

LETTINGS AND PROPERTY MANAGEMENT

AGENCY AGREEMENT

(FULLY MANAGED SERVICE)

Between

Griffin Residential Group (Including subsidiary brands; Pandda Properties Limited, Copes; Cobox Limited Kempsters Estate Agents LTD, Gates Parish & Co, Ashley Bennett Estate Agents Limited)
a company incorporated under the companies act.
and having its registered office at 4/6 Queensgate Centre, Orsett Road, Grays, Essex, RM17 5DF
-Known as “The agent”.

AND

Landlord Name:

Known as “The Landlord”

In connection with

(Address of Property being rented)

You should read this document thoroughly. If you have difficulty in understanding any of the terms and conditions within, we advise you seek the advice from a solicitor or the CAB (citizens advice bureau) before signing.

GRIFFIN RESIDENTIAL GROUP MANAGEMENT AGREEMENT FORM

This Agreement is made between the owner(s) of the property as named at the end of this Agreement, hereinafter called "The Landlords". and Griffin Residential Group acting as agent for The Landlord(s), hereinafter called "The Agent".

A. THE SERVICE

1. Providing a rental valuation of the property and the offering of advice as required.
2. Obtain proof of ownership from the landlords to comply with AML laws.
3. Advertising as necessary, arranging/carrying out viewings, obtaining references and dealing. with negotiations.
4. Preparing an inventory of the property including photographs and the current electric and gas meter readings (where applicable).
5. Preparing and signing as Agent for the Owner a suitable tenancy agreement in accordance with current law.
6. Notifying utility providers and relevant local authorities of the new tenancy.
7. Receiving ongoing rental payments from tenants and remitting the balance of such. payments to the landlords once in cleared funds, less any fees and deductions payable hereunder, provided that such rental payments have been received by the Agent.
8. Preparing and forwarding to the relevant Owner(s) financial statements monthly.
9. Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1998 and all other relevant legislation regarding. the inspection, maintenance, and keeping of records in respect of gas appliances in tenanted. premises. The Owner(s) is responsible for all costs. involved.
10. Inspecting the property periodically to ensure compliance with the terms of the tenancy. agreement.
11. Arranging any repairs, maintenance or replacement to the property or contents which come to the Agents notice and which the Agent. considers necessary, up to an estimated cost of £250 for any one item or job. The Agent shall notify. The Landlords where costs exceed £250 and shall. secure The Landlords approval for any repairs. above this amount prior to commencement of any work required. Where title to a property is vested in more than one individual, notice under this clause need only be given by the Agent to any. one such individual whose name appears hereon. as a landlord. The Landlords is responsible for all. costs involved. The agent will only use this in emergency situations.
12. Taking appropriate initial action in the event of rent arrears or any other breach of condition of the Tenancy Agreement to remedy the situation. Where such arrears or breaches persist informing the landlord accordingly and taking or causing. to be taken such measures as are necessary. to secure possession of the property. All costs associated with any of the Agent's actions under this clause shall be for account of the landlord.

