



LANDLORDS TERMS & CONDITIONS OF BUSINESS AGREEMENT

**Stadium Residential is a part of the National Federation of Property Professionals
Client Money Protection Scheme**

This document comprises of six elements:

- A description of the range of services that Stadium Residential can offer and corresponding fees.
- Our contract terms.
- Landlords Legal Obligations.
- Definitions.
- Summary of Fees.
- Confirmation of Landlords Instructions.

ASSET MANAGEMENT SERVICE

A fee of 13%+VAT /15.6% Incl. VAT of the gross rent payable for the full term of the Tenancy, our fees will be collected monthly from rent received and the balance of funds transferred to your nominated bank account within 5 working days.

Should you instruct us to proceed with a proposed Tenancy at your property based on an offer from a Tenant introduced by us from which you subsequently withdraw, we reserve the right to charge a fee of up to £300 Incl. VAT to recompense our reasonable expenses and time incurred in the intervening period in relation to the negotiation and creation of all necessary paperwork, taking of references etc.

You will not be liable for such costs if the withdrawal is the result of the proposed Tenant's unsuitable references or if the Tenant withdraws for any reason.

The comprehensive asset management service we provide comprises:

- a) Market the property as appropriate and unless otherwise agreed accompany prospective Tenants on viewings.
- b) Report all offers received and negotiate acceptable terms for the Tenancy with the prospective Tenant.
- c) Apply for references on the prospective Tenant as appropriate. This may be via an independent credit referencing agency.
- d) Conduct Right to Rent checks
- e) Serve prescribed information

- f) Arrange necessary maintenance with approved, insured and certified contractors
- g) Monitor compliance certification
- h) Serve statutory notices when instructed
- i) Prepare or administer an appropriate Assured Periodic Tenancy Agreement to be signed physically or electronically by both Tenant(s) and Landlord(s) within 15 days from the date the tenant pays their initial deposit unless both parties agree to vary this time-scale.
- j) At the end of the initial term of the Tenancy ascertain the intentions of both parties and serve any required notices as appropriate.
- k) Negotiate any required and agreed extension of the Tenancy and prepare the relevant documents for signature (including electronic signatures) by both Tenant(s) and Landlord(s) if requested.
- l) We undertake to pay the rent received to you within 5 working days of receipt provided the payment is made to you by direct transfer/electronic bank transfer.
- m) Arrange on your behalf and at your cost for the creation of a professional inventory and schedule of condition by an independent inventory company.
- n) Arrange for the checking of the inventory at both the start and the end of the Tenancy. The cost of the inventory check-in and check-out is payable by you.
- o) Should a Tenancy not proceed for any reason, inventory costs incurred must be met by you.
- p) Arrange on your behalf and at your cost for the required safety regulations inspections to be undertaken prior to the start and throughout the term of the Tenancy, subject to the provision of access for the contractor.
- q) Register your tenant's security deposit with The Deposit Protection Scheme and negotiate the release of the agreed funds after any deductions for dilapidations at the end of the tenancy.
- r) Notify on your behalf, the utility companies for electricity, gas and water services (but not telephone) of the change of user at the start and end of the Tenancy.
- s) N.B. Utility companies do not allow Agents to sign up for supplies on behalf of the Landlord or Tenant. We shall not be liable for any disconnection or reconnection charges that may arise from the failure of the Landlord or Tenant to do so.
- t) Notify the Council Tax authority of the change of occupier at the start and end of the Tenancy.
- u) Twice annually during the Tenancy we will visit the property to conduct a visual check of its condition and will notify you if any issues are evident. This is not a structural survey and we cannot accept liability for hidden or deliberately concealed defects.
- v) We will require you to provide us with a minimum float of £350 at the commencement of the contract and to maintain this level on your account so that we can appoint contractors to attend on your behalf for necessary repairs without delaying works to commence.
- w) We will provide contact details for our maintenance team to your tenant when in occupation and will respond to their requests when they notify us of any maintenance issues by appointing contractors to attend and provide estimates for any necessary repairs. Any works estimated to cost in excess of £350 will be referred to you for your approval before the work commences.

Our maintenance team will monitor the work until completed and will settle the contractor's invoice from your funds.

