

TERMS AND CONDITIONS

1. Company Information

Robinson Residential Sales and Lettings Ltd is a limited company trading under the name Robinson Estate Agents, Company Registration No. 8649965. The directors are Edward Robinson BSc (Hons) MRICS and Helen Robinson MARLA.

We are members of the dispute and compensation scheme operated by The Property Redress Scheme (PRS) (www.theprs.co.uk)

We are members of the Royal Institution of Chartered Surveyors (RICS), ARLA Propertymark and NAEA Propertymark, and subscribe to the codes of conduct of those organisations.

As members of RICS we are part of their Client Money Protection Scheme (www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme)

2. Responsible Person

For the purposes of compliance with applicable legislation and regulatory obligations in England, the Responsible Person for this business is managing Director Edward Robinson. The responsible person has overall accountability for ensuring the agency operates in accordance with the law, including but not limited to consumer protection, anti-money laundering regulations, data protection requirements, and professional standards expected of estate agents. While day-to-day tasks may be delegated to staff, ultimate responsibility for the conduct of the business, its policies, and its adherence to statutory duties rests with the responsible person.

3. UK GDPR and Data Protection Act 2018

In order to comply with the UK GDPR and Data Protection Act 2018, we shall make every effort to keep personal details safe and secure. It may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collector companies etc. We will not divulge any personal contact details to any third party organisation for marketing purposes without prior

approval or where it is necessary to comply with statutory obligations. Our privacy policy can be found on our website - <https://robinsonestateagents.co.uk/privacy>

4. Robinson Residential Sales and Lettings Ltd provide three service categories:

Let Only

We will:

- Value and market the property at an agreed rental value
- Provide guidance on compliance, statutory provisions and letting consents
- Advise on refurbishments as required
- Take details, photographs and a floorplan of the property
- Arrange Energy Performance Certificate (EPC) prior to marketing*
- Arrange for Gas Safety Certificate, Electrical Installation Condition report (EICR), PAT testing, smoke alarm installation/testing, carbon monoxide alarm installation/testing and Legionnaires Risk Assessment if required*
- Co-ordinated marketing of the property to include main property portals, our own website and occasional social media marketing
- Erect a prominent To Let board where appropriate/possible
- Accompany prospective tenants on viewings and feedback to landlord as agreed
- Negotiate with tenant and landlord to agree terms of lease
- Confirm suitability of tenant with landlord prior to referencing
- Instruct a third party referencing agency to take up references to include employment, credit search, previous residential history, identification*
- Require landlord's approval of references
- Draw up a Lease*
- Arrange for an inventory and schedule of condition to be made up by a third party independent inventory company*
- Collect the first month's rent and deposit prior to commencement of the tenancy
- Arrange for the Check In of the tenant(s)*
- Register the deposit with and pay into the Tenancy Deposit Scheme (TDS)
- Account to the landlord upon receipt of written bank details less our agreed let fee and any contractor fees

Letting and Rent Collection

As Let Only plus:

- Collection of the rental income and remitting proceeds to the landlord within 14 days of receipt, via the BACS facility
- Submit monthly statement of account
- Chase late rent payments
- Serve notices on tenants where required*
- Annual Rent Review and rent negotiation*

Full Management

As Letting and Rent Collection plus:

- Pre-tenancy inspection and recommendation for any maintenance or improvement works
- Routine inspections of the property with a written report provided at least every 6 months
- Liaise with tenants on any issues regarding the property
- Report any defects which come to our notice or are reported by the Tenant

- Hold keys for the property
- Attend to day-to-day maintenance including minor repairs at the expense of the Landlord (charged at the contractor's cost). Minor works valued under £350, or where to avoid incurring a further contractor charge, works will automatically be approved without quotes or authorisation from the Landlord
- Obtain estimates for works or repairs valued over £350 and arrange for work to be undertaken subject to Landlord's instructions
- Arrange tradesmen as instructed by the landlord and oversee works accordingly* (major** work valued over £750 will attract an admin fee of 10% of the contractor's charge)
- Remit to contractors for works carried out on the property from rent received (unless otherwise agreed £250 balance is retained on the Landlord's account for emergency purposes)
- Account to Landlord on a regular basis – Monies due will be paid via the BACS facility where possible within 14 days of receipt
- Annual Statement
- Quarterly newsletter
- Assist in ensuring your property complies with current regulations*
- Arrange routine cleaning and repairs at lease end subject to Landlord's instructions*
- Arrange Check Out inspections and report at the end of the tenancy*
- Liaise with utility companies to establish final bills and cost to Landlords*
- Deposit negotiations*

*Additional costs may apply for these items.