AL TERMS

1. Security deposits will be protected by The Tenancy Deposit Service (TDS Insured for Griffin Residential Group) DPS Custodial (Pandda Properties Limited) in accordance with the Terms and Conditions of the TDS and DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found online on respective websites for schemes.
Landlords using the Let Only service are required. to register with a tenancy deposit scheme independently and adhere to all terms and conditions of the chosen protection provider. The Agent takes no responsibility for deposits passed. to landlords to register. Upon request, LET ONLY landlords can request we register the deposit. taken against the tenancy. Please be advised. that if a deposit is not registered in a protection. scheme, it is deemed breech of tenancy and will hinder any legal proceedings to obtain. possession of the property in the future. This may also incur further costs for the landlords.
2. If a mortgage exists on the property, The landlords must obtain the lender's consent to let.
3. The landlords must ensure that adequate cover exists under both building and, where applicable, contents insurance.
4. The Agent's service does not include supervision of the property whilst unoccupied although periodic visits would normally be made by staff in the process of re-letting.
5. The landlords hereby agree to ratify all lawful actions taken by The Agent under the terms of this Agreement.
6. In the event of the property being left vacant, the landlords will notify all relevant utility providers and local authorities and will arrange for water tanks and radiators to be drained during winter vacancies or place The Agent with funds to arrange this on the landlord's behalf.
7. Where The landlords is/are resident in the United Kingdom and liable to United Kingdom income tax on rental income from the property, it is entirely the landlord's responsibility to pay such. income tax and deal with all taxation matters.
8. Where The landlords is/are resident overseas, unless exemption has been agreed, The Agent must deduct tax from rental payments received. and forward the same to the Inland Revenue.
9. Termination
Following the initial twelve (12) month anniversary of the commencement of the current active tenancy, either the Agent or the Landlord may terminate this Agreement as follows:
a. Where the property is occupied by a tenant, termination may be effected by providing not less than three (3) months' written notice to the other party.
b. Where the property is not occupied by a tenant, termination may be effected immediately upon written notice to the other party.
10. The landlords accept that all gas appliances within the premises must be checked for safety at intervals of not more than 12 months by a qualified GAS SAFE registered engineer prior to the letting. of the property, the agent will arrange for such. appliances to be tested by a qualified tradesman. who will then issue the certificate. There is an annual charge for the gas safety certificate.
11. The landlords acknowledge that the furniture and furnishings (fire and safety) regulations 1988 as amended provide that specified items supplied. in the course of the letting of the property must meet minimum standards. Full details of these regulations are available from the agents.
12. The landlords accepts that the property will require an energy performance certificate under E.U regulations. The EPC must also now meet. the minimum standard. The MEES (Minimum Energy Efficiency Standards) Regulations make. it unlawful from April 2018 to let buildings (both commercial and domestic) in England and Wales which do not achieve a minimum Energy. Performance Certificate (EPC) rating of 'E. The agent can, upon request obtain an EPC for the landlords.
13. The landlord uses the agent as sole and exclusive agent for the letting of the property.
14. In the case the property is sold to the current tenancy in residence, the landlord will agree to pay the agent a commission of 2.0% plus VAT. of the agreed sale price upon completion of the transaction.
15. The landlord accepts that if the property is withdrawn from the agent once a deposit has. been paid by a prospective tenant and references. are being gathered, they will be liable to pay the agents' reasonable expenses which may include the referencing fees.
16. The landlords accept that all fees are subject to the prevailing rate of VAT which currently stands at 20%.
17. The landlord agrees for the agent to place a " To Let" & "Rented" board at the property.
17.1. A 10% donation to Griffin Foundation Trust (registered charity number 1155206) will be added to any repair facilitated by the Griffin Residential Group) and invoice by the independent contractor.

18 Safety regulations
The Landlord must:
- The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
-The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given. to the Tenant when signing this Agreement- The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
-The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy. The agent can be. instructed to supply and fit a compliant smoke. Alarm.
-As of 01.10.2022 landlords must supply a carbon monoxide alarm to all residential rented properties. It is the landlord's responsibility to maintain the upkeep of both alarms.

18.1 Legionella
The Landlord is responsible for ensuring that. the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems at the start of, and throughout, the Tenancy. This is done via. the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises. The landlord can instruct Griffin to ensure a legionella test. The landlord must confirm. the price of the inspection and report at the time of instruction.

19 Other Fees

The agent will be entitled to receive from the landlord the contracted management fee as stated on this agreement plus and or any other. fee specified at the time of instruction (in writing). The company, Griffin Residential Group Limited reserves the right to review chargeable fees periodically and provide notice to landlords in writing (by way of letter or email) with appropriate notice.

19.1 – Additional fees are set out within this agreement that are chargeable under the terms of this management agreement, please refer to schedule

22.0 Schedule of condition / inventory
The agent will provide an inventory at the commencement of the tenancy. The landlord will be charged a fee which will be confirmed at the start of the application process.

23.0 Leasehold Properties
The landlord must confirm with the agent if the property is freehold or leasehold. The landlord must confirm if there are any restricted covenants in relation to renting the property at the start or during the tenancy.

20 Arbitration
In the event of any dispute or difference arising between the parties as to the interpretation of any clause, or the contraction of operation of this agreement or the rights, duties, liabilities of either party under this agreement or otherwise, the same shall be submitted to the decisions of ARLA or TPO who will act as arbiter, and them. decision will be final and binding for both parties.

