LETTINGS

TERMS OF BUSINESS

CHARLES HENRY
PEPPIATT
Est. 1903

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Agency and Landlord Agreement

Our terms of business when acting as your agent

Between:

Charles Henry Peppiatt Ltd, Company Registration Number: 12298951,

Registered Address: Block H, Southgate Office Village, 286c Chase Road, N14 6HF

and

Landlord's name[s] (all joint landlords):

Landlord's current address:

Landlord's new address (if applicable):

Tel:

Email:

Address of property to let:

PLEASE READ THE TERMS AND CONDITIONS BELOW BEFORE CONTINUING

If you wish to instruct us we can only proceed upon receipt of this agreement duly signed and the information requested.

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

☐ **Let Only** ☐ **Letting and Rent Collection** ☐ **Full Management Service**

The Landlord will be responsible for notifying the insurer of the property that the Property is to be let
☐ **Yes** ☐ **No**

The Landlord is the legal owner of the Property, or is authorised to let the Property on behalf of the owners
☐ **Yes** ☐ **No**

The Landlord will immediately inform the Agent if the Landlord instructs another Agent to let the Property and/or if the Landlord finds other prospective tenants to rent the property
☐ **Yes** ☐ **No**

The Landlord will arrange for permission from any mortgage lender and provide a copy of that permission to the Agent
☐ **Yes** ☐ **No**

The Landlord confirms that all soft furnishings at the Property comply with the current fire safety regulations and that all non-compliant furniture has been removed from all parts of the Property
☐ **Yes** ☐ **No**

The Landlord requires details of the Rent Guarantee and Landlord's Legal Expenses Insurance
☐ **Yes** ☐ **No**

May we start providing our service within the 14 day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel.

Please sign to indicate agreement: _____

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I/We confirm that by entering into a letting I/we will not be in breach of any restriction *(including planning control, restrictions in the title deeds and mortgage conditions).*

Signed by Landlord (or for and on behalf of all owners of the Property):

Signed by Agent:

Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Contract Cancellation Fees (during a tenancy)

- If the Landlord ends a Letting and Rent Collection or Full Management agreement during a tenancy, the Landlord will pay a cancellation fee equal to six months' Management Commission, calculated on the rent payable on the date the agreement ends.
- If a tenancy arranged under the Marketing & Let Only Service ends within its first six months, the Landlord will pay a fee equal to six months' Let Only Commission, calculated on the rent payable when the tenancy ends.

Signed by the Landlord:

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Terms and Conditions

The following conditions form part of the agreement between Charles Henry Peppiatt Ltd and the Landlord specified above. They apply to the level of service selected by the Landlord and rely on the information the Landlord gives the Agent:

Definitions

The “Landlord”, “you”, or “your” means the person or persons named as owners of the subject property and will include any others with a legal interest in the property, whether this has been disclosed or not. References to the “Owner” have the same meaning as the “Landlord”. “Commission” (including Letting Commission and Management Commission) means the percentage fee for the level of service selected, and the “Scale of Charges” means the Scale of Landlords’ Services attached to this agreement. Where the party consists of more than one entity or person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under this agreement if the other members do not fulfil their obligations.

- The “Agent”, “we” or “us” means Charles Henry Peppiatt Ltd, Block H, Southgate Office Village, 286c Chase Road, N14 6HF.
- The “Tenant” means the party named in the tenancy agreement as the Tenant of the Property.
- The “Property” means the property detailed above as the address of the property to be let including all outbuildings, grounds, fences, boundaries etc.
- “Security Deposit” means a security deposit received from a tenant (which shall be not more than five weeks’ rent for a tenancy with an annual rent under £50,000 or capped at six weeks’ rent for a tenancy with an annual rent of £50,000 or more) in respect of possible breaches of the tenant’s obligations in the tenancy agreement.

1. Our Service Levels

1.1 Our Let Only Service

- The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- For our Let Only Service, once contact is made by a prospective tenant the Agent will put the prospective tenant in contact with the Landlord who will then arrange all viewings and tenancy paperwork. The landlord will need to comply with the Immigration Act 2014, The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; Gas Safety (Installation and Use) Regulations 1998, Fire Safety (England) Regulations 2022 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. In particular:

  1.1 The Owner shall before a tenancy begins either:

  a) confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or

  b) instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner).