- x) Collect rent and pursue arrears (pre-legal stage)
- y) Our accounts team will liaise with tenants over any late rental payments should they ever arise and provide you with a monthly statement of income and expenditure.
- z) Annual income and expenditure statements can be supplied upon request.
- aa) Our maintenance teams will notify you of any utility periods that may have been incurred during void periods and can pay service charges and ground rent demands upon your authorisation.

OUR CONTRACT TERMS

Under the Consumer Rights Act 2015 we are legally required to ensure that our standard terms are fully understood and acceptable.

This document outlines the standard services we provide to Landlords and our fees for so doing, plus any additional services and fees which we offer.

We draw to your attention your Landlords Statutory Legal Obligations detailed in Section 5, Landlords Repairing Obligations in Section 7 and Safety Regulations in Section 8, these all outline important information regarding legislation affecting the letting of private rented Property and the legal requirements which are placed on Landlords. Please read these carefully before instructing us to proceed with marketing your property for letting and let us know immediately if you have any queries.

If you do not understand or do not wish to accept any of our terms please tell us and we will be pleased to discuss them with you and clarify any points on which you require further explanation before you sign them.

If you are still unsure you should take further advice from a solicitor or Citizens Advice Bureau.

Once satisfied please complete and return the attached Confirmation of Landlords Instructions.

By confirming the level of service you require by completing the declarations and signing where applicable on page 14 of this Landlords Terms & Conditions Of Business Agreement you are accepting our terms and accept that they are reasonable.

If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect.

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

Should you wish to cancel our Asset Management Service we require three months' notice in writing, this includes notification by email which should be addressed to AG@stadiumresidential.com.

You will not be charged Asset Management fees and no maintenance service is provided whilst a property is vacant with the exception of dealing with post tenancy essential works and repairs.

ENTITLEMENT TO FEES

We will retain our fees from monies received by virtue of this agreement save such monies which represent the Tenant's security deposit.

Payment of all other sums due to us hereunder is due upon delivery of invoice or may be deducted by us from monies coming into our hands and belonging to the Landlord.

In the event a tenant ceases to pay rent as a consequence of your non-compliance to fulfil your statutory obligations we shall be entitled to our fee if we let the property whether instructed orally or in writing.

No refund of any fees received in advance will be given should the Tenant cease to pay rent due to your non-compliance to fulfil your obligations under Section 11 of the Landlord and Tenant Act 1985 and any subsequent amendments other than the lawful exercise of a release or break clause by the tenant.

Should the Tenant lawfully exercise a release or break clause our fee will be payable up to and including the last lawfully due rent payment and will cease to be applicable thereafter.

If the Tenant vacates the property before the end of the agreed term and we secure a new Tenancy covering the remaining period the fee relating to the overlap will be refunded.

If a Tenant vacates the property before the end of the agreed term with your permission and a new tenancy is secured by another party the fee due to the end of the agreed term shall remain due from you.

Any sums due to us by yourself under these Terms & Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above the base rate of the Bank of England from time to time which shall accrue on a daily basis from the date such sums become due until payment.

COMMISSIONS FROM THIRD PARTIES

In the normal course of business we may be offered commissions by third parties, such as insurance companies, to whom we might introduce our clients' business.

We will not solicit such commissions but will select such companies on the basis of their competence and/or availability.

If we are satisfied that our client's interests are not adversely affected then we may accept such commissions for our own benefit and we shall account for them to our clients.

EXCLUSION OF LIABILITY

We are not liable for any rent, or non - payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

Should your Tenant fall into rent arrears any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord.

In the event we become aware of any breach of tenancy including late payment or non-payment of rent, we will contact you and the tenant accordingly and advise you to contact your legal representative to take the appropriate action.

We do not directly employ inventory clerks or contractors, we arrange for them to carry out their responsibilities on your behalf, consequently we cannot be held responsible for any error or omission on the part of any independent inventory clerk or contractor instructed on your behalf.

We do not undertake to forward to you any letters or packages received at the property after your departure. It is your responsibility to make arrangements with the postal authorities for the re-direction of your mail.

You undertake to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on your behalf by virtue of this Agreement.

If we reasonably suspect any funds paid or payable under this Agreement or otherwise represent the proceeds of activities involving criminal acts, we will immediately take such action as is required of us by law.

CONFIRMATION OF INSTRUCTIONS

No variation to these terms will be effective unless agreed by us in writing.

We reserve the right to give to other agents details of premises to let on a commission-sharing basis in the absence of instructions to the contrary. No additional fees are payable by you in such cases.

