



Timpeers Estate Agents

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RESIDENTIAL LETTINGS TERMS AND CONDITIONS

Timpeers Estate Agents is an established Lettings, Property and Compliance Management Agent dealing with quality residential property and professional Tenants in Oxfordshire and surrounding areas.

We appreciate that the letting and management of property can be complicated but our experienced team have in depth knowledge and understanding of the process and of the local market.

We are committed to providing a professional, enthusiastic and efficient service coupled with a high level of client care.

LEGAL REQUIREMENTS AND RECOMMENDATIONS PRIOR TO LETTING YOUR PROPERTY

IF YOU HAVE A MORTGAGE - CONSENT TO LET

If you have a mortgage, we advise that you obtain a letter of consent from your Mortgage Lender. If you are a Leaseholder, your lease may require you to obtain written consent from your Landlord prior to sub-letting. If this is the case you should inform us in writing of any special conditions that may apply as part of their agreement.

INCOME TAX/OVERSEAS LANDLORDS

The Self-Assessment system applies to all taxpayers including those earning income from property (whether UK or Overseas resident). HM Revenue and Customs may issue an "FICO Exemption" Certificate to Landlords that authorises the Agent to transfer rent to Overseas Landlords without the deduction of Tax. Where no Exemption Certificate is available, we are legally bound to deduct Tax at the basic rate before remitting rents. The Agent will be happy to provide forms for the appropriate Exemption Certificate on request, alternatively they can be downloaded from HM Revenue and Customs website. We recommend that you seek advice from a Tax Adviser. If we must deduct Tax and account to HM Revenue and Customs, we reserve the right to make an additional charge for this work. When we are not collecting rent, we have a duty to advise the Tenant that the client is overseas and therefore the Tenant would be responsible for Income Tax on the rental profit if the Landlord has not provided him/her with a FICO exemption certificate. The Tenant would then pay the Landlord rent, less the Tax due.

ENERGY PERFORMANCE CERTIFICATE

An Energy Performance Certificate (EPC) is required before you can market your property 'To Let'. It has been a legal requirement since 1st October 2008 in England and Wales and needs to be renewed every 10 years. A Home Assessor will survey the property and provide a rating to indicate the energy performance of the building. *(If a property does not have an EPC the owner could be at risk of a £200 fine.)*

From April 2018 Landlords of privately rented domestic and non-domestic property in England or Wales must ensure that their properties reach at least an Energy Performance Certificate (EPC) rating of E before granting a new tenancy to new or existing Tenants. From April 2020, a valid EPC is required on all new and existing tenancies.

From 1 May 2026, under the Renters' Rights Act 2025, a valid EPC must be provided to the Tenant. The Landlord must ensure the Tenant has received a current EPC before and throughout the tenancy. Timpeers has no liability if the property is not managed and the Tenant alleges that an EPC has not been provided.

GAS SAFETY REGULATIONS

The Gas Safety (Installations and Use) Regulations 1998 – In accordance with current regulations, the Landlord is legally obliged to have all gas equipment, flues, pipework and meters safely checked by a Gas Safe engineer before the start of the tenancy and annually thereafter. A copy of the safety certificate must be given to the Tenant before they move in and after each subsequent annual inspection. The regulations also stipulate that any work maintenance or repair carried out to gas appliances, flues meters and pipework must be done by Gas Safe registered engineers. If Timpeers are not provided with a valid certificate prior to the commencement of the tenancy we reserve the right to appoint a Gas safe engineer to inspect all gas appliances and their installations and carry out any remedial work where necessary. The costs incurred together with Timpeers' additional administration charge of £75 plus VAT (£90 inc VAT) will be debited from the Landlord's account. If Timpeers are not managing the property, arrangements for the issue and renewal of the gas safety certificate must be made by the Landlord. Under the Renters' Rights Act 2025, Landlords must ensure compliance with all safety certificate requirements throughout the tenancy. If Timpeers do not manage the property, we have no liability for any such omission.

ELECTRICAL SAFETY

Electrical safety regulations impose an obligation on Landlords to ensure that all electrical appliances within the property are safe and we recommend that a safety check is carried out by a qualified electrician. The Landlord hereby warrants to the Agent that all electrical installations are safe and that he agrees to undertake the responsibility for the safety checks as required in accordance with the Electrical Equipment (Safety Regulation) 1994. The Landlord will ensure that all electrical work carried out at the property complies with Part "P" Building Regulations (Electrical Safety in Dwellings) that became Law on 1st January 2005.

For all new tenancies in England from 1st July 2020 and all existing tenancies in England from April 2021, Landlords must ensure that all electrical installations within a property are tested by a qualified person and an Electrical Installation Condition Report (EICR) produced. Once checked, this report lasts for 5 years.

Any issues raised from the initial report must be rectified within 28 days after inspection or within the period specified. If a certificate is not supplied, the Landlord agrees to take full responsibility for any faults that may occur whilst the property is occupied. In the event of injury or death, if found negligent a Landlord could incur fines up to £5000 or even imprisonment.