  1.1.1 The Owner shall either:

  a) check that each alarm is in proper working order on the day a new tenancy begins; or

  b) instruct the Agent to conduct such a check (at the cost of the Owner).

  1.1.2 The Owner shall either:

  a) carry out any repairs or replace the alarms (if required) as soon as reasonably practicable following a report from the tenant; or

  b) instruct the Agent to conduct such repairs (at the cost of the Owner).

  1.1.3 The Owner shall either:

  a) carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022; or

  b) instruct the Agent to carry out such remedial action (at the cost of the Owner).
- The Owner shall protect the Security Deposit in accordance with the relevant provisions of the Housing Act 2004 and shall provide to the tenant within 30 days of the Security Deposit being received by the Agent the “prescribed information” required by the Housing Act 2004.
- The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- The Agent shall, if requested by the Owner and at the Owner’s cost, arrange for an Energy Performance Certificate (EPC), gas and electricity safety checks to be carried out before a tenancy commences in order to comply with the

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Owner's legal obligations. These must be prepared for the Property prior to marketing. The Agent will be unable to market the Property unless a valid EPC is available.

- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for a fire risk assessment to be carried out by a suitably qualified professional, and for all recommendations to be complied with, check any fire doors and closers at the Property are in good working order on the day a new tenancy begins and at regular intervals in compliance with the Fire Safety (England) Regulations 2022 and carry out any repairs or replace the fire doors or closers (if required) as soon as reasonably practicable following an inspection or report from the tenant.
- The Agent shall, if requested by the Owner and at the Owner's cost, arrange for an inventory of the property and conduct a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant.
- If protecting the deposit, The Agent shall provide to the tenant within 30 days of the Security Deposit being received the "prescribed information" required by the Housing Act 2004.
- Once a prospective tenant is found, they will be asked to complete a comprehensive application form giving information and details for referencing.
- The Agent will then take up references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. Unless the Full Management Service is selected, the Landlord will be responsible for any subsequent checks required under the Immigration Act.
- On receipt of references the Agent will set up the necessary paperwork to let the property on an assured periodic tenancy under the Housing Act 1988 (as amended by the Renters' Rights Act 2025) or other appropriate tenancy or licence.
- The Agent will have the tenancy agreement drawn up, signed by the tenant and any other relevant party and collect any money lawfully due (which will not include any rent before the tenancy agreement is signed, nor more rent in advance than the law permits), provide the Tenant with the written statement of terms required by law, giving the Tenant copies of appropriate paperwork.
- If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence within 10 days, we will protect the deposit in the custodial scheme of our choice to protect you. We will not however, have any involvement in the refund of the deposit or any disputes at the end of the tenancy. The Agent shall before or immediately after completion of the tenancy agreement provide the Tenant with any information sheet or other document prescribed under the Housing Act 1988 (as amended by the Renters' Rights Act 2025), together with the latest version of the Ministry of Housing, Communities and Local Government's How to Rent: the checklist for renting in England where this remains required.
- For our Let Only Service, the Agent will then send the Landlord the balance of funds received from the tenant, less agency expenses and fees. This element does not apply to the following levels of service.
- If it appears to the Agent that the Property may contain a hazard under the Housing Health and Safety Rating System, or may not be fit for human habitation under the Homes (Fitness for Human Habitation) Act 2018, the Agent will tell the Owner and, if instructed and at the Owner's cost, arrange any necessary works once all third-party consents have been obtained.

1.2 Our Letting and Rent Collection Service

In addition to our Let Only Service as above:

- The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the property at the move in.
- The Agent will use its best endeavours at all times to collect rents or other charges due from the Tenant and provide a monthly account statement to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- If the Landlord lives overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting basic rate income tax. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra 1% will be charged on the normal commission to cover the cost of the extra work involved in submitting returns to HMRC.
- The Owner is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- If rent is unpaid for five working days after falling due, the Agent shall notify the Owner and shall attempt to obtain payment by making telephone calls, visiting the Property and sending up to three arrears letters.
- The Agent shall keep detailed records and accurate accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner permit the Owner or its duly appointed representatives to inspect all

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such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).

