

Letting plan terms

These are the terms of service for all letting plans: Basic, Essential, Complete and Complete Plus. Some terms on this page **do not apply to all plans** but are clearly labelled.

These terms should be read in addition to our [website and platform terms](#), [privacy policy](#) and [user terms](#).

If you have any questions regarding these terms, please [contact us](#).

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Terms that apply to the Complete and Complete Plus plan

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Legal bits and definitions

The Consumer Rights Act 2015 aims to protect consumers against unfair contract terms and notices. lettingaproperty.com has taken advice on these terms to ensure the relationship with our customers is transparent and fair.

To avoid any doubt, these terms take precedence over any verbal communication between us and you unless you receive any written confirmation from us that these terms have been altered or agreed upon by a Director or representative of lettingaproperty.com.

Business or working day - A day other than a Saturday, Sunday or Bank Holiday, where banks in England are open for business

Letting plan - Our Basic, Essential, Complete or Complete Plus paid plans

Tenants(s) - The person or people living in, or seeking to live in your property

Tenancy - The agreement between you and your tenant in relation to your property

Terms of business - This collectively refers to our [website and platform terms](#), [user terms](#), letting plan terms and [privacy policy](#)

We, us or our - Refers to lettingaproperty.com's employees, platform and website, including any system owned or operated by lettingaproperty.com (trading as PropMedia Ltd)

Your or your - Refers to the named person requesting our letting service, such as the landlord

Your fees

Under our letting plans and in conjunction with our [website and platform terms](#), you agree to pay the following fees (unless otherwise agreed in writing), including VAT.

Setup fee

All our letting plans are subject to a £149 setup fee, which includes advertising your property on Rightmove, Zoopla and PrimeLocation (for a period of 8 weeks or until the property is let), access to our property management platform, plus administration and support.

Additionally, the following letting fees are applicable for your choice of subscription plan, for a minimum term of 12 months, beginning from the tenancy agreement start date.

Letting fees

Annual payment option

Basic plan: £588 inc. VAT (equivalent to £49.00 per month) deducted from initial rent

Essential plan: £828 inc. VAT (equivalent to £69.00 per month) deducted from initial rent

Complete plan: £1188 inc. VAT (equivalent to £99.00 per month) deducted from initial rent

Complete Plus plan: £1188 inc. VAT (equivalent to £99.00 per month) +4% deducted from initial rent

The one-off plan subscription fee is deducted from the first month's rent when received from the tenant. If the fee exceeds one month's rent, the balance will be deducted from the second month's rent. [Early termination fees and conditions apply.](#)

Monthly payment option

Basic plan: £59.00 per month (inc. VAT) deducted from monthly rent

Essential plan: £89.00 per month (inc. VAT) deducted from monthly rent

Complete plan: £119.00 per month (inc. VAT) deducted from monthly rent

Complete Plus plan: £119.00 per month (inc. VAT) +4% deducted from monthly rent (minimum £149 per month fee)

The monthly plan subscription fee is deducted from each month's rent when received from the tenant. If the rent is paid in advance e.g. 6 or 12 months upfront, the monthly plan fee still applies and will be deducted from the rent before being paid to you. [Early termination fees and conditions apply.](#)

All letting plans are subject to a 12-month minimum term and the Complete Plus plan is subject to a minimum £149 per month fee.

Platform

All users have access to the lettingaproperty.com platform and must follow the applicable terms. Read our full [platform terms](#).

Tenant applications

Under our letting plans, landlords can invite interested tenants to apply to rent their property. This application is carried out via the lettingaproperty.com platform and includes a holding deposit request of one week's rent. Read our full [tenant application terms](#).

Referencing

Two comprehensive reference checks are included in all our letting plans. Read our full [referencing terms](#).

Tenancy deposit

Under our letting plans, tenancy deposits relating to properties in England or Wales are collected via the lettingaproperty.com platform and registered and secured with the [Tenancy Deposit Scheme \(TDS\)](#). For properties in Scotland, a tenancy deposit is collected via the lettingaproperty.com platform and registered and secured with [Safe Deposits Scotland](#). Read our full [tenancy deposit terms](#).

Tenancy agreement

Under our letting plans, you will have access to the [Digital Contract Maker](#) to create a tenancy agreement between you and your tenant(s). Read the full [tenancy agreement terms](#).

Inventory and schedule of condition

A professional third-party inventory is required to make a claim under LetsProtect or rent protection.