****Major Works** is defined as any work that involves more complexity than a simple quote or routine repair. This typically includes, but is not limited to, projects that require multiple quotes or extensive communication to address the issue. It may involve coordination between more than one contractor, significant repairs or refurbishments, or any work that demands supervision and oversight. Additionally, major works often require additional site visits or inspections to ensure proper completion and compliance with standards.

5. The Landlord undertakes that:

- You are the legal owner of the Property and are entitled to enter into these Terms of Business in respect of the Property;
- If the Property is leasehold, you will obtain any necessary consent for letting and supply the Agent with a copy of the lease and the lessor's consent prior to the letting;
- You agree to provide proof of current ownership of the Property as may be required (including HM Land Registry documentation);
- You have received consent to let the Property from their mortgage provider and will supply a written copy of the consent to the Agent prior to the commencement of any let of the Property;
- The Property is fit to be let, compliant with all statutory requirements, and all appliances and goods are in full working order, serviced and have safety instructions for use;
- You acknowledge that the Property cannot lawfully be marketed to let without a valid Energy Performance Certificate (EPC). You will supply the Agent with a valid EPC prior to marketing, or authorises the Agent to obtain one at your cost. You also acknowledge that the EPC rating must be included in all marketing material in accordance with

current legislation, and agrees to notify the Agent promptly if the EPC becomes invalid or is replaced during the marketing period or any subsequent re-letting;

- You give consent to your personal data being given to Tenants, contractors, enforcement agencies, insurance providers, utility providers, other partners and property management software providers to enable the effective management of the Property and to comply with legal duties and/or for the purposes of carrying out the Services.

6. Regulations

- Inform us if there are any special terms which the tenant must adhere to.
- You must obtain Buildings Insurance on the property.
- Contents Insurance should also be maintained for all items included on the inventory (eg carpets, curtains, white goods). This should also include Public Liability cover.
- Certificate/s of Insurance must be sent to our offices upon renewal each year.
- You must notify your insurance company of your intention to let the property. If the property is vacant between tenancies and you require additional inspections to satisfy your insurance obligation, we reserve the right to charge these inspections as an additional cost.
- You will be liable for tax on income arising from letting your premises, you should seek advice from your accountant or the HMRC website. You should keep copy invoices and statements for 6 years. You should be aware that from time to time we are asked to provide information to HMRC about the rents we collect on behalf of landlords.
- Landlords who are not resident in the UK must obtain an approval number from HMRC, without which we are required to deduct tax at the prevailing rate. * We reserve the right to recover any Non Resident Landlord Tax, fees or interest charged by HMRC from the landlord. *
- It is the Landlord's responsibility to take all steps to ensure that actions are taken to protect your interests including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all action or other legal proceedings and arbitrations which may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

7. Maintenance of the Property

- It is the Landlord's legal responsibility to ensure that the Property is adequately maintained and compliant with the relevant legislation as in force or amended from time to time. To that end, the Landlord undertakes that:
 - (a) They shall supply furniture and equipment in the Property compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and/or the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025; and

