OWEN LYONS .COM LETTINGS

Owen Lyons Estate Agents

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Tel: 01375 399 499 Email: property@owenlyons.com

Terms of Business

Our professional qualifications and the subscriptions we pay, help us help you, by keeping you up to date with the constant changes in the laws and regulations and providing you total peace of mind when dealing with our professional team.

The Property Ombudsman

arla | propertymark PROTECTED

TDS Tenancy Deposit Scheme member

Thurrock's Leading Licensed Agents

Why use a Propertymark Protected agent like Owen Lyons?

As ARLA Propertymark members, we provide a higher standard of professionalism, protection, and accountability for landlords and tenants alike.

With a Propertymark Protected agent, you benefit from:

- Compliance with a nationally recognised code of practice
- Membership of an independent redress scheme for added peace of mind
- Professional indemnity insurance protection
- Experienced, qualified professionals who undertake regular training to stay up to date with changing legislation and industry best practice
- Staff qualified in property management and lettings to a minimum Level 3 standard
- Client money protection through Propertymark, safeguarding your income
- Secure handling of client funds in a dedicated client account, independently inspected every year

Not all letting agents offer these standards of protection and accountability.

Complete peace of mind comes from our high standards


arla | propertymark
PROTECTED
This is to certify that
Colin Owen MARLA, MNAEA
is a member of ARLA Propertymark


arla | propertymark
PROTECTED
This is to certify that
Matthew Cheeseman FNAEA, FARLA
is a member of ARLA Propertymark

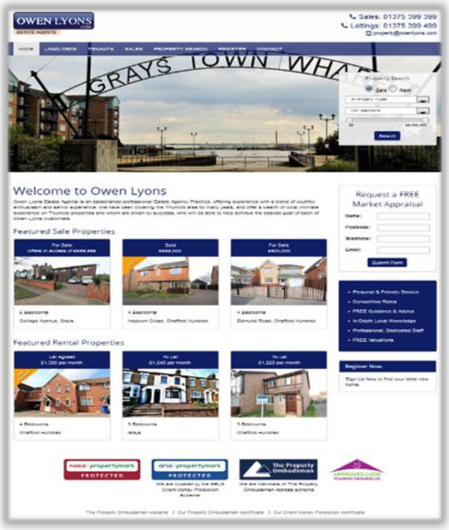

propertymark cmp Client Money Protection
DETAILS OF YOUR AGENT
Colin Owen & Matthew Cheeseman
Trading as Owen Lyons
Security Certificate
The Client Money Protection (CMP) Security Certificate confirms your money is protected by the Propertymark CMP scheme and that you can claim back money lost in the event of the CMP scheme member goes into liquidation or misuses your funds.
HOW TO CLAIM
CMP RULES AND APPLICATION FORM

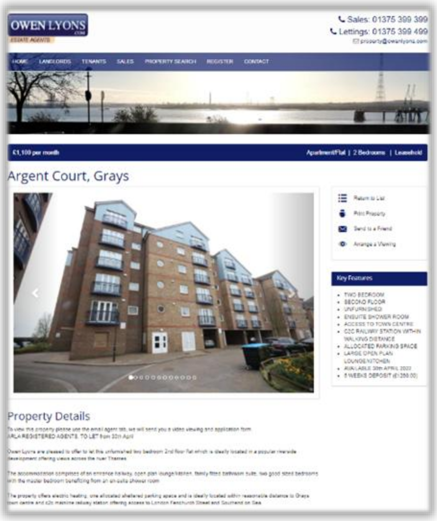
What sets us apart from other agents

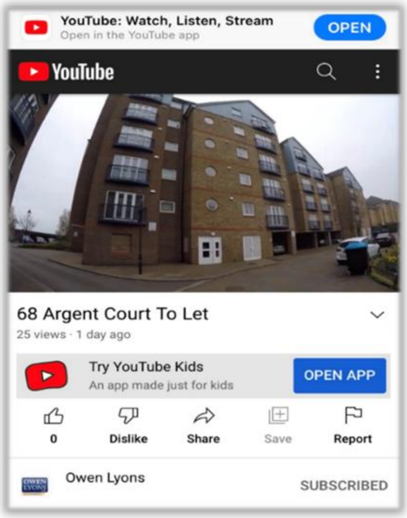
Owen Lyons Estate Agents is an established and professional estate agency, combining extensive local knowledge with a dynamic and experienced team. Having served the Thurrock area for over 30 years, we offer in-depth expertise across the local property market and are committed to delivering successful outcomes for every client.

Our dedicated team combines youthful enthusiasm with senior industry experience, ensuring a proactive and professional service tailored to each customer's individual goals.

