

Landlord Terms and Conditions

This agreement is made between Sidney&Co Limited (Company No. 09060206), trading as Sidney & Co Estate Agents ("Agent", "we" or "us"), and the Landlord of the Property (both as detailed in the Landlord Instruction Form).

The Agent agrees to act as agent for the Landlord in respect of the Property. The main purpose of this agreement is to set out clearly and concisely the extent of the letting and management service offered by the Agent, and the way in which fees are charged.

This document will constitute a binding legal contract. If you are unsure of your obligations under this contract, then you are advised to take independent legal advice prior to signing.

These terms reflect the law of England and Wales as at September 2026, including the Renters' Rights Act 2025. We are members of The Property Ombudsman (membership no. D14060), hold Client Money Protection, and protect tenancy deposits with The Deposit Protection Scheme (DPS).

1. General Conditions

- 1.1** The Landlord confirms that they are the sole or joint owner of the Property and have the right to rent out the Property under the terms of the mortgage or head lease. The Landlord confirms that any necessary permission or consent to let has been granted by the mortgagee or freeholder (if appropriate). The Landlord authorises the Agent to carry out the various duties of letting and property management detailed in these terms and conditions.
- 1.2** The Agent does not charge tenants any payment prohibited by the Tenant Fees Act 2019, and will not require or accept rent in advance of more than one month, invite or accept offers above the advertised rent, or discriminate against prospective tenants who have children or who receive benefits, as prohibited by the Renters' Rights Act 2025.
- 1.3** Any commission, referral fee or other benefit the Agent receives from a third party in connection with the Property — for example insurance, utility or maintenance arrangements, or a solicitor referral of up to £200 per instruction — will be disclosed to the Landlord in writing before the Landlord decides to proceed, in accordance with the Consumer Protection from Unfair Trading Regulations 2008 and The Property Ombudsman Code of Practice. The Landlord is never obliged to use a service the Agent introduces. The Agent receives no referral fee from Equation Financial (mortgage advice) or from surveyors.
- 1.4** Although the aim is to take every care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred in their collection, where the Agent has acted correctly in accordance with this agreement or on the Landlord's instructions. The Landlord is recommended to take out an insurance policy for this eventuality.
- 1.5** Proof of identity and of ownership will be required from all owners before marketing begins, in accordance with the Money Laundering Regulations 2017.

2. Reasonable Costs and Expenses

- 2.1** The Landlord agrees to repay the Agent for any reasonable costs, expenses or liabilities incurred by the Agent on behalf of the Landlord within a reasonable timeframe upon receipt of a full breakdown of such reasonable costs, expenses or liabilities.
- 2.2** The Landlord agrees to respond promptly with instructions to any correspondence or requests from the Agent, and acknowledges that delay may expose the Landlord to statutory penalties, for example under Awaab's Law repair timescales as they are brought into force for the private rented sector.
- 2.3** The Landlord agrees to reimburse the Agent for any claims arising from overpayment of Housing Benefit or Universal Credit housing element made by the local authority, upon receipt of evidence of such a claim, within a reasonable timeframe.

