ORLANDO REID

Signed: _____

Date: _____

Lettings & Management Terms of Business

ORLANDO REID MANCHESTER St Johns Court, 19b Quay Street, Manchester M3 3HN
manchesterlettings@orlandoreid.co.uk

St Johns Court, 19b Quay Street, Manchester M3 3HN | manchesterlettings@orlandoreid.co.uk

Agency Fees (all inclusive of VAT)	Fees
Lettings Fees — This is payable in full and will be taken out of the first month's rental payment	£600
Management Fees	12%
Additional Notes	

Marketing Services	Fees
Rental Appraisal	Included
Online Listing Including Photography and Descriptions	Included
Tenancy Viewings	Included
Pre Tenancy	
Referencing Fee	Included
Title Registry Search (optional)	£15
Deposit Registration Fee	£85
Inventory / Check-in Fee (*plus £25 per bedroom thereafter)	£170
Ongoing Tenancy	
Receive Rent And Remit to Landlord By BACS	Included
Rent Arrears Management	Included
Send Standing Order For Ongoing Rent Payments	Included
Tenant Replacement Fee Mid Tenancy	Included
Rental Insurance	£45
Legal Notices To End The Tenancy	£120
Section 13 Notice	£250
Maintenance Services	
Annual Interim Property Inspections And Written Report	Included
Professional Cleaning	From £100
Gas Safety Inspection / Certification	£120
Energy Performance Certificate	£120
Portable Appliance Test	£145
EICR Check	£300
End of Tenancy	
Negotiate Deposit Release	Included
Preparation Of Documents In The Case Of Deposit Dispute Claim	Included
Check-out Report	£145

All figures are inclusive of VAT

Initial: _____

Landlord/ Company & Property Details

Property Address

Landlord 1		Landlord 2	
Name:		Name:	
Address:		Address:	

Landlord 1 Contact		Landlord 2 Contact	
Home:		Home:	
Email:		Email:	
Mobile:		Mobile:	

Landlord 1 Bank Detials		Landlord 2 Bank Detials	
Account Name:		Account Name:	
Account Number:		Account Number:	
Sort Code:		Sort Code:	
Bank:		Bank:	
Address:		Address:	
Split of Rent to be Paid to the account:	%	Split of Rent to be Paid to the account:	%

Company Name	Correspondence Address	Council Tax

Overseas Landlord Registration (HMRC Non-Resident Landlord Scheme)*

**This section must be completed if you are not a permanent UK resident. Please refer to the Terms & Conditions for further information.*

Landlord 1		Landlord 2	
I will be a permanent UK Resident during the Tenancy	☐	**I will be** a permanent UK Resident during the Tenancy	☐
I will not be a permanent UK Resident during the Tenancy	☐	**I will not** be a permanent UK Resident during the Tenancy	☐
NRL1 Number:		NRL1 Number:	
Expiry Date:		Expiry Date:	

Signature and Print

Landlord 1		Landlord 2		Orlando Reid Representative	
Sign:		Sign:		Sign:	
Print:		Print:		Print:	
Date:		Date:		Date:	

Initial: _____

Property Address

Orlando Reid Manchester ("Orlando Reid Manchester" or "the Agent" "us" or "we") is able to assist landlords and tenants providing full information on all aspects of living, letting, renting and providing a professional service to aid in enhancing the whole experience. The company is a specialist in residential sales, lettings, and property management. Orlando Reid Manchester offers a comprehensive service for both managed and let only properties. General details of the Services offered by Orlando Reid are shown in the Schedules below: Orlando Reid Manchester will provide to the Landlord with the services requested being as follows: LETTING SERVICE; RENT COLLECTION SERVICE; MANAGEMENT SERVICE; or HMO FULL MANAGEMENT SERVICE as detailed in the SCHEDULE OF SERVICES. Orlando Reid Manchester will provide our services with all reasonable care. Our Services are shown below.

Orlando Reid

Orlando Reid Manchester trade as a Limited Company registered at Companies House, company number 13144737. The VAT number is 989904052.

I/we accept the Agreement including the Terms and \ Conditions shown below.

I/we instruct Orlando Reid Manchester to act on my/our behalf for the Service and the Agency terms shown below.
I/We instruct Orlando Reid Manchester on the following basis: ***Sole Agency***

The Landlord confirms the Agreement, including any variation communicated to the Landlord in writing by Orlando Reid Manchester, will apply two months from the date of the notification.
The Landlord agrees the Agreement will apply and continue while Orlando Reid Manchester are instructed to act on behalf of the Landlord to find a tenant or manage the Property.

This Agreement is made between: Orlando Reid Manchester (St Johns Street 19b Quay Street, Manchester M3 3HN), and the Landlord(s) details in below form:

The Agreement

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord" or "the Client" "you" or "your") and Orland Reid ("Orlando Reid Manchester" or "the Agent" "us" or "we"). The Landlord should read this Agreement carefully. By signing this Agreement, the Landlord accepts the Terms and Conditions set out in this Agreement together with any accompanying letter which forms part of the Agreement and sets out the full details of each Service, the rights and obligations of both parties in the Agreement; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. 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" means the Property address shown below.