EXTRA ORDINARY SERVICES

We shall be entitled to such fee as is fair and reasonable for any necessary or required work or management service undertaken on your behalf upon your instruction or without your prior instruction in the case of an emergency, which is of an unusual nature and has not been envisaged in these terms and conditions of business.

COMPLAINTS PROCEDURE

We are committed to offer an efficient and professional service to all our clients and customers. When something goes wrong we need you to tell us about it and we welcome suggestions on how our standards can be improved. Please refer to the attached link found on our website.

<https://stadiumresidential.estate-track.co.uk/wp-content/uploads/2026/10/1460490-Complaints-procedure.pdf>

"Stadium Residential Ltd. support all aspects of diversity and embrace a culture where these differences between people are respected and valued. We deal with customers, clients and staff as individuals and promise equality to all."

LANDLORDS STATUTORY LEGAL OBLIGATIONS

Below is a brief outline of the primary statutory requirements placed on Landlords when they are renting their property. See also our Lettings Guide for Landlords or ask us for further information if you require clarification on any of the following.

Stamp Duty Land Tax

With effect from 1 December 2003, under the Finance Act 2003, the Landlord no longer has any liability for Stamp Duty on any Lease created for a residential letting after that date.

The sole responsibility for the payment of the Stamp Duty Land Tax, which was introduced under the Finance Act 2003, where it is applicable, is placed upon the Tenant.

Right to Let

Before entering into any agreement to let your property you must check whether there are any restrictions to your doing so and whether consent needs to be obtained.

Failure to obtain such consents where required may result in invalidating the Tenancy.

When you sign this contract with us you are confirming that you have the right to instruct us to let the property and that you have obtained all the necessary consents.

Stadium Residential cannot be held liable for any difficulties arising as a result of your failure to observe these requirements.

Superior Landlord/Freeholder - If you hold the property on a Lease you must ensure that your Lease permits you to let the premises and that you are granted consent to do so. You must also ensure that the letting is for a period expiring prior to the termination of your own Lease.

Mortgage Provider - If the property is subject to a bank loan or mortgage, in most cases permission will be required from the lender before the property can be let.

Insurer - Most insurance policies require you to notify them if the property is to be let. Failure to do so may void the policy.

TAXATION

Any person or organisation receiving income from a property situated in the UK might be liable to tax on that income, whether or not his normal place of abode is inside or outside the UK, and is required to disclose such income to the Inland Revenue.

In addition, all records relating to that property are required to be kept for up to six years.

We are unable to advise you on tax matters and recommend that the services of a Chartered Accountant are used to ensure all allowable outgoings can be offset against tax.

Landlords Resident Overseas - You are required to notify us immediately if your residency status changes at any time during the Tenancy or any extension or renewal of the Tenancy, and to provide us with your current residential address.

In accordance with the Finance Act 1995, agents are required to deduct tax at the basic rate from rent monies net of expenses prior to paying these monies to Landlords resident overseas, and account to the Inland Revenue quarterly and at the end of the tax year.

All overseas Landlords may apply to the Inland Revenue for Exemption, which if granted, allows the agent to pass the rent monies to the Landlord without deduction of tax. We strongly recommend that Exemption application is made if applicable,

Should you not wish to apply, or if Exemption is refused, we are obliged to submit quarterly returns to the Inland Revenue, we reserve the right to make a charge not exceeding £50 inclusive of VAT per annum to cover our administration costs.

LANDLORDS REPAIRING OBLIGATIONS

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water.

When you sign this contract and instruct us to act as your Managing Agent you are confirming our permission to maintain your property at your expense as stated in the Tenancy Agreement subject to the provisions of the above Act.

SAFETY REGULATIONS

Landlords Statutory Legal Obligations:

Responsibility for compliance with the statutory safety regulations or any re-enactment, is and remains the personal obligation of the Landlord.

Failure to comply with safety legislation is a criminal offence and can lead to prosecution, fines or imprisonment or both.

- (i) **Furniture & Furnishings:** [The Furniture and Furnishings \(Fire\) \(Safety\) Regulations 1988](#) (1989, 1993 & 2010)

All upholstered furniture, permanent or loose fittings, soft furnishings, beds, mattresses, pillows and cushions supplied to a property forming part of a letting must comply with these Regulations.

Furniture sold by a retailer after 1 March 1990 must comply and carry labels to this effect. Where there are no labels, or there is any doubt regarding compliance, the items should be replaced.