3. Maintenance

- 3.1** The Landlord agrees to provide the letting Property in good condition, fit for human habitation under the Homes (Fitness for Human Habitation) Act 2018, free from serious (Category 1) hazards under the Housing Health and Safety Rating System, and to keep it so throughout the tenancy in accordance with section 11 of the Landlord and Tenant Act 1985. All furniture and soft furnishings must conform to the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 3.2** The Landlord agrees to make the Agent aware of any ongoing maintenance problems, defects, guarantees, service agreements or known hazards at the Property, and to supply copies of any home care, boiler or appliance agreements.
- 3.3** The Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property. Under the Fully Managed Service the Agent has authority to spend up to £100 on reasonable repairs or improvements in any single monthly accounting period without prior reference to the Landlord.
- 3.4** The Agent will request authorisation from the Landlord in advance before incurring any expenditure over £100. It is agreed that, in an emergency, or for reasons of contractual or statutory necessity, where reasonable endeavours have been made to contact the Landlord without success, the Agent may reasonably exceed £100.
- 3.5** The Landlord may nominate their own preferred contractors and their own expenditure limit on the Landlord Instruction Form, and the Agent will instruct them wherever practicable, subject to them being suitably qualified, insured and available. The Landlord is never required to use the Agent's contractors and is free to arrange and pay for works directly.
- 3.6** The Landlord must respond to damp and mould reports and to other prescribed hazards within the timescales set by Awaab's Law as extended to the private rented sector, and to meet the Decent Homes Standard for private rented housing as it is brought into force. The Agent will report such matters to the Landlord promptly and in writing.
- 3.7** By law an annual gas safety inspection and service must be carried out by a Gas Safe registered engineer on the central heating and any gas appliances, under the Gas Safety (Installation and Use) Regulations 1998. Under the Fully Managed Service the Agent will arrange this on the Landlord's behalf and the reasonable cost will be debited to the Landlord's account. The Landlord may instead instruct their own Gas Safe engineer, provided this is communicated to the Agent in writing 28 days before the inspection and the certificate is provided to the Agent within 5 days of the renewal date. If a certificate is not provided within 5 days of the renewal date, the Agent will be entitled to instruct a Gas Safe engineer at the Landlord's cost. A copy of the record must be given to the tenant within 28 days, and to a new tenant before occupation.
- 3.8** Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, the electrical installation must be inspected and tested by a qualified person at least every five years and a satisfactory Electrical Installation Condition Report (EICR) supplied to the tenant and, on request, to the local authority. Any remedial work identified as C1, C2 or FI must be completed within 28 days, or sooner if specified. Local authorities may impose financial penalties of up to £30,000 for breach. This requirement applies to all tenancies, including houses in multiple occupation.
- 3.9** The Electrical Equipment (Safety) Regulations 2016 and the Plugs and Sockets etc. (Safety) Regulations 1994 govern electrical goods supplied with the Property (for example kettles, televisions, heaters and fridges), all of which must be safe. The Agent recommends that relevant appliances are tested by a qualified electrician, preferably annually; portable appliance testing can be arranged by the Agent as an optional service.
- 3.10** Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended in 2022) a smoke alarm must be fitted on every storey used as living accommodation, and a carbon monoxide alarm in every room with a fixed combustion appliance other than a gas cooker. Alarms must be repaired or replaced as soon as reasonably practicable once reported as faulty.
- 3.11** Prior to marketing the Property, unless otherwise agreed, the Agent will arrange for an Energy Performance Certificate (EPC) to be prepared, the cost of which will be charged to the Landlord. Under the Minimum Energy Efficiency Standard the Property may not be let with an EPC rating below E unless a valid exemption is registered, and the Landlord agrees to carry out any works required to meet the minimum standard in force from time to time.
- 3.12** The Landlord must ensure the Property has a working supply of water, gas, electricity, sanitation, heating and hot water, and that any required licence (selective, additional or mandatory HMO) is in place before a tenancy begins.

4. Keys and Security

- 4.1** Prior to the start of a tenancy the Landlord will provide the Agent with a suitable number of keys, fobs and remotes as indicated in the Landlord Instruction Form. The Agent will retain an entrance key for maintenance use, emergencies and where the tenant loses keys.
- 4.2** To maintain the highest level of security, Landlords should not reproduce further keys or provide copies of keys to any third party without the express consent of the Agent, and must not enter the Property without giving the tenant at least 24 hours' written notice and obtaining consent, save in a genuine emergency.
- 4.3** The cost of a lock change will be levied to the Landlord's account where breakage is due to normal wear and tear. The cost of lock changes due to lost keys or wilful damage to the lock by the tenant will be levied to the tenant's account. At the end of management of the Property, Sidney & Co will return all keys to the Landlord.