Confirmation of Acting and Acceptance of Agreement

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.

I/We confirm that there are no restrictions under S16E, Housing Act 1988 which prohibit the letting of the Property or it being marketed for letting.

I/We agree to participate in the Rental Insurance Service, subject to the applicable terms and conditions of the service. By signing this Agreement, the I/We agree to opt in to the service and authorise the arrangements necessary for its provision.

If you do not wish to participate in the Rental Insurance Service, you must notify Manchester Lettings via email, manchesterlettings@orlandoreid.co.uk, and expressly opt out in writing before signing this Agreement. In the absence of such notification, the Landlord will be treated as having opted in to the service.

Initial: _____

Schedule 1 - Landlord's Obligations

The Landlord will do as follows:

1. Appoint Orlando Reid Manchester to act as the Agent; to provide the services set out in this Agreement and as defined in the Landlord's instructions.

2. Confirm by signing this Agreement he is the legal owner of the Property or has the authority to act on behalf of the legal owner and that he has the permission of any other beneficial or co-owners to let the Property and act on their behalf.

3. Inform his building and contents insurance providers the Property is to be let, to ensure your cover is adequate. The Landlord will keep the Property and any contents included in the Inventory insured throughout the duration of the Tenancy including third party cover

4. Pay for all services carried out in accordance with the Schedule of Fees; including any additional fees negotiated from time to time.

5. Where the Landlord is more than one person, each person will have joint and several liability in respect of fees, commission, and expenses due to Orlando Reid Manchester.

6. Reimburse Orlando Reid Manchester for any expenses incurred on the Landlord's behalf whilst fulfilling all the obligations under this Agreement.

7. Indemnify Orlando Reid Manchester against any losses, expenses, fees, charges or costs (including legal expenses and expenses for advice) and any fines or penalties (whether civil or criminal) incurred as a result of Orlando Reid Manchester acting as the Landlord's agent and in particular because of any breach of this Agreement by the Landlord or any person acting on their behalf.

8. Agree that Orlando Reid Manchester may deduct fees and/or expenses due from any monies including rent for other properties belonging to the Landlord or in which the Landlord has a beneficial interest and any deposit deductions that are due and payable to the Landlord.

9. Provide the Council Tax Band for the Property to Orlando Reid Manchester prior to any marketing for upload to any portal and added to all written details.

10. Ensure the Property complies with all statutory requirements which are or become applicable from time to time. This includes but it not limited to the Gas Safety (Installation and Use) Regulations 1998, the Furniture and Furnishing (Fire) (Safety) (Amendment) Regulations 1993, Part P of Schedule 1 of the Building Regulations Act 2005, the Regulatory Reform (Fire Safety)

Order 2005, the Energy Performance of buildings Regulations (2007/991), the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020, the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended in 2022, and all blinds and curtains Regulations. A risk assessment must have been carried out for legionella and for fires safety. If the Landlord chooses to change to the Full Management Service, Orlando Reid Manchester will ensure compliance with all safety legislation (at the Landlord's expense) including service of specific documents on an annual basis if required.

11. Ensure where the Property constitutes a House in Multiple Occupation (HMO) within the meaning of the Housing Act 2004, you will take all necessary steps to ensure that the Property is licensed with the relevant local authority.

12. To apply for a licence for an HMO or a selective licence if relevant and to provide the Agent with full 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 from the Agent and will compensate Orlando Reid Manchester for losses suffered due to a breach of any Licence conditions. Should the Landlord require Orlando Reid Manchester to apply for an HMO or selective licence on their behalf, a charge of £420 including VAT* will be applicable. Further charges will apply to obtain the licence including but not limited to; cost per room to be paid to the local authority; fire safety requirements fulfilled, including fire doors, fire extinguishers and blankets, smoke detectors, fire alarms, CO2 alarms and emergency lighting.

13. The Landlord must ensure that a valid gas safety certificate (where required) is provided to the Tenant prior to their occupation of the property and annually thereafter. Where the Landlord does not have a valid gas safety certificate 48 hours prior to the start of the tenancy, Orlando Reid Manchester will obtain this, and the Landlord will reimburse the agent for the full cost of arranging the gas safety check. Orlando Reid Manchester will take responsibility to serve the gas safety certificate to the Tenant prior to commencement of the tenancy and will not commence a tenancy without this in place.

14. Provide an Energy Performance Certificate ('EPC') prior to the marketing of the Property to all applicants. Orlando Reid Manchester must be in possession of a valid EPC prior to marketing the Property. If the EPC is not provided within three days of marketing the Property, the Landlord agrees that Orlando Reid Manchester can arrange an EPC at the Landlord's expense. Marketing cannot continue without an EPC. By signing this Agreement, the Landlord authorises Orlando Reid Manchester to arrange an EPC under these circumstances.