24 Our 3rd party inspection clerks (No Letting Go) will now carry smoke alarms / carbon monoxide alarms on inspection appointments and replace on site should the alarms be defunct / expired. We will insist on proof of this within the inspection reports.

21 The landlord accepts that from the 1st of July 2020 every Electrical Installation in their rental property must be inspected and tested at intervals of no more than 5 years by a qualified and competent Electrician. A satisfactory Electrical Installation Safety Report must be obtained and held during every tenancy.

25.0 A yearly tax summary statement will be sent at the end of each tax year (Accounts for all income and expenditure of the property). The administration cost of the statement is £36.00 inc VAT. This charge will be added to your landlord statement and charged from the rent. To OPT OUT of this service, please email grays@griffingroup.co.uk with your instructions in writing detailing the property address as the subject.

FEES TO LANDLORDS

Client Money Protection: Independent Redress:

FULL PROPERTY MANAGEMENT:

arla | propertymark

The Property Ombudsman LETTINGS

12 % of Monthly Rent INC VAT - Set Up Fee 1 Months Agreed Rent Plus vat.

SERVICE	LET ONLY/TENANT FIND	FULLY MANAGED
Accompanied viewing appointments	☑	☑
Tenant credit check, referencing, and Right to Rent checks	☑	☑
In-house rent protection policy	X	☑
Preperation of tenancy agreement	☑	☑
Preperation of prescribed information (Deposit regulations)	☑	☑
Preperation of full Schedule of Condition report (Inventory)	Chargeable, refer to TOB	☑
Registration of deposit	Chargeable, refer to TOB	☑
Utility notification upon move-in (Including local authority)	☑	☑
Processing of rental payments	X	☑
Rent payment reminders (if required)	X	☑
Monthly, quarterly & annual statements	X	☑
Interim property inspections	Chargeable, refer to TOB	☑
Arrangement of routine maintenance and repairs	X	☑
Drafting and serving of Section 21 notice (Form 6a)	Chargeable, refer to TOB	☑
Drafting and serving of Section 8 notice (Ground 8, 10 & 11 if required)	Chargeable, refer to TOB	☑
Arranging check-out report at end of tenancy	Chargeable, refer to TOB	☑
Preperation of possession / rent judgment application (County Court)	Chargeable, refer to TOB	Chargeable, refer to TOB

Additional Charges to Management Service:

Preparation / Review / Draft and Serving of Possession Proceedings Documents with County Court - £840.00 Inc VAT - ***Note This is in addition to the county court list of charges.***
Arrangement of EPC - £114.00 Inc VAT
Arrangement of Gas Cert - £78.00 Inc VAT
Arrangement of EICR Certificate (This does not include any remedial work that might be required) - £168.00 Inc VAT
Supply & Fit of Smoke Alarm - £57.00 Inc VAT
Supply and Fit of Carbon (C02) Monoxide Alarm – £72.00 Inc VAT
Supply and fit of new battery for smoke alarm - £6.00 Inc VAT
Drafting and negotiation of Section 13 Rent Increase, paperwork and proof of postage - £180.00 INC VAT
End of tax year summary statement (Income and expenditure_ - £36.00 INC VAT
Administration of Section 48 notice and amendments to CRM / Deposit protection -£50.00 INC VAT
Administration of Selective license application **(Note In addition to local authority license charge)** - £299.99 INC VAT
Preparation / Review / Draft ,Serving & Attendance of first tier rent tribunal Proceedings Documents with FTT - £700.00 Inc VAT - ***Note This is in addition to the county court list of charges.***

In House Rent Protection

Will automatically be charged from the start of each tenancy for Griffin Rent Guarantee cover (In House Policy) Terms and conditions are located at the end of this document. To opt out, please email your local office detailing property address.

In House Rent Protection Tier costs

£19.99 per month for rent up to £1200pcm.

£25.99 per month for rent up to £1600pcm.

£29.99 per month for rent up to £2000pcm.

£34.99 per month for rent over £2000pcm.

MANAGED INSTRUCTION FORM

I/We the undersigned being The Landlords of the above property, have read this Agreement and wish to appoint The Agent to act on my/our behalf in accordance with the service, notes and general terms and fees as herein laid out with effect from:

Landlords Information

Please supply us with Photo ID & a recent bank statement / mortgage statement showing name and address within last 3 months for registered owner and proof of ownership (Title download via land registry).