We also provide high-quality property marketing, including professional property details and virtual tours available through the Owen Lyons website and our YouTube Channel



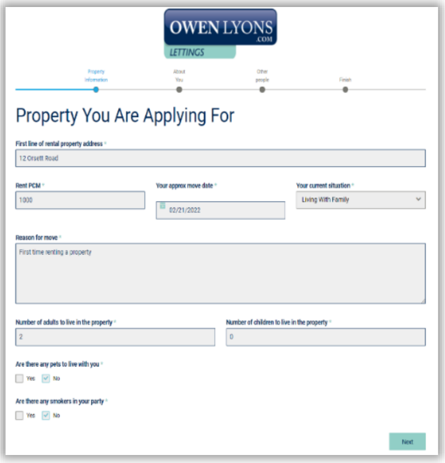




You will also find us on the following online portals

Finding you the right Tenant and protecting your investment

We carefully pre-qualify all prospective applicants before any property viewings take place through a comprehensive screening and application process. This detailed approach helps ensure that only suitable and serious candidates proceed to the viewing stage, saving you valuable time, reducing unnecessary disruptions, and minimising marketing and administrative costs.

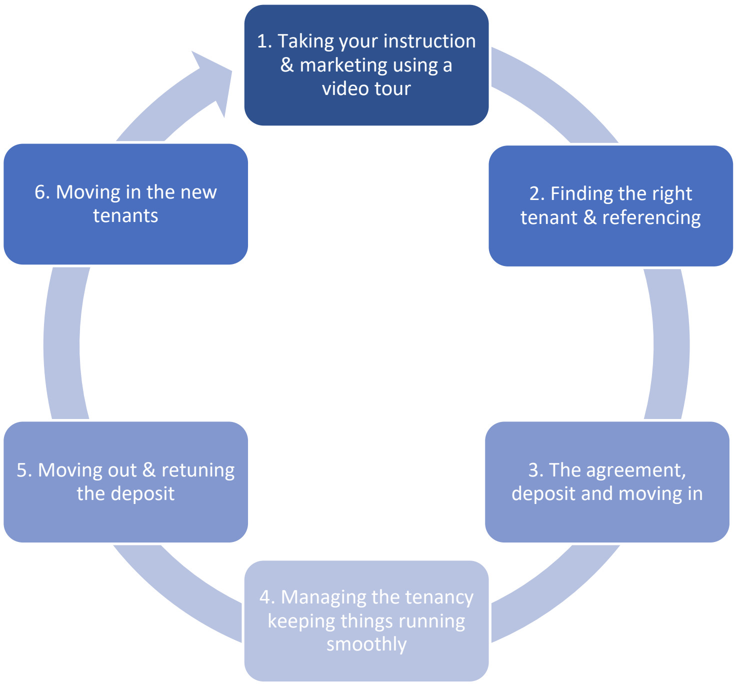


We undertake a comprehensive compliance and referencing process for all prospective tenants to ensure a secure, transparent, and fully compliant tenancy experience. Our thorough screening procedures include professional tenant referencing through Goodlord, incorporating identity verification, credit checks, employment and income validation, affordability assessments, and previous landlord references.

In addition, we carry out Anti-Money Laundering (AML), Politically Exposed Persons (PEPs), and sanctions checks using Red Flag Alert to support regulatory compliance and help mitigate financial and reputational risk. We also complete all required Right to Rent checks in accordance with current UK legislation, ensuring tenants have the legal right to reside in the United Kingdom.

This comprehensive approach provides landlords with added peace of mind while helping to ensure that all tenancies are managed professionally, responsibly, and in full compliance with current regulations.

Our **<u>Management Business Model</u>** is designed to provide complete support and oversight from the moment you hand over the keys to your property until the day they are returned to you. We manage every stage of the tenancy process with professionalism, transparency, and attention to detail, ensuring your property is cared for throughout the entire lifecycle of the tenancy. From marketing and tenant sourcing to compliance, rent collection, maintenance coordination, inspections, and end-of-tenancy management, our service is structured to give landlords total peace of mind while maximising the long-term performance and protection of their investment.



<u>Government Regulations and Legal Requirements for Residential Lettings</u>

<u>Right to Rent Checks</u>

In accordance with current UK Government legislation, landlords and letting agents in England are legally required to carry out Right to Rent checks before the start of a tenancy. These checks confirm that all adult occupiers aged 18 or over have the legal right to rent property in England. As part of this process, identification and immigration documents may be verified directly with the Home Office where required.

<u>PEPs, Sanctions, Identity Verification & Anti-Money Laundering Checks</u>

In line with current UK Anti-Money Laundering (AML) legislation and Government regulations, letting agents are required to carry out identity verification and financial compliance checks on relevant clients and transactions.
These checks may include:

- Verification of identity and address documentation (IDV)
- Politically Exposed Persons (PEPs) screening
- Financial sanctions checks against UK Government and international sanctions lists
- Anti-Money Laundering (AML) due diligence checks

These measures are designed to help prevent fraud, money laundering, terrorist financing, and other financial crimes within the property sector. Checks will be carried out electronically through approved third-party compliance providers and, where necessary, additional documentation or information may be requested to satisfy legal and regulatory obligations. Failure to provide satisfactory identification or supporting documentation may result in delays or an inability to proceed with a tenancy or property transaction.

The Tenancy Agreement, Deposit & Move-In Process
We manage the full tenancy setup process, including preparing the tenancy agreement, collecting and protecting the deposit, and arranging the tenant's move-in. Our Assured Periodic Tenancy (APT) agreements are professionally drafted in line with current legislation and industry best practice, and are approved by ARLA Propertymark.