5. Council Tax and Utilities Liability

- 5.1** Payment of council tax will normally be the responsibility of the tenants in occupation. However, Landlords should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation, responsibility for payment of council tax rests with the owner of the Property.
- 5.2** The Landlord remains responsible for any utility charges, standing charges, service charges or ground rent accruing while the Property is unoccupied or otherwise payable by the owner.

6. Services

- 6.1** The Agent will record gas and electricity meter readings whenever possible at each change of occupation. Generally, the Agent recommends that the tenant informs the gas and electricity suppliers of the change of occupancy. The Agent will notify the local authority and water company of tenant occupation dates. In some cases, service companies require that the new occupiers formally request and authorise the service, and it is not possible for the Agent to do this on the tenant's or Landlord's behalf; in such cases the Landlord will provide such assistance as is reasonably required.
- 6.2** The Agent will not switch the energy supplier for the Property without the Landlord's prior agreement in writing.
- 6.3** Where a Property is let on a utility-inclusive tenancy, the Agent will be responsible for setting up and managing the agreement between the utility provider and the tenant (Fully Managed Service only). The Agent will deduct any utility costs from the gross rental income. Management fees are calculated on the gross rent paid by the tenant(s).

7. Inventory

- 7.1** The Agent will prepare a basic inventory for the Property free of charge. A full written and photographic inventory is available as an optional service at £75 plus VAT.
- 7.2** The basic inventory will include all removable items of value in the Property, plus carpets, paintwork, curtains and sanitary ware.
- 7.3** Landlords should not leave any article costing £500 or more at the Property without prior agreement with the Agent.
- 7.4** The basic inventory does not include a full schedule of condition (condition, colour and decoration of ceilings, walls, doors and door fittings) or photography; these are included in the optional full written and photographic inventory.
- 7.5** Landlords are strongly advised to commission an inventory and schedule of condition, as deposit adjudicators will not award deductions without evidence of the condition of the Property at the start of the tenancy.

8. Tenancy Agreement

- 8.1** The letting and management service includes the preparation of an initial tenancy agreement in the Agent's standard form, reflecting the assured periodic tenancy regime introduced by the Renters' Rights Act 2025. It is agreed that the Agent is authorised to sign the tenancy agreement(s) on behalf of the Landlord.

- 8.2** Should the Landlord, their advisers or any mortgagee require amendment of the initial contract, or require the Agent to enter into further work or correspondence, a fee for this extra work may be charged. Any such fee will be agreed with the Landlord in writing before the work is undertaken. Alternatively, the Landlord may amend the tenancy agreement at their own expense, although such amendments must be approved by the Agent before the contract can be signed.
- 8.3** All new assured tenancies are periodic from the outset. Fixed terms and Section 21 'no fault' possession are abolished; possession may only be sought on a statutory ground with the prescribed notice. Tenants may end the tenancy by giving two months' notice.
- 8.4** Rent may be increased once in any 12-month period by statutory notice under Section 13 of the Housing Act 1988, at market rent, and the tenant may refer the proposed increase to the First-tier Tribunal. Rent review clauses are not permitted.
- 8.5** Tenants have the right to request to keep a pet, and the Landlord may not unreasonably refuse. A written decision must be given within 28 days of the request, or within 7 days of receiving any further information reasonably requested. The Landlord may not require the tenant to take out pet damage insurance, nor charge a pet deposit or additional rent in respect of a pet.
- 8.6** Before the tenancy begins the Agent will carry out Right to Rent checks under the Immigration Act 2014 and serve the prescribed documents, including the current How to Rent guide, the EPC, the Gas Safety Record and the EICR.

9. Inspections

- 9.1** Under the Fully Managed Service the Agent will carry out inspections of the Property during the tenancy, no less than once in every tenancy period. It is not the intention to check every item of the inventory at this stage. The inspection is concerned with verifying the good order of the tenancy and the general condition of the Property, and would normally include the main items such as carpets, walls, cooker, main living areas and gardens. Where these were felt to be unsatisfactory, a more detailed inspection would be made.
- 9.2** Following the departure of tenants, a final inspection of the Property will be carried out by the Agent.
- 9.3** It is not feasible to test all electrical appliances, the heating system and the plumbing during an inspection. A qualified contractor should be appointed for this purpose if required. Any deficiencies or dilapidations will be reported to the Landlord together with any recommendations.
- 9.4** Inspections are carried out with at least 24 hours' written notice to the tenant and at a reasonable time of day.