- The Landlord acknowledges and agrees that any rent received from the Tenant shall be payable to the Landlord within three (3) days of receipt, subject to any deductions or fees agreed upon in this Agreement.

1.3 Our Full Management Service

In addition to the Letting and Rent Collection Service above:

- The Agent will use its best endeavours to arrange minor repairs, general maintenance and replacements to the property without necessarily consulting the Landlord beforehand up to the limit agreed in writing upon giving instruction, (or up to the value of one month's rent where no figure has been specifically agreed). The Agent will not be responsible for damage or loss incurred to the Property or the Landlord in the event of repairs, general maintenance or replacements not being carried out.
- The Agent will conduct the inventory check in and submit utility readings to the relevant suppliers.
- The Agent will make periodic visits to the property and send a report to the Landlord but such visits and reports can only be regarded as a general oversight of the property and its care by the Tenant. The Agent does not accept responsibility for actual variance between the report and the items reported upon.
- The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in and for the duration of the tenancy.
- The Agent will liaise with the Tenant on all day to day maintenance and tenancy matters arising.
- The Agent will arrange all periodic mandatory safety checks.
- The Agent will conduct the end of tenancy inventory check out.
- The Agent will arrange the tenancy deposit return including liaising with the tenant in respect of deductions.
- The Agent will use its best endeavours to recover possession of the Property in accordance with instructions received, where a ground for possession under section 8 of and Schedule 2 to the Housing Act 1988 (as amended) is available, but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the time scale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous tenants undertaken on the Landlord's instructions.
- The Agent will liaise with the current tenant to remarket the property for a new tenancy.
- The Agent shall pay the Owner's premiums for insurance of the Property (but the Agent is not able to arrange insurance cover for the Owner);
- The Agent shall not make any payment unless it has received an invoice or demand;
- The Agent shall be entitled to accept and pay invoices and demands that appear to be valid; the Owner may instruct the Agent not to make some or all of the types of payment referred to in this clause.
  - If the Property is an HMO, the Owner is responsible for the following (and the Agent will, if instructed and at the Owner's cost, assist in ensuring they are complied with):
  - obtaining any licences which are legally required before letting the Property;
  - complying with obligations under the Management of Houses in Multiple Occupation (England) Regulations 2006;
  - complying with any obligations/conditions in the licence.

1.4 All levels of service

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

2. The Landlord Agrees and Confirms:

2.1 That the Landlord is the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.

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

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

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

2.5 That the Property will be professionally cleaned prior to letting (including oven clean and wet clean of carpets) and any garden is neat and tidy for the season.

2.6 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.

2.7 That if the Property is leasehold, the Landlord will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting.

2.8 That the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.

2.9 That the property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room used as living accommodation that contains a fixed combustion appliance (other than a gas cooker) and if this is not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense. Some properties may need more than simple smoke alarms.

2.10 The Owner is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Owner shall comply with those obligations.

2.11 If the Property has an energy efficiency rating of F or G the Owner shall ensure that a valid exemption has been registered on the National PRS Exemptions Register and remains in force.

2.12 The Landlord understands their obligations under the Tenant Fees Act 2019 as Landlord and will comply with these obligations.

2.13 The Owner understands their responsibilities under the Regulatory Reform (Fire Safety) Order 2005 as amended. The Owner may instruct the Agent to arrange for a fire risk assessment to be carried out, and to arrange for the recommendations in the assessment to be complied with at the cost of the Owner.

2.14 The Landlord shall, when required by law, register on the Private Rented Sector Database and join the Private Rented Sector Landlord Ombudsman, and shall provide evidence of this to the Agent. The Agent may decline to market the Property until such evidence is provided.

