

## RESIDENTIAL LAND LTD

### Terms and Conditions

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Residential Land Ltd. Registered Office: 19–20 Bourne Court, Woodford Green, Essex IG8 8HD  
Registered in England & Wales No. 2188605

### 1. AVAILABLE PROPERTIES

Residential Land manages a portfolio of over 1,000 units and circulates an updated availability list each Tuesday to registered agents.

Our website is updated regularly and should be treated as the most current source of availability information.

Agents are encouraged to check the latest availability list before contacting Residential Land with enquiries.

### 2. VIEWINGS

All viewings must be arranged through the relevant Building Manager prior to confirming appointments with applicants.

Where a property is occupied, a minimum of 24–48 hours' notice is required for weekday viewings.

Agents must ensure that:

- appointments are confirmed in advance;
- occupiers' quiet enjoyment is respected; and
- all security procedures are followed.

### 3. OFFERS

All offers must be submitted to Residential Land for approval.

Once an offer has been accepted, Residential Land will issue:

1. An Offer Acceptance Letter;
2. Holding Deposit documentation;
3. Tenant or Company Information Forms; and
4. An Initial Payment Arrangement Invoice containing bank details for transfer of move-in funds.

All cleared funds must be received no later than one working day prior to the tenancy commencement date. Keys will not be released until all required cleared funds have been received.

Agents must not deduct commissions or fees from deposits or move-in monies under any circumstances.

### 4. AGENT FEES

Residential Land shall pay agents commission at a rate of 7% of the rent received during the initial agreed tenancy term.

Commission:

is payable quarterly in arrears;

- is payable quarterly in arrears; apart from the first 3 months and if the tenant is still in occupation or unless has served notice
- applies only during the initial agreed tenancy term;
- shall cease upon the earlier of:

- the tenant vacating the property;  
or
- the first anniversary of the tenancy commencement date.

No renewal or continuation commission shall be payable beyond this period unless otherwise agreed in writing.

If commission has been paid for a period during which the tenant no longer occupies the property, the Agent shall reimburse the overpaid amount upon request.

Where rent-free periods, credits, incentives, or discounts are agreed, commission shall be calculated only on rent actually received.

Utility charges and ancillary services shall not form part of any commission calculation.

The Agent must submit all invoices within three months of the date the relevant fee became due. Residential Land shall not be liable for invoices submitted after this period unless otherwise agreed in writing.

## 5. NON-SOLICITATION

Upon the tenant taking occupation of the property, the Agent shall not directly solicit the tenant for competing letting, property management, utility switching, or related services during the tenancy without the prior written consent of Residential Land.

## 6. REFERENCING AND COMPLIANCE

Agents are solely responsible for carrying out and verifying all referencing and compliance checks for every occupier aged 18 or over.

This includes, but is not limited to:

- Identity Verification;
- Credit Checks;
- Affordability Assessments;
- Employment References;

- Previous Landlord References;
- Guarantor References (where applicable);
- Fraud Prevention Checks;
- Right to Rent Checks; and
- AML, PEP, and Sanctions Screening.

Agents must comply with all applicable legislation, regulations, Home Office guidance, sanctions requirements, anti-money laundering obligations, and data protection laws in force at the relevant time.

Agents shall remain fully responsible for the accuracy, lawfulness, and validity of all referencing and compliance checks carried out on behalf of applicants.

Residential Land reserves the right to reject any applicant or source of funds where compliance concerns arise.

Residential Land will not accept funds originating from sanctioned individuals, entities, prohibited jurisdictions, or otherwise restricted sources under applicable UK legislation.

Agents must immediately notify Residential Land if any applicant, tenant, guarantor, company, or source of funds presents a sanctions, AML, or compliance concern.

## 7. COMPANY LETS AND EMBASSIES

For company lets or embassy tenancies, the Agent must provide:

1. Written confirmation from a company director, embassy official, or authorised representative confirming the tenancy;
2. Full company referencing documentation; and
3. Supporting compliance documentation reasonably requested by Residential Land.

All referencing and compliance costs associated with company lets are included within the agreed

commission structure and are not separately chargeable to Residential Land.

## 8. PRESCRIBED INFORMATION AND TENANCY DOCUMENTATION

Residential Land shall provide tenants with applicable statutory documentation and prescribed information, including where required:

- EPC;
- Gas Safety Certificate;
- Electrical Installation Condition Report (EICR);
- Deposit Prescribed Information;
- Deposit Certificate;
- How to Rent Guide;
- Renters' Rights Act Information Sheet;
- Fire Safety Information; and
- any other documentation required by applicable law.

