



Terms of Business ("the Agency Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and "RMA Properties Ltd" or "the Agent" "us" or "we") of **101A Cowley Road, Oxford, OX4 1HU**. The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement which sets out the full details of each Service, the rights, and obligations of both parties, and the fees and charges payable. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding this contract. Once signed, this Agreement will be legally binding. In the Agreement, the word "Applicant" or "Tenant" means any person applying to rent the Property or subsequently taking a Tenancy of it. The word "Property" or "property" means the Property address shown below.

1. Parties to this Agreement.

This Agreement is made between:

RMA Properties Ltd

And

(Inset Landlord's name and address)

and relates to the Property known as **(insert full address including postcode):**

("the Property")

Contact Address of the Landlord (if different)

Telephone Home _____ Business: _____

Mobile _____

Email _____

Address _____

The Property

Tenure: Freehold/Leasehold (delete as appropriate) If Leasehold unexpired term _____

[Annual Service Charge _____]

[Ground Rent _____]

Managing Agent (if applicable)
RMA Properties Ltd

Address of Managing Agent:
101A Cowley Road, Oxford, Oxfordshire, OX4 1HU

Initial Rent:

Term of the Tenancy:

2. **Furnished/Unfurnished** **Pets:** **Smokers:** **Council Tax Band:**

3. **Type of Management Service:**

Full Management Service

Let and Rent Collection Service

Let only Service.

HMO Management Service

The Conditions of the Agreement

Introduction

RMA Properties Ltd is a Lettings and Management Company providing a professional service to landlords and tenants. Fees and expenses are shown in the **attached Schedule 1** headed Commission Fees and Charges.

Sole Agency

1. You agree that we shall have sole agency ("Sole Agency") to market the Property for a period **of 8 weeks** ("the Initial Period").
2. The Sole Agency can be terminated at the end of the Initial Period by giving two weeks' prior written notice. If you do not terminate it will continue until we receive your written instructions.
3. In the following circumstances the Landlord will be liable to pay more than one fee including any VAT and agreed costs and charges:
 - Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
 - **Where** the Landlord instructs another agent during or after the Initial Period of the Sole Agency.
4. The Agent will be entitled to commission and fees in each of the following circumstances:
 - If Tenancy Agreements for letting the Property are exchanged during Sole Agency even if the tenant was found by another agent or other person, including yourself.
 - If a Tenancy Agreement for the letting of the Property is exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced* to the Landlord during the period or with whom we had negotiations about the Property during that period.
 - Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.
 - If the Tenancy Agreement for the Property is exchanged after expiry of the Sole Agency to a prospective tenant introduced* during the period or with whom we had negotiations about the Property you must notify us immediately.

*A prospective tenant is deemed introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through but not

limited to advertisements/window displays/internet exposure/applicant database leads or any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

OR

Multiple Agency

1. You agree we shall act on a multiple agency ("Multiple Agency") basis to market the Property for a period of **8 weeks** ("the Initial Period").
2. The Multiple Agency can be terminated at the end of the Initial Period by giving us **two weeks' prior written notice**.
3. If not terminated the Multiple Agency will continue until written instructions are received. **You must tick the relevant box in the Confirmation of Instruction.**

Commission

1. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by **RMA Properties Ltd**; sight of any marketing or advertising material produced by **RMA Properties Ltd**; by **RMA Properties Ltd**' instructions; an introduction from an existing occupier for whom **RMA Properties Ltd** has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between **RMA Properties Ltd** and the Landlord. **The full list of fees and additional charges is shown in Schedule 1.**
2. Commission remains due and payable in relation to any extension, renewal, or continuation of the Tenancy as a fixed term if a Common Law Tenancy or if an APT as a periodic Tenancy where **RMA Properties Ltd** is the effective cause, and for the period of time of any such renewal, extension, or continuation of the Common Law Tenancy or for the whole period the Agent is instructed to rent the Property on an APT, the Commission is payable **2 months** in advance..
3. If the Property is managed, Commission will be quoted annually and collected each month when Rent is received. If Rent is not paid Commission still remains due and payable.
4. If the Tenancy continues as an Assured Periodic Tenancy, Commission shall remain payable in accordance with the agreed fee schedule for each monthly rental period during which RMA Properties Ltd remains instructed and the Tenant remains in occupation. Commission shall not be charged more than one month in advance unless expressly agreed in writing with the Landlord.
5. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
6. If the Landlord instructs **RMA Properties Ltd** to proceed with a proposed Tenancy and subsequently withdraws the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It may not be possible to withdraw from the proposed Tenancy where an offer has been accepted.
7. If the Landlord refuses to proceed, the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.
8. By signing this Agreement, the Landlord gives us the authority to deduct our Commission, fees, expenses, and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

Legislation Affecting Tenancies

The legislation is shown below under Assured Periodic Tenancies ("APT") and Common Law Tenancies ("Non-HA tenancies"). Common Law tenancies have existed for years and continue in the same format.