IF YOU LET FURNISHED OR PART FURNISHED

Any furniture provided must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

The provisions are complex, and advice will be given to you at the time of taking instructions whether any furniture in your property needs to be replaced. Alternatively, the local Trading Standards Department should be able to provide further advice. Under this Agreement the Landlord hereby warrants to the Agent that all furniture and furnishings in the property to be let and included in the letting, fully comply with the requirements of the Consumer Protection Act 1967 and all statutory instruments made under it including the furniture and furnishings (Fire) (Safety) Regulations 1988, as amended. When a professional inventory is used, the compliance by appropriate labels will be normally recorded.

CONDITION OF PROPERTY PRIOR TO LETTING

Landlords should ensure that the property is left clean and in good decorative order so that it is available for immediate occupation. If the agent is required to arrange professional cleaning, then an administration charge may be made to the Landlord.

Defective Premises Act 1972.

The Landlord is liable for any occurrence originating from defect or lack of repair that the Landlord knows of or should have been aware of. If a Tenant suffers loss due to a defect The Landlord will be liable to compensate the Tenant. The Landlord agrees to inform The Agent of any on-going maintenance problems, prior to the start of a tenancy.

Landlord and Tenant Act 1987.

We are obliged to include your full name and address on any notices and tenancy agreements inside England and Wales. If this information changes during the tenancy, we must be informed immediately. (For Fully Managed tenancies, tenancy agreements include Landlord's full name only).

INSURANCE

It is essential that you have Buildings Insurance whilst you are renting the property and we suggest that you continue to have a minimum amount of contents cover too. As a Landlord there are specialist companies that cover you whilst you have Tenants living in your home and we are happy to provide you with a leaflet from our recommended Landlord's insurance provider. However, we are not regulated to offer advice on insurance under the terms of the UK FSA regulations - you must contact the insurance provider direct for advice. **Please note: We will require a copy of your Building insurance certificate for our files.**

LEGIONNAIRES DISEASE

Due to recent changes to the legislation relating to the control of legionella it now means that residential lettings are covered by Approved Code of Practice L8 and HSE 274, therefore Landlords, Property Owners and Managers must ensure that legionella risk management is carefully managed. In order to comply with the Health and Safety Executive's code of practice, Landlords must carry out a risk assessment at their property. By signing this agreement, you confirm that you have considered all risks regarding Legionnaires Disease. Should you require Timpeers to carry out the risk assessment please request further details from our Property Management team.

SMOKE ALARMS AND SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015

All new homes built after June 1992 and Houses in Multiple Occupation must be fitted with mains operated smoke detectors with a battery backup. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 state that Landlords must fit a smoke alarm on every storey of a property where the room is used wholly or partly as living accommodation, this includes bathrooms, lavatories, halls or landings. Landlords will also have to put a carbon monoxide alarm in every room where there is a solid fuel appliance, such as wood, coal or biomass and includes open fires. It does not include gas, oil or LPG although it is prudent for the Landlord to fit a detector. Landlords must ensure that each alarm is in proper working order on the day the tenancy commences. Timpeers has no liability if the Landlord is in breach of these regulations.

DEPOSITS

On agreement of a new tenancy a holding deposit is taken from the Tenant, amount equal to 1 weeks rent.

Prior to the start of the tenancy, Tenants will be required to pay a security deposit equal to 5 weeks rent. (The holding deposit is deducted from the security deposit).

This deposit will be protected with a safe deposit government nominated scheme. Our nominated scheme is the Tenancy Deposit Service (TDS).

The Housing Act 2004 and the Localism Act 2011 require all deposits to be registered within the first 30 days. A deposit certificate is sent to the Tenant. A signed copy of the Prescribed Information is given to the Landlord and Tenant at the start of the tenancy. Under the Renters' Rights Act 2025, all tenancies are periodic from 1 May 2026, so Prescribed Information must be kept current throughout the tenancy.

Failure to comply with this law may result in the Tenant claiming up to 3 times the value of the deposit plus costs and interest. Furthermore, under the Renters' Rights Act 2025, non-compliance with deposit protection requirements may affect the Landlord's ability to recover possession of the property via Section 8 proceedings.

Should a Landlord wish to hold the deposit, the Landlord must specify to the Agent prior to the start of the Tenancy in writing and provide proof of membership of a government-approved deposit protection scheme. The Landlord will be required to sign our Tenancy Deposit Disclaimer Form before the Tenant's deposit can be released.

THE PROPERTY OMBUDSMAN (TPO)

We are members of The Property Ombudsman (TPO – www.tpos.co.uk), there to protect your interests and we abide by TPO Code of Conduct. We will disclose any information relating to the sale or rental of your property if TPO request it.

CLIENT MONEY PROTECTION

From 1st April 2019, all property agents in England's private rented sector holding client money must belong to a government-approved client money protection scheme. Timpeers are members of the approved Propertymark Client Money Protection Scheme.

GENERAL DATA PROTECTION REGULATIONS

For the purpose of the Data Protection Act 1998 and General Data Protection Regulation EU 2016/679, the data controller is Timpeers a company registered in England as DLH Properties Ltd under company number 04381839, whose registered address is 19 Duke Street Henley-on-Thames Oxfordshire RG9 1UR.