2.15 The Landlord shall not impose, or instruct the Agent to apply, any policy of refusing to let to persons because they have children or are in receipt of benefits, and shall respond in writing to any request from the Tenant to keep a pet within 28 days, not refusing consent unreasonably.

2.16 The Landlord shall indemnify the Agent against any civil penalty, fine or loss incurred by the Agent as a result of following the Landlord's instructions or of the Landlord's breach of the Renters' Rights Act 2025.

3. The Agent:

3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms and fees to be agreed.

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

3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.

3.4 Is not responsible to manage the Property when it is not let.

3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.

3.6 Is not responsible for any latent (hidden) defect in the Property.

3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence, and omission of any third party which may arise, otherwise than through the negligence of the Agent.

3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.

3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.

3.10 May, at their discretion, prepare and serve legal notices required relating to the letting (including notices under sections 8 and 13 of the Housing Act 1988), subject to the level of service requested.

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3.11 The Agent will arrange for periodic testing of electrical appliances to ensure compliance with the Consumer Protection Act 1987 and to fulfil a duty of care to the Tenant. The Landlord agrees to refund the cost of such testing.

3.12 The Agent shall advise the Owner of any breaches of the terms of the tenancy agreement and any items requiring repair, maintenance or replacement that come to the Agent's attention.

3.13 The Agent shall advise the Owner of any issues raised by the tenant or by other parties relating to the Property.

3.14 The Agent shall make a member of staff available to the Owner at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.

3.15 The Agent shall notify the Owner if it becomes aware of a breach of any laws or regulations in relation to the Property.

3.16 Subject as provided in these Terms and Conditions and to any directions which the Owner may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms and Conditions in such manner as it may think fit.

3.17 The Agent shall:

3.17.1 if requested by the Owner and at the Owner's cost, arrange for gas and electricity safety checks to be carried out before a tenancy commences in order to comply with:

3.17.1.1 the Owner's obligations in the Gas Safety (Installation and Use) Regulations 1998; and

3.17.1.2 the Owner's obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and

3.17.2 ensure that the prospective tenant is provided with copies of the latest gas safety report and electrical testing reports for fixed electrical wiring and appliance testing before they occupy the Property;

3.17.3 comply with the Owner's continuing obligations in the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 as instructed by the Owner (and at the cost of the Owner) and;

3.17.4 ensure that the prospective tenant is provided with copies of the fire safety information and importance of fire door information if required by the Fire Safety (England) Regulations 2022 before they occupy the Property and annually thereafter.

3.18 The Agent confirms they are not aware of any personal interest in the Property for the purposes of Section 21 of the Estate Agents Act 1979.

3.19 The Agent cannot guarantee the suitability of tenants, timely payments, or vacant possession at the end of the tenancy and is not liable to the Owner in respect of these events, or any disputes between the Owner and tenant during the term of the tenancy.

4. Financial matters:

4.1 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.

4.2 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair the Landlord will pay the Agent any shortfall upon demand.

4.3 The Agent will agree the asking rent with the Landlord before marketing. Once a tenancy has begun, the Agent may, on the Landlord's instructions, propose a rent increase no more than once a year by serving notice under section 13 of the Housing Act 1988, which the Tenant may challenge at the First-tier Tribunal.

4.4 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf. Details of such income received by the agent can be provided to the landlord on request.

4.5 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.

4.6 The Agent will, if required, supply duplicate rental statements and annual statements and the Landlord will pay the additional cost as set out on the Scale of Charges.

4.7 Where the Tenant is in receipt of Housing Benefit, the Landlord will pay and indemnify the Agent for (refund to the Agent) any requirement to refund Housing Benefit to the local authority.

4.8 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.

4.9 The Landlord will pay, reimburse and indemnify the Agent (refund to the Agent) for all costs incurred by the Agent, howsoever arising or incurred by the Agent, in order to keep the Property compliant with the law.

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4.10 If the Agent takes a holding deposit on the Property from a prospective tenant, if the prospective tenant should default and retention is permitted by Schedule 2 to the Tenant Fees Act 2019, these funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent. Holding deposits are capped at the equivalent of one week's rent.