15. To provide an EICR for the wiring at the Property to Orlando Reid Manchester prior to the start of the Tenancy. This is a statutory requirement for all tenancies. If the Landlord fails to provide the Certificate within one week prior to the start of the Tenancy, Orlando Reid Manchester reserves the right to arrange for all electrical wiring to be checked, and a certificate issued at the Landlord's expense. The cost of this is noted above, in "Agency Fees". Orlando Reid Manchester will take responsibility to serve the EICR to the Tenant prior to commencement of the tenancy and will not commence a tenancy without this in place

16. Ensure the Property is provided for occupation to the Tenant in a clean and well-maintained state. You authorise us to instruct professional cleaners to clean the Property before the commencement of the Tenancy Agreement if we deem it necessary. Orlando Reid Manchester will inform you before instructing professional cleaners where possible. The costs of the cleaning will be payable by the Landlord.

17. Orlando Reid Manchester requires documents as evidence of the Landlord's identity (photographic and address) when taking instructions to market the Property. If adequate ID has not been provided at any point during the term of this contract; Orlando Reid Manchester reserve the right to cease marketing, but you will remain bound by the terms of the Agency Agreement documented here.

18. Warrant that in entering into this Agreement you have the necessary consents and licences to let the Property from any beneficial or co-owners, any lender with a charge secured over the Property, superior landlord or managing agent, local housing and planning authorities, and any national database or redress scheme applicable to the Private Rented Sector.

19. Provide Orlando Reid Manchester with proof of ownership and proof of identity (including address) for each legal owner of the Property and the representative of any legal owner. If proof of ownership is not provided the Landlord agrees searches can be made at the Land Registry. The cost is payable by the Landlord.

20. If the Property is owned by a company the Landlord must provide the company's Certificate of Incorporation, and (i) the Memorandum and Articles of Association; (ii) most recent accounts; or (ii) the last annual return. You must also provide to us proof of identity and residence of two of the Company's directors; or if only one director of the director and the company secretary.

21. Agree the Tenancy Agreement entered by the Landlord is a binding legal agreement for the term agreed. Details of any Tenancy Agreement being entered into will be communicated to the Landlord as soon as possible after receipt and agreed prior to the Tenancy Agreement being drafted. If Orlando Reid Manchester is required to provide evidence for a court or tribunal, review and sign witness statements, or attend a court or Tribunal to give evidence or otherwise, the cost of this is noted above, in "Agency Fees".

Initial: _____

22. Agree and accept Orlando Reid Manchester may end the Agreement by giving you two days' notice in writing if we consider you are in breach of any statutory regulations relating to your Property or in serious breach of this Agreement.

23. Agree that if a person forming the Tenant leaves with the Tenant's and the Landlord's consent during the Tenancy and with the consent of all parties is replaced by another person then in addition to any fixed fee charged to the Tenant the Landlord agrees to pay Orlando Reid Manchester to cover administration. The cost of this is noted above, in "Agency Fees".

24. Submit a Tax Return to His Majesty's Revenue and Customs ("HMRC") if there is income including rental income arising in the UK. There is no legal excuse for failure to make a submission. Be aware this is the Landlord's statutory obligation.

25. Register with His Majesty's Revenue and Customs if the Landlord is resident overseas to obtain approval for the Rent to be paid to the Landlord without any tax deduction. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will be deducted from all rent payments made by Orlando Reid Manchester and forwarded to HMRC quarterly. The fee for tax deduction payable by the Landlord is £100 including VAT per quarter*.

26. Arrange and pay for any legal proceedings if rent arrears arise, the Tenant has committed a major breach of the Tenancy Agreement, or the Tenant fails to vacate the Property at the end of the Tenancy. If Orlando Reid Manchester is required to provide evidence for a court or tribunal, review and sign witness statements, or attend a court or Tribunal to give evidence or otherwise, the cost of this is noted above, in "Agency Fees".

27. Not to discriminate against any applicant, tenant, or any employee of Orlando Reid. If discrimination occurs Orlando Reid Manchester can give immediate written notice to terminate the Agreement. Providing instruction booklets or other written details for all items of mechanical and electrical equipment and any special surfaces at the Property.

28. To carry out all repairs and maintenance to the Property promptly. Failure could result in the Environmental Health Department serving an Improvement Notice on the Landlord.

29. To ensure as the owner of the Property if any personal information of the Tenant is being retained including references and identity details the Landlord has registered with the Information Commissioners' Office (ico.org.uk) and the information is only held for the specified period agreed with the Tenant. To determine whether a property licence is needed. Warrant that all information provided to Orlando Reid Manchester by the Landlord in relation to the Property or his statutory and contractual obligations is true.

