

**Terms and Conditions of Business**  
**Oxford City Council Guaranteed Rent Service**

**This agreement is dated:** \_\_\_\_\_

This agreement will commence upon the start date of an assured periodic tenancy at the property.

**This is an agreement between:**

(1) **Oxford City Council of Town Hall, St. Aldates, Oxford, OX1 1BX (“the Agent”)**

and

(2) \_\_\_\_\_ (**“The Landlord”**)

IT IS AGREED as follows:

**1. Definitions**

1.1 In this agreement the following expressions shall have the following meanings:

<b>“The Property”</b>	<i>(insert address)</i>
<b>“The Assured Periodic Tenancy Agreement” (“APT”)</b>	Means the agreement comprising an assured periodic tenancy in the form annexed hereto.
<b>“The Contract Period”</b>	Fixed period of 12 months and will roll over to a monthly periodic contract unless this agreement is previously terminated in accordance with clause 5.
<b>“The Rent”</b>	Means the rent figure as stated in the APT.
<b>“The Guaranteed Rent”</b>	Means the rent figure as stated in the APT.
<b>“The Homelessness Legislation”</b>	Means the Housing Act 1996 (amended 2002).
<b>“The Party”</b>	Means either party to this Agreement.
<b>“The Agent”</b>	Means a representative of Housing Needs, a department within Oxford City Council.
<b>“The Services”</b>	Means the Rent Collection Services set out in Clause 3 to be provided by the Agent in relation to the Property.
<b>“The Tenant”</b>	Means the tenant of the Property serviced under this agreement.

1.2 Unless the context requires otherwise, neutral words shall include the masculine and the feminine and vice versa, and singular words shall include the plural and vice versa.

## **2. Appointment**

- 2.1 The Landlord appoints Oxford City Council to be its Agent to perform the Services during the Contract Period.
- 2.2 By entering into this agreement, the Landlord confirms that no introduction of a prospective tenant has already been made and that it will not instruct any other agent to let the Property during the Contract Period.
- 2.3 The Agent will perform the Services within Oxford City Council's service standards.
- 2.4 The Landlord must sign within seven days any tenancy agreement or notice or other document relating to the letting or management of the Property as requested by the Agent.
- 2.5 The Landlord agrees that in the event of a dispute between the Landlord and any tenant or tenants of the Property, the Agent shall first attempt to resolve the matter and in the absence of a satisfactory resolution, the matter will be referred to a mediation service agreed between the Parties, acting reasonably.
- 2.6 The Landlord authorises the Agent to act for and on its behalf in enforcing the terms of the APT.

## **3. The Agent agrees with the Landlord to provide the following Services:**

### **3.1 Rent**

- 3.1.1 The Agent will provide Valuation Office Agency advice on the appropriate rental value for the Property.
- 3.1.2 The Agent will guarantee the rent agreed between the Landlord and the Agent for the term of the APT or the duration of the tenancy if this is less than the term of the APT.
- 3.1.3 The Agent will pay the agreed Guaranteed Rent three months in advance by BACS. Notwithstanding any other provision of this agreement, the Landlord shall submit a valid VAT invoice to the Agent at least fourteen [14] days prior to each due date. Every invoice must clearly state the Agent's valid Purchase Order (PO) number as provided by the Agent. The Agent shall not be considered in breach of its payment obligations, and no interest shall accrue on any outstanding sums, until ten [10] business days after the receipt of a correctly rendered invoice citing the relevant PO number.
- 3.1.4 The Landlord agrees that the Guaranteed Rent shall not be payable during any period that the Property is unoccupied and the Tenant is not liable to pay the Rent, save that the Agent shall pay the Guaranteed Rent for any period the Property is unoccupied for a maximum period of three (3) weeks between the termination of one letting and the commencement of the next, to facilitate redecoration, maintenance and/or essential works at the Property provided that the Property will continue to be let via the Guaranteed Rent Service.
- 3.1.5 If the Landlord fails to co-operate with the Agent with regard to clauses 3.9a and 3.9b of this agreement, then the obligation on the part of the Agent to guarantee the rent in accordance with 3.1.2 and to pay the Guaranteed Rent three months in advance under 3.1.3 shall cease immediately upon written notice by the Agent.

### **3.2 Tenants**

- 3.2.1 The Agent will identify tenants who are specifically identified as being in housing need or who are facing barriers to accessing private rented sector accommodation as determined by the relevant Council department.

### **3.3 Marketing**

- 3.3.1 The Agent may take and retain photographs of the Property for the purpose of marketing.
- 3.3.2 The Agent may place details of the Property on its website.
- 3.3.3 The Agent will accompany all prospective tenants at and through the Property during viewings if requested by the Landlord, providing reasonable notice to the Agent.
- 3.3.4 The Agent will provide feedback, on request, as to progress with viewings.