Name Of Registered Owner / Company – Known as "The Landlord":

Correspondence Address:

Contact Telephone Number: (Mobile) (Landline)

Email address/s:

Landlord Bank Account Name:

Sort Code: Account Number:

Bank Name:

Who will be responsible for the following and charged accordingly to terms of business (Please tick):

Item	Landlord	Agent
VALID EPC		
VALID EICR		
VALID GAS SAFE CERT		
SMOKE ALARM/S		
CO2 CARBON ALARM/S		
REGISTRATION OF DEPOSIT		
ARRANGING LICENCE E.G SELECTIVE / HMO / ADDITIONAL		

Is the property FREEHOLD / LEASEHOLD - Please Circle

If there is a Managing Agent of the site / block, which company is this?

Do you have a contact point within the management company?

Are there any parking restrictions / permits: (Please Circle) YES / NO

(if permit parking, it is the landlord's responsibility to supply the tenants relevant permit and visitor permits)

Our In house rent policy has an automated "OPT IN" policy - Should you wish to "OPT OUT" please tick box:

Agreed Initial & Management Fee

Management Fee Agreed: (% based on monthly rental):, Management fees are subject to 20% VAT

Set Up Fee Agreed : Including VAT

Signed By the Landlord/s

Dated:

Signed By the Agent:

Dated:

The Landlord(s), by signing these Terms of Business, acknowledge and confirm that they are fully compliant with the Renters' Rights Act 2026 at the time of signing. The Landlord(s) further confirm that all relevant statutory requirements have been satisfied, including, but not limited to, compliance with Section 8 provisions where possession has previously been sought on grounds of sale or intention to reoccupy the property.
The Agent shall not be held liable for any claims, actions, or proceedings brought against the Landlord(s) retrospectively by any former occupier in connection with such compliance.

Consumer Protection

Under the consumer protection for unfair trading regulations, as issued by trading standards, Griffin Residential Group / Pandda Properties Limited TA Griffin Residential Group, Gates Parish & Co, Kempsters Estate Agents Limited are required to be transparent and disclose any referral fees.

The group have nonregulated agreements with referencing providers (FCC Paragon Open Brix)) & a local moving company (Trunk logistics) which could result in a rebate being paid should you or a tenant take a product directly with them or a referral fee of 5% of total removal fee. These rebates can vary between providers and agreements are subject to change.

Notice of the Right to Cancel

The trader should complete the top half of this form. If the customer wishes to exercise their right to cancel the contract, the lower portion should be completed, detached and returned to the trader. The customer should retain this section of the form.

Date of issue:

Contract details:

Trader details:

Customer Cancellation Rights

You have the right to cancel this contract within fourteen calendar days, starting the day this Notice of Right to Cancel is issued. This notice is deemed issued as soon as it is given, posted or in the case of email, from the day it is sent, to the customer. Cancellation must be communicated in writing or by email.

The bottom of this form may be used to exercise this right and may be delivered in person or sent by post – in which case you are advised to obtain a Certificate of Posting or Recorded Delivery slip. You are advised to retain a copy of the Cancellation Notice before returning it to the Trader.

Work Commencing prior to the expiry of the cancellation period.

If the customer agrees that work may start before the cancellation period expires, they should sign below to confirm this agreement and that they understand that if they decide to cancel within fourteen days, reasonable payment may be due for costs incurred and/or work carried out prior to cancellation.

I/We agree that: _____ (Trader's name)

may commence work on _____ (Date), before my cancellation period expired.

Customer signature _____ Date _____

Cancellation notice

If you wish to cancel the contract, you MUST DO SO IN WRITING and personally deliver and send this portion, (which may be by electronic mail), to the above-named trader. You may use this form if you want to, but you do not have to. Complete, detach and return this portion of the form ONLY IF YOU WISH TO CANCEL THE CONTRACT.

I/we hereby give notice that I/we wish to cancel my/our contract: -

Customer name/contract invoice no:

Trader details:

Signed _____ Dated _____

Griffin in House Rent Protection Policy information - Terms and Conditions

What is the cover?