30. Accept and agree, that other parties whom the Agent instructs, will be instructed on the Landlord's behalf. The Landlord is liable for the payment of all sub-contractors' invoices, fees, charges, or other expenses. The Agent is not responsible or liable for the quality of their work or payment of invoices.

31. Best practice requires we should declare to any prospective tenant if you are related to / or are connected in business to any member of staff of the Agent.

If you become aware of any association during your dealings with us, you warrant to confirm to us in writing. Are you aware of any such relationship?

No / Yes If Yes, give details:

Schedule 2: Agency

Sole Agency

1. By appointing us, you agree that we shall have sole agency to market the Property for a period of six weeks ("the Initial Period") upon initial instruction and at the end of any Tenancy when a new tenant is sought. The sole agency can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If you do not terminate the sole agency, it will continue until we receive your written instructions. Once a Tenancy commences, then the Landlord can no longer give notice in accordance with this clause and our Agency will continue unless terminated in accordance with this Agreement.

2. In the following circumstances the Landlord will be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

2.1 Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or

2.2 Where the Landlord instructs another agent during or after the Initial Period of the Sole Agency.

Schedule 3: Services

Orlando Reid Manchester will provide the following Services as chosen by the Landlord as specified with the confirmation of instructions above:

1. Lettings Service

1.1 Give an appraisal of the rent achievable in current market conditions; considering the length of the tenancy ("the Tenancy") proposed and the property condition. The suggested rent is based on Orlando Reid Manchester's information and market experience but the final decision on the proper rent to market the Property at or accept is a decision for the Landlord alone.

Orlando Reid Manchester will accept no liability for any loss, howsoever incurred, due to the rent being higher or lower than the market will accept or for any change in the rent made by a Court or Tribunal.

1.2 Advertise the Property by any means we reasonably deem appropriate, including on our website, at our offices, and the property portals we deem the most popular online.

1.3 Advertise to our existing database of registered applicants seeking good quality, secure properties.

1.4 Carry out viewings with potential tenants using our experienced lettings consultants.

1.5 Make all reasonable enquiries regarding the suitability of any proposed tenant and/or guarantors and obtain references through an independent referencing company currently being The Referencing Agency* whose service is detailed below.

1.6 Operate a key security system to protect the security of the Property.

1.7 Arrange an inventory ("the Inventory") unless otherwise agreed in writing on behalf of the Landlord; and the check in of the Inventory with the Tenant. The cost of compiling the Inventory and the check-in and check-out is borne by the Landlord.

1.8 Hold all funds belonging to the Landlord in a separate insured Client Account.

1.9 Forward the rent to the designated bank account promptly.

1.10 Obtain references through an independent referencing company details of whose services is noted below. Orlando Reid Manchester charge a fee for referencing each Tenant; and an additional fee for each guarantor. The cost of this is noted above, in "Agency Fees".

Initial: _____

1.11 Carry out all initial Right to Rent checks under the Immigration Acts 2014 and 2016 in-house or through a third-party supplier details of the service being noted below and forward them to the Landlord for approval. No further checks for time-limited Right to Rent are carried out by Orlando Reid Manchester for unmanaged properties on the let-only service.

1.12 Unless the Landlord advises Orlando Reid Manchester specific clauses are to be included in the Tenancy Agreement, the Agreement will be drawn up as an Assured Periodic Tenancy (APT) or for a fixed term of twelve months depending on the legal obligations which apply, which complies with all current legislation but may be varied with the consent of both parties; together with the EPC, Prescribed Information of where the deposit is held (if relevant), the EICR, a gas safety certificate if relevant. If the Tenancy is outside the protection of the Housing Act 1988 Orlando Reid Manchester will prepare the relevant common law tenancy on the Client's behalf.
The relevant documentation is served on the prospective tenant on behalf of the Landlord by Orlando Reid Manchester.

1.13 Orlando Reid Manchester will request written permission from the Landlords allowing authorised signatories approved by the Landlord and working as senior employees of Orlando Reid Manchester to sign the Tenancy Agreement and all relevant documents and Notices on the Landlord's behalf once approval has been received of all tenants' (and guarantors') references.

1.14 Receive the Deposit and the first month's rent from the Tenant on behalf of the Landlord. The first month's rent or less and subsequent payments will be paid to Orlando Reid Manchester as required to cover all fees and expenses owed by the Landlord. The balance will be paid to the Landlord within seven working days of receipt of cleared funds.

1.15 To agree Orlando Reid Manchester will deduct all fees, expenses and VAT incurred by the Landlord for any other Property where funds are held in his name, a family member, or associate, to cover any damage payment due from the previous tenant. These charges may be deducted from the sum paid to the Landlord prior to the start of the Tenancy, or the Landlord will be invoiced for any outstanding sums which are payable within fourteen days of written receipt by the Landlord.

1.16 Arrange for the balance of the rent ("the Rent") to be paid monthly in advance to the Landlord's account within seven working days of receipt of cleared funds after deduction of our fees and expenses.