Our Lettings Process

1. Marketing your property, including photography and video tours
2. Finding suitable tenants and carrying out comprehensive referencing
3. Preparing tenancy agreements, securing deposits, and managing move-ins
4. Managing the tenancy and ongoing property maintenance (Included with full management service)
5. End of tenancy procedures and deposit returns (Included with full management service)
6. Preparing the property for new tenants (Included with full management service)

Inventories & Schedule of Condition
A detailed inventory is completed at the start of every tenancy. This includes written descriptions, meter readings, and photographic evidence documenting the condition of the property and its contents. Tenants are also provided with details relating to utility suppliers to assist with setting up their accounts.

Tenancy Deposit Protection
A tenancy deposit is collected before the tenant moves into the property to cover potential rent arrears or damages, subject to fair wear and tear and current deposit adjudication guidelines. Under the Housing Act 2004, all deposits taken in England must be protected within a Government-approved tenancy deposit protection scheme within the required legal timescales.
Owen Lyons Estate Agents are members of the Tenancy Deposit Scheme (TDS).

Documents Required at the Start of a Tenancy
Before a tenancy begins, tenants must be provided with the following documents where applicable:

- Assured periodic tenancy agreement
- A valid Energy Performance Certificate (EPC)
- A current Gas Safety Certificate
- An Electrical Installation Condition Report (EICR)
- Prescribed information relating to the tenancy deposit protection scheme

Failure to provide certain prescribed documents may affect a landlord's legal rights, including the ability to serve notice.

Smoke & Carbon Monoxide Alarm Regulations
Under the Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022, landlords in England must ensure:

- At least one smoke alarm is installed on every storey of the property used as living accommodation
- A carbon monoxide alarm is fitted in any room containing a fixed combustion appliance, excluding gas cookers
- All alarms are tested and confirmed to be in working order at the start of each tenancy

Failure to comply with these regulations can result in financial penalties issued by the local authority.

Water Safety & Legionella
Landlords are responsible for ensuring that the property's water supply and systems are maintained and in safe working order.
A Legionella risk assessment should also be carried out to assess and manage the risk of exposure to Legionnaires' disease.

Electrical Safety Requirements
All privately rented properties in England are legally required to have a valid / satisfactory Electrical Installation Condition Report (EICR).
Electrical inspections must be carried out at least every five years by a qualified and competent electrician, with copies provided to tenants.
Failure to comply can result in enforcement action and financial penalties of up to £30,000.

Gas Safety Certificate
Gas Safety Certificates are legally required for all properties containing gas appliances and must be renewed every 12 months. The inspection must be carried out by a qualified and Gas Safe registered engineer to ensure all gas appliances, fittings, and flues are safe and compliant with current regulations. A valid Gas Safety Certificate must be provided to tenants at the start of the tenancy and within 28 days of each annual inspection being completed.

Property Licensing, HMOs & Selective Licensing in Thurrock

Certain rental properties require licensing from the local authority, including Houses in Multiple Occupation (HMOs) and properties located within designated selective licensing wards.

Licensing requirements, fees, and property standards vary between local authorities. Landlords should ensure they fully comply with all licensing obligations before letting a property.

HMO Licensing

Under current legislation, properties occupied by multiple unrelated tenants may require either Mandatory HMO Licensing or Additional HMO Licensing.

This typically applies to:

- Properties occupied by 5 or more tenants forming 2 or more households (Mandatory HMO Licensing)
- Smaller HMOs occupied by 3 or 4 tenants forming 2 or more households where an Additional Licensing scheme applies

Licensed HMOs must meet specific management, amenity, fire safety, and room size standards.

Failure to obtain the appropriate licence may result in significant financial penalties, prosecution, Rent Repayment Orders, and restrictions on serving possession notices.

Selective Licensing in Thurrock

Thurrock Council currently operates selective licensing schemes covering a large proportion of privately rented properties within the borough. Under these regulations, landlords are be legally required to obtain a licence for privately rented properties, even where the property is not an HMO.

Selective licensing in Thurrock applies to most privately rented properties located within designated wards across the borough, including properties occupied by single tenants, couples, or families.

The current designated licensing areas include:

- Aveley and Uplands
- Belhus
- Chadwell St Mary
- Chafford and North Stifford
- Corringham and Fobbing
- East Tilbury
- Grays Riverside
- Grays Thurrock
- Little Thurrock Rectory
- Ockendon
- South Chafford
- Stanford East and Corringham Town
- Stanford-le-Hope West
- Tilbury Riverside and Thurrock Park
- Tilbury St Chads
- West Thurrock and South Stifford

Landlords operating licensable properties without the correct licence may face enforcement action, including civil penalties, prosecution, Rent Repayment Orders, and restrictions on serving Section 8 notices. Further guidance and application information can be found via the Thurrock Council Property Licensing Portal

Landlord Responsibilities

Landlords have a legal duty to ensure that rental properties are safe, well maintained, and fit for habitation throughout the tenancy.