If the tenant falls into THREE months' rent arrears and continues to default, we will seek to obtain vacant possession of the property and maintain rental payments in accordance with our service as outlined to you. The cover extends to the serving of Section 8 paperwork plus all other relevant paperwork, associated court costs including the legal cover.

Any rental payment defaults will be individually reviewed, and the most appropriate enforcement method will be selected - including effective credit control processes and utilization of any tenancy guarantor if available. Payments made under this in house guarantee are subject to us being able to claim on our insurance.

We will discuss all options with you if the tenant was to fall into, and remain in, rent arrears.

How much does it cost, and do I need to pay any court costs?

The in-house guarantee is priced at £ (check tier schedule) per month. All the costs involved with obtaining possession of the property are included expect and not limited to in the case of a counterclaim by the claimants.

1 - What are the key Benefits / Conditions?

1. Up to the current monthly rental income as stated on the latest fully signed Tenancy Agreement or valid Section 13 Notice.
2. Guarantee payments made until vacant possession.
3. Payments will be made subject to any deductions agreed in the Agency Agreement or any other prior agreement (such as repairs and maintenance).
4. Deductions will also be made for any outstanding charges due from you (such as ground rent, service charge payments etc.).
5. In the event of a counterclaim, all payments under this guarantee will be held back until the court orders that rent was lawfully due. You will be required to fund the legal action to defend a counter- claim.
6. No excess is payable.

2 - Other Information:

1. The policy does not start until 5 (five) weeks after the initial monthly rent default.

2. The legal cover only covers claims and award of possession made under a Section 8, ground 8 Notice.

3. If payments are made under this guarantee, you may be required to give consent for possession in your capacity as Landlord.

4. All parties agree that in the event of payments being made under this contractual policy, your rights to recover such sums shall be passed to us in order to effect recovery of sums paid, and any balance of recovery will be paid to you after all court fees, costs in connection with any possession or debt proceedings and the costs and fees of recovery and any rents paid to you under this guarantee, have been deducted.
5. If the tenant makes any payment of rent at any time whilst payments are being made to you under this policy, the sum received will be applied against the earliest rent arrears.

6. Upon vacant possession of the property, the registered deposit will be used towards any rent that is owing / outstanding under this policy. If any funds are left over, they will be allocated towards dilapidations following a formal checkout inspection of the property.

3 - When does the policy not pay me?

1. If possession in awarded by the courts under grounds10, and 11 of Section 8 (discretionary), the in-house guaranteed payments will cease.

2. Should the landlord / policy holder wish to serve a Section 21 (form 6a) Notice for possession of the property, the policy will cease.

3. In the sad event that the named tenant, (not permitted occupier) passes away mid tenancy and a permitted occupier remains in the property, the policy will cease.

4. If tenants refuse to pay rent due to maintenance issues/council environmental notice, including any HMO proceedings (but not limited to this list), the policy will be disabled, and no payments made under the policy until all works completed / council enforcement has ceased.

5. Where You or anyone acting on your behalf is responsible for anything which in our reasonable opinion prejudices the prospect of success in the prosecution or settlement of the legal proceedings.

6. Where You act without our consent or contrary to or in a manner different from our advice or the advice of the elected eviction company.

7. Where the property is compulsory purchased, or restrictions or any other action has been placed on it by any government, public or local authority.

8. Where there are cases of libel or slander between You and Tenant.

Our Unique in House Rent Protection

This policy terminates at the end of the tenancy and will re-start once a new tenancy is granted. Cover does not stretch to any void periods. Payment is taken as an expense each month when the rent is processed and will show on your statement of account. If you wish to cease our in-house guarantee, you must email rentpayments@griffingroup.co.uk and give 1 months' notice. Please state the property address in all correspondence.

The terms of this policy form an agreement between You and Us. The policy is an assurance under these defined terms and *does not* create an insurance policy, Griffin is not regulated by the Financial Conduct Authority under the terms of the Financial Services Act 2012.

This policy will terminate in conjunction with the standard Griffin Residential Group Full Management Terms of Business and for avoidance of doubt no continuance, renewal or new agreement for this Guarantee will be granted outside of the Griffin Residential Groups' Full Management terms.