It is illegal to let a property with furniture which does not comply.

When you sign this contract with us you are confirming that you have ensured that all furniture and furnishings in the property comply with these Regulations.

- (ii) **The Gas Safety (Management) (Amendment) Regulations 2023**
<https://www.legislation.gov.uk/ukxi/2023/284>

Landlords are responsible for ensuring that all gas appliances and installation pipe work in tenanted premises are maintained in good order and in a safe condition so as to prevent risk or injury to any person.

The Regulations require that all appliances and pipe work are checked for safety by a GAS SAFE certified gas engineer prior to the commencement of a Tenancy and every 12 months thereafter.

A record of the safety check must be supplied to each Tenant and a copy kept by the Landlord and/or his Managing Agent for at least two years.

It is illegal to allow a Tenant to occupy a property without a valid Gas Safety Record.

We will arrange on your behalf for the safety checks to be undertaken, subject to the provision of access for the contractor and for new clients we require a copy of the current and all subsequent Gas Safety Records, prior to the commencement and throughout the Tenancy.

Where we are not instructed to do so and the Landlord fails to provide us with a current Gas Safety Record prior to the commencement of the Tenancy, we will not release keys and grant occupation to the Tenant of the property until this is received, which will result in the Landlord being in breach of the terms of the Tenancy.

Where failure to provide a current Gas Safety Record results in the Tenancy not proceeding, a fee of £300 inclusive of VAT may be payable to us by the Landlord.

- (iii) **Electrical Inspection Conditions Report** [The Electrical Safety Standards in the Private Rented Sector \(England\) Regulations 2020 \(legislation.gov.uk\)](#)

Where a tenancy starts on or after the 1st July 2020, landlords are required by law to provide tenants with a copy of a valid Electrical Inspection Conditions Report (EICR) prior to the tenancy commencing.

- (iv) **The Electrical Equipment (Safety)** [The Electrical Equipment \(Safety\) Regulations 2016 \(legislation.gov.uk\)](#).

Landlords must ensure that ALL electrical appliances and the electrical supply is 'safe' and will not cause 'danger'.

We recommend that an inspection is undertaken prior to the commencement of a Tenancy and at regular intervals thereafter.

We will, if instructed, arrange on your behalf for the inspection to be undertaken, subject to the provision of access for the contractor.

(v) **Part P Building Regulations (Electrical Safety in Dwellings)**

From 1st January 2005 any works, repairs or maintenance undertaken on domestic electrical installations in certain areas of a property must be carried out by a competent person registered with an organisation providing an approved self-certification scheme.

Wherever possible when instructing contractors on a Landlord's behalf to carry out applicable electrical repairs and maintenance at a property, we will only instruct such approved contractors.

(vi) **Building Regulations [The Smoke and Carbon Monoxide Alarm \(Amendment\) Regulations 2022](https://www.legislation.gov.uk)** [\(\[legislation.gov.uk\]\(https://www.legislation.gov.uk\)\)](https://www.legislation.gov.uk)

All properties built since June 1992 must be fitted with mains-operated interlinked smoke detectors / alarms on each floor. Whilst properties built before that date are not included under the statutory requirement, we insist that all properties to be let are fitted with smoke alarms and these are regularly serviced. We can, if requested, arrange this on your behalf at your expense. It is a landlord's responsibility to ensure that smoke detectors are fully operational on the date that any tenancy commences.

Carbon Monoxide monitors/alarms must be fitted wherever a combustible appliance is installed and tested in working condition. Stadium Residential can instruct contractors to install these at additional cost.

DEFINITIONS

In these terms and conditions the following expressions shall have the following meanings:

"The Agent" Stadium Residential Ltd trading as Stadium Residential and its successors in title or assignments

"The Landlord" Any one or more individuals or corporate entities that has the legal right as freeholder or leaseholder to let the property or his successors in title or assignments

"The Property" The property specified in the instruction letter or any part thereof together with any common ways or shared facilities if the Property is part only of a building and any fixtures fittings and furniture belonging to the Landlord

"The Tenant" Any one or more individuals or corporate entities named as Tenant in the Tenancy Agreement.

"The Occupier" The authorised Licensee of the Tenant permitted occupation of the property under the terms of the Tenancy Agreement

"The Tenancy Agreement" The written contract between the Landlord and the Tenant setting out the terms of the tenancy including rent.