The Landlord agrees that Timpeers may collect personal information from you. The personal information we collect will typically include the following:

- Full name and contact details (including your contact numbers, emails and postal address)
- Information relating to your identity where we are required by law to collect this to comply with the Money Laundering Regulations 2017 and the Immigration Act
- Information on your close connections where we are required to conduct conflicts of interests under regulatory obligations
- Your banking details where required to arrange rental payments
- Usage information about your visits to our website which enable our website to remember information about you and your preferences and use of our site. Please read our '[Cookie Policy](#)' for further details. This may include information about your visit, including the full Uniform Resource Locators (URL), clicks through to and from our site including date and time, products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page and any phone number used to call our customer service number.
- Other technical information, including what devices you use to connect to our App, device location data where this function is not disabled by you on your device, the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.
- Your communications with us, including a record of the email or telephone correspondence created when you contact us as part of a product or service query

Where we need to collect personal data by law (for example to meet our obligations to prevent fraud and money laundering) or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

We will pass your details to organisations (our "data processors") who carry out certain activities on our behalf as part of our providing our services, and for Landlords who use our Let Only and Rent Collection services, their Tenants.

We will not share your information with third parties for marketing purposes without first obtaining your prior consent.

PROCEEDS OF CRIME ACT 2002 AND MONEY LAUNDERING REGULATIONS 2003

Under the money laundering regulations, Timpeers require each new Landlord and Tenant to provide us with one proof of Identity and one proof of residence. This should be either a full passport and a current utility bill. Original documents must be provided. Please be aware that we have obligations under the above Acts and records of payments that if suspicious, information will be disclosed to the relevant authorities.

TERRORISM ACT 2000

The Landlord and the Agent have obligations under this Act to ensure that they do not harbour or give any assistance to likely terrorists.

HOUSE OF MULTIPLE OCCUPATION

The Landlord confirms that where a property falls under a licensable House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations.

INVENTORIES

We strongly recommend all Landlords have an Inventory carried out on their rental properties, even if they are unfurnished. This is a record of the condition of the property and can be used in the event of a dispute at the end of a tenancy. In the event of a dispute at the end of the tenancy regarding the deposit, it will be highly unlikely that the Landlord will be successful in any claim if he has not done a full and detailed inventory. (Timpeers cannot be held responsible for any loss or damage to the property if there is no inventory).

Timpeers do not provide this service themselves and would instruct an independent Inventory Agent on the Landlord's behalf.

From 1st June 2019 the cost of an Inventory schedule of condition, check in and check out is payable by the Landlord.

(Please note: We do not arbitrate in any inventory disputes. However, if we are requested to complete a claim form on a dispute for the TDS there will be a charge of £75.00 plus VAT. An additional charge of £50 plus VAT per hour thereafter will be made for any additional work Timpeers undertakes to assist the Landlord in this process plus any other legal or travelling costs).

REFERENCING POTENTIAL TENANTS

We are very careful about selecting the right Tenant for your property. We will gain as much information about their situation as possible before allowing them to view the property. Once suitable Tenants have been found, all potential Tenants are fully referenced, PEP, Sanctions and credit checked before we recommend them to our Landlords. A copy of the full reference report will be kept on file, a summary report is available to Landlords on request.

From 1st February 2016 all private Landlords in England, including those subletting or taking in lodgers, will need to check applicants for properties have the right to be in the UK before renting out a property. A Right to Rent check is a mandatory requirement introduced in the Immigration Act 2014 and must be undertaken and recorded within 28 days before the tenancy agreement is entered into.

ONCE TENANTS HAVE MOVED IN

For managed tenancies we carry out regular inspections. Initially this is done every 3 months (with the option of every 6 months subsequently if the Landlord is satisfied that the property is being properly maintained). This inspection will check that the property is being well maintained and that there are no maintenance issues outstanding. A copy of the report is sent to the Landlord and Tenant and will be kept on file. Any actions or issues will be discussed with the Landlord.

VACANT PROPERTY SERVICE

Our Management and Rent Collection Service does not include the supervision of empty properties whether it is empty prior to a Tenant taking occupation between tenancies or after a Tenant has vacated the property. Once a property is untenanted, we cannot pay any bills on your behalf or instruct contractors unless specific instructions (in writing) are issued for us to do so and appropriate funds are provided.

Timpeers can offer the following Vacant Property Services;

Winter Weather Protection:

In the winter months Timpeers will arrange for the heating system to be switched on. However, we cannot be responsible for the effectiveness of the system. Alternatively, we can arrange for the heating system to be drained.

Garden Maintenance:

We will arrange for the garden to be kept tidy with funds provided by the Landlord

Utility Charges:

We will arrange the payment of utility company charges with funds provided by the Landlord

Vacant Property Visits:

Timpeers will visit the property at an agreed frequency to ensure that the condition of the vacant property is maintained.

Please refer to our schedule of fees for additional charges for these services.

Timpeers cannot be held responsible for pursuing overdue accounts on utility services on behalf of the Tenant.

RENTERS' RIGHTS ACT 2025 – KEY OBLIGATIONS EFFECTIVE 1 MAY 2026

ABOLITION OF SECTION 21 AND FIXED-TERM TENANCIES

From 1 May 2026, the Renters' Rights Act 2025 abolishes fixed-term Assured Shorthold Tenancies and Section 21 'no-fault' eviction notices. All new and existing tenancies automatically become periodic assured tenancies. Landlords may only recover possession using one of the statutory grounds set out in Schedule 2 of the Housing Act 1988 (as amended) by serving a valid Section 8 Notice. Timpeers strongly recommends that all Landlords obtain specialist legal advice before taking any steps to recover possession.