This includes responsibility for:

- Maintaining the structure and exterior of the property
- Keeping installations for water, gas, electricity, sanitation, heating, and hot water in good repair and proper working order
- Ensuring the property is free from serious health and safety hazards
- Arranging annual gas safety inspections where gas appliances are installed
- Providing a valid EPC and maintaining the required minimum energy efficiency standards
- Installing and maintaining smoke and carbon monoxide alarms
- Carrying out electrical safety inspections
- Obtaining any required property licences
- Maintaining appropriate buildings insurance cover

- Ensuring tenants understand how to safely operate key appliances and systems within the property

Tenants should be encouraged to report maintenance issues promptly so they can be addressed efficiently.

Mortgage & Landlord Consent
If your property is subject to a mortgage, you must ensure that you have the appropriate consent to let from your mortgage lender or that the property is covered by a suitable Buy to Let mortgage product before the tenancy begins.
Landlords should also ensure they understand and comply with all relevant tax obligations associated with rental income and property ownership.

Non-Resident Landlords
Landlords who reside outside the UK for more than six months of the year may fall within the Government's Non-Resident Landlord (NRL) Scheme.
Under the scheme, landlords are required to complete an NRL1 form, available from HM Revenue & Customs (HMRC), to apply for rental income to be paid without tax deducted at source.
Where HMRC approval has not been obtained, letting agents are legally required to deduct the basic rate tax from the rental income collected and forward this directly to HMRC in accordance with current regulations.
Further information can be found online; search; HMRC Non-Resident Landlord Scheme.

MANAGING THE TENANCY AND KEEPING THINGS RUNNING SMOOTHLY

Periodic Property Inspections
Regular property inspections will be carried out during the tenancy.
These visits help monitor the condition of the property, identify any maintenance concerns, and ensure the tenancy obligations are being met. Inspection reports and photographs, where appropriate will be sent to Landlords by email and retained on file for reference.

Repairs & Maintenance
Landlords have a legal responsibility to keep the property in good repair and ensure it remains safe and fit for human habitation throughout the tenancy.
Where maintenance issues are reported by tenants, landlords will be notified and, upon instruction, suitably qualified contractors may be arranged to inspect, quote, and carry out any necessary works.
All contractors instructed should hold appropriate qualifications, certifications, and public liability insurance where applicable.
This includes compliance with statutory obligations relating to:

- Gas safety
- Electrical safety
- Fire and smoke alarm regulations
- Water safety and Legionella risk management
- Repairing obligations under the Landlord and Tenant Act 1985
- The Homes (Fitness for Human Habitation) Act 2018

If a tenant raises concerns regarding the condition of a property and repairs are not addressed within a reasonable timeframe, the tenant may contact the local authority for inspection under the Housing Health and Safety Rating System (HHSRS).
Where serious hazards are identified, the local authority may serve formal enforcement notices, including Improvement Notices or Emergency Remedial Action Notices.
Failure to comply with statutory notices may result in prosecution or civil financial penalties of up to £30,000.
In certain circumstances, where a relevant Improvement Notice has been served, landlords may be restricted from serving a valid Section 8 notice for a specified period in accordance with current legislation.

Rent Reviews & Rent Increases
Rent increases can only be carried out in accordance with current legislation and the terms of the tenancy agreement.
For periodic tenancies in England, rent may generally only be increased annually:

- By mutual agreement with the tenant;
- By serving a formal notice in the prescribed legal format in accordance with Section 13 of the Housing Act 1988

Any proposed rent increase must be fair, reasonable, reflective of current market conditions and must give the tenants two months notice.

MOVING OUT & RETURNING THE DEPOSIT "We take care sorting all this for you"

Ending the Tenancy

The tenancy can be brought to an end by either the landlord or tenant in accordance with current legislation and the terms of the tenancy agreement. In some circumstances the landlord can accept a surrender from the tenant/s by negotiation and subject to agreement between tenant/s and landlord/s.

Landlord Notice
Subject to current Government legislation and compliance requirements, landlords may seek possession of a property by serving the appropriate legal notice.
As of the 1st May 2026 we can now only serve:

- **Section 8 Notice** – used where grounds for possession exist, such as rent arrears, breach of tenancy obligations, anti-social behaviour, or other grounds set out under the Housing Act 1988. Please note certain grounds cannot be used within the first 12 months of the tenancy.

Notice periods and legal procedures are subject to change and must comply with the legislation in force at the relevant time.

Tenant Notice
Tenants may end the tenancy subject to the terms of the tenancy agreement they signed. Tenants are required to provide at least two month's written notice, ending in line with the tenancy unless otherwise agreed.

Deposit Returns
Where the tenant has complied with the terms of the tenancy agreement and fulfilled their obligations, the tenancy deposit must be returned at the end of the tenancy.