"The Tenancy" The full period during which the Tenant rents the property from the Landlord including any subsequent extensions.

“Rent” The sum payable by the Tenant to the Landlord for the duration of the tenancy inclusive of ground rent and service charge but excluding gas, electricity, telephone, water and council tax except where otherwise specified.

“The Deposit” The sum of money lodged with the agent by the Tenant at the start of the tenancy to cover any damage or loss not considered to be fair wear and tear, incurred during the tenancy. Any balance after deducting costs must be returned to the Tenant.

“Asset Management Fee” The remuneration payable to Stadium Residential for the services provided as outlined in these terms of business.

“Market the Property” On receiving your instructions to proceed we will market the property by all means and media deemed appropriate by ourselves.

SUMMARY OF FEES

Clause numbers are shown for ease of reference only. Please refer to clause for full explanation of service.

Description of Service	Fee
Asset Management Service	13 % +VAT / 15.6% Inclusive of VAT of the gross rent for full tenancy term
Additional Services	Fee
Register tenants deposit with DPS – applicable for tenant introduction only service (Included within Letting & Management Service)	£60 Inclusive of VAT (£50 excluding VAT)
Sale to Tenant	We reserve the right to charge a commission of up to 1.8% (Inclusive of VAT) of the final total purchase price
Landlord Withdrawal from Offer	£300 Inclusive of VAT

Our Landlord's can obtain rental guarantee on tenants introduced by Stadium Residential provided they pass credit and reference checks, this is a supplementary service provided by a third party and incurs additional cost, if you require further information Stadium Residential will refer you to them.

The cost of the check in and end of tenancy check-out inspections, conducted by an independent Inventory company at the end of any tenancy is payable by the landlord if requested.

Whilst it is at the landlord's discretion to instruct and receive these impartial reports the deposit protection adjudicators rely on them when arbitrating in deposit deduction disputes so they are generally money well spent.

LEGAL COMPLIANCE

[The Money Laundering, Terrorist Financing and Transfer of Funds \(Information on the Payer\) Regulations 2017 \(legislation.gov.uk\)](#) We are required to obtain evidence of your identity and proof of address. We will require to see and have a copy of your passport and of a utility bill addressed to

you at your current address (or other suitable documents) which we are required to hold on file for 6 years.

FRAUD PREVENTION

To help combat fraud, Stadium Residential encourage our property - owning clients, particularly landlords, to sign up to this free service that will alert them if anyone makes an application against the property title, e.g. for a fraudulent secured loan or mortgage.

CONFIRMATION OF LANDLORDS INSTRUCTIONS

Please read these Terms & Conditions of Business and this Landlords Agency Agreement Form carefully, when satisfied that you understand and agree to be bound by all the terms and conditions stated please sign and complete this entire document and return it to us, retaining the duplicate copy provided for your records. Only once we have received the completed agreement are we able to commence the marketing of your property.

Should you have any queries please contact us immediately.

I/We hereby appoint Stadium Residential to undertake the services and make the arrangements indicated below on my/our behalf under the terms outlined in these Landlords Terms & Conditions of Business Agreement:

I/We hereby warrant that:

- We are the legal owners and have notified and obtained the consent where necessary of all interested parties of our intention to let the above property []. The property is mortgaged []. The property is not mortgaged [].
- All furniture and furnishings in the property and included in the letting fully comply with the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (1989, 1993 & 2010)
- All gas appliances or installation pipe-work in the premises fully comply with the requirements of the Gas Safety (Management) (Amendment) Regulations 2023
- All electrical installations and appliances in the premises fully comply with the requirements of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (legislation.gov.uk) and The Electrical Equipment (Safety) Regulations 2016 (legislation.gov.uk)
- The smoke & carbon monoxide alarms comply with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 (legislation.gov.uk)
- We indemnify Stadium Residential in respect of all proceedings, claims, losses, costs and expenses which they may suffer or incur as a result of any breach of this Warranty. []

If you are an Overseas Resident we will deduct tax from your rental income unless we are provided with Exemption Approval by the Inland Revenue. Please confirm below whether you are going to be resident overseas during the period of the Tenancy and provide the address [].

Overseas address [].

We confirm that we shall be resident in the United Kingdom for the duration of the Tenancy. []

Account number: []
Name of account: []

Landlord Address: []

Email: []

[]

Signed:

Date:

Signed: