

LANDLORD INSTRUCTION & SERVICE AGREEMENT

Includes Terms of Business and statutory cancellation documents

Template version RRA.21.08.2026-R2 | England

PROPERTY-SPECIFIC INSTRUCTION

Reference

Date

Landlord(s)

Correspondence address

Property

Proposed rent

Thank you for instructing Khani Property Group Ltd t/a Austin Chambers & Co (the Agent). This Instruction Letter, the Terms of Business below, the current Service Description and the Landlord Fees Schedule form one agreement. If there is a conflict, the property-specific agreed terms in this signed Instruction Letter take priority, followed by the Terms of Business, Fees Schedule and Service Guide in that order.

IMPORTANT - NO TENANT-INTRODUCTION-ONLY OPTION

Service Level 1 is a bundled Tenant Introduction and Continuing Tenancy Compliance Service. It is not a one-off tenant-find product. If the Agent introduces a tenant who enters into or occupies under a tenancy of the Property, the Landlord commits to the initial annual Service Period and the annual compliance fee described below. Please do not sign or authorise marketing unless you accept that continuing commitment.

1. Selected service and agreed core fee

Level	Service	Standard fee - VAT inclusive
Service Level 1	Tenant Introduction & Continuing Tenancy Compliance	Sole/Joint Sole: 8.4% of agreed annualised rent; Multi-Agency: 9.6%; minimum £1,200, plus 6% annual compliance
Service Level 2	Tenancy Management - Rent Collection & Compliance	10.8% of annualised rent
Service Level 3	Full Property Management	14.4% of annualised rent
HMO supplement	Where Agent is named manager of a licensable HMO	+2.4% of annualised rent

REFERENCING SCOPE - IMPORTANT ADDITIONAL CHARGE

The core percentage fee for Service Levels 1, 2 and 3 includes only the Agent's Basic Applicant Check: identity and contact-detail checks from available information, a basic applicant/tenancy suitability review, and the statutory Right to Rent check where the Agent is responsible. It does not include comprehensive affordability verification, credit referencing, employment/accountant checks, previous-landlord references, income-document authentication, open-banking analysis, guarantor underwriting or a comprehensive written reference report.

Where the Landlord instructs Comprehensive Referencing and Tenancy Setup, the additional charge is £360 inclusive of VAT for up to two tenants and £180 inclusive of VAT for each additional tenant. The charge is payable when the work is instructed and carried out, whether or not the applicant ultimately proceeds, passes all criteria or takes occupation.

The only standard waiver is for an eligible Service Level 3 Full Property Management instruction where the Landlord purchases the Agent's qualifying Rent Guarantee policy at the premium quoted by the Agent and the tenancy is accepted under that policy. In that case the Comprehensive Referencing and Tenancy Setup charge, including additional-tenant referencing charges, is waived. The Rent Guarantee premium and any separate policy charges remain payable. No waiver applies to Service Level 1 or Service Level 2.

If Full Property Management does not proceed, the policy is not purchased through the Agent, underwriting is declined, the policy is cancelled or does not take effect, or the Landlord changes service level before commencement, the normal charges apply to Comprehensive Referencing and Tenancy Setup work already instructed or completed. The waiver has no cash value and cannot be transferred, set off or claimed as a refund.

AGREED INSTRUCTION

Selected service

☐ Level 1 Sole/Joint Sole ☐ Level 1 Multi-Agency ☐

A. Khani MARLA ANEA M. Raducu

Khani Property Group Ltd. Registered Office: Suite 4, 2nd Floor, 46a Church Street, Enfield, London EN2 6AZ. Company No. 11847556



HMO supplement Standard rate applies Property-specific agreed rate override Reason / authority for override Repairs authority limit	Level 2 ☐ Level 3 ☐ Applies ☐ Does not apply ☐ Yes
--	--

A completed property-specific override, if expressly stated and signed here, replaces only the corresponding standard percentage for this Property. It does not alter any other charge or the annual-in-advance payment basis.

2. When fees are earned, invoiced and payable

- The Tenant Introduction Fee is earned upon the earliest of: execution of a tenancy or occupation agreement with an Introduced Person; the Introduced Person taking possession; or the Landlord entering into an arrangement with an Introduced Person through another agent or directly during the Introduction Protection Period. It is invoiced on or after that event and payable within 14 days.
- The Continuing Tenancy Compliance Fee and the Service Level 2 or 3 annual fee are charged annually in advance for each 12-month Service Period. The first annual fee is invoiced at or immediately before tenancy commencement and each later annual fee at or immediately before the Service Anniversary. Every invoice is payable within 14 days.
- The Landlord may not impose a monthly payment basis, defer payment, make deductions, set off another claim or withhold an undisputed sum. A different payment arrangement is valid only if recorded in a written variation signed or expressly approved by a Director of the Agent. Granting a concession once does not vary future payment obligations or establish a course of dealing.
- Where the Agent holds rent or other client money for the Landlord, the Landlord authorises the Agent, subject to client-money rules and applicable law, to deduct invoices and other properly due sums before remittance and to provide an itemised statement.