- (b) The Property is compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy; and
- (c) The gas appliances and flues supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended), and the Tenants will be provided with a copy of the current Gas Safety Record prior to the start of the Tenancy; and
- (d) The electrical installation and all electrical equipment supplied by the Landlord comply with the Electrical Equipment (Safety) Regulations 2016 and the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020; and
- (e) The Property is compliant with Health and Safety Executive Approved Code of Practice (ACOP) L8 'The Control of Legionella Bacteria in Water Systems'; and
- (f) The Property is compliant with the Blind Cord Safety Regulation 2014.
- (g) While the requirements of Awaab's Law (Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025) apply to social landlords, private landlords are reminded of their statutory duties under Section 11 of the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 to ensure that the property is maintained in good repair, free from damp and mould, and safe for occupation
- (h) Where the Agent provides a full management service, the Agent will act promptly to investigate and arrange necessary remedial works in accordance with the terms of this agreement, and will inform the Landlord of any disrepair or hazard that may pose a risk to the Tenant's health, safety, or wellbeing. The Landlord agrees to authorise and fund such works without undue delay to ensure statutory compliance

- The Landlord remains legally responsible for compliance with all statutory requirements
- For managed properties, we will automatically arrange for the above inspections to be conducted through our approved contactors unless notified otherwise. The cost for these will be charged to the Landlord.
- You are responsible for the cost of Council Tax and utilities whilst a property is untenanted. Should you wish us to act on your behalf, those companies will require written authorisation from you
- It is agreed that a representative of Robinson Estate Agents may sign the Tenancy Agreement/s, documents, Prescribed Information and notices on your behalf.
- You agree to indemnify us against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on your behalf in pursuit of our normal duties.

8. We undertake that:

- We will carry out Right to Rent checks upon adult occupiers aged 18 or over in accordance with the Immigration Act 2014 and as amended from time to time

- We will carry out customer due diligence in accordance with the Money Laundering Regulations 2017; and the guidelines on financial sanctions set by the Office of Financial Sanctions Implementation (OFSI) in May 2025
- The deposit will be paid to and registered with the Tenancy Deposit Scheme (TDS) unless otherwise agreed.
- Disclaimer – wherever possible we will inform you of any changes to your responsibilities as a Landlord to ensure full compliance with current statutes, however we will not be liable for any non-compliance on the Landlord's part

9. Force majeure

Neither party shall be in breach of the Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control

10. Sole Agency

Sole Agency means the Agent shall have sole and exclusive rights to market the Property for sale or letting for the period of the sole agency and upon the letting of the Property the Agent shall be entitled to the Sole Agency Commission in accordance with the terms set out in these Terms of Business.

The minimum sole agency term shall be for a period of 6 weeks, after which there is a two week notice period.

Should another agent be instructed without notice to Robinson Residential Sales and Lettings Ltd, the withdrawal fee will be applied

11. Fees

Full Management	– 16.8% (14% +VAT) of agreed monthly rent, payable monthly in advance (minimum fee of £144 pcm)
Rent Collection	– 12% (10% +VAT) of agreed monthly rent, payable monthly in advance (minimum fee of £102 pcm)
Let Only	– 9.6% (8% +VAT) of the agreed term (minimum fee of £900)

Additional charges apply as per the table below.

Our fees will be charged for all tenants introduced by us to a property, and in the following circumstances:

- A Tenant initially viewed the property through Robinson but actually completed the tenancy through another agent or direct with the Landlord – please be careful when instructing additional agents as you may be liable for double fees
- We are instructed on a sole agency basis but another agent introduces a Tenant to the property and forms a binding contract for occupation
- The Management or Rent Collection service has been terminated after 12 months

We do not charge our monthly fees whilst a property is untenanted, although administration charges, contractor charges and associated major works charges will still apply. In the case of Let Only properties, fees will still remain payable for the introduction of the Tenant during our agency period, on whatever basis we are engaged.

You will be liable for any contractor costs that may have been incurred by us in carrying out our duties.

12. Third Party Transaction Service Provider (TPTSP)

We utilise LettsPay, a regulated Third-Party Transaction Service Provider (TPTSP), to process rental and related payments in the United Kingdom. LettsPay provides a secure platform that enables tenants to make payments directly into designated client money accounts using open banking technology. All funds are automatically reconciled in real time and distributed to landlords, contractors, and the agency in accordance with agreed instructions.

By using LettsPay, we ensure compliance with applicable UK legislation and professional standards, including the Estate Agents Act 1979, the Money Laundering Regulations 2017, and Client Money Protection requirements. While LettsPay facilitates the technical processing of funds, ultimate responsibility for safeguarding client money and ensuring compliance with statutory obligations remains with the agency's responsible person.