### **3.4 Tenant references**

- 3.4.1 The Agent will check all tenants for a history of rent arrears and anti-social behaviour and ensure these matters have been addressed or decline acceptance on the scheme, where appropriate.
- 3.4.2 The Agent will carry out investigations of all prospective tenants in accordance with the Homelessness Legislation, which will include their housing history and their reason for being threatened with homelessness.
- 3.4.3 The Agent will interview all prospective tenants prior to viewing the Property to ensure that they are suitable for a sustainable placement in the private rented sector and can afford to pay the Rent for the Property.

### **3.5 Tenancy agreement**

- 3.5.1 The Agent will prepare and supervise the signing of the APT unless instructed otherwise.
- 3.5.2 This APT must not be altered without the Agent's consent.

### **3.6 The Deposit**

- 3.6.1 A deposit bond equal to 5 weeks' rent will be held by the Agent.
- 3.6.2 The maximum liability that the Agent will have against any claim made by the Landlord will be limited to the amount of deposit held against the Property.
- 3.6.3 The Landlord may claim against this sum for damage (excluding fair wear and tear) to the Property or its fixtures and fittings but is under an obligation to mitigate its loss in respect of such damage. The Landlord must provide evidence of such loss, such as with receipts and proof of any damage. The Landlord must provide a professional check-in inventory to prove the condition of the property at the start of the letting.
- 3.6.4 Any claim against the deposit must be provided to the Agent in writing within 28 days of the date the Tenant vacates the Property. Failure to comply with this may lead to the claim being rejected.

### **3.7 Accreditation**

- 3.7.1 The Agent will encourage the Landlord to join the Accreditation and Training for Landlords and Agents Service (ATLAS), the National Residential Landlords Association (NRLA) or ARLA PropertyMark, though this is not mandatory.

### **3.8 Utilities & Council Tax**

- 3.8.1 The Agent will assist the Tenant(s) with setting up the utility accounts for the Property.

3.8.2 The Landlord will notify the Local Authority for Council Tax purposes of the Tenant's occupation.

### **3.9a Legal action (Landlord)**

3.9a.1 If possession of the Property is required by the Landlord and the Landlord has proved one of the statutory grounds for possession of the Property in accordance with the Renters Rights Act 2025, the Landlord will be responsible for the payment of all fees, costs, the service of all notices and presentation of papers and attendance at court relating to such matters, as and when relevant.

3.9a.2 The Agent will require the Landlord to sign all relevant court and other documents in the event where the Landlord seeks possession of the Property through the courts.

### **3.9b Legal Action (Agent)**

3.9b.1 If possession of the Property is required due to the Tenant breaching the terms of the APT then the Agent's legal representatives will sign all relevant court and other documents, to seek possession of the Property through the courts.

3.9b.2 Failure by the Landlord to meet the requirements of the Agent in recovering vacant possession of the Property in a reasonable time frame (5 working days) shall be treated as a material breach of this agreement, which may be terminated by the Agent with immediate effect.

### **3.10 Works in default**

3.10.1 The Agent reserves the right to use its own contractor(s) at the Landlord's expense to complete repairs that are required to maintain the Property to standards prescribed by relevant Health and Housing Safety Rating regulations if the Landlord has previously been notified of defects requiring repair and has failed to make the necessary repairs within a reasonable timeframe set by the Residential Regulation team.

3.10.2 Any expense incurred by the Agent incidental to clause 3.10.1 will become a debt immediately owed to the Agent by the Landlord.

## **4. On signing this agreement, the Landlord warrants and agrees as follows:**

### **4.1 Property ownership**

4.1.1 The Landlord warrants that it is the rightful owner of the Property or is legally and properly authorised by the rightful owner to let the Property on their behalf and appoint the Agent in accordance with the terms and conditions of this agreement.

### **4.2 Interested parties**

4.2.1 The Landlord warrants that any other interested parties in the Property (including but not limited to the mortgagor or the freeholder etc) have been notified that the Property is to be let and written permission from such interested parties has been obtained where necessary and adduced to the Agent.

4.2.2 The Landlord warrants that any separate leasehold interest of the Property does not expire before and during the term of the APT and does not know of any reason why such lease may be forfeited.

### **4.3 Insurance**

4.3.1 The Landlord warrants that the Property is fully insured against fire, flood, accidental damage and all other standard risks and public liability as required and that the insurance company has been notified that the Property is to be occupied by tenants and undertakes to produce a copy of the policy and the last premium receipt on demand by the Agent.

### **4.4 Property maintenance**

4.4.1 The Landlord warrants that as required under Section 11 of the Landlord & Tenant Act 1985, it will keep in good repair the structure and exterior of the Property including drains, gutters and external pipes; to keep in repair and proper working order installations for supply of water, gas, electricity and sanitation; and to keep in repair and proper working order the installations for space heating and water heating.

4.4.2 The Landlord warrants that it will maintain the Property to a good standard of repair throughout the term of the APT whilst occupied by the Tenant(s) and carry out all necessary repairs and maintenance as and when required as stated within the terms of the APT.

### **4.5 Tax**

4.5.1 The Landlord warrants that it will pay all income tax and capital gains tax in relation to the Property and indemnifies the Agent against any non-payment or claims of non-payment by any third parties.