GROUNDINGS FOR POSSESSION (SECTION 8)

The key grounds for possession under the Renters' Rights Act 2025 include: Ground 1A (Landlord or close family member wishing to occupy. Minimum 4 months' notice, tenancy must have been in place for at least 12 months); Ground 1B (Landlord intends to sell the

property. Minimum 4 months' notice, tenancy must have been in place for at least 12 months); Ground 7A (serious anti-social behaviour. 2 weeks' notice); Ground 8 (mandatory. At least 3 months' rent arrears at date of notice and hearing. 4 weeks' notice); and discretionary grounds including persistent rent arrears and breach of tenancy obligations. Landlords must not seek possession within the first 12 months of the tenancy under Grounds 1A or 1B, and may not re-let or re-market the property for at least 12 months after recovering possession on these grounds.

RENT INCREASES

Rent may only be increased once in any 12 month period. The Landlord/Landlord's Agent must serve a Section 13 Notice using the prescribed form, giving the Tenant a minimum of 2 months' written notice of any proposed increase. The new rent must not exceed the market rate. Tenants have the right to refer any proposed rent increase to the First tier Tribunal (Property Chamber) for independent determination, and the Tribunal may set the rent at market rate. Rent review clauses within tenancy agreements are no longer permissible for residential assured tenancies. Timpeers will manage this process on behalf of Landlords on the Fully Managed and Rent Collection services. A charge of £150 plus VAT applies per rent review undertaken.

PETS

Under the Renters' Rights Act 2025, Tenants have a statutory right to request permission to keep a pet. Landlords may not unreasonably refuse such a request. A blanket 'no pets' clause in a tenancy agreement is not enforceable. Landlords may withhold consent only where there is a reasonable ground to do so (for example, the terms of a head lease, the nature of the property, or proven allergy/health concerns of another occupant). Where permission is granted, Landlords may require the Tenant to obtain and maintain pet damage insurance. Timpeers will advise Landlords on requests received and will communicate the decision to the Tenant in writing within 28 days of a request being made.

BAN ON RENTAL BIDDING

The Renters' Rights Act 2025 prohibits rental bidding. Timpeers is required by law to advertise all properties at a fixed asking rent. We are prohibited from inviting, encouraging, or accepting offers above the advertised rent from prospective Tenants. Any Landlord who instructs Timpeers to accept above asking rent offers will be advised that this practice is unlawful and Timpeers will not facilitate it.

ANTI-DISCRIMINATION OBLIGATIONS

The Renters' Rights Act 2025 makes it unlawful for a Landlord to include clauses in a tenancy agreement that discriminate against Tenants on the basis of having children or receiving benefits (including Universal Credit, Housing Benefit or any other form of state assistance). Blanket 'no DSS' or 'no children' policies are prohibited. Timpeers will not market a property or take instructions from a Landlord where such discriminatory conditions form part of the letting criteria. Landlords found to have breached these provisions may face civil penalties.

PRIVATE RENTED SECTOR DATABASE

The Renters' Rights Act 2025 introduces a mandatory Private Rented Sector (PRS) Database. All Landlords renting out residential property in England will be required to register themselves and their properties on this database. It will be unlawful to let a property without being registered. Timpeers will assist Landlords in registering their properties on the PRS Database where required. (An administration fee may apply). Landlords who fail to register may face civil penalties of up to £5,000 and, in serious cases, up to £40,000.

OMBUDSMAN MEMBERSHIP – MANDATORY FOR ALL LANDLORDS

The Renters' Rights Act 2025 requires all private Landlords in England to join a government approved Ombudsman scheme. This applies to all Landlords, including those who manage their own properties without an agent. Membership will be mandatory from 1 May 2026. The Ombudsman will have powers to investigate complaints from Tenants and compel Landlords to take remedial action or pay compensation. Timpeers, as your Agent, is already a member of The Property Ombudsman (TPO). However, Landlords using our Let Only service are advised to confirm their own Ombudsman membership obligations.

DECENT HOMES STANDARD

The Renters' Rights Act 2025 extends the Decent Homes Standard to the private rented sector for the first time. All privately rented properties must meet the Decent Homes Standard, which requires that a property: is structurally stable; is free from serious hazards (as assessed under the Housing Health and Safety Rating System); has reasonably modern facilities and services; and provides adequate thermal comfort. Local authorities will have enhanced powers to enforce the Decent Homes Standard, including the ability to issue improvement notices and, where Landlords fail to comply, to carry out works and recover the cost from the Landlord. By signing these Terms and Conditions, the Landlord warrants that the property meets the Decent Homes Standard and agrees to maintain it to this standard throughout the tenancy.

THE LANDLORD AGREES:

That in the event of the property being sold or passed on with the benefit of the Tenancy, Timpeers will look to the original Landlord of the property for letting commission due for the introduction of the Tenant.

That if a Tenant introduced to you by the Agent negotiates the purchase of the property that he/she is renting either in his own name or in the name of a nominee, Timpeers reserve the right to charge a commission of 1.1% plus VAT of the negotiated purchase price. The fee is payable upon completion whether or not negotiations have been carried out by the Agent. Please note that all fees in this respect are subject to VAT at the prevailing rate.