Deductions from the deposit may only be made where supported by appropriate evidence and may include:

- Unpaid rent or bills
- Damage beyond fair wear and tear
- Missing items
- Cleaning costs where the property is not returned in substantially the same condition as at the start of the tenancy, allowing for fair wear and tear

Landlords cannot make deductions for reasonable wear and tear resulting from normal use of the property.
Evidence supporting any proposed deductions may include inventories, check-in and check-out reports, photographs, invoices, quotations, and tenancy records.
Under tenancy deposit protection regulations, any agreed deposit balance must normally be returned within 10 days of agreement between the parties. Where a dispute arises regarding proposed deductions, either party may refer the matter to the relevant tenancy deposit protection scheme's Alternative Dispute Resolution (ADR) service.
Tenancy Deposit Scheme (TDS) provides an independent dispute resolution service for protected deposits.
Tenants remain responsible for paying rent in full throughout the tenancy and should not withhold rent on the assumption that deductions will later be made from the tenancy deposit.

WHAT IF THINGS GO WRONG?

Rent Protection & Legal Expenses Cover (Management Only Terms & Conditions)
Rent protection and legal expenses insurance can provide landlords with financial protection in the event of tenant rent arrears and may assist with legal costs associated with recovering possession of a property, subject to the terms, conditions, and limits of the policy provider.
Policies typically include:

- Cover for rental arrears up to the policy limit
- Legal expenses associated with possession proceedings
- Access to legal advice and support services

Levels of cover, eligibility criteria, excesses, waiting periods, and claim limits vary between insurers. A quotation for rent and legal protection insurance can be provided upon request.
To maintain continuous protection, landlords should review and renew any policy prior to expiry where appropriate.

Rent Arrears
If a tenant experiences financial difficulty or falls into rent arrears, we encourage early communication to help identify a suitable resolution wherever possible.
We will:

- Keep landlords informed of any arrear's situation
- Maintain regular communication with the tenant
- Seek repayment arrangements where appropriate
- Advise landlords on the options available under current legislation and tenancy terms

Any action taken in relation to arrears must comply with current housing legislation, debt recovery procedures, and the tenant’s legal rights.

Possession Proceedings & Tenant Eviction
Under current legislation, tenants can only be lawfully removed from a property through the legal possession process and, where required, enforcement by a court-appointed bailiff or enforcement officer.
Landlords must serve the correct legal notice and comply with all statutory requirements before applying to the court for possession.

Changes Under the Renters’ Rights Act
The UK Government’s reforms include legally defined grounds for possession, such as:
- Serious rent arrears
- Anti-social behaviour
- Breach of tenancy obligations
- Landlord intention to sell or occupy the property; (if used there are restrictions for 12 months on renting the property)
- Other statutory grounds are set out in legislation

Notice periods, possession grounds, and court procedures will remain subject to the legislation in force at the relevant time.

Section 8 Notices
Where possession grounds exist under the Housing Act 1988 (as amended), landlords may seek possession by serving a Section 8 Notice and following the appropriate legal process.
Grounds may include:
- Persistent or serious rent arrears
- Breach of tenancy agreement
- Anti-social behaviour
- Damage to the property
- Landlord intention to sell or occupy the property; (if used there are restrictions for 12 months on renting the property)

Court proceedings may still be required where the tenant does not vacate voluntarily.

Landlord Full Management Fees; (all fees are including vat)

Tenancy Set-Up Fee
At the commencement of a new tenancy, a tenancy set-up fee is payable by the landlord to cover the administration and compliance work required to successfully market and establish the tenancy.
This fee typically includes:
- Marketing the property
- Arranging viewings and negotiating terms
- Tenant referencing and affordability checks
- Identity verification, Right to Rent, AML, sanctions, and compliance checks where applicable
- Preparing tenancy agreements and prescribed documentation
- Collecting and processing tenancy paperwork
- Registering and administering the tenancy deposit
- Coordinating the tenant move-in process
- Ensuring compliance with current legal and regulatory requirements

Examples of applicable charges are outlined below and become payable upon completion of the tenancy agreement and the tenant taking occupation of the property.
All fees are normally deducted from the first month’s rent received, with the remaining balance remitted promptly to the landlord, usually via BACS transfer.

Rent Achieved		**Setup Fee**	**Rent Achieved**		**Setup Fee**
£800.00	£849.00	£450.00	£1,550.00	£1,599.00	£860.00
£850.00	£899.00	£475.00	£1,600.00	£1,649.00	£890.00
£900.00	£949.00	£500.00	£1,650.00	£1,699.00	£915.00
£950.00	£999.00	£530.00	£1,700.00	£1,749.00	£945.00
£1,000.00	£1,049.00	£560.00	£1,750.00	£1,799.00	£970.00

£1,050.00	£1,099.00	£590.00	£1,800.00	£1,849.00	£1000.00
£1,100.00	£1,149.00	£615.00	£1,850.00	£1,899.00	£1,025.00
£1,150.00	£1,199.00	£640.00	£1,900.00	£1,949.00	£1,060.00
£1,200.00	£1,249.00	£670.00	£1,950.00	£1,999.00	£1,090.00
£1,250.00	£1,299.00	£700.00	£2,100.00	£2,149.00	£1,115.00
£1,300.00	£1,349.00	£720.00	£2,150.00	£2,199.00	£1,145.00
£1,350.00	£1,399.00	£750.00	£2,200.00	£2,249.00	£1,170.00
£1,400.00	£1,449.00	£780.00	£2,250.00	£2,299.00	£1,200.00
£1,450.00	£1,499.00	£810.00	£2,300.00	£2,349.00	£1,230.00
£1,500.00	£1,549.00	£835.00	£2,400.00	+	£1,260.00

Monthly Management Fees
Our monthly management fees cover the ongoing professional management of your rental property, including rent collection, tenant liaison, maintenance coordination, and day-to-day property administration.
Fees are calculated in accordance with our agreed scale of charges and are deducted directly from the rent collected each month. The remaining balance is then promptly remitted to the landlord, typically via BACS transfer.
All fees are stated inclusive of VAT unless otherwise specified.