Rent received is held in a dedicated Client Account. Any interest received on this account will be retained by Robinson Residential Sales and Lettings Ltd.

13. Additional Charges

The following additional charges apply to all levels of service unless specified:

LANDLORD FEES	Inclusive of VAT
Set-up Fee (per new tenancy, referencing and checks up to two tenants included)	The equivalent of 2 weeks rent
Additional References (per person)	£30
Guarantor Fee (covering credit referencing and preparing a Deed of Guarantee)	£60
Permitted Occupier Fee (if addendum is required)	£48
Landlord Withdrawal Fee (before move-in, to cover the costs associated with marketing, advertising and tenancy set-up)	£300
Key Cutting	£24 (plus the cost of the key cutting)
Inventory	From £85 depending on the size of the property. Charged at contractor's cost.
Check In and Check Out	£103 - £411 depending on size of property. Charged at contractor's cost
Preparation of renewal of Tenancy Agreement (includes rent review, contract negotiation, drawing up of tenancy agreement, arranging for signing of agreement)	£150 (applicable until 30/4/26)
Preparation of documents for moving to a periodic tenancy	£105 (applicable until 30/4/26)

Rent Review for periodic tenancies. Additional charges may apply if preparation and serving of notices is required.	£105
Rent review and service of Section 13 Notice (combined)	£175 (applicable from 1/5/26)
Fee for overseeing works valued over £750 (major works)	10% of contractor's charge
Register with statutory Database (not including scheme fees)	£30
Right to rent rechecks (per person) for non UK Citizens	£45
Additional visits to property as requested by the landlord	£45
Interim Inspection and report for Let only and Rent Collection properties	£120
Arrange Safety Inspection or EPC for Let only and Rent Collection properties (per contractor)	£30
Duplicate Statements (per statement)	£12
Annual Statement for Let only and Rent Collection properties	£12
Hand over Fee (to another agent including all safety certificates currently held)	£150
End of Tenancy Management for Let only and Rent Collection properties (not including dispute resolution)	£300 (Fee only – this does not include the possible cost of contractors/outstanding utility bills etc)
Submission of non-resident Landlords receipts to HMRC if instructed by landlord	£60/quarter
Fee for overseeing work conducted between tenancies (including refurbishments) and work conducted for Let only and Rent Collection properties	10% of contractor's charge with a minimum fee of £30 (£25+VAT)
Fee for drawing up and submitting Notices (including but not limited to Sec 8 and Sec 21 Housing Act 1988 and Sec 47 and 48 Landlord and Tenant Act 1987)	£120
Any work conducted towards Dispute Resolution, Tribunals or Court Cases or any other matter outside the routine management of the property (including and not limited to deposits, insurance claims, evictions and tribunals)	£45/hr
Court and Tribunal Attendance	£120/hr

TENANT FEES	Inclusive of VAT
Security Deposit (per tenancy, rent under £50,000pa)	Five weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Security Deposit (per tenancy, rent over £50,000pa)	Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.

Unpaid rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears. We reserve the right to charge £15/hr for work carried out under exceptional circumstances.
Lost key(s) or other Security Device(s)	Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant.
Variation of Contract (Tenant's request)	£50 (inc. VAT) per request for variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents.
Change of Sharer (Tenant's request)	£50 (inc. VAT) per request for replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.
Early Termination (Tenant's request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. The rent referred to in the previous sentence shall be no more than the maximum amount outstanding on the Tenancy at the time of the start of the replacement Tenancy. The Tenant(s) will be required to vacate the Property five working days before the start of the replacement Tenancy. The Tenant will be responsible for all costs as per the Tenancy Agreement until the start date of this new Tenancy.
Damage to the property, fixtures and fittings, or for missing items	The tenant is liable for the cost to the landlord
Missed contractor appointment	The tenant is liable for the cost to the landlord