INCORRECT INFORMATION

The Landlord warrants that all the information he/she has provided to the Agent are correct to the best of his/her knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

Where applicable the Landlord agrees that all charges, fees and expenses referred to, shall be deductible from monies received by the Agent from the Tenant. In the event of insufficient monies being held by the Agent for this purpose, the Agent shall be entitled to recover the balance due from the Landlord.

In the event of the Landlord withdrawing their property or deciding not to proceed with the tenancy after the tenancy has been agreed with all parties and the tenancy agreements have been prepared, the Landlord will be charged a fee to cover the cost of the Tenancy Agreement and any administration costs. This cost to be no more than £350 plus VAT.

In the event of a Tenancy not commencing after the Independent Inventory Clerk has attended a property to prepare the inventory, the Landlord will be responsible for those charges incurred.

LEGAL/ACTION

The Landlord will be responsible for taking any legal action necessary for recovery of any rent due or for court action for the repossession of the property, including any other matters relating to the tenancy between the Landlord and his/her Tenant. The Landlord is also responsible for the payment of all fees and costs relating to such matters.

In partnership with our recommended insurance provider, we offer Rent Protection and Legal Expenses cover.

If a Tenant leaves the property of their own accord prior to the expiration of the tenancy, it is the Landlord's responsibility to take appropriate action to recover any outstanding rent from the former Tenant.

If the Landlord wishes to retain some money from the Tenant's deposit at the end of the tenancy this will need to be proven by the difference from the inventory check in and check out reports (except for normal wear and tear). This figure should be agreed with both Tenant and Landlord and if an agreed figure is not reached the matter will be referred to The Dispute Service of the TDS..

TENANCY BREACHES OF CONTRACT

As part of our Fully Managed service, Timpeers will inform the Landlord within 72 working hours if the Tenant fails to pay the rent on the rent due date or breaches the terms of the Agreement in any other way.

Should the Landlord wish to take legal action, it will be the Landlord's responsibility to instruct a Solicitor and pay all associated costs. (Unless the Landlord has Rent Protection and Legal Expenses cover). If Timpeers are required to attend court on your behalf, a charge of £200.00 plus VAT per day or part of thereof will be due.

PROPERTY MAINTENANCE

The Landlord is responsible for ground rents, service charges, repairs and any maintenance to the property. For fully managed tenancies, Timpeers's property maintenance department will arrange to carry out any necessary repairs on the Landlord's behalf. During out of office hours Timpeers operate an emergency number/email address which will be made available to Landlords and Tenants of all our fully managed properties.

The Landlord agrees to maintain the property to a good standard of repair throughout the tenancy, and to carry out all necessary repairs and maintenance as and when required, as stated within the terms of the Agreement.

GENERAL AUTHORITY

If the property is owned jointly, all owners will need to confirm their agreement for Timpeers to act, by signing these Terms and Conditions. Each person who signs our Terms and Conditions agrees to be bound by them and to pay all sums due to us under any provision of the Terms and Conditions on a joint and several liability basis.

If the property is sold or passed on during a tenancy Timpeers's fees will remain due and payable by the original Landlord for the duration of the tenancy and for any extensions, renewals or period of holding thereof, regardless of whether negotiations have been

carried out by Timpeers. All such responsibilities will fall to the new owner subject to Timpeers being in receipt of the new owners signed Terms and Conditions.

Timpeers will use Periodic Assured Tenancy Agreements in accordance with the Renters' Rights Act 2025, effective from 1 May 2026. Fixed term Assured Shorthold Tenancy Agreements are no longer available for new tenancies from this date. However, in some cases Assured Tenancies, Licences or ordinary contracts (if we are letting to a Company or Embassy) are used. Periodic Assured Tenancy Agreements provide tenants with ongoing security of tenure as required under the Renters' Rights Act 2025 and the Housing Act 1988 as amended.

The Landlord grants the Agent Power of Attorney to deal with and sign all Tenancy Agreements, Statutory notices, Inventories and to instruct a third-party inventory company to prepare and deal with all Inventory matters and check out reports.

The Landlord undertakes to indemnify the Agent within 7 days of a demand for payment against the Agent for all claims, costs and expenses of whatever nature made against the Agent concerning the Landlord or the Landlord's property.

The Landlord undertakes to indemnify the Agent within 7 days of a demand for payment against all claims, costs and expenses of whatever nature made by the Department of Social Security or any other body or person and arising from the collection and payment to you and or a nominated bank or building society of the monthly rent.

The Landlord agrees to respond promptly with instructions where necessary to any correspondence or request from the Agent. The Agent accepts no liability for any damage or theft at the property whilst vacant or between any let.

The Agent recommends that the Landlord considers all aspects of security, insurance cover against possible damage that may occur during such periods. No property management service is offered during any vacant periods, unless agreed prior for an additional charge.

Should the Landlord not pay the Agent any lawfully due and demanded monies within 7 days of request for payment, the Agent reserves the right to charge interest at the rate of 8% per annum in accordance with the County Court.

Monies received by Timpeers from Tenants and Landlords are held in a dedicated Client Account. The Landlord agrees that any interest accrued will be retained by Timpeers.