1.17 Negotiate any renewals, or extensions on the Landlord's behalf if requested in writing and as permitted by law including any rent increase or variation of existing terms and draft a renewal Tenancy Agreement. Where a renewal is not permitted, we will advise you on and serve a notice under s13, Housing Act 1988 to propose a new rent and seek to negotiate a rent increase with the Tenant where possible. The cost of this is noted above, in "Agency Fees".

1.18 Supply keys to the Tenant and have additional sets cut, if necessary, at an additional charge including our administration fee* payable by the Landlord.

1.19 Arrange the service of the legal notices to end the Tenancy if instructed to do so by the Landlord, the cost of this is noted above, in "Agency Fees".

1.20 Advise it is the Landlord's responsibility to arrange repairs at the Property prior to commencement of the Tenancy.

1.21 Fees for the Lettings Service remain payable while any person forming the Tenant or any person introduced to the Property by Orlando Reid Manchester (including those introduced by an existing occupier for whom We have previously charged commission, or through your own work or that of another agent during our instruction) continues to reside in the premises.

1.22 As an alternative to a cash tenancy deposit, we offer existing and prospective tenants the option of Reposit (https://reposit.co.uk/). This product is always offered as a choice to the tenant – the tenant must have the option of paying a cash deposit – but we believe that Reposit is a superior choice to a cash deposit for all parties.

When the tenant opt to use Reposit, you benefit from protection up to the equivalent value of 8 weeks' rent, capped at a maximum of £5000, as well as faster resolutions to formal disputes should they occur at the end of tenancy. This product is available at no additional cost to the Landlord.

When the tenant opt to use Reposit on a tenancy the following terms shall apply:

a. We will both be bound by Reposit's Terms and Conditions. A copy of these can be provided to you on request.

b. No cash tenancy deposit shall be taken from the tenant and accordingly we will not have the obligation to issue prescribed information to the tenant. The relevant tenancy agreement will be amended directly or by way of a mutually signed addendum to reflect this.

c. In place of a tenancy deposit, you will have the benefit of Reposit's services which include cover for end of tenancy charges up to the value of 8 weeks' rent or £5,000, whichever is less, the notification and collection of end of tenancy charges from the tenant, and formal dispute resolution.

d. Where the tenant are already in situ and decide to exchange their existing cash deposit for a Reposit, the security deposit will be returned to the tenant in full without any deductions once the tenant have successfully signed up to Reposit, paid the Reposit Fee, and we have received confirmation that the Reposit is in effect.

e. It is important to note that whilst you will be covered by the Reposit product and paid by Reposit, the tenant remain fully liable for all costs of dilapidations and rent arrears that are outstanding at the end of the tenancy. Reposit will pursue the tenant for any valid end of tenancy charges even if you have already been repaid by Reposit. This does not prejudice any claim you have against the tenant, over and above the value of 8 weeks' rent covered by Reposit.

Services Provided by the Referencing Agency

1. As part of the Service provided to the Landlord by Orlando Reid Manchester, third party partners who may be changed from time to time may contribute to part of the Service; and do not impinge on the professionalism offered by Orlando Reid Manchester throughout the period of any Tenancy or extension of it. While taking care in appointing a third-party Orlando Reid Manchester have no liability for any defect or failure of the service provided by the third party and have no liability for any loss sustained. The following is carried out by The Referencing Agency or any other supplier appointed from time to time for and on behalf of Orlando Reid Manchester.

2. The Referencing Agency will do the following:

a. On behalf of the Landlord take up references, on the applicant to include the following: any previous landlord of the tenant if applicable which includes an employment reference or accountant reference and a credit check on the guarantor.

b. Arrange the tenancy agreements including any specific clauses requested and ensure the tenancy agreements and guarantor contractual agreements are all signed electronically. Documents are not witnessed because there is no legal requirement if a document is not a Deed.

c. Draft and send out all renewal documents including any additional clauses agreed between the parties and forward them through Alto-Property File to the Landlord and the Tenant to be signed electronically. Both parties are bound once the documents are signed, dated and exchanged.

Initial: _____

2. Rent Demand Service

In addition to the above Orlando Reid Manchester will do the following:

2.1 Receive Rent on the Landlord's behalf.

2.2 Upon receipt of the Rent in cleared funds, Orlando Reid Manchester will forward the funds by cheque or bank transfer to the Landlord's nominated bank account.

2.3 The Landlord should arrange a facility with their bank to ensure that all outgoings are covered and to allow change of a rent payment date, void periods, or non-payment of the Rent.

2.4 Orlando Reid Manchester will prepare regular statements of account for the Landlord and any nominated person.

2.5 Advise the Landlord if any arrears arise. Orlando Reid Manchester cannot take legal proceedings on the Landlord's behalf. The Landlord will be advised if legal proceedings should be instigated. Orlando Reid Manchester will provide documentation and attend a hearing as a witness subject to payment to additional fees as shown in the Schedule of Fees below.