Rent Achieved		Management Fee PCM	Rent Achieved		Management Fee PCM
£800.00	£849.00	£96.00	£1,550.00	£1,599.00	£186.00
£850.00	£899.00	£102.00	£1,600.00	£1,649.00	£192.00
£900.00	£949.00	£108.00	£1,650.00	£1,699.00	£198.00
£950.00	£999.00	£114.00	£1,700.00	£1,749.00	£204.00
£1,000.00	£1,049.00	£120.00	£1,750.00	£1,799.00	£210.00
£1,050.00	£1,099.00	£126.00	£1,800.00	£1,849.00	£216.00
£1,100.00	£1,149.00	£132.00	£1,850.00	£1,899.00	£222.00
£1,150.00	£1,199.00	£138.00	£1,900.00	£1,949.00	£228.00
£1,200.00	£1,249.00	£144.00	£1,950.00	£1,999.00	£234.00
£1,250.00	£1,299.00	£150.00	£2,100.00	£2,149.00	£240.00
£1,300.00	£1,349.00	£156.00	£2,150.00	£2,199.00	£246.00
£1,350.00	£1,399.00	£162.00	£2,200.00	£2,249.00	£252.00
£1,400.00	£1,449.00	£168.00	£2,250.00	£2,299.00	£258.00
£1,450.00	£1,499.00	£174.00	£2,300.00	£2,349.00	£264.00
£1,500.00	£1,549.00	£180.00	£2,400.00	+	£270.00

LET ONLY Fees, all fees are including vat

Let Only Service Fees
Our Let Only service provides a comprehensive tenant sourcing and tenancy setup package for landlords who wish to self-manage their property once the tenancy has commenced.
The Let Only fee is payable at the start of a new tenancy and covers the following services:

- Marketing the property
- Arranging and conducting viewings
- Tenant referencing and affordability assessments
- Completion of identity verification and legal compliance checks, including Right to Rent requirements
- Preparation of tenancy agreements and associated documentation
- Collection and processing of tenancy paperwork
- Coordination of the tenant move-in process

The fee is payable upon completion of the tenancy agreement and commencement of the tenancy.

Where applicable, fees are deducted from the first month's rent received, with the remaining balance paid to the landlord promptly, usually via BACS transfer.
All fees are inclusive of VAT unless stated otherwise.

Rent Achieved		Let Only Fee	Rent Achieved		Let Only Fee
£800.00	£899.00	£750.00	£1,700.00	£1,799.00	£1,250.00
£900.00	£999.00	£800.00	£1,800.00	£1,899.00	£1,300.00
£1,000.00	£1,099.00	£900.00	£1,900.00	£1,999.00	£1,350.00
£1,100.00	£1,199.00	£950.00	£2,000.00	£2,099.00	£1,400.00
£1,200.00	£1,299.00	£1000.00	£2,100.00	£2,199.00	£1,450.00
£1,300.00	£1,399.00	£1,050.00	£2,200.00	£2,299.00	£1,500.00
£1,400.00	£1,499.00	£1,110.00	£2,300.00	£2,399.00	£1,550.00
£1,500.00	£1,599.00	£1,150.00	£2,400.00	£2,499.00	£1,600.00
£1,600.00	£1,699.00	£1,200.00	£2,500.00	+	£1,650.00

<u>Additional Fees</u>

Additional Fees & Services (Lettings)
All fees are stated inclusive of VAT unless otherwise specified and are applied in accordance with current UK legislation and industry best practice.

Change of Service (Management to Let Only)
Where a landlord wishes to transfer from a fully managed service to a Let Only service during an active tenancy, a minimum of two months' written notice is required.
An administration fee equivalent to **2.5 weeks' rent (inclusive of VAT)** will apply for the termination of the management service.
Please note that any rent protection or legal expenses insurance arranged through us will cease upon completion of the transfer to Let Only management.

Preparing a Property to Let
A pre-let preparation service may be available for landlords who require assistance in bringing a property to the required standard prior to marketing.
This service is available to both Let Only and Managed landlords, including those introducing new properties to the rental market.
All works or services will be subject to a separate quotation agreed in advance prior to instruction.

