



BURLINGTON

ESTATE AGENTS

RESIDENTIAL LETTINGS

Lettings Terms of Business

Newkeys4me Ltd trading as Burlington Estate Agents

Residential lettings terms tailored for landlord instruction and managed services.

Company number	12513830
VAT number	351108927
Head Office	124 City Road, London EC1V 2NX
Registered office	64 Upper Mulgrave Road, Sutton, SM2 7AJ
Redress scheme	Property Redress Scheme (PRS021997)

Client issue template: complete the commercial schedule before signature and issue with the relevant cancellation notice where applicable.

A. Commercial schedule

Complete this schedule before issue. Where a term is not applicable, write “Not applicable” so the client has one complete signed record.

Commercial schedule item	Agreed detail
Property address	_____
Service level	Tenant-find only / Let and rent collection / Fully managed (delete as applicable)
Initial letting fee	_____
Management fee	_____
Renewal or re-let fee	_____
Inventory / check-in / check-out / referencing charges	_____
Repair spend authority without further approval	£ _____ per item / emergency authority only
Client money handling	Rent / deposit / float / contractor payments as applicable

Good practice note Issue these terms together with the agreed fee confirmation, relevant compliance notices and any prescribed cancellation information where the agreement is signed away from business premises or at a distance.

1. Parties, property and instruction

These terms set out the basis on which Burlington acts for the landlord in relation to the proposed letting and, if selected in the schedule, ongoing rent collection and/or management of the property identified in the commercial schedule.

The landlord confirms that they are legally entitled to let the property and that any lender, superior landlord, insurer or other third party consents required for the letting have been or will be obtained before occupation starts.

2. Service options and scope

The agreed service level is shown in the commercial schedule. A tenant-find service usually ends once a tenancy has been entered into and the tenant has taken occupation, unless additional work is expressly included. Rent collection and fully managed services continue during the tenancy until terminated in accordance with these terms.

Where Burlington provides a managed service, our role may include routine communication with the landlord and tenant, arranging contractors, coordinating maintenance, collecting rent, paying authorised outgoings from client money and assisting with renewals, check-out and deposit administration where agreed.

- marketing the property and arranging viewings
- obtaining references and progressing the tenancy
- preparing or arranging tenancy paperwork and pre-tenancy compliance steps
- collecting rent and forwarding statements where that service is selected

3. Landlord responsibilities and legal compliance

The landlord remains responsible for the property, the condition of the property, the accuracy of all information given to Burlington and the landlord's legal obligations. This includes ensuring that all required safety, licensing, consent and property information is in place before and during the tenancy.

The landlord must promptly provide valid compliance documents and updates including, where applicable, gas safety records, electrical safety documentation, EPC information, deposit prescribed information support, licensing information, instruction regarding alarms, manuals, warranties and contact details for emergencies.

- tell Burlington immediately about any disrepair, insurance issue, claim, notice, dispute or enforcement action
- maintain suitable buildings and landlord liability insurance
- keep mortgage, lease and superior landlord obligations under review
- inform Burlington of any intended sale, refinance, possession action or change of ownership

4. Fees, deductions and client money

The fees for the selected service are set out in the commercial schedule. Burlington may deduct agreed fees and authorised disbursements from rent received before remitting the balance to the landlord unless another payment arrangement is agreed in writing.

Where Burlington holds client money, statements and remittances will usually be issued electronically. The landlord must maintain an agreed float if required for managed services so that routine contractor invoices and compliance costs can be paid promptly.

5. Repairs, contractors and emergencies

For managed properties, Burlington may instruct contractors without prior landlord approval where immediate action is reasonably necessary to protect people, the property or the landlord's legal position.

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In non-emergency cases, Burlington will normally seek approval above the spending authority shown in the schedule.

Burlington is entitled to rely on the advice of suitably qualified contractors and is not responsible for the workmanship, insolvency or delay of independent contractors or suppliers, provided reasonable care has been taken in selection and instruction.

6. Deposits, tenancy administration and possession matters

Where a tenancy deposit is taken and Burlington is responsible for handling it, Burlington may protect the deposit in an authorised tenancy deposit scheme and deal with prescribed information and end-of-tenancy administration in accordance with the agreed service level and the scheme rules.

Burlington may assist with tenancy renewals, rent reviews, notices and possession administration if agreed, but does not provide legal advice and may recommend that the landlord instruct a solicitor or specialist adviser.

7. Sanctions, identity checks and lawful instructions

Burlington may request identity evidence and other compliance information from landlords, tenants, guarantors and occupiers and may carry out sanctions or other screening where legally required or reasonably necessary for compliance purposes.

Burlington may suspend work, withhold remittance or decline to proceed with an instruction where compliance concerns arise or where acting would expose Burlington to legal or regulatory risk.

8. Termination and continuing fees

Either party may terminate the ongoing service in accordance with the notice period stated in the commercial schedule, subject to Burlington completing any work already in progress and accounting for money held. Fees already accrued remain payable.

If the landlord proceeds with a tenancy to a tenant introduced by Burlington during the instruction period, the agreed introduction fee remains payable even if the tenancy commences after termination.

9. Complaints, privacy and general matters

Complaints should first be raised through Burlington's internal complaints procedure, after which eligible complainants may refer the matter to the Property Redress Scheme. These terms are governed by the law of England and Wales.

Burlington processes personal data in accordance with its Privacy Policy and may share information with tenants, contractors, referencing providers, deposit schemes, utility and compliance providers, insurers and professional advisers where lawful and necessary.

Final. Signatures

These terms take effect when signed by or on behalf of the client and Burlington Estate Agents. The signed copy should be retained on the instruction file together with the completed schedule and any updates agreed in writing.

For the Client	For Burlington Estate Agents
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____