2.6 In the absence of receiving the Rent, Orlando Reid Manchester will send two rent demand letters, e mails or texts to the Tenant.

3. Full Property Management Service

In addition to the above Services Orlando Reid Manchester will do the following:

3.1 Notify the utility companies through our partnership with The Referencing Agency or other third-party supplier who may be changed from time to time (telephone, gas, water, electricity, alarm if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy provided Orlando Reid Manchester or The Referencing Agency have been given full details of the names, addresses and numbers of the accounts held; and if the supplier will accept instructions.

3.2 Receipt of Rent as detailed under the Rent Demand Service.

3.3 Pay out of the Rent received, any agreed outgoings such as service charges and/or maintenance charges and account to the Landlord regularly, provided that Orlando Reid Manchester are notified in advance of any regular outgoings and the demands/invoices are subsequently forwarded to the Agent.

3.4 Handle all maintenance issues daily if cleared funds are held by Orlando Reid Manchester subject to any agreed financial limits as shown below.

3.5 Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord.

3.6 Arrange mid-term visits to the Property to ascertain any repairs outstanding and the general condition noticeable on a visual check. Visits will be approximately once a year provided the Tenant grants access; Orlando Reid Manchester will inform the Landlord if access is refused and await further written instructions.

3.7 Arrange all repairs on behalf of the Landlord.

3.8 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. If in Orlando Reid Manchester's reasonable opinion there is an imminent risk of injury to occupiers or severe damage to Property or there is a statutory obligation that must be complied with then Orlando Reid Manchester have unlimited authority to act without further reference to the Landlord to mitigate or eliminate that issue. This authority imposes no obligation on Orlando Reid Manchester to take any specific action or any action at all.

3.9 Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy. Orlando Reid Manchester will not be liable for any omissions in the report.

3.10 Discuss rent levels with the Landlord each year, provide an estimate of the market rent and arrange the service of s13 notices to increase rent if requested and appropriate. The estimated rent is based on Orlando Reid Manchester's information and market experience but the final decision on the proper rent to propose to the Tenant or accept is a decision for the Landlord alone. Orlando Reid Manchester will accept no liability for any loss, howsoever incurred, due to the rent being higher or lower than the Tenant will accept or for any change in the rent made by a Court or Tribunal.

3.11 Negotiate with the Tenant regarding any damage claim at the end of the Tenancy and make agreed deductions from the Deposit; including forwarding any adjudication to my deposits if a dispute arises unless either party disagrees. Either party has the legal right to take legal action for damage or loss through court proceedings.

3.12 Prepare the documents for adjudication if requested but subject to additional charges.

3.13 Distribute the Deposit as agreed between the parties; as agreed through adjudication; or a third-party order from the County Court.

3.14 Endeavour to obtain a forwarding address from the Tenant.

3.15 Advise that Orlando Reid Manchester can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;

Schedule 3: Deposit

Orlando Reid Manchester will do the following:

1. If agreed in writing between the Landlord and Orlando Reid Manchester the Deposit will be held and registered by Orlando Reid Manchester during the Tenancy if the Landlord uses the Property Management Service. Orlando Reid Manchester will serve the Prescribed Information on all persons forming the Tenant and any other documents required by law or by any protection scheme.

2. Orlando Reid Manchester will initiate the Return the Deposit or any agreed balance to the Tenant once deductions (if any) are agreed with the Tenant within ten days of coming to a written conclusion.

Schedule 4: General

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.

2. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Orlando Reid Manchester will be the address specified upon page two of the Agreement.

3. The service of notices on either party will be by hand delivery, or first-class post (deemed served two working days later) or by electronic service to the email address of either party given to the other from time to time. Emails will be deemed delivered immediately on leaving the outbox of the sender to the e-mail address of either party provided from time to time. The address for service for the Landlord and Orlando Reid Manchester will be those specified in the Particulars at the start of this Agreement.

4. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. Orlando Reid Manchester is not responsible or liable for the acts, commissions, or failures of third parties unless it is due to the negligence or breach of contract or omissions of Orlando Reid Manchester or their employee.

Initial: _____

5. The Landlord agrees not to take 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 Orlando Reid Manchester 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 Orlando Reid Manchester for the acts or omissions of any of their partners, consultants, employees, or agents.

6. Orlando Reid Manchester and the Landlord must comply with the Digital Marketing, Competition and Consumers Act 2025 (the "DMCCA") and the Consumer Rights Act 2015. Statements must be factually correct in all communications. Orlando Reid Manchester must not give a potential Tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective Tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the DMCCA to disclose this information to interested parties.

7. The Agent reserves the right to sub-contract or assign any or all of its rights and or obligations under this Agreement.