10. Deposits

- 10.1** A holding deposit is sometimes taken from a tenant once an offer to let has been accepted. Under the Tenant Fees Act 2019 this is capped at one week's rent and must be refunded, or applied to the first rent or deposit, within 15 days unless the tenant withdraws, fails a Right to Rent check or provides materially false information.
- 10.2** Upon signing the tenancy agreement, the Agent will take a deposit from the tenant(s) in addition to any rents due. The purpose of the deposit is to protect the Landlord against loss of rent or damage to the Property during the tenancy. The deposit is capped at five weeks' rent, or six weeks' rent where the annual rent is £50,000 or more.
- 10.3** On managed tenancies the deposit will be held by the Agent and protected with The Deposit Protection Scheme within 30 days of receipt, with the prescribed information served on the tenant. The deposit will be refunded, less any agreed deductions, at the end of the tenancy.
- 10.4** Disputes over deductions may be referred to the scheme's free dispute resolution service. Failure to protect a deposit or serve prescribed information can result in a penalty of up to three times the deposit and prevents possession being obtained on certain grounds.

11. Termination

- 11.1** This agreement may be terminated by either party by giving one calendar month's written notice.
- 11.2** The term of this agreement applies to the tenants' period of occupancy, as defined in the tenancy agreement, as well as any consecutive tenancy renewals or continuation of the periodic tenancy.

- 11.3** A fee equivalent to one month's rent will be charged to the Landlord if this agreement is terminated during a tenancy arranged by the Agent, or during any consecutive renewal, where the tenant was introduced by the Agent. This is a fair and proportionate pre-estimate of the Agent's loss and replaces further management fees for that tenancy.
- 11.4** Where termination of this agreement is unavoidable due to circumstances beyond the control of either party, such as fire or flood, the Agent may elect to waive or reduce this fee.
- 11.5** The Landlord shall inform the Agent of any requirement for return and repossession of the Property at the earliest opportunity.
- 11.6** The Landlord should be aware that any tenancy agreement entered into on the Landlord's behalf is a binding legal agreement. Details of any tenancy entered into by the Agent on the Landlord's behalf will be communicated to the Landlord as soon as possible, and in any event no later than 7 days from the date the agreement is signed by the tenant(s).
- 11.7** Terminating this agreement does not itself end a tenancy. Possession can only be recovered on a statutory ground under the Renters' Rights Act 2025, using the notice periods set out in section 15.
- 11.8** Where the Landlord is a consumer and this agreement is made away from the Agent's premises or at a distance, the Landlord may cancel within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If the Landlord asks the Agent to begin work within that period, a reasonable charge for services already provided may be payable.

12. Safety Regulations and Compliance

- 12.1** The letting of property is closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of gas and electrical appliances and installations, fire safety, alarms and the safety of furniture and soft furnishings provided. The following principal regulations apply:
- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
 - Gas Safety (Installation and Use) Regulations 1998
 - Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
 - Electrical Equipment (Safety) Regulations 2016 and Plugs and Sockets etc. (Safety) Regulations 1994
 - Smoke and Carbon Monoxide Alarm (England) Regulations 2015, as amended 2022
 - Homes (Fitness for Human Habitation) Act 2018 and the Housing Health and Safety Rating System
 - Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (Minimum Energy Efficiency Standard)
 - Tenant Fees Act 2019, Housing Act 1988 and Housing Act 2004 (licensing and HMO management)
 - Renters' Rights Act 2025, including the Private Rented Sector Database, the landlord redress scheme, the Decent Homes Standard and Awaab's Law as brought into force
 - General Product Safety Regulations 2005
- 12.2** The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to allow the Landlord to comply. It is agreed that the Landlord shall ensure the Property is made available for letting in a safe condition and in compliance with the above.
- 12.3** The Landlord agrees to indemnify the Agent against any penalty, rent repayment order or claim suffered as a result of the Property or the Landlord not complying with these requirements, except to the extent caused by the Agent's own negligence or breach.
- 12.4** The Landlord must register themselves and the Property on the Private Rented Sector Database and join the landlord redress scheme when required to do so under the Renters' Rights Act 2025. Marketing or letting a property that is not registered, or failing to join the redress scheme, may attract a financial penalty of up to £7,000, rising to £40,000 or prosecution for serious or repeat breaches.