A [professional inventory and schedule of condition](#) are not included in the Basic, Essential or Complete plan. This is included in the Complete Plus plan.

You are responsible for providing a professional inventory, check-in, check-out and mid-term report. You can instruct lettingaproperty.com to arrange a [professional inventory](#) at an additional cost.

You are not required to arrange your inventory via lettingaproperty.com, but it is highly recommended that you use a professional company.

Should you instruct a third party to conduct the inventory independently of using our recommended supplier, we require, for our insurance purposes, that the third-party inventory provider is professionally accredited.

If you do not arrange a professional inventory or choose to carry out your inventory yourself, lettingaproperty.com hold no responsibility for the contents of the report or any subsequent losses. In the event of a dispute, the Tenancy

Deposit Scheme (TDS) and [Safe Deposits Scotland](#) favour professional third-party reports, so failing to organise this may jeopardise any tenancy deposit claims.

You acknowledge that an inventory and schedule of condition must be signed and dated by both the landlord and the tenant at the start of the tenancy (and preferably at the end) for any tenancy deposit damages or dilapidations claims.

You can upload and store your inventory and other reports to the [lettingaproperty.com](#) platform via *Documents*.

LetsProtect

Our letting plans include LetsProtect legal protection. Read the full [LetsProtect](#) terms.

Limits of indemnity

The maximum liability of the protection under [LetsProtect](#) is:

- £50,000 for any one claim

The maximum liability under [Rent Protection](#) is:

Essential plan

The monthly rent shown in the tenancy agreement up to a maximum of £2,500 per month with the maximum liability of rent protection payable under the Essential Plan being £10,000 or 6 months' rent, whichever is the lesser amount.

Complete and Complete Plus plan

The monthly rent shown in the tenancy agreement up to a maximum of £2,500 per month with the maximum liability of rent protection payable under the Complete and Complete Plus plan being £15,000 or 12 months' rent, whichever is the lesser amount.

HMO (House in Multiple Occupation)

If a property is classified as an HMO, it is the landlord's responsibility to obtain all necessary licences in accordance with local authority requirements.

If a landlord fails to obtain the required licences and this results in a financial penalty, [lettingaproperty.com](#) will not be liable for this cost. Additionally, the landlord will be required to compensate [lettingaproperty.com](#) for any resulting costs incurred.

For further information, please visit our partners at [London Property Licensing](#), who have a wealth of resources and knowledge relating to HMOs and property licensing.

Authority to act

You agree to allow us to instruct our legal partners Stephenson's Solicitors to act on your behalf. This includes receiving advice and giving instructions on our behalf. This authority extends to Stephenson's Solicitors issuing court proceedings for possession of your property, as well as recovery of arrears and costs.

Read [Stephenson's Solicitors Privacy Policy](#).

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Address: Wigan Investment Centre, Waterside Drive, Wigan, England, WN3 5BA

Rent payments

Once received from your tenant, rent payments paid to lettingaproperty.com will generally be administered and then paid to our landlords within three working days from the date the rent is due according to the Rent Payment schedule within your tenancy agreement. This includes the first rent payment of new tenancies.

Should any circumstance arise resulting in a delay, we make every effort to inform the landlord of the reason and the expected payment date.

Rent on time (Complete and Complete Plus plan)

The Complete and Complete Plus plan includes the benefit of rent on time. This means lettingaproperty.com will advance an amount equivalent to the rent amount whilst we collect the rent from the tenant. This amount will be paid within five working days of the due date stated in the tenancy agreement, regardless of whether the tenant has paid or not.

The tenant is liable for the rent and remains in arrears from the first day the rent is due and not paid.

If a tenant fails to pay their rent, our legal team will follow arrears procedures and legal protocols to claim your owed rent and seek possession of the property.

You acknowledge that if the rent payment is not received from the tenant on the rent due date, an overdue fee in line with the [Tenant Fees Act](#) is applicable.

If the tenant stops paying rent for any reason, all rent payment due dates should be strictly enforced for the fulfilment of any applicable [LetsProtect](#) or [rent protection](#) benefits.

Should you allow any postponement on rent or agree a payment plan with your tenant without consent from us, rent on time and rent protection will be invalidated and the remaining monthly fees will still be payable.

Housing benefit

If your tenant is claiming housing benefit, lettingaproperty.com reserves the right to align the rent due date with the benefit payment date by arranging an addendum to the Assured Shorthold Tenancy.

lettingaproperty.com must be informed if the tenant's employment status changes and payment of rent will be using Housing Benefit/Universal Credit. We will only collaborate with the relevant authorities/Housing Benefit agency if permission is given by the tenant to the authority and agreed to by you.

