailable (e.g. on holiday or abroad), the following person should be contacted:

Name: \_\_\_\_\_ 24-hour emergency contact number: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_