13. Instructions

- 13.1** Any instructions to the Agent from the Landlord regarding the Property, or any other related matter, must be confirmed to the Agent in writing or by email.
- 13.2** Rent and other monies will only be paid to the bank account nominated on the Landlord Instruction Form. Any change must be given in writing and will be independently verified before payment.
- 13.3** Rent received by the Agent will be paid to the Landlord using best endeavours on the day it is received where the tenant pays on time, or within one working day where it is received late.

14. Insurance

- 14.1** The Landlord shall be responsible for ensuring that the Property is adequately insured, that the policy allows for the Property being let, and that the insurer is informed of any period during which the Property is unoccupied.
- 14.2** The Agent can provide information on Landlord Buildings, Contents and Rent Guarantee insurance on request. These are optional third-party products and the Landlord is under no obligation to take them.

15. Legal Proceedings

- 15.1** Any delay in payment or other default by the tenant will be acted on by the Agent in the first instance, normally by letter demanding payment or rectification of the breach. Where this is unsuccessful, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly.
- 15.2** The Agent will keep the Landlord informed at every stage. Any legal action, including the service of a notice seeking possession or the instruction of solicitors, is discussed and agreed with the Landlord only and taken only on the Landlord's written instruction; the Agent will not agree or negotiate legal action with the tenant, a guarantor or any other third party. The Landlord is responsible for all legal fees and related costs.
- 15.3** Possession may only be sought on a statutory ground under the Renters' Rights Act 2025, giving the notice period prescribed for the ground relied upon: in outline, four weeks where at least three months' rent is unpaid under the mandatory rent arrears ground, two weeks for most other tenant-fault grounds (immediate in the most serious anti-social behaviour cases), and four months for landlord-circumstance grounds such as selling or moving in, which cannot be relied upon during the first twelve months of the tenancy. Court proceedings may only be issued once the notice period has expired, and the Agent cannot guarantee that the court will grant possession.

16. Renewals

- 16.1** Under the Renters' Rights Act 2025 an assured tenancy continues periodically until ended in accordance with the Act. These terms and the Agent's fees continue to apply for as long as the tenant (or any person associated with the tenant) originally introduced by the Agent remains in occupation, or until this agreement is terminated by written notice.

17. Charges and Fees

- 17.1** The Agent will charge for the following services. All charges are subject to VAT at the prevailing rate and are deducted from rents collected from the tenant.
 - Tenant Find - 75% plus VAT of the first month's rent, subject to a minimum fee of £399 plus VAT. Includes market appraisal and valuation, professional marketing and portal listings, accompanied viewings, tenant referencing and Right to Rent checks, preparation of the tenancy agreement and deposit registration with the DPS.
 - Rent Collection - as per Tenant Find, plus £25 plus VAT per month. Adds monthly rent collection, chasing arrears and a monthly statement of account.
 - Full Management - from 8% plus VAT of the monthly rent, plus a letting fee of £399 plus VAT per tenancy. Adds day-to-day management, routine inspections, arranging repairs and maintenance with approved contractors, handling tenant queries, statutory compliance reminders and end-of-tenancy checkout liaison.
- 17.2** A sundry charge of £40 plus VAT may apply where the Agent carries out duties on behalf of the Landlord beyond reasonable day-to-day management. Any such charge will be agreed with the Landlord before the cost is incurred.