Assured Periodic Tenancies

From May 1, 2026, the Renters Rights Act 2025 becomes law and amends the conditions contained in the Housing Act 1988 which has governed Assured Shorthold Tenancies ("ASTs") since January 15, 1989. The new Tenancy introduced by the Renters Rights Act 2025 is an Assured Periodic Tenancy ("APT"). All current ASTs will become an APT. Tenancy Agreements used by **RMA Properties Ltd** are compliant with new legislation. Landlords who are not using the Management Service **must** ensure the Property is compliant with new legislation and current laws relating to safety and repairs at the Property affecting tenants.

The requirement to include details of safety issues and repairs in Tenancy Agreements or the written statements of terms and the Government leaflet which must be served on current tenants **before May 31, 2026**. If the following conditions apply the tenancy will be an APT:

1. The Tenant is an individual or group of individuals.
2. The Property is the main home of at least one of the persons forming the Tenant.
3. The rent is not more than £100,000 per year or less.
4. The rent is more than £250 per year outside Greater London and £1000 per year inside Greater London.
5. The Landlord is not a resident landlord meaning he resides in part of the property permanently.
6. It is the Tenant's main home.
7. The Tenant is not a company or other organisation.

From **May 1, 2026**, an APT **cannot** be for a fixed term. All APT tenancies become periodic from the above date meaning **they roll on from month to month** until either party ends the Agreement **regardless of any fixed term being effective prior to May 1, 2026**. The Tenant can end the periodic Tenancy by giving the Landlord **two months' notice in writing** to end at the end of a period of the Tenancy and the Landlord can end the Tenancy by serving a Notice on the Tenant. A section 21 Notice allowing the Landlord to give the Tenant two months' notice **cannot be served after April 30, 2026**.

The information the Landlord is required to give to the Tenant is as follows:

1. Names of all joint landlords and Tenants and the address of the Landlord although most agents include the addresses of **both parties in the Tenancy agreement or Statement of Terms**.
2. Address of the **Property** including the postcode.
3. The address under the Landlord and Tenant Act 1987 section 48 where the Tenant can serve legal notices or documents on the Landlord.
4. The start date of the Tenancy meaning the first date the Tenant can occupy the Property.
5. Rent amount, the date **the first instalment** is payable and the rent due date for future payments.
6. If utility bills or council tax is included in the rent full details must be given.
7. If the above invoices are paid direct to the Landlord and not the supplier full information must be provided.
8. Procedure for rent increases must be shown. Rent can only be increased by serving a **Section 13 Notice** on a tenant annually.
9. Method of terminating the Tenancy Agreement by the Tenant.
10. How the Landlord can end the Tenancy and if he has to provide the Tenant with a notice saying he may terminate for **specific reasons**. The Agent can provide full information.

11. The Landlord's responsibility to ensure the Property is habitable under the Landlord and **Tenant Act 1985 section 9A** and the Landlord's statutory repairing obligations under the **Landlord and Tenant Act section 11**.
12. Consider if requested the right of a Tenant to request a pet with the Landlord's written consent. Good reasons must be provided for refusal although acceptable if the head lease forbids pets in the Property.
13. Safety aspects of the legal requirements for gas safety checks and certificates for electrical checks should be given to prospective tenants together with details of smoke alarms and carbon monoxide detectors and the requirement for the Landlord to carry out a risk assessment for legionella. This information is usually contained in the Tenancy Agreement.
14. The Tenant should be informed of his right to carry out improvements if a person in the Property suffers a disability and it would improve the enjoyment of the Property by that person.

Non-Housing Act Tenancies

Certain Tenancies fall outside the Renters Rights Act 2025 and the Housing Act 1988. There is less legislation covering these tenancies although the Landlord must still comply with statutory obligations to the Tenant regarding safety and the provision of the necessary certificates, repair of the Property and ensuring the Property is fit for human habitation.

The types of Tenancy falling into the above category are as follows:

1. The rent is **more** than £100,000 per year.
2. The Tenant is a company or other organisation.
3. The Landlord is resident in part of the Property permanently.
4. It is **not** the Tenant's main home.

The provisions for ending such tenancies are different but if we manage the Property, we will serve notice or instruct solicitors to act on the Landlord's behalf. The Landlord is liable for all legal costs.

Services

RMA Properties Ltd will provide the following Services:

Letting Only Service

Marketing

1. Advise on market rent achievable in current market conditions and the Landlord's statutory obligations.
2. Advertise the Property as part of the provision of a comprehensive marketing campaign including website coverage, property particulars, where suitable, erection of a marketing board at the Property in line with local regulations. It is your responsibility to provide written details of restrictions affecting a flag board.