BOARDS

We will display a 'To Let' board and subsequently a 'Let By' board when the property has been let unless informed otherwise by the Landlord. (Subject to the Town and Country Planning (control of Advertisements) Regulations 1992).

LANDLORD'S INFORMATION FORMS

The Landlord is required to complete the Landlord Questionnaire and information forms that we have provide within our Terms and Conditions and complete the appropriate sections for Let Only, Rent Collection or Full Management. As the information required is now essential to current legislation the early return of these forms is essential.

TERMINATION

Landlords should be aware that from 1 May 2026, under the Renters' Rights Act 2025, all tenancies are periodic assured tenancies with no fixed end date. There are no longer fixed terms. Section 21 'no-fault' evictions are abolished. Landlords may only recover possession by serving a valid Section 8 Notice relying on one of the statutory grounds for possession. Grounds include: rent arrears, anti-social behaviour, the Landlord intending to sell the property (minimum 4 months' notice required, tenancy must have been in place for at least 12 months), the Landlord or a close family member intending to move in (minimum 4 months' notice), or breach of the tenancy agreement.

Tenants must give a minimum of 2 months' notice in writing to end the tenancy.

If a Tenant gives 2 months' notice to vacate this must be given in writing. Under the Renters' Rights Act 2025, Tenants may end their tenancy at any time by providing 2 months' written notice, regardless of how long they have been in the property.

Under the Full Management service we will confirm arrangements to be made for the Tenants to be 'checked out' at the tenancy expiry date. We recommend that a professional check-out is instructed in all cases. (For Rent Collection and Let Only we will ask our preferred inventory company to liaise between the Landlord and the Tenant directly).

PLEASE NOTE; Timpeers charge a minimum of £75 plus vat plus £50 plus vat per hour to undertake any negotiation regarding dilapidations and deposit disputes.

Under the Renters' Rights Act 2025, tenancies are periodic from the outset and do not expire at the end of a fixed term. There is therefore no requirement to renew a tenancy agreement. Timpeers will contact the Landlord periodically to review the rent. Any rent increase must be carried out via the statutory Section 13 process. A minimum of 2 months' written notice must be given to the Tenant using the prescribed form, and rent may only be increased once in any 12 month period. Tenants have the right to challenge any

proposed rent increase at the First-tier Tribunal. For Fully Managed and Rent Collection tenancies, a charge of £150 plus VAT will be made for each rent review carried out on the Landlord's behalf.

RIGHT TO CANCEL

Where this agreement is signed at your home/office you have under the 'Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008' you have 14 days starting the day from when you receive this notice to cancel this agreement. You may exercise this right to cancel if you wish, by delivering or sending a cancellation notice in writing to Timpeers Estate Agents 19 Duke Street, Henley-on-Thames, Oxfordshire RG9 1UR.

Any cancellation notice will be deemed to have been effective as soon as it is posted or if sent via email from the day it is sent.

LANDLORD WITHDRAWAL

If the Landlord withdraws from the tenancy before it has commenced, Timpeers will charge a fee of £250 plus VAT to cover the costs associated with the marketing, advertising and tenancy set up.

OUR FEES

Fees are subject to VAT at rate ruling at time of invoice.

This agreement is for a minimum period of 12 months and may be terminated by either party by way of 2 months' written notice.

COMMISSIONS FROM THIRD PARTIES

It is possible that in the normal course of business we will be offered commissions by third parties to whom we might introduce you or your property. If we are offered commission or other form of remuneration and we are satisfied that the service provided is as good as and/or no more expensive than other similar local services, and that your interests are not adversely affected, we may accept such a commission for our own benefit and will not account to you for these.





Service Levels to Suit You

Timpeers Estate Agents offers Landlords a choice of 3 different levels of service.

The option you choose will depend on how hands on you wish to be, the level of risk you are prepared to accept, and the time and energy you have available to manage your property investment and tenancy.

	1	2	3
Property appraisal and rental valuation	✓	✓	✓
Advice on presentation and refurbishment works required	✓	✓	✓
Full marketing in our office, on our website and all major property portals	✓	✓	✓
Source suitable Tenants	✓	✓	✓
Accompanied viewings and feedback	✓	✓	✓
Take up references, credit checks, Pep and Sanctions checks and Right to Rent check	✓	✓	✓
Create all contract documentation relating to the tenancy	✓	✓	✓
Arrange inventory and schedule of condition via independent Inventory Clerk		✓	✓
Collect deposit and first month's rent	✓	✓	✓
Register deposit with tenancy deposit scheme (TDS)	✓	✓	✓
Oversee and arrange Tenant check in		✓	✓
Transfer utility supplier accounts		✓	✓
Rent collection and payment to Landlord		✓	✓
12 months Landlord's rent and Legal Expenses cover up to £100,000. (Also covers any breach of tenancy and unpaid rent).		✓	✓
Arrangement set up for future rent payments		✓	✓
Liaise with Tenant and Landlord regarding rent arrears		✓	✓
Conduct regular property inspections			✓
Arrange routine servicing and maintenance			✓
Advise of any property repairs required			✓
Arrange emergency repairs (24 hour out of hours service available to Tenants)			✓
Arrange mandatory safety checks			✓
Assist with insurance claims (additional fees may apply)			✓
Monthly itemised statements to the Landlord		✓	✓
Deal with Tenant issues and queries			✓
Rent reviews and Section 13 (additional fees apply)	✓	✓	✓
Serving and receiving notices (additional fees apply)		✓	✓
Oversee and arrange Tenant check out			✓
Arrange deposit return	✓	✓	✓
Remarketing at the end of the tenancy	✓	✓	✓
Vacant property services (additional fees apply)	✓	✓	✓
Full industry update and compliance management			✓



1. LET ONLY SERVICE

8% plus VAT (9.6% inc VAT) of the monthly rent for 12 months. As tenancies are periodic under the Renters' Rights Act 2025, no fixed term applies.