4.11 The tenancy deposit will be processed in accordance with the requirements of the Housing Act 2004 and deposit protection.

4.11.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.

4.11.2 If the deposit is to be held by the Agent it will be held in the Agent's client account until the Tenant has vacated and the move out inspection concluded.

4.11.3 Deposit monies shall be paid out upon agreement between the agent and tenant or Landlord and Tenant, the decision of an adjudicator or an order of the court.

4.11.4 The Agent will try and assist in resolving any dispute.

4.11.5 If the deposit is required to be protected by the Housing Act 2004 then the Agent will have to pay the deposit into the scheme once a formal dispute is raised with the scheme.

4.11.6 If the deposit is not required to be protected under the Housing Act 2004 then the Agent will retain the deposit during negotiations on the refund pending agreement or a court order.

4.11.7 For avoidance of doubt the Agent will hold the deposit as Stakeholder and will be entitled to retain any interest earned on the deposit.

4.11.8 At the commencement of a tenancy the Owner shall provide the Agent with a float of £450 to meet expenditure on behalf of the Owner, and shall top it up to £450 when requested by the Agent.

4.12 If in any month the funds held by the Agent are insufficient to pay the Commission the Owner shall pay the shortfall to the Agent on demand.

Client Money Protection

In accordance with the Client Money Protection Schemes for Property Agents Regulations 2019 the Agent is a member of a government approved client money protection scheme. The name and address of the Agent's client money protection scheme is Propertymark Client Money Protection Scheme, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG. A copy of the Agent's certificate of membership of the client money protection scheme may be obtained on request.

5. Notices

5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the landlord wishes to cancel within 14 days of the signing of this agreement, then they may cancel by completing the form found to the end of Appendix B.

5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses, such as gas and electrical safety checks.

5.1.2 If a ready, willing and able tenant has been found, this could be as much as the Let Only Service fee plus other expenses incurred, such as the gas and electrical safety check.

5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving two months' notice to allow for the orderly handover of the property.

5.2.1 Please note the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant. The Agent will also need to be satisfied it will be properly re-protected after being handed over.

5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving two months' notice to allow the Landlord to appoint another agent.

5.4 Notice can be posted first class, recorded delivery, or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

6.1 It is agreed that the Agent may from time to time vary the terms of this agreement (usually annually) and the Scale of Charges in writing. The Agent will notify the Landlord of the proposed variations and such variations shall then form part of this agreement unless the Landlord declines the amendments, by written notification to the Agent within fourteen days of receipt. At least one months' notice will be provided.

6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.

6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at which ever level of service the Landlord chooses for each property.

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7. Data Protection/GDPR

7.1 All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under the Data Protection Act 2018 and the UK GDPR at all times.

7.2 We use your personal data to provide our services under this agreement (including passing your details to prospective tenants and theirs to you), and, with your consent, to send you marketing about our services. You may opt out of marketing or withdraw consent at any time by emailing info@ch-p.co.uk. We will not pass your details to third parties for marketing without your prior written consent.

7.3 We will normally retain data for up to six years after our agreement ends to meet legal, tax and regulatory requirements, after which it will be securely deleted. Your data will only be stored in the UK.

8. Continuation of Tenancy

8.1 The Landlord acknowledges that tenancies of the Property are assured periodic tenancies with no fixed term, which continue until lawfully ended and are not renewed. The Agent shall facilitate any negotiations between the Landlord and the Tenant on a variation of the tenancy.

8.2 For as long as a tenancy introduced by the Agent continues:

- any rent review or variation fee set out in the Scale of Charges shall be payable when the Agent carries out a rent review or variation of the tenancy; and
- the Management Commission shall (if the contract has not been terminated under clause 5) remain payable.

9. Complaints and Redress

9.1 In accordance with the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc.) (England) Order 2014 the Agent is a member of a redress scheme for dealing with complaints. The name of the Agent's redress scheme is The Property Ombudsman. A copy of the Agent's complaints handling procedure may be obtained on request.