3. Annual service commitment and termination

The initial Service Period starts when the introduced tenancy commences and lasts 12 months. After that, the appointment continues for successive 12-month Service Periods. Either party may prevent the next Service Period starting by giving not less than three months' written notice expiring on the next Service Anniversary. Notice does not cancel the current Service Period or remove liability for its annual fee. The Agent will send a renewal/continuation reminder reasonably before the notice deadline; failure to receive a reminder does not invalidate a clearly accepted current commitment, but the Agent will act fairly where delivery failure is evidenced.

The Landlord may terminate immediately for the Agent's material breach if the breach is capable of remedy and remains unremedied 30 days after written notice specifying it. The Agent may suspend or terminate for material non-payment, unlawful instructions, safety/compliance refusal, abusive conduct, loss of authority or regulatory risk. Accrued fees, third-party commitments and reasonable transition charges remain payable.

4. Optional and separately chargeable instructions

OPTIONAL / CHARGEABLE SERVICES	
Comprehensive referencing/setup	☐ Instruct at £360 inc VAT for up to 2 tenants, plus £180 inc VAT per additional tenant ☐ Do not instruct - Basic Applicant Check only
Rent Guarantee	☐ Request quotation - available only with Level 3 Full Property Management and subject to underwriting/policy terms
Compliance / certificates	☐ EPC ☐ GSR ☐ EICR ☐ PAT ☐ Legionella ☐ Alarms ☐ Licensing
Tenancy administration	☐ Inventory ☐ Check-in ☐ Deposit protection
Other	

5. Rent payment bank details

Rent collected by the Agent will be remitted to the verified account below, after authorised deductions. The account should normally be in the Landlord's name. The Agent may withhold payment pending identity, ownership, AML, sanctions or bank verification. Any later change requires a separate authenticated written instruction and independent verification; bank details sent only by email will not automatically be acted upon.

LANDLORD RENT REMITTANCE ACCOUNT - TO BE COMPLETED BY PRIMARY LANDLORD

Account holder	_____
Bank / building society	_____
Sort code	_____
Account number	_____
Payment reference	_____

6. Deposit scheme declarations

Any conviction or pending hearing for money laundering, fraud or financial crime? ☐ Yes ☐ No

Ever refused membership of a tenancy-deposit scheme? ☐ Yes ☐ No

Ever refused a licence to operate a private rented property? ☐ Yes ☐ No

7. Consolidated acknowledgement and early-performance request

I/We confirm that I/we have received and had the opportunity to read the Instruction Letter, Terms of Business, Service Guide, Fees Schedule, Privacy Notice and cancellation information before becoming bound. By signing once below, I/we accept the selected service, annual-in-advance charging, 14-day payment deadline, annual service commitment, termination provisions, referencing limitations and additional charges. I/We confirm authority to let, required consents and the accuracy of information supplied, and understand that the Landlord retains ultimate legal responsibility.

☐ I expressly request the Agent to begin marketing and/or other instructed services before the 14-day cancellation period ends. I understand that, if I cancel after work has begun, I must pay a proportionate amount for services supplied and authorised third-party costs. If the requested service is fully performed during the period after my express request and acknowledgement, I understand that the statutory right to cancel may be lost to the extent permitted by law.

8. Signature

By signing once below, each Landlord confirms all selections and the consolidated acknowledgement above. No initials are required elsewhere. Each signatory confirms authority to bind the named Landlord; where more than one Landlord is named, obligations are joint and several.

EXECUTION

Landlord 1	Signature: _____
	Date: _____
Landlord 2	Signature: _____
	Date: _____
For the Agent	Signature: _____
	Date: _____

TERMS OF BUSINESS - LETTINGS, MANAGEMENT & COMPLIANCE

1. Parties, documents and definitions

The Agent is Khani Property Group Ltd t/a Austin Chambers & Co, company number 11847556, trading from 191 Woodhouse Road, Friern Barnet, London N12 9AY and registered at Suite 4, Second Floor, 46a Church Street, Enfield, London EN2 6AZ. 'Landlord' includes every person named in the Instruction Letter, jointly and severally where more than one. 'Introduced Person' means a person whose identity or interest became known to the Landlord through the Agent's marketing, enquiry handling, viewing, negotiation, records or communication. 'Annualised Rent' means 12 times the monthly rent, or the equivalent 12-month amount for another rent period, excluding deposit and permitted tenant payments. 'Service Anniversary' is each anniversary of tenancy commencement. 'Service Period' is each 12-month period beginning at commencement or a Service Anniversary.