Set-up fee included.

We recommend this service to experienced Landlords who have the time, resources and experience to deal directly with Tenants and any associated issues i.e changes in legislation, compliance management, rent payments, maintenance and repairs, emergency call outs etc.

Our fee is payable as a one-off charge at the start of the tenancy, covering the initial 12 month period. As all tenancies are periodic under the Renters' Rights Act 2025, no renewal fee is payable whilst the same Tenant remains in occupation. But a fee is payable for annual rent reviews.

Please note that as tenancies are periodic under the Renters' Rights Act 2025, no new tenancy agreement is required whilst the same Tenant remains. Should the Landlord re-let the property to a new Tenant, the standard set-up fee will apply. Under the Renters' Rights Act 2025, tenancies are periodic and do not require renewal agreements. No additional letting commission will be charged whilst the same Tenant continues in occupation.



2. RENT COLLECTION SERVICE

9% plus VAT (10.8% inc VAT) of the monthly rental received each month.

Plus set up fee of £350 plus VAT (£420 inc VAT).

Our rent collection service is designed for Landlords who would like some involvement in the letting of their property and who have time resources and trade contacts to manage day to day maintenance but do not wish to deal with the financial administration of rent collection and accounting.

Monthly rent payments by BACS directly to the Landlord. Our fees will be deducted from the rent on a monthly basis.

Please note that as tenancies are periodic under the Renters' Rights Act 2025, no new tenancy agreement is required whilst the same Tenant remains. Should the Landlord re-let the property to a new Tenant, the standard set-up fee will apply. No renewal fee is payable whilst the same Tenant remains in occupation. But a fee is payable for annual rent reviews.



3. FULL MANAGEMENT SERVICE

**11% plus VAT (13.2% inc VAT) of the monthly rental received each month.
Plus set up fee of £350 plus VAT (£420 inc VAT).**

This service covers all aspects of the letting and management of your property, including full compliance with the Renters' Rights Act 2025, and is strongly recommended for all Landlords unless they have extensive, current experience in lettings law and compliance management. With significant legislative changes taking effect from 1 May 2026 and ongoing, professional management is essential.

We also strongly advise all Landlords to take out our Rent Protection Insurance. With rising living costs and an increasingly complex legislative landscape, this provides essential peace of mind.

Monthly rent payments by BACS directly to the Landlord. Our fees will be deducted from the rent on a monthly basis.

Please note that as tenancies are periodic under the Renters' Rights Act 2025, no new tenancy agreement is required whilst the same Tenant remains. Should the Landlord re-let the property to a new Tenant, the standard set-up fee will apply. No renewal fee is payable whilst the same Tenant remains in occupation. But a fee is payable for annual rent reviews.



ADDITIONAL CHARGES IN DETAIL

We will deduct any of the following items from the first month's rent (or invoice for Let Only service)

<p>Tenancy set up charges include but are not limited to;</p> <ul style="list-style-type: none"> • Production and issue of Contract Documents * • Professional Photographs* • Transfer of Utility Accounts (Tenants going in only) • Administration of Tenancy Deposit Scheme (My Deposits)* 	<p>Mandatory (* included in Let Only service)</p> <p>£350 plus VAT (£420 inc VAT)</p>
<p>Landlord Registration on PRS database</p>	<p>£60 plus VAT (£72 inc VAT) TBC</p>
<p>Full Tenant/Guarantor Reference and Right to Rent check and Enhanced PEP/Sanctions monitoring checks</p>	<p>£65 plus VAT per applicant (£78 inc VAT)</p>
<p>Rent Review Fee (Section 13 Notice – in accordance with the Renters' Rights Act 2025)</p>	<p>£150 plus VAT (£180 inc VAT)</p>
<p>Serving Section 8 eviction notice in accordance with the Renters' Rights Act 2025)</p>	<p>£150 plus VAT per notice (£180 inc VAT)</p>
<p>Boiler Service and Gas Safety Certificate (A copy of a current gas safety certificate must be provided)</p>	<p>Prices from £90 plus VAT (£108 inc VAT) Fully Managed service only</p>
<p>Coordinating production of Inventory Schedule of Condition/update and Check In/Check out (Check out charge can be paid directly to Inventory Clerk at the end of the tenancy. Price on application)</p>	<p>Prices from £140.00 - £400.00 (No VAT) Fully Managed service only</p>