- 17.3** A basic inventory is provided free of charge. A full written and photographic inventory is available as an optional service at £75 plus VAT. There is no charge for protecting the deposit with the DPS or for forwarding post to the Landlord.
- 17.4** Where a Property is let on a room-by-room basis (Fully Managed Service only), a letting fee is charged on each tenancy.
- 17.5** Optional compliance services are available and are not compulsory. The Landlord is free to arrange any of them independently, or to use their own contractors, suppliers or advisers, provided the Property is fully compliant before a tenancy begins and valid documentation is supplied to the Agent:
- Energy Performance Certificate · £65 plus VAT. Viewings cannot commence until a valid EPC is in place.
 - CP12 Landlord's Gas Safety Record · £75 plus VAT, arranged annually as required by law.
 - Portable appliance testing (PAT) · £90 plus VAT.
 - Electrical Installation Condition Report (EICR), valid five years · £130 plus VAT.
 - Additional key or fob cutting · £10 plus VAT per key.
- 17.6** Prices are current at the date of these terms and will be confirmed before any work is instructed. Where the Landlord supplies their own certificates, these should be emailed to rachel.wilcock@sidneyandco.com and renewed before expiry. The Agent takes no mark-up on third-party contractors beyond the fees stated above.
- 17.7** The Agent will pay outgoings on behalf of the Landlord, which will be deducted from rental income. While the Agent will question any obvious discrepancy, the Agent cannot accept responsibility for any inadequacy in services provided by third parties, such as service and maintenance charges.
- 17.8** From time to time the Agent may offer special arrangements, such as an introductory period of free management fees or terms for portfolio landlords. Any such offer is recorded on the Landlord Instruction Form and applies to that instruction only.

18. Our Services

- 18.1** The Agent's letting and management service includes:
- Property appraisal and rental valuation, with advice on furnishing and presenting the Property.
 - Advertising and marketing, including the major portals and accompanied viewings, with proper notice of entry to existing tenants.
 - Dealing with tenant applications, obtaining references from credit agencies, previous landlords and employers, credit checking guarantors where necessary and carrying out Right to Rent checks. The Agent will vet applicants thoroughly but cannot guarantee a tenant's future conduct.
 - Preparing and completing the tenancy agreement and serving all prescribed information and documents.
 - Preparing a basic inventory free of charge, or a full written and photographic inventory where requested.
 - Collecting and protecting the deposit in accordance with the tenancy deposit regulations (Managed Service only, no charge).
 - Notifying council tax and water authorities of the change of occupier and recording meter readings at the start of the tenancy.
 - Collecting monthly rent, with a statement issued to the Landlord within 7 days of payment giving a full breakdown of income and expenditure, and a BACS payment of the rent less fees and expenses (Managed Service only).
 - Issuing rent demands for late payment and notifying the Landlord of arrears (Managed Service only).
 - Day-to-day management of the Property, including arranging general repairs and maintenance and responding to prescribed hazards within statutory timescales (Managed Service only).
 - Property inspections at regular intervals, no less than once in every tenancy term (Managed Service only).
 - Checking the inventory at the end of the tenancy and assessing the condition of the Property, allowing for fair wear and tear (Managed Service only).
 - Organising the return of deposit monies at the end of the tenancy. If the Landlord wishes to inspect the Property themselves, they should inform the Agent before the end of the tenancy, as strict legal time limits apply to deposit disputes (Managed Service only).