Rent Protection & Legal Expenses (Management Only)
Rent protection and legal expenses insurance may be available to landlords as an optional product, subject to eligibility and insurer terms.
This may include cover for:

- Rental arrears (up to policy limits)
- Legal expenses associated with possession proceedings
- Court costs and legal representation fees (where applicable)

Cover limits, exclusions, and terms vary depending on the selected policy. A quotation can be provided upon request.

Energy Performance Certificates (EPC)
Where required, we can arrange an Energy Performance Certificate (EPC) on behalf of the landlord.
The cost for this service is **£99.00 including VAT**, unless otherwise agreed.
Please note that properties must hold a minimum EPC rating of **E or above** (subject to current UK Minimum Energy Efficiency Standards) in order to be legally let unless a valid exemption applies.

End of Tenancy (Let Only Service)

- If you require a new tenant if you or your tenant gives notice a further fee will be required.

Sale of Property to a Tenant
In the event that a tenant introduced by us (or any party directly resulting from our introduction) proceeds to purchase the property, a sales commission of **1.2% of the agreed sale price (inclusive of VAT)** will be payable upon exchange of contracts.
A minimum fee of **£3,000.00 inclusive of VAT** applies to all sales commissions.

Consumer Protection Compliance
Consumer Protection from Unfair Trading Regulations 2008 (GOV.UK)
Owen Lyons Estate Agents operates in accordance with the Consumer Protection from Unfair Trading Regulations 2008. We are committed to fair, transparent, and professional practices, and we avoid misleading actions, omissions, and aggressive sales practices in all aspects of our service.

Referral Fees & Transparency
In accordance with the Consumer Protection Regulations and Trading Standards guidance, we disclose any referral arrangements where applicable.
Owen Lyons Estate Agents has a non-regulated referral arrangement with third-party service provider Vouch.
Where landlords or tenants choose to purchase products via Vouch, Owen Lyons Estate Agents may receive a referral payment, including but not limited to:

- Landlord rent protection products – £25.00 per policy
- Landlord buildings and contents insurance – 7.5% of annual premium and 50% on renewal
- Tenant liability insurance – 7.5% of annual premium and 50% on renewal
- Utilities switching referrals – up to £60.00 per switch

All referral arrangements are fully disclosed in line with regulatory requirements.

Client Money, Instructions & Regulatory Compliance
Client Account Interest
In accordance with current Client Money Protection requirements and industry best practice, any interest accrued on monies held within the Owen Lyons Estate Agents client account during the course of rent collection and tenancy administration shall be retained by the agent, unless otherwise agreed in writing.

Instructing Owen Lyons Estate Agents

Rented property address

Letting and managing property in the UK is governed by extensive legislation and regulatory requirements. Our Terms of Business are designed to ensure full compliance with current housing law, consumer protection regulations, and industry standards, while clearly setting out the services we provide and associated fees.
We welcome instructions from new and existing landlords and, upon receipt of your instruction to let your property our team will proceed with the following process:

Marketing Your Property
Where appointed as sole letting agent, we will prepare professionally produced marketing materials, including high-quality property details.
Your property will be advertised across major platforms, including:

- Owen Lyons Estate Agents website
- Rightmove
- OnTheMarket

In addition, we may use professional photography and video tours, including listings on platforms such as YouTube, to maximise exposure and attract suitable tenants.
Marketing is designed to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008, ensuring all property information is accurate, clear, and not misleading

Tenant Selection & Referencing
When an offer is received, prospective tenants are required to undergo comprehensive referencing and identity verification checks in line with current legal and regulatory standards, including:

- Proof of identity (e.g. passport or driving licence)
- Proof of address
- Income and employment verification (e.g. payslips, bank statements)
- Affordability assessments
- Right to Rent checks under UK legislation

- AML, sanctions, and PEP screening where applicable

Referencing is carried out through an approved third-party referencing provider, such as Vouch or equivalent, to ensure accuracy, compliance, and due diligence.
All offers will be discussed with the landlord prior to acceptance unless written authority is provided for the agent to proceed on the landlord's behalf.

Authority to Proceed
Landlords may choose one of the following options:

- ☐ I wish to be consulted on all offers before acceptance
- ☐ I authorise Owen Lyons Estate Agents to accept suitable offers and proceed with tenancy arrangements on my behalf

By instructing us, you confirm that we are legally entitled to grant an Assured Periodic Tenancy and let the property.

Right to Cancel (Consumer Contracts Regulations 2013)
In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, landlords may have the right to cancel this agreement within a 14-calendar-day cooling-off period from the date of signing, subject to statutory conditions and where services have not already commenced with express consent.
Instructing Owen Lyons to sign on my behalf

I/We instruct Owen Lyons Estate Agents to sign on my/our behalf an Assured Periodic Tenancy agreement to rent the property.

Print ……………………………………………Signed……………………………………………Date………………………………………

Print ……………………………………………Signed……………………………………………Date………………………………………

Data Protection & GDPR
Under the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018, we will process personal data lawfully, fairly, and transparently.
Landlords consent to Owen Lyons Estate Agents sharing necessary information with third parties strictly for the purposes of:

- Rent protection and insurance providers
- Tenancy Deposit Protection schemes
- Local authorities
- Legal representatives and solicitors
- Contractors and approved maintenance professionals
- Other relevant service providers required for property management

Data will only be shared where necessary for the delivery of agreed services or where required by law.