Tenant and Tenancy

3. Introduction of a prospective tenant and negotiating terms between the parties.
4. Advise whether the Tenancy will be an **APT or fall outside** the provisions of the Housing Act 1988 as amended by the Renters Rights Act 2025.
5. Take a holding deposit ("Holding Deposit) from the applicant and if an APT hold it in compliance with the Tenant Fee Act 2019 being a maximum of **one week's rent** held for a **maximum of 15 days** unless both parties agree in writing to extend the period. The Holding Deposit must be returned if the Tenancy does **not** proceed unless the applicant fails references or withdraws or does not comply with other conditions in the Holding Deposit contract. The Agent will retain all sums deducted from the Holding Deposit to cover costs. If a **non-Housing Act Tenancy** and the Tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered.

6. Where possible take up suitable references and a credit reference through a third-party referencing agency. The fee for referencing is payable by the Landlord. **RMA Properties Ltd** will instruct an independent approved referencing company to conduct the reference checks, and Sanction and Money Laundering verification. The Agent accepts no liability for the accuracy of the information, or any loss suffered by the Landlord.

Right to Rent

7. Carry out all Right to Rent checks under the **Immigration Acts 2014 and 2016** and forward to the Landlord for approval. If **RMA Properties Ltd** does not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy. The Agent may charge a fee payable by the Landlord for additional checks. The Agent has no liability if the Landlord fails to comply with his statutory responsibilities.

Inventory and Tenancy Agreement

8. Arrange an inventory ("the Inventory") check in and check out if instructed in writing at the Landlord's expense.
9. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute.

Deposit

10. Receive the Deposit and the first month's rent from the Tenant **if RMA Properties Ltd** holds the Deposit.
11. Protect the security deposit **if held by RMA Properties Ltd** ("the Deposit") through the DPS if an APT and serve the relevant prescribed information and documents on the Tenant. If the Landlord holds the Deposit, **RMA Properties Ltd** will arrange for the Deposit to be paid direct to the Landlord, who must protect the Deposit, serve the prescribed information and other documents on the Tenant. **RMA Properties Ltd** has no liability if the Landlord fails to do so.
12. If the Tenancy is an APT, the amount of the Deposit for annual rent not exceeding £50,000 annually is five weeks' rent; or six weeks' rent if the rent per year is over £50,000 up to £100,000. For a non-Housing Act Tenancy, the amount taken as a Deposit will **be equal to 6 weeks rent.**

Service of Documents

13. Serve the draft Tenancy Agreement, a copy of the Gas Safety Certificate, EICR and the EPC on the prospective tenant. Once the Deposit is received by **RMA Properties Ltd** the prescribed information is served.
14. Arrange for the **first instalment of rent ("the Rent")** to be paid in advance to the Landlord's account within **fourteen days** of the start of the Tenancy after deduction of fees and expenses.

Utilities and Extensions of the Tenancy

15. Advise the Landlord to notify utility companies, telephone or other provider and the local authority of the occupants at commencement and termination of the Tenancy to avoid further liability. Failure to do so means the liability for payment of these costs may remain with the Landlord
16. Negotiate renewals or extensions for a Common Law Tenancy if instructed. Confirm the APT is to continue with the Tenant. Our fees remain payable while any person forming the Tenant remains in the Property.

Maintenance During the Tenancy

17. **RMA Properties Ltd** is appointed to find a tenant. The Landlord must look after the Property and deal with problems once the Tenancy commences. Fees are payable in full upon the commencement of the Tenancy and the duration of the Tenancy.
18. Supply keys, security fobs and any additional entry equipment to the Tenant and have additional sets cut, if necessary, at the Landlord's expense.
19. Advise instruction booklets for all appliances, together with information regarding care of special surfaces should be provided to the Tenant. **RMA Properties Ltd** can forward documents received from the Landlord.
20. Advise it is the Landlord's responsibility to arrange repairs **if RMA Properties Ltd do not** manage the Property.

Rent Increase

21. Negotiate any rent increase or preparation of the Section 13 Notice if instructed by the Landlord. A fee is charged payable by the Landlord for service of the above Notice.
22. Advise on attendance at the First Tier Tribunal and provision of information if required subject to an additional fee.

Deposit Negotiations

23. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. **RMA Properties Ltd will not negotiate on the Landlord's behalf unless managing the Property.**
24. The Landlord will **not** be entitled to any refund of commission if the Tenancy Agreement is terminated early.