19. Landlord Authorisation

- 19.1** By signing the Landlord Instruction Form, the Landlord authorises the Agent to find a suitable tenant for the Property and to sign the tenancy agreement and other documents relevant to the tenancy on the Landlord's behalf.
- 19.2** If the Landlord is resident overseas for tax purposes, the Agent is required under the Non-resident Landlord Scheme to deduct income tax at the basic rate from rental income unless HMRC approval is held. The Landlord should complete form NRL1 and return it to the Agent rather than directly to HMRC, so that the Agent's details can be added before forwarding. The Landlord agrees to notify the Agent if at any time they become non-resident in the UK. UK-resident landlords remain responsible for declaring rental income to HMRC.
- 19.3** The Agent is instructed on a sole agency basis, unless otherwise agreed in writing.
- 19.4** Please enclose proof of current address and photographic identification in accordance with anti-money laundering legislation.
- 19.5** Please attach proof of ownership of the Property to be let, such as a mortgage statement or property deeds.
- 19.6** Please complete and sign the Landlord Instruction Form and return it by post or email to enquiries@sidneyandco.com.

20. Selective Landlord Licensing

- 20.1** In areas where selective, additional or mandatory HMO licensing is in operation, the Property must be licensed. The holder of the licence will be the person or entity deemed to be in control of the Property. If it is determined that Sidney & Co is in control of the Property and is therefore the most appropriate licence holder, the application will be made in Sidney & Co's name with the cost borne by the Landlord.
- 20.2** For the avoidance of doubt, landlord licences are non-transferable, and should Sidney & Co cease management of the Property during the term of the licence, the Property will need to be relicensed. Sidney & Co will not be held liable for any additional fees the Landlord may incur as a result of the termination of the management relationship, irrespective of the reason for that cessation.
- 20.3** Letting an unlicensed property that requires a licence is a criminal offence. A local authority may impose a financial penalty of up to £40,000 as an alternative to prosecution, a rent repayment order of up to two years' rent may be made under the Renters' Rights Act 2025, and possession rights are restricted while the property remains unlicensed.

21. Liability

- 21.1** The Agent will exercise reasonable skill and care in providing its services. The Agent is not liable for the acts or omissions of tenants, contractors or other third parties, nor for loss of rent, except where caused by the Agent's negligence or breach of this agreement.
- 21.2** Nothing in these terms excludes or limits liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
- 21.3** The Agent maintains professional indemnity insurance appropriate to its business, and holds Client Money Protection. Client money is held in a designated client account.

22. Complaints and Redress

- 22.1** If the Landlord is unhappy with the Agent's service, the complaint should be addressed to the Complaints Officer, Ian Arnold, at enquiries@sidneyandco.com or The Cross, 1a Speke Road, Woolton, Liverpool L25 8QA. The full complaints procedure is published at sidneyandco.com/complaints and is available on request.
- 22.2** The Agent will acknowledge a complaint within 3 working days and issue a final written response within 8 weeks. If the Landlord remains dissatisfied, or after 8 weeks have passed, the complaint may be referred to The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury SP1 2BP (membership no. D14060, admin@tpos.co.uk, 01722 333306), within 12 months of the final response.

23. Data Protection

- 23.1** The Agent is a data controller registered with the Information Commissioner's Office (registration ZA064033) and processes personal data in accordance with the UK GDPR and the Data Protection Act 2018. Personal data is used to provide the services described in these terms, to meet legal obligations including anti-money laundering and Right to Rent checks, and is shared only with referencing providers, deposit schemes, contractors, local authorities and HMRC as necessary.
- 23.2** The Agent's privacy notice is published at sidneyandco.com/privacy and sets out retention periods and the rights of data subjects.

24. General

- 24.1** These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
- 24.2** If any clause is found to be unenforceable, the remaining clauses continue in force.
- 24.3** The Agent may update these terms to reflect changes in law or practice. Material changes will be notified to the Landlord in writing and will supersede earlier versions.
- 24.4** These terms should be read together with the Landlord Instruction Form. This agreement takes effect when signed by all owners and by or on behalf of Sidney & Co.

Acceptance

I/we confirm that I/we have read, understood and accept these Landlord Terms and Conditions, and instruct Sidney & Co Estate Agents to act as agent in respect of the Property detailed in the Landlord Instruction Form.

Property Owner 1

Signature

Print name

Property Owner 2 (if applicable)

Signature

Print name

For and on behalf of Sidney & Co Estate Agents

Signature

Print name

Date