The signed Instruction Letter, these Terms, the Fees Schedule and the Service Guide are the entire agreement concerning the instruction, subject to fraud and matters that cannot lawfully be excluded. A later variation is effective only in writing and approved by both parties; a fee concession requires approval by a Director of the Agent.

2. Services and standard of performance

The Agent will exercise reasonable care and skill. Exact services depend on the selected level. Advice is practical agency and compliance administration, not reserved legal, tax, surveying, structural, fire-engineering or financial advice. The Landlord must obtain specialist advice where appropriate.

Level 1 includes initial marketing and introduction plus the defined Continuing Tenancy Compliance Programme. Level 2 adds rent collection, accounting, routine arrears administration and tenancy communication. Level 3 adds repair coordination, inspections and fuller day-to-day property management within agreed authority. Exclusions and separately chargeable work appear in the Guide and Fees Schedule.

2.1 Basic checks and Comprehensive Referencing

Every service level includes only the Basic Applicant Check defined in the Instruction Letter and Guide. A Basic Applicant Check is not a representation that an applicant is affordable, creditworthy or suitable and is not a guarantee of performance. Comprehensive Referencing and Tenancy Setup is a separate instructed service charged at £360 inclusive of VAT for up to two tenants and £180 inclusive of VAT for each additional tenant. The Landlord must make the final decision whether to accept an applicant, having regard to the level of checking selected.

Rent Guarantee is available only with Service Level 3 Full Property Management, subject to the Agent offering the product, insurer underwriting, policy terms and continuing eligibility. If the Landlord purchases the qualifying policy through the Agent at the Agent's quoted premium and the tenancy is accepted for cover, the Comprehensive Referencing and Tenancy Setup charge and additional-tenant referencing charges are waived. The premium is not waived. The waiver ends and normal charges apply to work already instructed or completed if the qualifying Full Management instruction or policy does not proceed or take effect. The waiver is not available under Service Levels 1 or 2, has no cash value and is not a refund or set-off.

3. Introduction entitlement and anti-circumvention

The Introduction Protection Period begins when the Agent first markets the Property or introduces an applicant and ends six months after the Agent's marketing instruction ends. If, during that period, the Landlord or a connected person grants occupation to an Introduced Person, directly or through another agent, the agreed Tenant Introduction Fee is payable. No fee is payable merely because an applicant was already demonstrably known to the Landlord and disclosed in writing before the Agent's introduction.

This protection is limited to the initial introduction fee and sums for work actually commissioned. It does not create an indefinite commission on unknown successors. A replacement occupier is treated as an Introduced Person only where the Agent itself introduces, references or negotiates with that person, or where the arrangement is deliberately structured to evade an otherwise due fee.

4. Fees, VAT and payment

All advertised and contractual consumer-facing amounts are inclusive of VAT at the prevailing rate unless expressly stated otherwise. Percentage fees are calculated on Annualised Rent. If rent changes, the annual fee for the next Service Period is calculated using the rent payable at the start of that period. No retrospective adjustment is made merely because rent changed during a paid Service Period unless agreed.

Invoices are due within 14 days without demand. The Landlord must notify a genuine invoice query within seven days and pay every undisputed part by the due date. The Landlord may not set off an alleged claim against client money or fees. On overdue sums the Agent may charge simple interest from the due date at 3% per annum above the Bank of England base rate, together with reasonable, evidenced third-party recovery and court costs to the extent legally recoverable. Interest does not limit the Agent's right to suspend non-essential services after reasonable notice.

Annual fees are payment for the reserved capacity, monitoring programme and services available throughout the Service Period and are invoiced in advance. No refund arises from the Landlord choosing not to request every included task. Where the tenancy ends and the Property is vacant before a Service Period ends, the Agent will reconcile any unperformed variable services fairly; no double charge will be made for overlapping service periods. This does not affect fees already earned for introduction, fixed setup work or the current minimum Service Period.

5. Duration, notices, handover and sale

Notice must be in writing and delivered by email to lettings@austinchambers.co.uk or to the trading address. An email is treated as received on the next working day unless delivery failure is shown. The Agent may require identity verification before acting on a termination or payment instruction.

On termination the Agent will prepare a proportionate handover after payment or agreed provision for all undisputed sums. The Landlord must nominate the incoming agent, provide deposit-protection instructions and ensure lawful transfer arrangements. The handover fee in the Fees Schedule applies only to the described work and is not a penalty. Sale, transfer, refinancing, change of beneficial ownership or appointment of another agent does not extinguish accrued liabilities; the Landlord must disclose the agreement to a successor where relevant.