Rent protection

Rent protection is included in the Essential, Complete and Complete Plus plans. This covers the rent payments in the event that a tenant is unable to pay and subject to our full Terms of Business. Read our full [rent protection terms](#).

Home Emergency Cover

Home Emergency Cover is included in the Complete and Complete Plus plan. Read the full [home emergency cover terms](#).

Property Management

Property Management is included in the Complete Plus plan. Read the full [Property Management terms](#).

Arrears and evictions

Under our letting plans, if a tenant falls behind on rent payments, our legal team will begin the arrears procedure in line with the local housing legislation and statutory terms. This includes writing to the tenant and then following up with a phone call to determine the circumstances.

If the tenant continues to withhold the rent, we will begin measures under the guidelines of our legal cover. You may be required to communicate directly with our legal team during the rent recovery or tenant eviction process.

Under the Basic, Essential, Complete and Complete Plus plans, there is a £59 inc vat charge for serving Notice on the Tenant. Common Notice types include but are not limited to Section 8 and Section 21. There are no charges for any single claim or alternative dispute resolution conducted by us on your behalf.

If your tenant falls into and remains in rent arrears, we have the right to discuss all options and procedures with you and the tenant. Any rent payment defaults will

be individually reviewed, and the most appropriate enforcement method will be selected. This includes effective credit control processes and utilisation of any tenancy guarantor if available.

For more information on legal proceedings and rent payments, read the full [LetsProtect](#) and [rent protection terms](#).

Transfer of existing tenancies

You can request to transfer an existing shorthold tenancy to lettingaproperty.com and join any of our letting plans.

To accept such transfer, otherwise known as "switching agent", we require the following evidence:

- Written confirmation that the tenant has not been in arrears within the last six months (e.g. bank statements or rent schedules)
- A copy of the inventory and schedule of condition, signed by you and the tenant
- A copy of the tenancy deposit certification plus written confirmation (from both you and the tenant) that the existing deposit can be transferred to our Tenancy Deposit Scheme (TDS) account
- Two valid forms of identification for you (e.g passport, driver's licence or utility bill)
- Two valid forms of identification for the tenant (e.g passport, driver's licence or utility bill)
- A copy of the original tenant reference check reports (and guarantor report if applicable) conducted for the current property by a licensed and registered referencing company
- A copy of the tenant's right to rent documentation, showing proof of legal status to rent a property in the UK in accordance with UK legislation

In joining a Basic, Essential, Complete or Complete Plus plan, you and your tenant will be required to execute a new assured shorthold tenancy agreement created via lettingaproperty.com subject to a minimum 12-month letting plan.

We reserve the right to not accept a transfer of tenancy and have no obligation to provide an explanation of the rejection.

Ending a tenancy

End of the fixed term

Under our letting plans, there is no charge for renewing your tenancy and/or subscription plan.

When your fixed-term tenancy ends, there is no charge to arrange a new agreement with the same tenant. If you need to find a new tenant with [Find a Tenant](#), the following conditions apply:

Basic and Essential plan

£149.00 Find a Tenant advertising fee (inc VAT)

Complete and Complete Plus plan

Free re-advertising with Find a Tenant when renewing a new 12-month minimum subscription to the Complete or Complete Plus plan.

To continue on a periodic tenancy (month-to-month rolling), six months' letting plan fees are payable in advance. As business costs and insurances are incurred in advance per tenancy agreement, this fee cannot be transferred to another tenancy agreement, refunded or calculated pro-rata once the rent has been received.

Ending a tenancy early

If your tenancy is ending earlier than first documented agreed by both parties, any outstanding letting plan fees will be payable by you in agreement with the tenant if they are bringing the tenancy to end and in line with the Tenant fees Act 2019. This can be deducted from the last rent payment fee due or requested as a direct payment. Outstanding subscription fees are non-transferable and non-refundable.

The Tenant Fees Act 2019 states that if a tenant requests to leave before the end of their tenancy, you are entitled to charge an early termination fee. This must not exceed the financial loss that a landlord has suffered in permitting, or reasonable costs that have been incurred by lettingaproperty.com arranging for the tenant to leave early.

This usually means that a landlord must not charge any more than the rent they would have received before the tenancy reaches its end. It is good practice to agree to any reasonable request to terminate the tenancy agreement early.