Residential Land uses BPF-approved tenancy agreements and government-compliant written statements where applicable.

## 9. DEPOSITS

Residential Land requires a tenancy deposit equivalent to five weeks' rent unless otherwise permitted by law.

Deposits are protected in accordance with the Housing Act 2004 through the MyDeposits scheme or another authorised tenancy deposit protection scheme.

## 10. CHECK-IN AND INVENTORY

Residential Land shall arrange the inventory and check-in process.

Residential Land shall bear the cost of the incoming and outgoing inventory unless otherwise agreed.

## 11. MASTER KEYS

Agents may collect a master key from the Residential Land Head Office upon presentation of:

- photographic identification; and
- proof of agency affiliation.

Lost master keys must be reported immediately to the Head of Lettings.

Agents shall be liable for all replacement and associated security costs arising from loss or misuse of master keys.

## 12. SECURITY

Agents must:

- secure all doors and windows after viewings;
- switch off lights where appropriate;
- report suspicious activity immediately; and
- return properties in the condition in which they were found.

Agents should contact the relevant Building Manager where any security concern arises.

## 13. MARKETING

Residential Land grants agents permission to market available properties using approved marketing materials.

Agents:

- must ensure all marketing is accurate and up to date;
- must not advertise properties below the instructed asking price;
- must only advertise properties currently included within the latest availability list; and
- must promptly remove withdrawn or outdated listings.

Residential Land reserves the right to withdraw instructions immediately where inaccurate or unauthorised advertising occurs.

#### 14. MANAGEMENT AND TERMINATION OF FEES

Residential Land operates an in-house property management team.

If:

- Residential Land sells a property;
- transfers ownership;
- disposes of shares in the owning entity; or
- ceases management of a property,

then no future commissions, renewal fees, or ongoing payments shall become due after completion of that event.

Any commission properly accrued prior to completion shall remain payable.

#### 15. UTILITIES AND DATA PROTECTION

Agents are strictly prohibited from:

- facilitating utility switching services;
- sharing tenant or landlord data with utility providers or third parties;
- using tenant data for marketing purposes; or
- permitting third parties to contact tenants without authorisation.

This includes:

- tenant contact details;
- landlord details;
- meter readings;
- property addresses;
- tenancy dates; and
- related occupancy information.

Any breach of this clause may result in:

- immediate termination of instructions;
- recovery of commissions received; and

- liability for losses, damages, or remedial costs incurred by Residential Land.

#### 16. RIGHT TO RENT

Agents confirm that all Right to Rent checks shall be carried out in accordance with current Home Office requirements and guidance.

Agents must retain compliant records and provide copies of relevant documentation to Residential Land upon request.

#### 17. DATA PROTECTION

Each party shall comply with applicable UK GDPR, Data Protection Act 2018, and related privacy legislation.

Agents must ensure that:

- applicant and tenant data is lawfully obtained;
- data is securely handled;
- documents are retained appropriately; and
- information is only shared where legally permitted.

#### 18. COMPLIANCE POLICIES

Agents, contractors, and suppliers must comply with Residential Land's internal policies relating to:

- Health & Safety;
- Anti-Money Laundering;
- Anti-Bribery;
- Modern Slavery;
- Equality & Diversity;
- Information Security;
- Data Protection;
- Conflict of Interest; and
- Whistleblowing.

Copies of such policies are available upon request.

## 19. LIMITATION OF LIABILITY

Residential Land shall not be liable for:

- indirect or consequential losses;
- loss of profit;
- business interruption; or
- losses arising from inaccurate referencing supplied by agents.

Residential Land's aggregate liability under these Terms shall not exceed the total commission paid to the Agent in relation to the relevant tenancy.

Nothing in these Terms shall exclude liability for fraud, fraudulent misrepresentation, death, or personal injury caused by negligence.

## 20. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between Residential Land and the Agent and supersede all prior discussions, arrangements, or understandings.

No variation shall be effective unless agreed in writing by Residential Land.

## 21. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

By registering to receive Residential Land's property availability lists, accepting instructions, introducing applicants, or otherwise acting in connection with Residential Land properties, the Agent agrees to be bound by these Terms and Conditions in full.