Rent Demand Service

In addition to the above **RMA Properties Ltd** will do the following:

Rent and Payment

1. Receive Rent on the Landlord's behalf.
2. Advise the Landlord of any late payments of Rent and send **two** rent demand letters, e mails or texts to the Tenant.
3. Upon receipt of the Rent in cleared funds forward them by bank transfer to the Landlord's nominated bank account **within 15 working days.**
4. The Landlord should arrange a facility with their bank to ensure that all outgoings are covered; allow change of a rent payment date, void periods, or non-payment of the Rent.
5. **RMA Properties Ltd** will prepare regular statements of account for the Landlord and any nominated person.
6. Advise if any arrears arise, **RMA Properties Ltd** cannot take Court proceedings on the Landlord's behalf.
7. **RMA Properties Ltd** will charge for the time taken in preparing documents for court or tribunal proceedings and submitting them to any legal adviser or sending them to the Landlord. **(See Schedule 1 below).**
8. Appear at Court or Tribunal proceedings by special arrangement and subject to payment of our fee of **£200 including VAT** for half a day's hearing.

Property Management Service

In addition to the above Services **RMA Properties Ltd** will do the following:

Utilities and Rent

1. Notify the local authority of the occupants at commencement and termination of the Tenancy if full details of the account is held.
2. Receipt of Rent as above.
3. Pay agreed outgoings such as maintenance charges from the Rent provided it is received and account to the Landlord, provided **RMA Properties Ltd** are notified in advance of regular out-goings and invoices are sent to us. If funds are **not** held, payments are the responsibility of the Landlord. **RMA Properties Ltd** act as Agent, but the Landlord is liable to pay all invoices.
4. Handle all maintenance issues **daily** if cleared funds are held by **RMA Properties Ltd** subject to **agreed financial limits**. If funds are not held, contractors cannot be instructed. Responsibility is **not** taken for any loss suffered.
5. Instruct contractors as the agent of the Landlord who is liable for all payments due to contractors.
6. Any other party, who **RMA Properties Ltd** instructs will be instructed on the Landlord's behalf. The Landlord is liable for payment of sub-contractors' invoices. **RMA Properties Ltd** has **no** liability for the quality of their work.
7. Arrange all repairs up to a **limit of £250 including VAT** without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
8. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.

Property Visits

9. Arrange visits to the Property approximately **every 6 months a year** provided the Tenant grants access. **RMA Properties Ltd** will inform the Landlord if access is refused and await

further written instructions. Photographs cannot be taken without the Tenant's written consent.

Inventory and Damage

10. Arrange a check out of the Inventory of the Property **or by an inventory clerk** at the end of the Tenancy, the latter being at the Landlord's expense. **RMA Properties Ltd will not be liable for any omissions in the report.**
11. Negotiate any damage claim with the Tenant and make agreed deductions from the Deposit; including forwarding any adjudication to **DPS** if relevant and a dispute arises unless either party disagree with adjudication.
12. Prepare the documents for adjudication if requested, which may be subject to an additional charge.
13. Distribute the Deposit as agreed between the parties or as agreed through adjudication.
14. Endeavour to obtain a forwarding address from the Tenant.

Supervisory Service

15. Advise **RMA Properties Ltd** can provide a supervisory service during void periods subject to an additional charge and separate negotiation.

Termination of Management

Either party may terminate the Management Service by giving **not less than two months'** written notice to the other party, subject to payment of any properly incurred fees or charges due up to the termination date. Please see **Schedule 1** for early termination fee.

House in Multiple Occupation ("HMO") Management Service

1. To carry out the **full Management Service** as shown above.
2. To confirm with the Landlord the conditions of the licence granted and obtain a copy of the Licence or ensure a copy of the application is provided. If no copy is produced, then **no** responsibility is taken to comply with any of the terms.
3. To ensure all conditions of the licence granted to the Landlord (provided a copy is received at the start of the Tenancy) are carried out and if relevant checked during management visits.
4. Erect a fixed sign inside the Property as required by law giving **full contact details of the managing agent** and their contact information at a visible place in the Property.
5. To enforce the terms of the Licence if possible and advise the Landlord of breaches.
6. Advise the Landlord of any legal changes that come to the attention of the Agent which may affect the validity of the Licence and arrange all works to be carried out at the Property to comply with present and future requirements of the Licence when they come to the attention of the Agent provided full funds are held.
7. **RMA Properties Ltd** has no liability for failure to comply with legislation or losses suffered if no funds are held.

Vacant Properties

1. **RMA Properties Ltd** does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies **unless special arrangements are agreed in writing**. This service will be subject to an additional fee agreed between the parties. The Landlord should inform his insurance companies about periods where the Property is empty and complies with any conditions imposed by the insurer.

Landlord's Undertakings

Ownership

1. Confirm he is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses, and costs.
2. Arrange all repairs up to a limit of **£250 including VAT** without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
3. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.

