

# Landlord Terms of Business

## Service Selection

Please select the service level you require by ticking the appropriate box below:

- Option 1: Let Only**
- Option 2: Rent Collection**
- Option 3: Full Management**
- Option 4: Premium Management**

## Rent Protection & Eviction Warranty (Full Management & Premium Management Only)

- Add Rent Protection & Eviction Warranty**

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This agreement (the "**Agreement**") is made between **Butterworth Lettings & Property Management** (the "**Agent**", "**we**", "**us**"), operating at [www.butterworth-lettings.co.uk](http://www.butterworth-lettings.co.uk) and covering the Torbay and Teignbridge areas, and the **Landlord** (the "**Client**", "**you**") as identified in the Letter of Appointment or Property Instruction Form (together the "**Parties**").

By instructing Butterworth Lettings & Property Management to act on your behalf in connection with the letting and/or management of the Property, you agree to the following terms and conditions.

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## 1. INTRODUCTION AND DEFINITIONS

### 1.1 Introduction

These terms set out the basis on which the Agent will provide letting and/or management services to the Landlord. The services you have selected (the "**Service Level**") and any property-specific details will be confirmed in the Letter of Appointment or Property Instruction Form.

### 1.2 Definitions and interpretation

In this Agreement:

- "**Agent**" refers to Butterworth Lettings & Property Management.
- "**Landlord**" / "**Client**" refers to the owner of the Property or the person authorised to act on the owner's behalf.
- "**Property**" refers to the residential premises being let, as identified in the instruction form.
- "**Tenant**" refers to the person(s) granted a tenancy of the Property.
- "**Tenancy**" means the tenancy agreement or other occupation agreement entered into between the Landlord and the Tenant.
- "**Fee Schedule**" means the Agent's separate schedule of fees and charges in force at the date of instruction (and as updated from time to time in accordance with this Agreement).

- **"Works"** means repairs, maintenance, renewals, replacements, safety-related works and any other works to the Property.
  - **"Third Party"** includes contractors, inventory clerks, referencing providers, deposit schemes, insurers and legal advisers.
  - Headings are for convenience only and do not affect interpretation.
  - A reference to a statute includes any amendment or replacement to it and any subordinate legislation made under it.
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## 2. DESCRIPTION OF SERVICE LEVELS

We offer four primary levels of service. The Service Level selected by the Landlord will be confirmed in the instruction form. Where a service is described as "included", it is included unless it is unlawful, impossible, or you instruct us otherwise in writing.

### 2.1 Let Only Service (Introduction and set-up)

Let Only typically includes:

- Advising on an appropriate marketing rent (non-binding guidance).
- Marketing the Property, handling enquiries and conducting viewings (or arranging accompanied viewings where applicable).
- Obtaining and assessing applications and carrying out Tenant referencing (including credit, affordability and previous landlord/employer checks where available).
- Checking the Tenant's Right to Rent status (where required by law) and retaining appropriate records.
- Negotiating the tenancy start date and key terms between the Parties.
- Preparing the Tenancy documentation (usually an Assured Shorthold Tenancy where applicable).
- Collecting the initial cleared funds (first rent payment and security deposit) and passing them on as set out in the Fee Schedule and the instruction form.
- Providing standard move-in documentation that we reasonably consider necessary (for example, prescribed information required for deposit protection where we are instructed to protect the deposit).

Unless otherwise agreed in writing, Let Only does not include: ongoing rent collection, ongoing arrears management, property inspections, arranging Works, tenancy renewals, serving notices, check-out negotiations or deposit dispute handling.

### 2.2 Rent Collection Service

Rent Collection includes all Let Only services, plus:

- Collecting rent from the Tenant and accounting to you (less agreed fees) at the frequency stated in the Fee Schedule or instruction form, subject to cleared funds being received.
- Providing periodic statements of account.

- Chasing initial arrears and contacting the Tenant in the event of late payment in line with our internal arrears process.
- Notifying you if persistent arrears arise and, if instructed, signposting or arranging specialist legal support (legal costs are not included unless stated in the Fee Schedule).

Rent Collection does not include: managing Works, routine inspections, handling day-to-day Tenant issues, or full tenancy administration beyond rent collection unless you also select Full Management or Premium Management.

### **2.3 Full Management Service**

Full Management includes all Rent Collection services, plus day-to-day management, typically including:

- Acting as the main point of contact for the Tenant on routine management matters.
- Coordinating periodic property inspections (frequency to be determined by us acting reasonably, and with appropriate Tenant notice).
- Arranging Works and instructing contractors on your behalf (subject to any spending limits agreed in the instruction form), and liaising with the Tenant for access.
- Dealing with routine compliance administration relevant to the tenancy (for example, reminding you about certificate renewal dates where we hold the relevant information).
- Managing tenancy renewals where instructed (fees may apply as per the Fee Schedule).
- Coordinating check-out administration (for example, arranging a check-out report where an inventory/check-in was completed) and liaising regarding proposed deposit deductions.

Full Management does not include: conducting litigated possession claims, representing you in court/tribunal, or acting as your tax adviser (unless expressly included in the Fee Schedule).

### **2.4 Premium Management Service**

Premium Management includes all Full Management services, plus enhanced support as specified in the instruction form and/or Fee Schedule, typically including:

- Enhanced inspection frequency or additional reporting, where agreed.
  - Assistance in arranging rent protection and/or legal expenses insurance (where available and subject to insurer criteria). Insurance is a contract between you and the provider; premiums and claims outcomes are outside our control.
  - End-of-year statements or summaries as set out in the Fee Schedule (not a substitute for professional tax advice).
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### 3. AGENCY FEES AND EXPENSES

#### 3.1 Fees

The Landlord agrees to pay the Agent the fees as outlined in our **Fee Schedule**. The Fee Schedule forms part of this Agreement. Where there is a conflict, the instruction form will take precedence for the specific Property and Service Level.

- Fees for Let Only are payable at the commencement of the tenancy (or as otherwise stated in the Fee Schedule).
- Management and Rent Collection fees are normally deducted from rent collected, and are payable whether rent is paid in full or in part, as set out in the Fee Schedule.
- All fees are subject to VAT at the prevailing rate (if applicable).
- Renewal, extension and other additional service fees (including major works oversight, additional inspections, check-in/check-out, inventory services, serving notices and court attendance) are charged as detailed in the Fee Schedule.

#### 3.2 Expenses and Third Party costs

Unless expressly included in the Fee Schedule, you are responsible for Third Party costs and disbursements incurred in connection with the Property and/or the Tenancy, including (by way of example): inventories, contractor invoices, safety certificates, licensing fees, locksmiths, cleaning, gardening, rent guarantee insurance premiums, and legal fees.

#### 3.3 Payments, set-off and client money

We may deduct fees and properly incurred expenses from monies we hold on your behalf (including rent and deposits where permitted) in accordance with the Fee Schedule and the instruction form. If there are insufficient monies held, you must pay any outstanding amount within 7 days of our invoice or request.

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### 3A. SCHEDULE OF FEES FOR LANDLORDS 2026

This Schedule of Fees forms part of this Agreement. Where there is a conflict, the Letter of Appointment / Property Instruction Form will take precedence for the specific Property and Service Level.

#### 3A.1 Core services (by Service Level)

Service / Fee Item	Let Only	Rent Collection	Full Management	Premium
Monthly Management Fee	N/A	8%	10%	12%
New tenancy Set-up Fee	£695	£645	£595	£545
Taking on an existing tenancy Set-up Cost	N/A	£350	£300	£250

Service / Fee Item	Let On-ly	Rent Collec-tion	Full Manage-ment	Premium
<b>Rent Protection &amp; Eviction Warranty</b>	N/A	N/A	£35	£25
<b>Tenant Referencing</b>	Included	Included	Included	Included
<b>Unfurnished Inventory</b>	From £80	From £168	Included	Included
<b>Furnished Inventory</b>	From £120	From £125	Included	Included
<b>Property Inspections</b>	N/A	£120	2 per year	Included
<b>Annual Rent Review</b>	N/A	£160	£75	Included
<b>Deposit Dispute Service</b>	N/A	Included	Included	Included
<b>Serving Section 21</b>	N/A	£120	£96	Included
<b>Re-let Fee</b>	£595	£595	£450	£350
<b>Check Out Report</b>	N/A	N/A	£96	Included
<b>24hr Emergency Line</b>	N/A	N/A	Included	Included