6. Landlord warranties and legal responsibility

- The Landlord has authority to let and instruct the Agent and will provide evidence of identity, ownership and authority.
- The Property will be safe, fit, properly licensed and compliant with housing, fire, gas, electrical, energy, alarm, furniture, equality and immigration-related requirements in force.
- The Landlord will provide accurate material information and promptly notify changes, defects, notices, claims, occupiers and restrictions.
- The Landlord remains responsible for tax, mortgage, superior lease, insurance and statutory obligations and for approving expenditure unless emergency authority applies.
- The Agent may refuse to market, let or continue acting where it reasonably believes an instruction is unlawful, unsafe, misleading or inconsistent with professional obligations.

7. Money, rent and authority

For Levels 2 and 3 the Agent receives rent as agent, accounts for cleared sums and may deduct authorised fees, contractor invoices and other properly due amounts. Receipt by the Agent discharges the tenant only to the amount actually received. The Agent does not guarantee rent, tenant performance or vacant possession unless a separate written insurance-backed product expressly provides cover.

8. Deposits

Responsibility for protection must be selected in writing. If the Agent is instructed and receives the deposit in sufficient time, it will register and administer it under the selected scheme. The Landlord must promptly sign and supply information required for prescribed information. If the Landlord holds or protects the deposit, responsibility and liability remain solely with the Landlord. Adjudication and dispute work may be charged separately.

9. Repairs, contractors and emergency authority

Contractors are normally instructed as the Landlord's contractors. The Agent will use reasonable care in selection but does not guarantee independent contractors. The Landlord authorises expenditure up to the limit in the Instruction Letter. In an emergency, safety risk or threat of material damage, the Agent may take reasonable necessary action above that limit where the Landlord cannot be reached, and recover the cost. Project coordination fees apply only as stated in the Fees Schedule and will be disclosed before non-emergency works where practicable.

10. Liability and indemnity

Nothing excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or liability that cannot legally be excluded. Subject to that, the Agent is not liable for indirect or consequential loss, tenant default, hidden defects, contractor default, cyber/banking fraud not caused by the Agent's failure to use reasonable care, or loss caused by inaccurate or late Landlord information. Any indemnity applies only to loss reasonably incurred from the Landlord's breach, unlawful instruction or inaccurate information and is reduced to the extent caused by the Agent's own breach.

11. Insurance, referrals and commissions

Insurance and third-party products are subject to separate terms and eligibility. Rent Guarantee is offered only alongside Service Level 3 Full Property Management because the Agent must control rent collection, arrears monitoring, compliance administration and claim procedures. The Agent may receive a referral fee or commission. The existence and, where required, amount or method of calculation will be disclosed before commitment. A landlord may use another insurance provider, but that does not qualify for the Agent's referencing/setup-fee waiver unless the Agent expressly agrees otherwise in writing.

12. Data protection, AML and communications

The Agent processes personal data under its Privacy Notice and may share it with tenants, applicants, contractors, schemes, insurers, utilities, authorities, professional advisers and service providers as reasonably necessary. The Landlord will supply identity, ownership, source-of-funds and sanctions information requested. Instructions by email are accepted subject to verification; the Landlord must independently verify any change of bank details using a known telephone number.

13. Complaints, redress and governing law

Complaints should be made in writing. The Agent will acknowledge, investigate and issue its final viewpoint under its published complaints procedure. After the internal procedure, or when the applicable redress timetable permits, an eligible complainant may refer the matter to The Property Ombudsman. These Terms are governed by the law of England and

Wales. The courts of England and Wales have jurisdiction, without removing any mandatory consumer right to bring proceedings elsewhere.

14. Severability, waiver and third-party rights

If a provision is unlawful or unenforceable it is read down or removed only to the extent necessary. Delay or leniency is not a waiver. No person other than the parties has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999, except a lawful successor expressly assigned the benefit with written notice.

NOTICE OF RIGHT TO CANCEL

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, the Landlord may cancel within 14 days after the contract is made without giving a reason. The cancellation period expires 14 days after the day of conclusion. To cancel, send a clear statement to the Agent at the trading address or lettings@austinchambers.co.uk before the period expires.

If the Landlord expressly requested performance during the cancellation period, the Landlord must pay a proportionate amount for services supplied up to cancellation and authorised third-party commitments. Where a service has been fully performed following the Landlord's prior express request and acknowledgement, the right to cancel may be lost to the extent permitted by law.

MODEL CANCELLATION FORM

To: Khani Property Group Ltd t/a Austin Chambers & Co, 191 Woodhouse Road, Friern Barnet, London N12 9AY, lettings@austinchambers.co.uk

I/We give notice that I/we cancel the contract for letting/management/compliance services relating to [PropertyFullAddress].

Landlord name(s)	[LandlordFullNames]
Address	[LandlordPostalAddress]
Signature (paper form only)	
Date	