4. Provide keys for viewing; one set for each person forming the Tenant and to **RMA Properties Ltd if managing.**
Sub Agent
5. Agree **RMA Properties Ltd** may appoint a sub agent if this helps to let the Property.
Checks and Maintenance
6. Provide **RMA Properties Ltd** with the Council Tax Band for uploading on any portal or other marketing device.
7. Advise **RMA Properties Ltd** of any defects at the Property and arrange rectification prior to the start of the Tenancy.
8. Confirm acceptance of the offer including any special conditions; and of the references received.
9. Confirm the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers **if RMA Properties Ltd do not manage the Property.** **RMA Properties Ltd** has **no** liability for failure to do so.
Safety Regulations
10. Comply with all safety regulations as follows:
 - Ensure electricity installations comply with **the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**, are tested every five years and a copy of the EICR is provided to the Tenant prior to the start of the Tenancy.
 - If an HMO the Property complies with the Licence' conditions, an EICR has been provided and the wiring is checked every five years.
 - Electrical appliances have been checked for safety because under the **Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 2016** any appliance supplied by the Landlord must be safe.
 - Ensure that a gas safety certificate carried out by a Gas Safe engineer certifying all gas appliances, flues and pipework are safe is given to RMA Properties Ltd prior to the start of the Tenancy. If **RMA Properties Ltd** do not manage, the Landlord must renew the certificate annually. A carbon monoxide detector must be fitted to the Property in all rooms where there is a solid fuel appliance or a gas appliance apart from gas hobs and cookers.
 - Check all furniture (if applicable) complies with the **Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993 and 2025**; meaning all upholstered furniture must carry a permanent label comply with the Regulations or be removed from the Property.
 - Ensure battery operated smoke alarms are fitted to every floor of the Property used as residential accommodation; carbon monoxide detectors are fitted in any room with a gas appliance or installation, or any solid fuel appliance and are in working order.
 - If the Property was built **after 1992** ensure all mains operated smoke alarms are operational and battery backup is functioning and in date.
 - A risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations.
- EPC**
11. Provide an EPC with the **minimum "E" rating** to **RMA Properties Ltd** prior to the start of the Tenancy or agree a Domestic Energy Assessor can carry out a check at the Landlord's expense, otherwise, the Property cannot be let unless it is shown on the Exemptions Register. It is the Landlord's responsibility to obtain an exemption. An EPC lasts for ten years after which it must be renewed. **RMA Properties Ltd** will provide the EPC to the Tenant at the start of the Tenancy and if the Property is managed will ensure there is always a valid EPC. If the Property is **not** managed, the Landlord must renew an EPC if relevant.
12. Carry out all repairs and maintenance to the Property **if RMA Properties Ltd do not manage.** Failure to do so may result in an enforcement order being served on the Landlord by Environmental Health under **the Housing Health and Safety Rating System ("HHSRS")**. The Tenant may be entitled to compensation.
13. Arrange all repairs up to a limit of **£250 including VAT** without consent if cleared funds are held except in an emergency. No liability arises if no funds are held.
14. Where possible and practical, estimates will be submitted for approval for works, renewals, or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.

15. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces.
16. Ensure any garden is in good order at the start of the Tenancy and that all bushes, trees, and shrubs are pruned regularly at the Landlord's expense.
17. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces.

Compensation

18. Compensate **RMA Properties Ltd** for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of **RMA Properties Ltd**.

Mail

19. Arrange re-direction of mail. **RMA Properties Ltd** do **not** collect mail and have no liability for lost correspondence.

Legal Proceedings

20. Arrange legal proceedings if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy. **The Landlord is liable for all costs and expenses of the proceedings.**

Discrimination

21. Not to discriminate against any applicant, Tenant, or any employee of **RMA Properties Ltd**. If discrimination occurs **RMA Properties Ltd** can give **immediate written notice to terminate** the Agreement.

Indemnity

22. To keep **RMA Properties Ltd** reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by **RMA Properties Ltd** from and during the time **RMA Properties Ltd** is or were acting on the Landlord's behalf unless due to the negligence or breach of contract of **RMA Properties Ltd**. For the avoidance of doubt **RMA Properties Ltd** reserves the right to have work carried out on the Landlord's behalf and to charge for work to ensure the Landlord fulfils all contractual and statutory obligations.
23. If a Notice is served on **RMA Properties Ltd** under the **Housing Health and Safety Rating Scheme of the Housing Act 2004** requiring **RMA Properties Ltd** to carry out work, repairs or maintenance to the Property the Landlord will reimburse **RMA Properties Ltd** promptly on written demand for all costs, expenses and fees incurred.

Privacy

24. To ensure as the owner of the Property if personal information of the Tenant is retained by the Landlord he has registered with the Information Commissioners' Office (ico.org.uk).

Licensing

25. To determine if a property licence is required and obtain such a licence. If there is three or more people living in the Property who form more than one household meaning the residents are not related the Property is a **House in Multiple Occupation ("HMO")**. However, the Landlord should check licensing conditions with the local authority as some of them deem two unrelated people in a household is an HMO. Depending upon the number of unrelated occupiers, the Property may require a licence from the local authority. Some local authorities impose **Selective Licences (including Oxford)** for properties in specific areas or additional licensing for certain properties. It is up to the Landlord to make enquiries and gain the licence from the local authority. **RMA Properties Ltd** will not let out the Property if a licence is needed and has **not** been obtained or be liable for any misrepresentation by the Landlord in obtaining a licence.
26. To provide **RMA Properties Ltd** with details of the requirements under which the licence was granted. The Landlord agrees failure to inform the Agent means the Landlord will **not** have recourse to any compensation for a breach of the Licence conditions.
27. If the Property is HMO or Selective Licensed and the Agent agrees to act as the HMO or Selective Licence Holder (as applicable) the following additional provisions shall apply:
 - the Agent shall be entitled to commission any works to the Property from time to time necessary to comply with the conditions of the Licence. The cost of such works may be deducted from any rent or other monies due to the Landlord in respect of the Property;
 - **the Landlord hereby agrees to indemnify the Agent against any costs, damages or loss incurred or suffered as a result of the Agent standing as HMO or Selective**

Licence Holder for the Property save where payable as a direct result of the Agent's own act or omission;

- the Agent may at any time elect to cease acting as the Licence Holder. If it serves notice to that effect on the Landlord; the Landlord shall **within 10 working days** apply to the relevant authority for a new HMO or Selective Licence in the name of either the Landlord or a nominated third party and shall supply a copy of such application to the Agent. In the event that the Landlord fails to do so (or a new Licence is not issued within a reasonable period of time) the Agent shall be at liberty to apply to the relevant authority requesting that its HMO or Selective Licence be revoked; and
- upon termination of this agreement for whatever reason the Landlord shall **within 10 working days** apply to the relevant authority for a new HMO or Selective Licence in the name of either the Landlord or a nominated third party and shall supply a copy of such application to the Agent. In the event that the Landlord fails to do so (or a new Licence is not issued within a reasonable period of time) the Agent shall be at liberty to apply to the relevant authority requesting that its HMO or Selective Licence be revoked.

Photographs

28. Not to use photographs which are **copyrighted to the Agent** for any purposes and in particular advertising the Property or any other means of marketing it. If in breach of this clause the Landlord uses photographs belonging to the Agent or any third party a fee of **up to £100** will be payable as compensation.

Taxation

1. Register with His Majesty's Revenue and Customs ("HMRC") and complete a Tax Return annually and submit it to HMRC.
2. If the Landlord is resident overseas each person forming the Landlord must complete a form enabling HMRC to authorise the Agent to pay the rent without any tax deduction.
3. Failure to complete a form means basic rate tax will be deducted from all rent payments.
4. Tax will be deducted from the rent collected by **RMA Properties Ltd** and paid to HMRC quarterly. An annual return is submitted after the end of the tax year and a Certificate of Tax deducted is given to the Landlord. There is a fee for this service as shown in

Schedule 1.

5. The Tenant has a similar responsibility if paying the Landlord direct.
6. The link to HMRC for non-resident landlords is www.gov.uk/tax-uk-income-live-abroad/rent.

Deposit

RMA Properties Ltd holds the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an APT with the DPS. Full details of the DPS can be provided by **RMA Properties Ltd** together with the dispute procedure regarding deductions from the Deposit upon written request or from the relevant website. At the end of the Tenancy if there is a dispute about deductions either party has ninety days to decide whether to take the matter to adjudication through DPS. After that time, redress must be sought through the Court system.

If the Tenancy is outside the Housing Act 1988 the Deposit will be lodged within the Client Account of **RMA Properties Ltd** throughout the period of the Tenancy. No interest is payable on the Deposit. At the end of the Tenancy, the Deposit will be returned to the Tenant or other named party shown within the Tenancy Agreement.

Service Information

1. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for **RMA Properties Ltd** will be the address specified upon **page one** of the Agreement.
2. We trade as a Limited Company and our registered office address is **King Loose & Co, 5 South Parade, Summertown, Oxford, OX2 7JL**.
3. **The VAT number is 663 4245 36.**
4. We are members of the dispute and compensation scheme operated by **The Property Ombudsman (TPO)** and our **registration number is: D5927.**

General Legislation

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

Service of Notices

2. The service of notices on either party will be by hand delivery (deemed served the next working day), or first-class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered on the same day or the next working day after leaving the outbox of the sender to the e mail address of either party provided from time to time.

Rights of Third Parties

3. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of RMA Properties Ltd or their employees.

Negligence and Losses

4. The Landlord agrees not to take legal action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee, or agent of RMA Properties Ltd even where any of those persons have been negligent. This restriction will **not** operate to exclude any liability that cannot be excluded at law or to exclude the liability of **RMA Properties Ltd** for the acts or omissions of any of their partners, consultants, employees, or agents.
5. The Landlord must keep **RMA Properties Ltd** reimbursed and indemnified for and against any claim, damage, expense, or liability whether criminal or civil suffered by **RMA Properties Ltd** from and during the time **RMA Properties Ltd** is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract. **RMA Properties Ltd** reserves the right to have work carried out on the Landlord's behalf and charge for work to ensure the Landlord fulfils all contractual and statutory obligations.