### 3A.2 Compliance and Safety Certificates

- Landlord Gas Safety Record: £100
- Landlord Boiler Service: £100
- Combined Gas Safety and Boiler Service: £180
- Legionnaires' Disease Risk Assessment: £85
- Energy Performance Certificate (EPC): £100
- Electrical Installation Condition Report (EICR): From £200

### 3A.3 Additional Charges and Professional Hourly Rates

- **Project Management of Major Works (> £1,000):** 10% of total cost (Full and Premium Management only)
- **Out of hours hourly rate:** £50 p/h
- **In Hours hourly rate:** £30 p/h (for waiting for trades/services)
- **Overseas Landlord Tax Deduction Fee:** £25 per month

### 3A.4 General Terms

1. **VAT:** All percentage-based commissions and fixed fees are subject to no VAT at present.
  2. **Payment:** Management fees are deducted from monthly rent. Set-up and Tenant Find fees deducted from first month's rent.
  3. **Referencing Fees:** 2 references included in Let Only and Rent Collection; extras at £25 per tenant. Unlimited referencing for Full Management and Premium.
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## 4. LANDLORD'S RESPONSIBILITIES

### 4.1 Ownership, authority and consents

The Landlord confirms that:

- They are the legal owner of the Property or have the legal authority to let it.
- They have obtained all necessary consents (including mortgage lender, insurers, superior landlord/freeholder or head-lessor where applicable).
- Any leasehold covenants or restrictions affecting letting have been complied with.

### 4.2 Maintenance and habitability

The Landlord must:

- Keep the structure, exterior and installations for the supply of water, gas, electricity, sanitation, space heating and water heating in repair as required by law.
- Ensure the Property is fit for human habitation and free from Category 1 hazards (Housing Health and Safety Rating System) as far as reasonably practicable.
- Provide clear instructions and funds for any Works that are required. Where urgent action is required to protect life, prevent serious damage, or comply with legal obligations, you authorise us to arrange Works as set out in clause 5.

### 4.3 Safety certificates and legal requirements

It is a legal requirement for the Landlord to ensure the Property complies with applicable legislation and guidance, including (where applicable):

- **Gas Safety:** a valid annual gas safety record (CP12) before occupation and renewed every 12 months (Gas Safety (Installation and Use) Regulations 1998).
- **Electrical Safety:** a valid EICR and any remedial works within required timescales (Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020).
- **Smoke and Carbon Monoxide:** alarms installed and in working order, and compliance with applicable regulations (including the Smoke and Carbon Monoxide Alarm (England) Regulations).
- **Energy Performance:** a valid EPC and compliance with minimum energy efficiency requirements where applicable.

- **Furniture and Furnishings:** compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- **Legionella:** suitable risk assessment and control measures where applicable.
- **Licensing:** any required selective, additional or HMO licence and compliance with licence conditions.

If you fail to provide valid certificates, reports or licences when requested, we may (where lawful and practical) arrange them at your expense and/or we may suspend marketing or management until compliance is achieved.

#### 4.4 Insurance

The Landlord must maintain adequate insurance for the Property (typically buildings insurance and, where appropriate, contents and landlord liability cover) and ensure the policy permits letting. You should notify your insurer of the tenancy and any material changes. We do not provide insurance advice.

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## 5. AGENT'S RESPONSIBILITIES

We will carry out the Services with reasonable care and skill.

### 5.1 Marketing and viewings (where included in your Service Level)

Where marketing is included, we will:

- Advertise the Property using appropriate marketing channels selected by us.
- Arrange and/or conduct viewings.
- Present information provided by you and/or obtained by us; you remain responsible for the accuracy of information you supply.

### 5.2 Vetting, referencing and tenancy documentation (where included)

We will:

- Take up references and conduct checks using third-party providers where appropriate.
- Assess referencing results and share outcomes with you; the final decision to grant a tenancy is yours.
- Prepare tenancy documentation and provide the Tenant with relevant prescribed information where we are instructed and it is required by law.

### 5.3 Management and maintenance (where included)

Where management is included, we will:

- Act as the day-to-day point of contact for the Tenant on routine issues.
- Arrange Works with suitable contractors. Contractors are independent and are not our employees unless expressly stated.

- Seek your approval before incurring costs above any agreed spending limit, except in emergencies (see below).