8. The Agent reserves the right to vary the terms of this Agreement by giving the Landlord one month's written notice.

9. If the Tenant or any person associated with the Tenant purchases the Property, the Landlord agrees to pay Orlando Reid Manchester Ltd commission of 2.5% excluding VAT, of the purchase price inclusive of fixtures and fittings.

10. 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. Orlando Reid Manchester 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.

11. Orlando Reid Manchester's Privacy Policy is shown on its website. To prevent any unauthorised access to or use of personal data, Orlando Reid Manchester has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Orlando Reid Manchester wishes to refer the matter to a solicitor; or if Orlando Reid Manchester is specifically 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.

12. Orlando Reid Manchester will retain the Landlord's details for marketing purposes unless the Landlord informs us in writing that those details should be deleted; or 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 Orlando Reid Manchester is instructed.

13. Any interest accrued on monies that Orlando Reid Manchester 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.

14. From time to time, Orlando Reid Manchester may receive fees or commission from contractors for referral of work which we retain. This fee does not affect the quality of the service provided or the price charged to the Landlord.

15. Interest will be charged at 5% 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.

16. In order to comply with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, the Serious Crimes Act 2015 Orlando Reid Manchester carry out AML checks through the Credas app. The Landlord will be provided with full information in accessing the app. The landlord must comply with all requests for information to ensure a "pass" is given to Orlando Reid Manchester to proceed. Otherwise, Orlando Reid Manchester cannot act on the Landlord's behalf.

17. In the event of the Tenancy being terminated by the Tenant, our instruction will continue on a Sole Agency basis for a minimum period of twelve weeks from the date of the notice being serviced. If the Property has not been let after twelve weeks from the date of the termination of the previous tenancy the Landlord Can give Orlando Reid Manchester two week's notice to end this Agreement without any further sum being payable.

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

18.1 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.

18.2 Immediately if the Landlord asks to Agent to do something unlawful, which would assist the Landlord in hiding the Landlord's own unlawful behaviour, or that would lead to the Agent's reputation being severely diminished.

18.3 on 2 days notice if the Landlord is in major breach of any of the terms contained in this Agreement, or if the Landlord does or does not do something which makes it impossible, impracticable, or illegal for Orland Reid to continue to perform its obligations under this Agreement.

18.4 either party carries out or suggests that the other should carry out any form of unlawful discrimination.

18.5 if Orlando Reid Manchester terminate this Agreement for any reason, the Landlord will remain liable for Commission for the Let Only Service at 12% including VAT payable annually in advance and for any Fees or Costs Orlando Reid Manchester might incur on the Landlord's behalf in transferring its obligations to the Landlord or to some other person or organisation the Landlord might nominate.

19. Orlando Reid Manchester has a complaint handling procedure and redress schemes through The Property Ombudsman ("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 managing partner. Full details of our Complaints Procedure can be found at the website address below: TOP In House Complaints Procedure 17bdOfc4c6.pdf (ggfx-orlandoreid.s3.eu-west2.amazonaws.com).

20. Orlando Reid Manchester owns the copyright to all of the photography, Videography and Floor plans. Any infringement or unauthorised use of our copyright will result in legal action. Orlando Reid Manchester reserves the right to use the photos and videos at any point.

21. Cancellation Rights: If the Landlord signs this contract away from the offices of Orlando Reid Manchester under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason.

21.1. The Cancellation Period will expire after 14 days from the signing of this Agreement.

21.2. To exercise the right to cancel, the Landlord must inform Orlando Reid Manchester of their decision to cancel this contract by post to the address in the Particulars of the Agreement on page 1, or email to manchesterlettings@orlandoreid.co.uk

21.3. 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 Orlando Reid Manchester is informed about the decision to cancel this contract.

21.4. Under the Cancellation Regulations Orlando Reid Manchester cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested Orlando Reid Manchester begin the service in writing by signing these terms.

Initial: _____

I/WE wish Orlando Reid Manchester to begin marketing the Property as from the date of signature.

Schedule 5: Fees and Commission

The Landlord is responsible for paying Commission at the rates shown in the Schedule of Agency Fees on page 3. 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 other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Orlando Reid Manchester; sight of any marketing or advertising material produced by Orlando Reid Manchester or by their instructions; by way of an introduction from an existing occupier for whom Orlando Reid Manchester 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 Orlando Reid Manchester and the Landlord whether or not Orlando Reid Manchester is the effective cause of that contract.

Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Orlando Reid Manchester is the effective cause of that extension, renewal or continuation; and for the full period of time that the Tenant occupies the Property.

Letting and Management including Rent Collection

1. The Management Fees are payable on a monthly pro rata basis beginning on the date of the first rental payment. The applicable fee shall be deducted from any rental payment received by us. The applicable letting and management fee combined remains payable through the duration of the Tenancy and any renewal or extension of the Tenancy (as applicable). The fee is calculated based on the rent on the tenancy agreement. If the rent is subsequently reduced by a Court or Tribunal the fee will not be reduced.