Consumer Rights

6. **RMA Properties Ltd** and the Landlord must comply with the **Consumer Rights Act 2015**. Statements must be factually correct in all communications and **RMA Properties Ltd** must **not** give a potential tenant the wrong impression about the Property. Prior to marketing the Landlord should disclose any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a legal claim against the Landlord. We are required under the above Regulations to disclose this information to interested parties.

Amendment to Terms

7. RMA Properties Ltd reserves the right to vary the terms of this Agreement by giving **one** month's written notice.
8. RMA Properties Ltd can assign the rights and obligations in this Agreement to a third party upon giving the Landlord **one month's written notice**.

Warning

9. There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property registers up to three addresses with the Land Registry including an e mail address and an address abroad. RMA Properties Ltd strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on **www.gov.uk/protect-land-property-from-fraud** which provides guidance notes and access to the relevant form.

Privacy Policy

10. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, **RMA Properties Ltd** has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. The personal information of the Landlord will be used if we have a legitimate interest such as fees are not paid, and the matter is referred to a solicitor; or if **RMA Properties Ltd** is required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.

11. We will retain the Landlord's details for marketing purposes for **two years** unless the Landlord informs us in writing that those details should be deleted, unless the information may be required for legitimate purposes such as legal use or for reporting to HMRC. Such information is retained for **six years** from the end of the last Tenancy where instructed.
12. Any interest accrued on monies that **RMA Properties Ltd** hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs.

Third Party Fees

13. From time to time, we receive fees from contractors which we retain. This fee does not affect the quality of the service provided.

Money Laundering

14. To comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, and the Serious Crime Act 2015, **RMA Properties Ltd** require the Landlord to provide one proof of identity and one proof of residence, which can be selected from the list below. The Landlord should either send the original documents for copying and returning; or provide copies certified by a solicitor as genuine. Print outs of online bank statements or utility bills cannot be accepted.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as "Void")

List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If the Landlord is a public limited company a certified copy of the Certificate of Incorporation is required. If the company is not quoted, certified copies of any two of the following documents are needed:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, proof of identity and residence of one of the directors of the Company must be provided.

Termination

Either party has the right to terminate this Agreement in writing:

- 1 upon the Tenant's vacation of the Property.
- 2 if either party breaks any important term or condition of this Agreement during the Term of a Tenancy Agreement where **thirty days written notice** of the breach has been given by the other party, the breach has not been remedied, and monetary compensation is wholly inadequate.
- 3 if the Landlord is in major breach of any of the terms contained in this Agreement, or if you do or do not do something which makes it impossible, impracticable, or illegal for us to continue to perform our obligations under this Agreement.
- 4 either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- 5 If we terminate this Agreement for any reason, you will remain liable for our Commission for the **Let Only Service** as described in **Schedule 1** and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to some other person or organisation you might nominate.

Complaints and the Ombudsman

1. **RMA Properties Ltd** has a complaint handling procedure and redress schemes through **The Property Ombudsman (TPO)** (“the Ombudsman”). We are certain you will be happy with our service, but if there are any complaints they should be addressed initially to the office concerned marked for the attention of the TPO Complaints officer, **Ashley Bolton** by post, or email to **ashley.bolton@rmaproperties.co.uk**. If there is a complaint against any member of staff which cannot be resolved directly, the Agent operates an internal complaints redress scheme details of which can be given on request together with the time within which a reply will be received by the Landlord.

Cancellation of the Contract

- 1 If the Landlord signs this contract **away** from the offices of **RMA Properties Ltd** under certain circumstances the Landlord has the right to cancel this contract **within 14 days (the “Cancellation Period”)** without giving any reason.
- 2 The Cancellation Period will **expire after 14 days** from the signing of this Agreement.
- 3 To exercise the right to cancel, the Landlord **must inform RMA Properties Ltd** of their decision to cancel this contract by post to the address in the Particulars of the Agreement on **page 1**, or email to **(info@rmaproperties.co.uk)**
- 4 The Landlord may use the Cancellation Notice below before the Cancellation Period has expired.
- 5 If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred **not later than 14 days after the day on which RMA Properties Ltd** is informed about the decision to cancel this contract.
- 6 Under the Cancellation Regulations, **RMA Properties Ltd** cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that **RMA Properties Ltd** begin the service in writing by signing below.

**Schedule 1
Commission Fees and Charges**

1. Letting Only Service **2 weeks rent including VAT**
2. Rent Demand Service **12% including VAT**
3. Property Management Service **15% including VAT**
4. HMO Management Service **15% including VAT plus £350 including VAT to complete the HMO Licence Application in addition to local authority fee costs.**

OR £175 including VAT to undertake an HMO Licence renewal in addition to local authority fee costs.

5. Tenancy Set up Fee **£150 including VAT per tenant includes a £30 guarantor reference per tenant***
***Please note that the above amount of £30 is to be charged on an annual basis to cover both the guarantor and the tenant.**
6. Selective Licence Application: **£350 including VAT plus local authority fee costs**
7. Attending HHSRS Property inspections only with the Council: **£60 per hour including VAT.**

There is a minimum fee of **£1500 including VAT** for all the above Services or the percentage of the fee for each Service being the equivalent of six months' commission whichever is the greater even if not negotiated by RMA Properties Ltd.

8. Withdrawal from an Agreed Offer **£150 including VAT or higher if evidence provided of the work undertaken.**
9. Consultancy for the following:
 - additional visits to a property if we are managing;
 - waiting time at the Property;
 - having extra sets of keys cut;
 - arranging cleaning prior to the start of a Tenancy if not managing;
 - arranging safety checks;
 - installation of smoke alarms or carbon monoxide detectors;
 - obtaining consent from a lender or a Superior Landlord;

For each of the above: **£50 including VAT plus mileage if relevant at £0.45 pence per mile;**

10. Full Check Out [if Let Only (Tenant find) Service]: **From £200 including VAT.**
Dependent upon the number of rooms and/or size of the property and attending the property to conduct an updated Schedule of Condition. Negotiating the repayment and return of the security deposit.
11. Preparation of an Inventory by an inventory clerk
Charged at cost, with estimates available upon request. The cost will vary depending on the size, layout and furnishing level of the Property.
12. Preparation of the RMA Properties Ltd standard Tenancy Agreement:

If Landlord requires bespoke amendments: £120 including VAT

13. Preparation of a new contract for a non-Housing Act Tenancy: **£120 including VAT**
14. Visits during a void period for each visit (one every 2 weeks): **£50 including VAT**
15. Refurbishment works **as negotiated**
16. Tax retention for a non-resident landlord per quarter: **£60 including VAT**
17. Registration for the DPS (if requested as a separate service): **£50 including VAT**
18. Preparation of documentation for Court proceedings or TDS adjudication: **£250 including VAT**
19. Attendance at Court or a tribunal on behalf of the Landlord: **£400 including VAT per day plus the reasonable costs and expenses of RMA Properties Ltd.**
20. Service of a Section 13 Notice including comparables **£100 inc VAT**
21. Preparing documents for the First Tier Tribunal Hearing **£250 inc VAT**
22. Preparing, issuing or updating a Fire Risk Assessment: **£54 inc VAT per hour**
23. Legionella Risk Assessment: **£60 including VAT as arranged for the chosen company.**
24. Cost of specialist advertising or brochures: **details upon request but subject to additional charges.**
25. Sales Commission if Tenant purchases the Property **1% including VAT of the purchase price.**
26. Sale-related property administration (where specifically instructed): **£200 including VAT.**
Charged where the landlord specifically instructs the agent to undertake additional administration arising from a sale of the property during the tenancy.
27. Termination Fee: (in case of termination during the tenancy to cover the additional administrative costs incurred by the Agency in terms of preparing the handover including deposit, account and material information and keys): **£500.00 inc VAT**

Instructions to Market the Property

I/we wish **RMA Properties Ltd** to begin marketing the Property immediately.

Signed: _____

Print name: _____

Confirmation of Instruction

I/We confirm that there are no major repairs, construction, or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Property adjoining property or the building of which the Property forms part which may affect the letting of the Property except as noted below.

The Landlord confirms that the Property is **not** subject to any restriction on marketing, letting or re-letting arising from the use of **Ground 1 or Ground 1A** via the service of a notice of possession under Schedule 2 to the Housing Act 1988, as amended by the Renters' Rights Act 2025. The Landlord shall immediately notify RMA Properties Ltd if any such notice has been served or restriction may apply and shall indemnify **RMA Properties Ltd** against any loss, penalty, complaint or liability arising from any inaccurate or incomplete declaration.

I/We accept the Agreement including the above Terms and Conditions attached. I/we instruct (**RMA Properties Ltd**) to act on my/our behalf.

For use where the Landlord is an individual or group of individuals:

Signed by and on behalf of the Agent

Name: _____

Signature:

Position:

Date:

Signed by the Landlord

Landlord 1 Signature:

Date:

Landlord 2 Signature:

Date:

For use where the Landlord is a company:

Signed by and on behalf of the Agent

Name:

Signature:

Position:

Signed by and on behalf of the Landlord:

Name of the Landlord Company:

Company Registration Number:

Signed by and on behalf of the Company.

Name:

Signature:

Position:

Date:

Witnessed By (print name):

Occupation:

Signature:

SAMPLE

Cancellation Notice

Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Insert name and address and e mail address of person concerned.

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business signed on:

Name(s)

Address:

Signature(s):

SAMPLE