4.5.2 The Landlord agrees that if it is resident overseas, the Agent may be required to withhold a proportion of the Rent (equivalent to the basic rate of tax as at the date of this agreement) and pay this directly to HM Revenue & Customs unless it receives a specific, written exemption from HMRC not to do so.

### **4.6 Sale of the Property**

4.6.1 The Landlord agrees that if the Property is sold to a third party and the Tenant introduced by the Agent remains in occupation, the Landlord will be liable for any costs until the Tenant vacates the Property or that this agreement will be assigned to the third party.

### **4.7 Indemnity**

4.7.1 The Landlord agrees to indemnify the Agent against any charges or costs arising from or relating to the Property

4.7.2 The Landlord agrees to indemnify the Agent within 28 days of a demand for payment against the Agent for all claims, costs and expenses of whatever nature made against the Agent concerning the Landlord and the Property.

### **4.8 Legislative compliance**

4.8.1 The Landlord agrees to comply fully with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended 1989, 1993, 2010 & 2025); Gas Installation (Safety & Uses) Regulations 1996; Electrical Equipment (Safety) Regulations 1994 or amendments that may apply during the term of any APT plus any other regulation referred to within this agreement or that may apply at any time. The Agent reserves the right to remove any of the Landlord's furniture that does not comply with any applicable regulation or legislation.

- 4.8.2 The Landlord agrees to carry out an annual gas safety check and provide a copy of the safety record to the Agent and the Tenant, if there is a gas supply to the property. If the Landlord fails to perform this check during the term of the APT, it will be carried out by the Agent at the Landlord's expense in addition to a charge of £200 plus VAT.
- 4.8.3 The Landlord agrees to carry out an electrical safety inspection prior to the first APT, to monitor and maintain thereafter, and to provide a copy of the resultant report to the Agent within five days after the inspection. All smoke and carbon monoxide alarms will be tested by the Agent upon signing up the Tenant to the APT. If the Landlord fails to perform this check during the term of the APT, it will be carried out by the Agent at the Landlord's expense in addition to a charge of £200 plus VAT.
- 4.9.4 The Landlord agrees to leave instruction books and/or leaflets for all appliances and the latest "How to Rent" Government booklet at the Property.
- 4.8.5 The Landlord agrees to obtain an Energy Performance Certificate (Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2012) that may apply during the period of the APT and provide a copy to the Agent as soon as possible after the Certificate is produced.
- 4.8.6 The Agent shall regard any non-compliance with the above regulations and legislation as a material breach of this agreement and may terminate it with immediate effect.

#### **4.9 Rents**

- 4.9.1 Unless otherwise agreed, the Rent quoted to a tenant by the Agent on the Landlord's behalf must be inclusive of all outgoing for which the Landlord is responsible (e.g. including but not limited to ground rent, service charges, etc) with the exception of gas, electricity, the telephone service and fuel oil fired heating system, Council tax and water rates.
- 4.9.2 The Landlord agrees that any Rent paid in error by the Tenant to the Landlord should be returned to the Agent within 5 days, in accordance with standard procedure where the Tenant pays all Rent directly to the Agent.

#### **4.10 Fraud and Bribery/Fit and Proper person**

- 4.10.1 The Landlord warrants that it has not committed any offences under the Bribery Act 2010, the Fraud Act 2006 and applicable Housing Acts and acknowledges that should it do so, the Agent will be entitled to terminate this agreement with immediate effect.

#### **4.11 Changes in Details**

- 4.11.1 The Landlord agrees to advise the Agent in writing, of any changes that affect this agreement or the APT.

### **5. Termination and Notice**

- 5.1 Either Party may terminate this agreement by giving 30 days' notice in writing after the expiry of the Contract Period.
- 5.2 If the Agent fails to let the Property within a period of 30 days from the date of this agreement, or within 30 days after the end of an APT (howsoever terminated), then the Landlord may terminate this agreement in writing at the expiry of the 30-day period.

- 5.3 The Agent reserves the right to make changes to its charges; the Services and terms of business and any such changes shall be notified to the Landlord at least two months before they come into effect. The Landlord may, if it so wishes, terminate this agreement upon providing at least 30 days' written notice before those changes take effect.
- 5.4 Any notice or other communication which is to be given by either Party to the other shall be given by electronic mail (email) or by letter (delivered by hand, post, registered post or by a recorded delivery service). Such letters shall be addressed to the other Party at the address for the receiving party stated on page one of this agreement. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been received two [2] working days after the day on which the letter was posted. In the case of emails this will be the next working day, or sooner where the other Party acknowledges receipt of such email correspondence, provided that no delivery failure notice is received.
- 5.5 If the agreement is terminated by the Landlord and Rent has been paid in advance, this Rent is repayable to the Agent within ten [10] working days.
- 5.6 It is hereby expressly agreed and declared that none of the provisions of this agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement. This agreement shall be interpreted in accordance with the laws of England.

*Signed by a duly authorised officer of the Parties on the day and year first written above:*

<b><u>The Landlord</u></b>		<b><u>The Agent</u></b>	
Name:		Name:	
Signature:		Signature	
Date:		Date:	