10. Money Laundering Regulations

10.1 The Agent is required by law to identify and verify the identity of the Owner. If satisfactory identification of the Owner cannot be provided or verified, the Agent may be prohibited by law from acting as the Owner's agent and performing its duties in accordance with this agreement.

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Appendix A

Schedule 1 and 2 information

Information relating to distance, on and off-premises contracts.

These terms only apply to consumers. If you are a business, these terms do not apply.

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

(b) The trading name of the company is Charles Henry Peppiatt Ltd

(c) The company can be contacted at: Block H, Southgate Office Village, 286c Chase Road, N14 6HF. Telephone number: 0208 175 5444. Email address: info@ch-p.co.uk

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

(e) See attached “Scale of Charges”

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

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

(h) We have ongoing after sales service available through contact details listed in (c) above.

(i) We are a member of The Property Ombudsman and the relevant codes can be found at www.tpos.co.uk

(j) The conditions for terminating this contract can be found in 5.1 to 5.4 of the main agreement.

Appendix B

Right to Cancel

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 us, of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). You may use the cancellation form below but it is not obligatory.

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

Effects of cancellation

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

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

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

Cancellation Notice

To Charles Henry Peppiatt Ltd, Block H, Southgate Office Village, 286c Chase Road, N14 6HF. Telephone 0208 175 5444. Email info@ch-p.co.uk

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

Name of consumer[s]: _____

Address of consumer[s]: _____ Postcode: _____

Signature of consumer[s] (only if this form is notified on paper): _____ Date: _____

SAMPLE FOR INFORMATION ONLY – the terms that apply to you will be set out in the agreement you sign. © Charles Henry Peppiatt Ltd 2026

Schedule of Fees

Service Levels

Service	Fee
1.1 Marketing & Let Only Service	12% INC VAT (10% + VAT)
1.2 Letting & Rent Collection Service	15% INC VAT (12.5% + VAT)
1.3 Full Management Service	18% INC VAT (15% + VAT)

Compliance and Pre-Letting Costs

Item	Cost
Energy Performance Certificate (EPC)	£114 INC VAT (£95 + VAT)
Gas Safety Certificate	£114 INC VAT (£95 + VAT)
Electrical Installation Condition Report (EICR)	£300 INC VAT (£250 + VAT)
Fire / Smoke Detectors Certificate	£180 INC VAT (£150 + VAT)
Fire Alarm Panel Certificate	£300 INC VAT (£250 + VAT)
Local Authority Selective Licence	Specific to local authority + £400 + VAT Admin Fee
Tenant/Guarantor Reference Charge	£60 INC VAT (£50 + VAT)

The fees under the above services are payable when any individual or organisation enters into an agreement to rent the Property as a result of our promotion, introduction, or viewing by the Agent.

Additional Charges (as and when they arise)

Item	Cost
Deposit Registration (included in Management fee)	£108 INC VAT (£90 + VAT)
Inventory & Check In/Out Service	From £180.00 – £480.00 INC VAT
Rent Guarantee Insurance	£200 – £600 per annum/policy
Full Rent Review and Agreements (included in Management fee)	£600 inc VAT (£500 + VAT)
Variation of Contract (agreement only)	£360 inc VAT (£300 + VAT)
Sale of Property to Tenant	1.8% INC VAT (1.5% + VAT)
Legionella Risk Assessment	£300 INC VAT (£250 + VAT)
Legal Notices (included in Management fee)	£120 INC VAT (£100 + VAT)
Overseeing Major Works (over £2000)	10% + VAT of total works cost
Professional Hourly Rate (e.g. court or tribunal attendance)	£180 INC VAT (£150 + VAT)

We may receive commissions from: Contractors, Insurance Companies, Referencing Companies, Utility Providers

CHARLES HENRY
PEPPIATT
Est. 1903

0208 175 5444

lettings@ch-p.co.uk

sales@ch-p.co.uk

info@ch-p.co.uk

Southgate Branch

Block H, Southgate Office Village,

286c Chase Road,

N14 6HF

Kentish Town Branch

22 Fortess Road,

Kentish Town,

NW5 2HB

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