<p>12 months Landlord's Rent and Legal Expenses cover up to £100,000. (Also covers any breach of tenancy and unpaid rent).</p> <p>(Subject to referencing. Please speak to a member of our team if you are using our Let Only service).</p>	<p>Amount equal to 2.5% plus VAT of the monthly rent (Taken in full at the start of the tenancy) Minimum policy charge £500.</p> <p>Fully Managed and Rent Collection service only</p>
<p>Vacant Property Service Management Winter Weather Protection Garden Maintenance Utility Charges Administration</p> <p>Vacant Property Visits only</p>	<p>£70 plus VAT (£84 inc VAT) per month (Fees may vary for refurbishment between tenancies)</p> <p>£50 plus VAT (£60 inc VAT) per visit</p>
<p>Energy Performance Certificate (EPC)</p> <p>EPC and Floorplan</p>	<p>£120 plus VAT (£144 inc VAT)</p> <p>£150 plus VAT (£180 plus VAT) Fully Managed service only</p>
<p>Electrical Installation Condition Report (EICR)</p>	<p>From £150 plus VAT (Please speak to our lettings team for a quotation) Fully Managed service only</p>



PLEASE COMPLETE

Landlord's Name(s): «Vendor1» and «Vendor2»

Correspondence Address: «VendorAddress»

Address of Property:

1. LET ONLY SERVICE

I/We require the Let Only Service at the agreed fee of 8% plus VAT (9.6% inc VAT) of the monthly rent for a 12 month period. As tenancies are periodic under the Renters' Rights Act 2025, no fixed term applies.

Set up fee included. Fee payable prior to the tenancy start date. Subject to referencing. (Fees apply)

2. RENT COLLECTION SERVICE

I/We require the Rent Collection Service at the agreed fee of 9% plus VAT (10.8% inc VAT) of the monthly rental received each month. Plus set up fee of £350 plus VAT (£420 inc VAT). Subject to referencing. (Fees apply)

3. FULL MANAGEMENT SERVICE

I/We require the Full Management Service at the agreed fee of 11% plus VAT (13.2% inc VAT) of the monthly rental received each month. Plus set up fee of £350 plus VAT (£420 inc VAT). Subject to referencing. (Fees apply)

ACCEPTANCE TERMS

I/WE INSTRUCT TIMPEERS ESTATE AGENTS TO ACT AS OUR AGENTS IN ACCORDANCE WITH THEIR CHARGES AND TERMS AND CONDITIONS. I ATTACH A COPY OF MY/OUR PASSPORT(S) AND A COPY OF A UTILITY BILL. I/WE HAVE READ AND AGREED TO BE BOUND BY THE TERMS IN THIS AGREEMENT;

SIGNED:

DATE:

INVENTORY DISCLAIMER AND DEPOSIT PROTECTION

PLEASE ONLY SIGN THE BOXES BELOW IF YOU *DO NOT* WISH US TO ARRANGE AN INDEPENDENT INVENTORY AND/OR YOU WISH TO ARRANGE THE DEPOSIT PROTECTION YOURSELVES.

LANDLORD INVENTORY DISCLAIMER

I/we am/are the Landlord/s of «PropertyAddress» and hereby confirm that TIMPEERS ESTATE AGENTS have fully explained the implications of not organising a full professional inventory and schedule of condition for the above property.

I/we accept that should there be a dispute over dilapidations with the Tenant at the termination of tenancy, by not having a professional inventory with schedule of condition may affect my claim.

Signed

DATE

TENANTS' DEPOSIT DISCLAIMER

I/we am/ are the Landlord/s of «PropertyAddress»

and hereby confirm that TIMPEERS ESTATE AGENTS have fully explained the law relating to the Tenancy Deposit Scheme. I understand that if I fail to register the deposit in a recognised scheme, I may be liable to pay the Tenants up to 3 times the value of the deposit, plus costs and interest and I further understand that I may have difficulty recovering possession of my property

Once in receipt of the deposit from the Tenant prior to the start of the tenancy I/we have instructed TIMPEERS ESTATE AGENTS to release the deposit to me/us and I/we confirm that I/we will be placing the deposit in the follow safe deposit scheme:

SCHEME NAME:

Signed

DATE



TENANCY CHECK LIST FOR LANDLORDS

Considerations to assist a smooth start to the tenancy.

- The property (including carpets) should be professionally cleaned.
- All kitchen appliances must be completely clean and checked that they are in full working order. Extractor fan filters changed.
- The boiler should be fully serviced, and the system flushed out. A current Landlord's gas safety certificate must be issued, and a copy left in the property.
- Where applicable chimneys must be swept.
- All light fittings should be checked and bulbs in full working order.
- Smoke detectors and CO detectors fitted on each floor of the property and in full working order.
- All windows should be cleaned inside and out.
- Curtains should be laundered or dry cleaned.
- The waterproof seal around the bath and shower should be checked and resealed if necessary, to prevent leaks.
- The garden should be in good order. All hedges and large shrubs should be trimmed. Maintenance of hedges and shrubs throughout the tenancy is normally undertaken by the Landlord.
- All gutters should be cleaned and clear.
- 3 complete sets of keys are required for the property. One set for the Landlord or Landlord's Agent and 2 sets for the Tenants.
- For overseas Landlords, contact must be made with the Inland Revenue for an NRL1 Form. On receipt of the form a unique number is issued and subsequently tax will not be withheld from the monthly rent.