**Emergency works:** You authorise us to take reasonable steps to respond to emergencies at the Property and to instruct contractors without prior approval where we consider it necessary to protect life, prevent serious damage, or comply with legal obligations. We will notify you as soon as reasonably practicable and will account for costs incurred.

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## **6. COMPLIANCE (AML, GDPR, RIGHT TO RENT)**

### **6.1 Anti-Money Laundering (AML)**

To comply with applicable anti-money laundering legislation and regulatory expectations, we must verify the identity of the Landlord (and, where relevant, any beneficial owner). You agree to provide promptly any information and documents we reasonably request. We may decline to act or may suspend services if satisfactory checks are not completed.

### **6.2 Data protection (GDPR / Data Protection Act 2018)**

We will process personal data in accordance with the UK GDPR and the Data Protection Act 2018. Our Privacy Policy explains how and why we use personal data and is available via our website. You confirm you have authority to provide us with personal data relating to the Property and any other relevant persons, and you will ensure that any personal data you provide to us is accurate.

### **6.3 Right to Rent**

Where Right to Rent checks are legally required, we will carry out checks consistent with the Home Office requirements as part of our process when included in the Service Level. You acknowledge that legal responsibilities may still apply to you depending on the circumstances and you agree to provide any information we reasonably require.

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## **7. DURATION AND TERMINATION**

### **7.1 Start and duration**

This Agreement takes effect from the date you instruct us (including by signing the instruction form or confirming instructions by email) and continues until terminated in accordance with this clause.

### **7.2 Termination by notice**

If the Landlord wishes to terminate this management agreement, the Landlord must provide the Agent with at least three (3) months' written notice, unless a different notice period is stated in the instruction form.

### **7.3 Termination during a tenancy / withdrawal**

If this Agreement is terminated while a Tenant introduced by the Agent remains in occupation or where a Tenancy is agreed but has not yet started, fees may still be payable, including any withdrawal fee, transfer fee, or final commission, as set out in the Fee Schedule.

#### 7.4 Immediate termination

The Agent may terminate this Agreement immediately by written notice if:

- the Landlord is in material breach of these terms (including safety or licensing obligations); or
- we reasonably believe continuing to act could expose us to legal or regulatory risk; or
- you fail to provide information required for compliance checks (including AML).

#### 7.5 Agent's right to terminate on notice

The Agent reserves the right to terminate this Agreement at any time by providing written notice to the Landlord.

Termination does not affect rights and obligations accrued before termination.

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### **8. LIABILITY AND INDEMNITY**

The Agent will carry out all services with reasonable care and skill. However, the Agent is not liable for:

- Any default in rent payment by the Tenant.
- Any damage caused to the Property by the Tenant.
- The conduct of third-party contractors (unless directly employed by the Agent).

The Landlord agrees to indemnify the Agent against all costs, claims, and expenses incurred while performing the services, provided the Agent has acted without negligence.

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### **9. DEPOSITS**

All security deposits taken from Tenants for an Assured Shorthold Tenancy (AST) must be protected by a government-approved scheme.

- Under Management services, the Agent will register the deposit.
  - Under Let Only, the Landlord is responsible for registration unless otherwise agreed.
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### **10. RENEWALS AND EXTENSIONS**

Should a Tenant introduced by the Agent remain in the Property beyond the initial term, renewal fees may apply as per the Fee Schedule. This applies whether a new fixed-term agreement is signed or the tenancy becomes a periodic tenancy.

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### **11. GOVERNING LAW**

This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.

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## 12. ASSIGNMENT

The Agent reserves the right to assign or transfer this Agreement (in whole or in part) and the lettings register (including relevant property and tenancy information) to another estate agent or other third party at any time. Where such transfer involves personal data, it will be handled in accordance with applicable data protection law.

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## 13. RIGHT TO CANCEL (COOLING-OFF PERIOD)

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform Butterworth Lettings & Property Management of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or email). You may use the attached cancellation form, but it is not obligatory.

### 13.1 CANCELLATION FORM

To: Butterworth Lettings & Property Management, 5 Ferndale Road, Torquay, TQ2 6JT

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

Ordered on /received on ,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.

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### Landlord 1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

### Landlord 2

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

### Signed for and on behalf of Butterworth Lettings & Property Management

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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