2. The Management Fee will be deducted from the Tenant's monthly rental payments. Where such Fees cannot be collected by this means, we will invoice you for the outstanding Fees.

3. Orlando Reid Manchester is authorised to undertake maintenance tasks up to the value of £300 without seeking prior written consent and to an unlimited amount if we reasonably believe there is a serious risk of injury to any person or damage to property or if we reasonably believe that there is a statutory obligation to do work and the Landlord will indemnify Orlando Reid Manchester for any costs incurred in accordance with the Landlord's obligations under this Agreement. Orlando Reid Manchester is not obligated to carry out any works if they are not holding sufficient finds to do so and will have no liability for any losses, fines, or penalties incurred by the landlord. Orlando Reid Manchester instruct all contractors as the agent of the Landlord meaning the Landlord is liable for all contractors' fees and any failure of the contractor to complete works to a proper standard or to the Landlord's specification is a matter between the Landlord and that contractor.

4. For any other required works undertaken, Orlando Reid Manchester will seek the Landlord's permission before undertaking any project management and maintenance works; and will require payment of the full amount due to contractors in advance to be paid into our client account to cover costs in excess of the float held.

5. Either party may terminate the Management Service by providing three month's advance notice in writing, though such notice cannot be served during the first 12 months of the Tenants occupation of the Property. Should the Agreement be terminated while a Tenant or any person introduced to the Property by Us (including those introduced by an existing occupier for whom We have previously charged commission, or through your own work or that of another agent during our instruction) continues to reside in the premises, commission remains due and payable at the Letting Service Rate 12% including VAT, paid annual in advance. This commission remains due for any extension, renewal, or continuation of the occupancy contract whether or not We are the effective cause of said transaction and shall continue for the duration that such parties or their assignees, subtenants, or successors in title remain in residence.

7. Once an offer has been accepted by both parties, references accepted by the Owner, Tenancy Agreements drawn up, and the Owner informs the Agent that he/she does not wish to proceed, Orlando Reid Manchester's full management fee will be payable for on the assumption that the tenancy lasts for six months if the Landlord then withdraws from the Tenancy.

8. If the Landlord instructs Orlando Reid Manchester to carry out, or if Orlando Reid Manchester is required to undertake tasks outside the normal services (e.g. debt collecting; court appearances; first tier tribunal proceedings; checking third party agreements; tenancy deposit services or other tribunals; post tenancy assistance or information), the Landlord agrees to pay for the time expended; the cost of this will be quoted at the time of requirement. If Orlando Reid Manchester is required to provide evidence for a court or tribunal, review and sign witness statements, or attend a court or Tribunal to give evidence or otherwise, this can be carried out, and the cost of this will be quoted at the time of requirement.

Overseas Landlords

Under the Non-Resident Landlords Scheme ('the Scheme'), Orlando Reid Manchester is required to deduct base rate tax from all rental income collected where the Landlord is not resident in the United Kingdom; and written approval has not been given by HM Revenue and Customs to receive rental income gross of taxation. All deductions made in accordance with the Scheme will be paid to HM Revenue and Customs on a quarterly basis. Unless the Landlord provided satisfactory documentary evidence to receive rental payments gross of taxation, Orlando Reid Manchester will charge a quarterly administration fee of £60 including VAT in relation to each quarter in which payments are made to HM Revenue and Customers on the Landlord's behalf.

Value Added Tax (VAT) All fees quoted are inclusive of VAT.

Initial: _____

Schedule 5: Fees and Commission

I/WE wish Orlando Reid Manchester to begin marketing the Property as from the date of signature.

Part A	
Council Tax / Domestic Rates	
Rent	
Deposit(s)	
Part B	
Property Type	
Property Construction (Brick etc.)	
Number and Types of Room	
Electricity Supply	
Water Supply	
Sewerage Supply	
Heating	
Broadband	
Mobile Signal/ Coverage	
Parking (Designated space, garage)	
Part C	
Building Safety (Cladding Issues)	
Restrictions (Age of tenant if retirement home, use of facilities)	
Rights and Easements (Path over garden etc.)	
Flood Risk	
Coastal Erosion Risk	
Planning Permission (granted or outstanding affecting property, such as work next door/ overhead)	
Accessibility/adaptations (use for a disabled person)	
Coalfield or Mining Area	

Landlord 1		Landlord 2	
Sign:		Sign:	
Print:		Print:	
Date:		Date:	

I/we confirm the information noted above the accurate to the best of our knowledge and belief.
I/We are aware if important, false or misleading information **is or is not** provided, a claim may be made against me/us.

Orlando Reid Manchester will provide to the Landlord with the services requested being as follows:
LETTING SERVICE; RENT COLLECTION SERVICE; MANAGEMENT SERVICE; or HMO FULL MANAGEMENT SERVICE as detailed in the SCHEDULE OF SERVICES.
Orlando Reid Manchester will provide our services with all reasonable care.

Initial: _____