Politically Exposed Persons (PEPs) & Compliance Declarations
In accordance with Anti-Money Laundering (AML) regulations, landlords are required to complete compliance checks relating to Politically Exposed Persons (PEPs).
A PEP is defined as an individual who holds or has held a prominent public function, either in the UK or internationally, including close family members or known associates.
Landlords must confirm the following:
Landlord 1

- ☐ I confirm I am NOT a Politically Exposed Person (PEP)
- ☐ I confirm I am NOT a family member or known associate of a PEP

Landlord 2

- ☐ I confirm I am NOT a Politically Exposed Person (PEP)
- ☐ I confirm I am NOT a family member or known associate of a PEP

Where required, enhanced due diligence checks may be carried out in line with current AML legislation and regulatory guidance.

Please find our full privacy policy on our website for information on how we handle your data.

The property will be marketed at £………………….………………Per Month

Management Service Yes Let only service Yes

Your fees for the service indicated above SET-UP £ Monthly %

Definitions:

- "Agent" means Owen Lyons or anyone who subsequently takes over the rights and obligations of the Agent
- "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms the Agreement.
- "ICE/Independent Case Examiner" means the Independent Case Examiner of the Tenancy Deposit Scheme.
- "Landlord" means anyone owning an interest in the Premises whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- "Tenant" means anyone entitled to possession of the Premises under this Agreement.
- "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of part parties.
- Sole agency- This means that we will be the only agency advertising your property to Let.

Rent Protection (Managed Properties Only)

We can instruct this on managed properties on your behalf for 1 year. Please contact us for the latest prices. This policy must be instructed within 7 days of the Assured Shorthold Tenancy start date. If this is not the case there could be an exclusion period of approximately 90 days.

I instruct Owen Lyons to obtain the Rent Protection policy on my behalf YES – NO

The Property and The Health & Safety Executive

A Gas Safe Engineer has undertaken a Domestic Landlord Gas Safety Record and I enclose a copy of the report

Yes No

Annual gas cert and service to be arranged on gas appliances by Owen Lyons

Gas Cert Only ☐ Cert & Service ☐

An accredited domestic energy assessor has carried out an Energy Performance Certificate and I enclose a copy of the report **Yes No**

A Registered Electrician has undertaken a Electrical Installation Condition Report and I enclose a copy of the report **Yes No**

All furnishings comply to the fire safety regulations 1987 Consumer Protection Act and fire safe labels are attached to all soft furnishings **Yes No**

Owen Lyons to arrange the following at the agreed costs noted below:

Gas Safety Certificate £………………

Electrical Installation Condition Report £………………

Energy Performance Certificate £………………

White Goods

Please list any free standing white goods that will be left at the property and indicate whether you as the landlord will be responsible for repair and replacement or whether they are left as a gesture of goodwill and will be the tenants responsibility to repair and replace. Please note that tenants have the right to dispose and/or remove items left as a goodwill gesture from the property throughout the period of the tenancy.

Indicate who will be responsible to repair/replacement

Item Name	Landlord	Tenant

Declaration: I/We confirm that I/we have received and read the terms of this sole agency agreement of Owen Lyons prior to signing this agreement.

Print ……………………………………………Signed……………………………………………Date………………………………………

For and on behalf of the landlord

Print ……………………………………………Signed……………………………………………Date………………………………………

For and on behalf of Owen Lyons

Your Rights to Cancel & Owen Lyons Discrimination and Behavioural Policy

Cancellation Form

To Owen Lyons Estate Agents

12 Orsett Road, Grays, Essex, RM17 5DL

01375 399499

property@owenlyons.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the

following service [*]…………………………………………………………………………………

Ordered on [*]/received on [*]……………………………………………………

Name of consumer(s) ……

Address of consumer(s) ………

Date……………………………………………………

[*] Delete as appropriate

Owen Lyons Discrimination and Behavioural Policy

As per Government guidance in regards to Discrimination and Unreasonable Behaviour, Owen Lyons are committed to providing excellent customer service to everyone who contacts us. Everyone is entitled to be treated respectfully, courteously and in a polite manner. Where a customer raises an issue / complaint with us, they have a right to expect to be dealt with fairly and impartially, and to receive a response which addresses their concerns in a timely manner.

The purpose of this policy is to explain the appropriate action that Owen Lyons will take against those customers deemed to be displaying unreasonable behaviour or discrimination. Implementation of this policy will only happen in exceptional circumstances after all reasonable measures have been taken in an effort to resolve the issue.

Principles

We expect our staff to be treated with courtesy and respect. We recognise that customers can at times feel under pressure, distressed or feel that they have to be determined to pursue their concerns. They can also feel angry about their situation. Owen Lyons will distinguish between distress, frustration, forcefulness and determination, and any of these developing into unreasonable behaviours. Owen Lyons reserves the right to cancel our service contract with a customer following Unreasonable Behaviour or Discrimination towards our staff, following the breach we will write giving immediate notice for cancellation.