TENANT FEES (where the tenant is a Company)	Inclusive of VAT
Security Deposit	Six weeks' rent. This covers damages or defaults on the part of the tenant during the tenancy.
Set Up Fee (per new tenancy, referencing and checks up to two tenants included)	Equivalent of 2 weeks rent
Additional References	£48
Guarantor Fee (covering credit referencing and preparing a Deed of Guarantee)	£48
Permitted Occupier Fee	£48
Check In	From £80 depending on size of property. Charged at contractor's cost
Renewal Fee	£105 to be paid by Tenant £105 to be paid by Landlord
Preparation of documents for moving to a periodic tenancy	£75 to be paid by Tenant £75 to be paid by Landlord
Unpaid rent	Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears. We reserve the right to charge £15/hr for work carried out under exceptional circumstances.
Variation of Contract/Change of Sharer	£144
Lost key(s) or other Security Device(s)	£24 (plus the cost of the key cutting)
Additional Visits to property as requested by the company tenant	£60
Right to rent re-checks	£96
Early Termination (Tenant's request)	Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. The rent referred to in the previous sentence shall be no more than the maximum amount outstanding on the Tenancy at the time of the start of the replacement Tenancy.
Damage to the property, fixtures and fittings, or for missing items	The tenant is liable for the cost to the landlord
Missed contractor appointment	The tenant is liable for the cost to the landlord.

14. Assignment

We reserve the right to assign our rights and or obligations under this agreement upon giving you three months' written notice.

15. Dispute, Rent Arrears, Serving of Notices, Additional Services

In the above circumstances, we reserve the right to charge an additional fees for the drafting of Notices and additional work over and above the day-to-day management of a property. This includes but is not limited to delivering Notices or any dispute resolution including those arising from deposits. We reserve the right to charge a fee for attending Court on your behalf.

16. Termination

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

- a) 12 months after the start of a new tenancy, providing 3 months written notice;
- b) If we break any important term or condition of this Agreement during the term of occupancy where 30 days written notice of the breach has been given and the breach has not been remedied;
- c) If you are in major breach of any of the terms in this agreement or if you do something which makes it impossible, impractical or illegal for us to continue to perform our obligations under this Agreement;
- d) If you ask us to carry out an unlawful instruction;
- e) Either party carries out or suggests that the other carries out any form of unlawful discrimination.

Should you wish to terminate this Agreement, you must do so in writing stating the date you wish us to cease acting on your behalf. You will remain liable for the agency fee for the remainder of the initial 12 months after the start of a new tenancy. You will remain liable for any contractor fees or expenses made on your behalf.

To change the level of our service from Full Management to Rent Collection services, we require 3 months' notice, not to be given before month 12 of the initial tenancy. Please also note that Let Only fees (see above) will still remain payable for the introduction of the Tenant during our agency period, on whatever basis we are engaged.

17. Cooling Off Period (14 days)

Notwithstanding the provisions of Section 16 above, you have the right to cancel your instruction with us within 14 days of signing the contract. You must cancel in writing and agree to pay the withdrawal fee of £300 as well as any contractor costs that may have been incurred by us in carrying out our duties before the cancellation of the contract.

18. Complaints Procedure

Our complaints procedure is detailed on our website
<https://robinsonestateagents.co.uk/complaints-handling-procedure/>

19. Sale of Property

If the Tenant purchases the property from the Landlord, a fee of 0.5% plus VAT of the purchase price will become due and be payable by the Landlord to Robinson Residential Sales and Lettings Ltd. If the property is sold with a tenant in situ and the management taken over by another agent or person, we reserve the right to charge a hand over fee as per these Terms of Business.

20. Variation of Terms of Business

Robinson Residential Sales and Lettings Ltd reserves the right to update these Terms and Conditions with 3 months notice.

CLIENT MONEY PROTECTION



www.rics.org/uk/upholding-professional-standards/regulation/firm-regulation/client-money/cmp-scheme/

INDEPENDENT REDRESS



www.theprs.co.uk

DEPOSIT SCHEME



<https://www.tenancydepositscheme.com>

PROFESSIONAL MEMBERSHIP



<https://www.propertymark.co.uk/>



Robinson Residential Sales and Lettings Ltd trading as Robinson Estate Agents
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VAT registration number: 190746488