If there are no missed rent payments, we encourage you to not charge any early termination fees unless you can demonstrate through evidence to the tenant that specific costs have been incurred (e.g. marketing and referencing costs). Any payment that exceeds the landlord's financial loss or lettingaproperty.com's reasonable costs which relate to the remaining letting plan fees payable, will be a prohibited payment.

Change of ownership

If the property is sold or passed on with the benefit of the tenant in occupation during the first twelve months of the tenancy, you will be responsible for the monthly fees for the remainder of your letting plan, unless the new landlord agrees to sign our terms of business.

Termination of services

Unless stated otherwise within these terms, either party must give two months' written notice to terminate these terms.

You will be liable to pay the remaining monthly fees of the letting plan, including and after the end of the two-month notice period.

If you have paid your letting fees in advance, this amount is non-refundable.

Example

If you are on the Basic plan and terminate services on month six of a 12-month agreement, you will be liable to pay six months of letting plan fees: two months' notice period and four months remaining. £59.00 x 6 = £354.00

Loss of benefits

If services are terminated before the end of the tenancy agreement, any benefits of the plans, such as [Rent Protection](#), [LetsProtect](#) and [Home Emergency Cover](#), will end immediately.

Rent or property recovery

If we have started a rent or property recovery process on your behalf, you will be liable to pay for all costs incurred up until the date of termination plus any additional termination costs.

Repayment of costs

Should we make any payments to you in advance in line with our terms, you acknowledge that you are solely responsible for reimbursing all payments that have been made, including administration fees.

Indemnity and ratification

You undertake to ratify whatsoever lettingaproperty.com shall lawfully and reasonably do by this agreement and to indemnify them against all costs and expenses properly incurred by them in performing their duties and all other actions and acts pursuant hereto including legal expenses. All fees are subject to VAT at the prevailing rate.

Our rights and exclusions under this agreement are:

- If any terms in this agreement have not been adhered to, we reserve the right to not make payments under the [Rent Protection](#) benefit
- We have absolute discretion as to whether to take legal action to recover unpaid rent from a tenant

- It is your responsibility to conduct all management, maintenance and repairs to the property and to comply with all statutory requirements
- It is also your responsibility to obtain any necessary licences including those specified by local authorities for HMO (House in Multiple Occupation) properties.

Your letting plan and any services related will become void if you commit a non-discharge of duties and obligations mentioned in the tenancy, related legislation and non-payment of related service charges that impact the tenancy of the related property.

Before you join any of our letting plans or services, you must inform us of any dispute, or any issues that you know of, or should reasonably have known of, that could lead to a potential dispute or legal proceedings with your tenant.

We cannot pay rent to you if the tenant delays their rent due to a claim, dispute or other event occurring or existing before you joined our services that you failed to disclose with us.

We will not pay rents if the tenant delays their rent payment due to your deliberate or negligent disregard of their request, or if they withhold the rent due to an unfulfilled obligation or repair.

You agree to comply with a notice seeking possession of a property (charged at £59 per notice) let on an assured tenancy or an assured agricultural occupancy (Form 3, Section 8 Notice) on the grounds of non-payment of rent under either/or ground(s) 8,10 and 11 in Schedule 2 to the Housing Act 1988.

You agree that all the information you have provided is correct to the best of your knowledge and belief. Should you provide incorrect information that causes us to suffer loss or legal proceedings against us, you agree to reimburse and compensate us on a full indemnity basis for all losses suffered.

Dispute resolution

Aside from assisting with deposit disputes with the TDS, all other disputes between you and the tenant regarding the management and maintenance of the property must be resolved by yourselves.

lettingaproperty.com hold no responsibility for any disagreements or disputes that arise throughout the tenancy term. We are not obligated to communicate on behalf of either party regarding any dispute or proposal negotiations whatsoever.

Where we have stated in these terms that we will assist in resolving matters or act as an intermediary, we will do so at our own discretion and under any terms stated.



Force Majeure

If temporary legislation is imposed denying the lawful service of any notice to the tenant required to gain possession of a property, the [Rent Protection](#) benefit available on the Essential, Complete and Complete Plus plans will stop until notice can be legally served.

PropMedia Ltd, trading as lettingaproperty.com, will not be held liable for the failure or delay of any obligations laid out in these terms if such delay is due to an unforeseeable act or event beyond the reasonable control of either party, otherwise known as a Force Majeure Event.

Force majeure events include, but are not limited to, government intervention, directives or policies, or an Act of God.

The party affected by a Force Majeure Event shall notify the other as soon as reasonably practicable.