



Terms of Business (Lettings)

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General Terms of Business

1.1 These Terms of Business are governed by and shall be construed in accordance with the laws of England and Wales. Both parties agree to submit to the exclusive jurisdiction of the English courts in the event of any dispute.

1.2 These Terms of Business represent the full and final agreement between the parties, superseding any prior agreements or understandings. Any other terms and conditions, whether implied by statute or otherwise, are expressly excluded to the maximum extent permitted by law.

1.3 No delay or failure by Kingsley Estates in exercising any of our rights under these Terms of Business shall be considered a waiver of any breach, whether past or future, by the Client. Any changes or amendments to these Terms will only be valid if agreed upon in writing by Kingsley Estates.

1.4 Kingsley Estates reserves the right to assign or subcontract any part of the services we provide to third parties. We will notify the Client in writing where this is applicable. In doing so, we will ensure that the Client's rights under these Terms of Business remain unaffected.

1.5 Kingsley Estates offers a range of property-related services, which may be provided to the Client in addition to the core letting and management services. We may also receive commissions from third-party providers for services offered to the Client, either directly or through referrals to external organisations. These services may include, but are not limited to, financial, removals, furnishings, utilities, insurances and other property-related services.

Sole Agency Terms

2.1 If we have agreed to act as your **sole agent**, this arrangement will commence from the date both parties sign this Agreement and will continue for the agreed duration. During this period, you will be obligated to pay the Commission Fee to Kingsley Estates, along with any other previously agreed costs or charges, if an unconditional contract for the letting of the Property is signed:

- With a tenant whom we introduced during the sole agency period;
- With a tenant with whom we engaged in negotiations regarding the Property during that period; or
- With a tenant introduced by another agent, third party, or even yourself during that period.

It is essential to understand that if you appoint another agent during the sole agency period, you are still liable to pay the Commission Fee to Kingsley Estates, regardless of whether you also owe a fee to the other agent.

Rent Collection

3.1 Kingsley Estates will collect rent in accordance with the terms outlined in the Tenancy Agreement.

3.2 If rent remains unpaid for more than five days after the due date, Kingsley Estates will make reasonable efforts to notify the Landlord at the earliest opportunity and will seek payment from the Tenant. We will also provide guidance on the appropriate steps to take. However, Kingsley Estates accepts no responsibility for rent arrears or any breach of the Tenancy Agreement. Should you require further information about Rent Guarantee Schemes, please contact the registered office.

3.3 Kingsley Estates will aim to transfer any rent payments received and due to the Landlord, after deducting any applicable fees or charges under these Terms of Business, within ten working days of receipt.

3.4 **Monthly Statements / Additional Administration:** Kingsley Estates will provide the Landlord with a monthly statement detailing the rent collected. These statements will also be sent to an appointed financial adviser free of charge, provided the Landlord has requested this in writing before the Tenancy commences.

3.5 Rent, float, tax deductions, and tenant deposits will be held in Kingsley Estates' Client Accounts. Any interest earned on the aggregate balance of these accounts will be retained by Kingsley Estates to cover administrative expenses related to maintaining the account.

Tax

4.1 **Overseas Landlords (Finance Act 1995):** If the Landlord is residing overseas, they may be classified as non-resident for tax purposes, but UK tax will still be due on rental income received within the UK, as outlined in Section 42A of the Income and Corporation Taxes Act 1988.

4.2 The Landlord is responsible for applying to HM Revenue & Customs (HMRC) to seek approval to account for tax through self-assessment. Obtaining the necessary approval is the sole responsibility of the Landlord.

4.3 It is not possible to transfer tax exemptions from one agent to another.

4.4 In the absence of an approval number from HMRC (specific to Kingsley Estates), we are legally obligated to withhold tax at the applicable rate and remit this to HMRC on the Landlord's behalf. In calculating income tax, Kingsley Estates will not consider any tax-deductible items. Any overpayment of tax can only be reclaimed by the Landlord directly from HMRC at the end of the tax year.

4.5 Kingsley Estates will charge an annual fee to cover the administrative costs associated with submitting the required returns to HMRC on the Landlord's behalf.

Regulations

5.1 Gas Safe (Installation & Use) Regulations 1998: Under these regulations, the Landlord is required to have all gas appliances and installations inspected annually by a Gas Safe registered engineer. A copy of the Gas Safe Record must be provided to the Tenant before the start of the tenancy and within 28 days of the renewal of the Safety Record. Non-compliance is considered a criminal offence.

5.2 The Electrical Equipment (Safety Regulations) 1994: The Landlord must ensure that all electrical installations and appliances at the Property are maintained in safe working order and are regularly inspected by an NICEIC-certified engineer. These systems must be fully operational and safe at all times. Kingsley Estates also recommends conducting a Portable Appliance Test (PAT) on all electrical devices.

5.3 Kingsley Estates advises that the Landlord leaves instruction manuals for all electrical appliances at the Property. Additionally, we recommend that a full electrical wiring inspection is conducted every five years, which Kingsley Estates can arrange at the Landlord's request and expense.

5.4 Legionella Testing: Under updated legislation from the Health and Safety Executive, landlords are now required to assess the risk of exposure to Legionnaires' disease through a Legionella survey. Appropriate control measures must be implemented where necessary. For further details, please refer to the HSE website.

5.5 Safety Certification: Kingsley Estates can arrange for annual gas and electrical inspections, including testing and certification of the Property's appliances, subject to availability of sufficient funds. The Landlord is responsible for covering these costs, along with any necessary remedial work.

5.6 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1993): It is a criminal offence to let a Property with furniture that does not comply with fire safety regulations. By signing these Terms of Business, the Landlord confirms that all furniture in the Property, as well as any added during the tenancy, meets the required safety standards.

5.7 Smoke Detectors and Carbon Monoxide Alarms: Legally, smoke detectors must be installed on every floor, and carbon monoxide alarms are required in any room used as living accommodation where there is an appliance that burns or is capable of burning solid fuel (e.g., log/coal-burning stoves and open fires). Gas and oil boilers are exempt from this requirement. Kingsley Estates recommends that the Landlord has these alarms installed by a qualified professional, as well as ensuring a fire blanket or extinguisher is available in the kitchen. These safety measures must be checked at the beginning of each new tenancy to ensure they are fully operational and serviced regularly. Kingsley Estates can arrange these services at the Landlord's request and expense.

5.8 Energy Performance Certificates (EPC): The Landlord is obligated to provide an EPC with a minimum rating of 'E' for any property being let. The EPC must be made available to Kingsley Estates before the Property is marketed. Kingsley Estates can arrange this at the Landlord's request and expense.

5.9 Houses in Multiple Occupation (HMOs) - Housing Act 2004: If the Property is classified as an HMO, the Landlord must obtain a mandatory licence from the local council. It is the Landlord's responsibility to secure the licence and comply with any conditions imposed by the local authority.

5.10 Discretionary Licensing: Local authorities have the discretion to enforce additional licensing, and it is the Landlord's responsibility to determine whether the Property is subject to such licensing. If the Property requires a licence, the Landlord is responsible for obtaining and paying for it.

5.11 Permissions and Consents: The Landlord affirms that their insurance provider has agreed to extend coverage on the Property and its contents for the duration of any tenancy, including third-party and occupier's liability. If the Property is left unoccupied for any period, the Landlord must inform their insurance company.

References

6.1 References for prospective tenants may be obtained by Kingsley Estates, or through a third-party referencing company. By signing the Tenancy Agreement, the Landlord acknowledges and accepts the references provided, thereby granting consent for the Tenancy to move forward. Should the references not meet the required standards, the Landlord may still choose to proceed with the Tenant. In such cases, the Landlord will be required to sign a waiver to acknowledge the risks involved

Deposit Protection Scheme

7.1 Deposit Protection (Kingsley Estates to Register): If the Landlord requests Kingsley Estates to register the deposit, we will use the **Deposit Protection Scheme (DPS)**. Kingsley Estates will collect and register the deposit on behalf of the Landlord at an additional cost. The deposit primarily serves to protect the Landlord against unpaid rent, outstanding bills, property damage, and any other losses resulting from a breach of the Tenancy Agreement by the Tenant. Additional legal fees or court costs may apply if necessary. In the event of a dispute at the end of the tenancy, the DPS may be instructed to arbitrate, where appropriate.

7.2 Deposit Protection (Landlord to Register): If the Landlord chooses to register the deposit independently, they must use one of the three approved deposit protection schemes. For Assured Shorthold Tenancies, the Landlord must specify which scheme will protect the deposit.

- If the deposit is covered by the custodial scheme known as **My Deposits**, the Landlord must provide proof of membership and a copy of the insurance policy
- If the deposit is registered with one of the custodial schemes, such as the **Deposit Protection Scheme (DPS)** or the **Tenancy Deposit Scheme (TDS)**, the Landlord must provide proof of registration to the Tenant within 30 days of the tenancy start date. Failure to register the deposit with a registered scheme may result in the Landlord being liable for a fine of 1 to 3 times the deposit amount.

7.3 End of Tenancy & Deposit Returns: If there is no dispute regarding the deposit at the end of the tenancy, or if the dispute has been resolved, Kingsley Estates will retain any agreed deductions where expenditure has been incurred on behalf of the Landlord. The remaining balance, or the full deposit if no deductions are made, will be returned to the relevant parties according to the terms of the Tenancy Agreement. The deposit, or any balance due, will be paid within 10 working days following written consent from both the Landlord and the Tenant.

7.4 Dispute Resolution (Landlord Registered Deposits): If the Landlord has registered the deposit independently and there is a dispute over the deposit allocation, Kingsley Estates may charge the Landlord for assistance in negotiating a resolution or for providing the necessary documentation to the arbitration body, should it become necessary.

7.5 Unresolved Disputes: If a dispute over the deposit remains unresolved 10 working days after notification to Kingsley Estates, and reasonable efforts have been made to resolve it, the dispute will be submitted for adjudication to an arbitrator, subject to the terms in clause 7.6. The Landlord agrees to cooperate with the arbitration process.

7.6 Dispute Amount Over £5,000: If the amount in dispute exceeds £5,000, the Landlord and the Tenant agree, by signing the Tenancy Agreement, to submit the dispute to an independent adjudicator. The appointment of the adjudicator will incur an administrative fee, determined by **The Dispute Service Ltd**, to be shared equally between the Landlord and the Tenant. Any further costs will be determined by the adjudicator's decision.

7.7 Legal Rights: The statutory rights of either the Landlord or the Tenant to pursue legal action remain unaffected by this process.

7.8 Court vs. Arbitration: While it is not mandatory to refer the dispute to arbitration, both parties may choose to seek resolution through the court system if they prefer. However, this may take longer and incur additional costs. A judge may, as per the Tenancy Agreement, refer the dispute back to arbitration for a decision. If both parties agree to arbitration, they must accept the decision of the arbitrator as final and binding.

7.9 Cooperation with Arbitration: Kingsley Estates is required to cooperate with the arbitrator during the adjudication process and follow any recommendations provided for resolving the dispute.

Reposit (Alternative Tenant Deposit Insurance)

As an alternative to a cash tenancy deposit, we offer existing and prospective tenants the option of Reposit (<https://reposit.co.uk/>) This product is always offered as a choice to the tenant(s) – the tenant(s) must have the option of paying a cash deposit – but we believe that Reposit is a superior choice to a cash deposit for all parties.

When the tenant(s) opt to use Reposit, you benefit from protection up to the equivalent value of 8 weeks' rent, capped at a maximum of £5,000, as well as faster resolutions to formal disputes should they occur at the end of tenancy. This product is available at a one off £25 per tenancy. You also benefit as there is no risk of claims by the tenant(s) for failure to comply with the deposit rules as you have not taken a cash deposit.

8.1 When the tenant(s) opt to use Reposit on a tenancy the following terms shall apply:

8.2 We will both be bound by Reposit's Terms and Conditions. A copy of these can be provided to you on request.

8.3 No cash tenancy deposit shall be taken from the tenant(s) and accordingly we will not have the obligation to issue prescribed information to the tenant(s). The relevant tenancy agreement will be amended directly or by way of a mutually signed addendum to reflect this.

8.4 In place of a tenancy deposit, you will have the benefit of Reposit's services which include: cover for end of tenancy charges up to the value of 8 weeks' rent or £5,000, whichever is less, the notification and collection of end of tenancy charges from the tenant(s), and formal dispute resolution.

8.5 Where the tenant(s) are already in situ and decide to exchange their existing cash deposit for a Reposit, the security deposit will be returned to the tenant(s) in full without any deductions once the tenant(s) have successfully signed up to Reposit, paid the Reposit Fee, and we have received confirmation that the Reposit is in effect.

8.6 It is important to note that whilst you will be covered by the Reposit product and paid by Reposit, the tenant(s) remain fully liable for all costs of dilapidations and rent arrears that are outstanding at the end of the tenancy. Reposit will pursue the tenant(s) for any valid end of tenancy charges even if you have already been repaid by Reposit. This does not prejudice any claim you have against the tenant(s), over and above the value of 8 weeks' rent covered by Reposit. We may receive a commission from Reposit.

Inventories & Inspections

9.1 **Inventory Cancellation:** If an inventory is requested and cancelled with less than 24 hours' notice, the Landlord may incur a charge for the cancellation.

9.2 **Inventory & Claims:** In the absence of a professionally prepared independent inventory, the Landlord may be unable to claim compensation from the Tenant for any loss or damage to the Property. Kingsley Estates will not be held liable for any loss or damage in these circumstances.

9.3 **Inventory Clerk Liability:** While reasonable care will be taken when instructing an independent inventory clerk, Kingsley Estates accepts no liability for any errors or omissions made by the inventory clerk or company..

9.4 **Annual Inspection:** If Kingsley Estates is unable to carry out the annual property inspection for any reason, we will make reasonable efforts to notify the Landlord. In such cases, the responsibility for completing the inspection will revert to the Landlord.

Keys

10.1 **Kingsley Estates Secure Key System:** When instructed to market a property, Kingsley Estates may hold a set of keys in our secure key system, if requested. This system ensures that the keys remain unidentifiable to third parties, and Kingsley Estates' liability is strictly limited to the cost of cutting replacement keys in the event of loss or damage. During any tenancy where Kingsley Estates is providing management services, we will retain one additional set of keys (in addition to those provided to the tenants). These keys will be held for use by our staff, approved contractors, or any individuals nominated by you, the Landlord.

10.2 **Key Retention & Disposal:** Keys will be securely held for up to 14 days after the property has been let, or once marketing has ceased. After 14 days, if the keys have not been collected by the Landlord, Kingsley Estates reserves the right to securely dispose of them.

Renewing a Tenancy

11.1 Renewal Commission: The **Renewal Fee** (or Renewal Commission) is due regardless of whether Kingsley Estates has directly negotiated the tenancy renewal or extension.

11.2 Tenancy Renewal Process: Approximately two months before the end of the current tenancy term, Kingsley Estates will contact both the Landlord and the Tenant(s) to discuss the possibility of extending the tenancy. We will also provide advice regarding any potential rent increase based on current market conditions. Kingsley Estates will handle all necessary contractual paperwork for the renewal.

11.3 Fee Applicability: It is important to note that the renewal fee remains payable even if the rent does not increase, or if the Landlord and Tenant prefer not to formalise a new fixed-term agreement and instead transition to a periodic tenancy.

11.4 Renewal Administration: Kingsley Estates cover the preparation of a new Assured Shorthold Tenancy Agreement, including any required amendments. If applicable, Kingsley Estates will negotiate any rent increase on your behalf, as well as provide any legally required documentation, including **Prescribed Information**.

Ending a Tenancy

12.1 Possession Notice (Fully Managed Properties): For properties under **Kingsley Estates' Fully Managed Service**, if the Landlord requests in writing, we will arrange to serve the appropriate form of possession notice to the Tenant, in order to regain vacant possession of the property. These notices will only be served in accordance with the terms set out in the Tenancy Agreement and any relevant legislation. In certain cases, independent legal advice may be required, at the Landlord's expense (additional charges may apply, please refer to the **Landlord Fee Schedule**).

12.2 Early Termination of Tenancy: If either the Landlord or Tenant terminates the Tenancy Agreement before the end of the agreed term, and such termination is in line with the terms of the Tenancy Agreement (e.g., through a break clause), a proportionate amount of the Commission Fee may be refunded, based on a pro-rata calculation for the remaining tenancy period. This refund will only apply from the date the break clause is activated, if applicable, and is subject to a minimum tenancy term of 6 months. Refunds are only available if the agency fees were paid upfront.

Kingsley Estates Management Service includes all the services provided under the Lettings Service, as well as the additional services outlined in this section.

Property Management Services & Additional Services

13.1 Management Service Commitment: **Kingsley Estates** will provide a full **Management Service** acting as the managing agent for a minimum period of six months. After this period, you can terminate the service by giving us three months' notice. Should the Management Service be terminated, it will automatically revert to our **Rent Collection Service**.

13.2 Unpaid Rent and Service Fees: In the event that rent is not received and the collection of fees as per **Clause 4.2** is not possible, **Kingsley Estates** will invoice the Landlord for any outstanding fees under our Management Service. These fees must be settled within 14 days of receiving the invoice.

13.3 Utility Transfers: Occasionally, we may use a third-party service provider to assist with the transfer of utility services between the Landlord and Tenant. These third parties may contact both parties to offer advice on the best utility provider and tariffs available.

13.4 Utility Provider Contact: We recommend that the Landlord directly contacts the relevant utility providers and local authorities, as some (notably BT) may only accept instructions directly from the account holder. **Kingsley Estates** cannot accept liability for any issues arising from the Landlord's failure to notify utility providers.

13.5 Repairs and Maintenance: We will always seek your consent before proceeding with any repairs or maintenance works unless the situation is deemed an emergency. In such cases, we will proceed with the necessary works without prior approval.

13.6 Repair Work Over £250: For repairs or maintenance works exceeding £250.00 (exclusive of VAT), we will obtain a single quote for your approval unless additional quotes are requested.

13.7 Contractors: Unless otherwise agreed in writing, **Kingsley Estates** will use our preferred contractors for all works. If you prefer a specific contractor, please provide their details in writing before the start of the tenancy.

13.8 Payment of Outgoings: At your request, and assuming sufficient funds are available in the account, we will pay regular outgoings such as insurance premiums, council tax, water rates, ground rents, and service charges. While we will make

reasonable efforts to identify discrepancies, we will pay invoices without consulting you. We recommend that you regularly check your payment obligations, as we accept no liability for third-party errors or unpaid charges, including legal fees and interest charges.

13.9 Property Visits: We will attempt to conduct an annual property visit, provided the tenant allows access. These visits are for superficial inspections only and are intended to identify any obvious defects. They do not constitute a full survey or inventory check, and **Kingsley Estates** will not be held liable for hidden issues. If access is denied by the tenant, we cannot enter the property without trespassing. In such cases, we will notify you, and you should seek legal advice.

13.10 Additional Property Visits: Should you request additional property visits, these can be arranged at a cost of £100.00 + VAT per visit (subject to prevailing rates).

13.11 Preferred Contractors: We will engage your preferred contractors if their details are provided in writing before the tenancy begins. We will confirm the basis of how these contractors will be used on your behalf.

13.12 Contractor Responsibility: By appointing your preferred contractor, you confirm that they are suitable for the required works, and **Kingsley Estates** assumes no responsibility for their actions or omissions.

13.13 Contractor Availability: In cases where a nominated contractor cannot respond promptly, particularly in an emergency, **Kingsley Estates** reserves the right to appoint one of our own contractors, and charges will apply.

13.14 Contractor Liability: While we exercise due diligence in choosing and administering contractors, **Kingsley Estates** accepts no responsibility for any loss or damage caused by negligence or default of any contractor.

13.15 Accompanying Contractors: If we are required to attend the property to accompany a contractor nominated by you, we charge £100.00 + VAT per hour (including travel time), with a minimum charge of two hours.

13.16 Vacant Property Management: For a monthly fee of £50.00 + VAT (subject to prevailing rates), **Kingsley Estates** will continue to manage an unoccupied property, including checking the property and dealing with any issues. We do not accept responsibility for theft, fire, or flooding during vacant periods. If essential services need to be disconnected or heating/water systems drained, we will arrange for this at your expense. You should notify your insurance company if the property is vacant.

13.17 Post Forwarding: If we receive post for you, we can forward it for a fee of £10.00 + VAT per instance. Additional charges will apply for forwarding post overseas.

13.18 Managed-Only Service: This service is available for Landlords who do not use our Letting and Rent Collection Service. Fees will be based on the total rent payable for the duration of the tenancy, at the prevailing standard rate.

13.19 Utility Bill Payments: When instructed to manage the property, and if sufficient funds are held, **Kingsley Estates** will pay utility bills until the property is re-let. Our **Energy Void Period Switching Service** allows us to manage and switch utility suppliers during periods when the property is vacant.

Fees

14.1 Legal Proceedings: Should **Kingsley Estates** staff be required to attend court or arbitration hearings, an hourly charge will apply, which includes travelling time, travel expenses, and reasonable disbursements. A minimum charge of £200.00 + VAT (subject to prevailing rates) will be applied.

14.2 Insurance Claims for Works: For any works arranged on behalf of the Landlord via insurance claims, an administration fee of 10% + VAT (subject to prevailing rates) of the invoice total will be charged, with a minimum fee of £10.00 + VAT.

14.3 Commission Fees: If **Kingsley Estates** introduces a Tenant who enters into a Tenancy Agreement to rent the Landlord's property, a Commission Fee will be payable by the Landlord. The Commission Fee is due either on or before the start of the Tenancy and also applies in the event of any extension. Should another management company take over the management of the property, the Commission Fee will be reduced to a **Kingsley Estates Letting & Rent Collection Service fee**, subject to a minimum charge of one month's rent.

14.4 Commission Payment on Tenancy Agreements: The Commission Fee is payable by the Landlord in all cases where a Tenant introduced by **Kingsley Estates** signs a Tenancy Agreement, regardless of whether the Tenancy is finalised by **Kingsley Estates**. Please refer to **Clause 1.4** below for further details.

14.5 Joint Landlord Liability: If the property is owned by more than one person, all parties will be jointly and severally liable for **Kingsley Estates'** Commission Fee. Written or email acceptance from all owners is required if they are unable to provide signatures on the original agreement.

14.6 Withdrawal Fee: Once an offer from a Tenant has been accepted by the Landlord, references have been applied for, and tenancy documentation has been prepared, the Landlord will become liable for a fee of £300.00 + VAT (subject to prevailing rates) if they choose to withdraw from the agreed transaction.

Exclusion of Liability

15.1 Provision of Services: **Kingsley Estates** will provide its services with due diligence and care, but does not offer any warranties or guarantees regarding the outcome of the services provided.

15.2 Severability of Terms: Each clause within these Terms of Business, which excludes or limits liability, operates independently. If any provision, or part of a provision, is deemed unreasonable or unenforceable by a court, the remaining provisions will continue to remain in full effect.

15.3 Force Majeure: Neither party will be entitled to terminate this agreement nor considered in breach of it due to any delay or non-performance of their obligations caused by circumstances beyond their control. This includes, but is not limited to, acts of God, fire, flood, war, or other unforeseen events.

Termination & Suspension

16.1 Suspension of Services: **Kingsley Estates** reserves the right to suspend the provision of its Standard Lettings or Property Management Services if any payments from the Landlord remain outstanding. **Kingsley Estates** is not obliged to continue providing services until any outstanding amounts are fully settled. During any period of suspended service, **Kingsley Estates** will not be liable for any loss or inconvenience incurred by the Landlord.

16.2 Termination of Services: **Kingsley Estates** reserves the right to terminate its services if the Landlord breaches any of these Terms of Business, or engages in discriminatory conduct against any applicant, tenant, or employee (including subcontractors) of **Kingsley Estates** on the grounds of gender, race, age, disability, religious belief, or sexual orientation

Disclosure

Kingsley Estates is committed to complying with data protection laws in the United Kingdom and takes all reasonable precautions to prevent any unauthorised access to or misuse of your personal data. We collect personal information such as your name, contact details, and information related to the services you use. This data is used solely for the purpose of providing or promoting our products and services. Your personal details will not be shared with any third-party organisation beyond **Kingsley Estates** and its associated companies, unless necessary for the provision of the requested services. On occasion, your information may be shared with approved contractors or agents to facilitate the delivery of specific products or services you have requested. **Kingsley Estates** ensures that any such parties comply with the necessary data protection standards.

Money Laundering Regulations

While not a statutory requirement, **Kingsley Estates** reserves the right to verify the identity of its clients. As part of this process, we may ask you to provide proof of identity, which will be securely retained on file. In accordance with anti-money laundering regulations, **Kingsley Estates** may make disclosures to the relevant authorities, including the Serious Organised Crime Agency (SOCA), if there is any evidence or reasonable suspicion of money laundering or other illegal activities.

Consumer Protection

Kingsley Estates complies fully with the provisions of the Estate Agents Act 1979, the Consumer Protection Act 2008, and adheres to the Codes of Practice set out by the National Association of Estate Agents (NAEA) and The Property Ombudsman (TPO) – www.tpos.co.uk.

The Landlord confirms that all information provided to **Kingsley Estates** is accurate to the best of their knowledge. In the event that incorrect information is provided by the Landlord, resulting in loss to **Kingsley Estates**, the Landlord agrees to reimburse and compensate **Kingsley Estates** for any losses incurred.

Complaints

Any complaints about the service provided by **Kingsley Estates** should be sent in writing to:

Kingsley Estates

75 Hayling Road, Watford, WD19 7BN

or by email: jack@kingsley-estates.co.uk.

If your complaint is not resolved to your satisfaction, you can escalate it to The Property Ombudsman (TPO) by visiting

www.tpos.co.uk.

Glossary

Kingsley Estates: Shall mean Kingsley Estates. The registered office is 75 Hayling Road, Watford, Hertfordshire, WD19 7BN.

Landlord: Shall mean the person signing this agreement as Landlord or the owner or joint owners of the Property, or the person duly authorised under Power of Attorney or other legal power to receive services under these Terms and Conditions as a client.

Property: Shall mean the residential property identified.

Service(s): Shall mean any or all of the residential letting, rent processing, deposit management, renewal, management, vacant management services, and additional services provided by Kingsley Estates under these Terms of Business.

Tenant: Shall mean any individual or individuals, firm, partnership, trust, or company named as tenant in the Tenancy Agreement.

Occupant: Shall mean the person, firm, or company in actual occupation of the Property and includes the Tenant.

Connected Party: Means the spouse/cohabitant of the Tenant or Occupant or a company or trust.

Tenancy: Shall mean the entire period that the Tenant remains in occupation of the Property under the terms of a Tenancy Agreement, including any extension, renewal, or renewal period.

Rent: Shall mean the amount payable by the Tenant or any agent appointed by the Tenant for the letting of the Property under the Tenancy Agreement, whether expressed as rent, a premium, or any other form of payment, whether paid directly by the Tenant or gained from other means such as deduction from the deposit.

Deposit: Shall mean a financial sum paid by the Tenant in respect of unpaid rent or bills, dilapidation, and any other costs or losses incurred as a result of any breach of the terms of the Tenancy Agreement by the Tenant.

Stakeholder: Shall mean the basis upon which Kingsley Estates will hold the Tenant's Deposit, and as such, cannot release the Deposit or any part thereof without the written consent of both the Landlord and Tenant or an order of a Court, or of TDS or DPS.

Force Majeure: Shall mean an event outside of the reasonable control of either party affecting its obligations under this Agreement.

Arbitrator: Shall mean the Independent Case Examiner as appointed by the Deposit Protection Service.

Terms of Business: Shall mean these terms and conditions which shall be binding between Kingsley Estates and the Landlord in the event of the Landlord signing the Confirmation of Instruction Form.

Management Service: Shall mean the service provided by Kingsley Estates, which involves acting as a managing agent of the Property for a minimum period of 6 months.

Let and Rent Collection Service: Shall mean the service provided by Kingsley Estates which includes lettings, renewals, and rent collection in respect of Tenancy Agreements for 6 months or more.

Commission Fee: Shall mean the fee payable to Kingsley Estates by the Landlord in return for the provision of the services in respect of any periods for which rent is payable under a Tenancy Agreement, including periods of renewal or extension.

Renewal Commission: Shall mean the Commission Fee payable to Kingsley Estates by the Landlord in the event of a renewal or extension.