

Terms of Business and Management Agreement

Leyo Lettings — for landlord clients

Version 1.0, 13 October 2026

1. Who we are

Leyo Lettings is a trading name of Create Property Management Limited, registered in England and Wales under company number 14953938, registered office 89 Middlethorpe Grove, York, YO24 1JX. In these terms "we", "us" and "our" mean Create Property Management Limited.

Contact: hello@leyolettings.co.uk · 07967 240604

Redress scheme	Property Redress, membership PRS049179
Client money protection	Propertymark Client Money Protection — ARLA Propertymark member M00015464
ICO registration	ZB827376
Professional indemnity	Professional indemnity insurance of £250,000 arranged through Simply Business, policy MHBI4773450XB

2. These terms

These terms apply from the date you sign them or, if earlier, the date we begin work on your instructions. They replace any previous terms between us. We will tell you in writing at least one month before any change takes effect.

We give you these terms, and our landlord privacy notice, before you give us your information.

3. Our services

You are instructing us on the service level marked in Schedule 3, the property instruction form, which is completed for each property and signed with these terms. We offer two.

Service	What it includes
Tenant find	Marketing, viewings, referencing, Right to Rent checks, preparing the tenancy and the written statement of terms, collecting the first rent and the deposit, protecting the deposit, and handing over to you
Full management	Tenant find, plus collecting rent, paying it across, chasing arrears, statements, managing repairs, inspections, notices, compliance certificates and the tenancy relationship

Anything outside the service level is chargeable at the rates in section 4. We will tell you before incurring a chargeable extra.

4. Our fees

We are currently not VAT registered, so no VAT is added to any fee in this table. If that changes we will tell you in writing before it takes effect.

Fee	Amount	Charged	What it covers
Full management	10% of rent collected	Monthly	Rent collection, arrears chasing, statements, repairs coordination, inspections, compliance tracking, out-of-hours cover, annual winter visit
Tenant find — per HMO room	£150	Per room, per tenancy	Advertising, viewings, referencing, Right to Rent, tenancy agreement, check-in, smoke alarm test
Tenant find — single let	£450	Per tenancy	As above, up to two adult tenants, including enhanced referencing
Additional adult tenant	£70	Per tenant	Referencing and Right to Rent, single lets
Replacement room tenant	£75	Per tenancy	Where the outgoing tenant finds their own replacement
Enhanced referencing	£35	Per tenant	Credit search and affordability assessment, optional on HMO rooms
Inventory	£75	Per tenancy	Photographic and video inventory before move-in
Licensing position report	No charge		Whether the property needs a licence, which one, and what it costs
HMO licence application	£350	Per application	Our time. The council's licence fee is payable by you in addition
HMO licence renewal	£250	Per renewal	As above
Selective licence application	£200	Per application	As above
Licence variation	£150	Per variation	Change of manager, occupancy or conditions
Council inspection attendance	£150	Per visit	Attending and representing you at a council inspection
Planning assessment	£250	Per property	Density and policy assessment before you buy or apply. Credited against a planning or certificate of lawfulness application we go on to make for you
Certificate of lawfulness application	£750	Per application	Our time. The council's fee is payable by you in addition

Fee	Amount	Charged	What it covers
HMO change of use planning application	£1,200	Per application	Our time. The council's fee is payable by you in addition
Deposit dispute submission	£150	Per dispute	Preparing and submitting evidence to the scheme
Fire alarm and emergency lighting check	£150	Annual	Carried out by a qualified electrician
Legionella risk assessment	£75	Every two years	
Gas Safety Certificate	£100–150	Annual	
EPC	£120	Every 10 years	
EICR	£350	Every 5 years	
Compliance health check	£150	Per visit, optional	A full review of certificates, licence conditions and fire safety
Valuation preparation — single let	£150	Per valuation	Surveyor pack, comparables, attending the valuation
Valuation preparation — HMO	£200	Per valuation	As above
Possession notices, eviction and court proceedings	Quoted case by case		Quoted in writing before any work begins
Bills-inclusive management	Quoted per property		Where we hold the utility accounts and let the property inclusive of bills

We are paid by deduction from rent collected. Where there is insufficient rent, we will invoice you and payment is due within 14 days.

There is no set-up fee, no renewal fee and no exit fee.

We may receive a commission where you use a mortgage broker or insurance broker we introduce you to. We will tell you before making the introduction, and disclose the amount in writing as soon as we know it. You are under no obligation to use anyone we suggest, and our fees are the same whether you do or not.

We do not accept commission, referral fees or other payments from contractors or referencing providers.

5. Your responsibilities as landlord

By signing these terms you confirm that:

- You own the property, or are otherwise legally entitled to let it, and you will tell us immediately if that changes
- You have your mortgage lender's consent to let, where required
- You have any consent required under a lease, and will comply with any head lease obligations
- The property is insured, and your insurer knows it is let and on what basis
- You have told us whether your usual place of abode is outside the UK, and you will tell us if that changes — see section 9

- The information you give us is accurate and complete
- You will give us the funds needed to keep the property compliant and in repair

You remain the landlord. Certain duties sit with you in law and cannot be delegated to us, even under full management. Schedule 2 sets out who does what.

6. Client money

Rent, deposits and any float you provide are client money. We hold client money in a designated client account with a bank authorised by the Financial Conduct Authority, separate from our own funds, and we hold it as trustee — it is not available to the bank to set off against our own liabilities.

We are a member of Propertymark Client Money Protection, a government-approved client money protection scheme. A copy of our certificate is on our website and we will give you a copy free of charge on request. If our membership changes or ends we will tell you in writing within 14 days.

Rent is paid across to you within 5 working days of cleared funds, less our fees and any agreed deductions. We provide a statement with each payment.

Interest earned on client money is retained by us to cover the costs of operating the client account, unless it exceeds £100 in any year, in which case it is paid to you.

7. Deposits

Any deposit we take will be protected in the Tenancy Deposit Scheme (Custodial) within 30 days of receipt, and the prescribed information served on the tenant and any relevant person within the same period.

We use the custodial scheme, which means the deposit is held by the scheme rather than by us. Your tenant's money never sits in our account.

Our standard deposit is one month's rent for a single let and £300 per room in a shared house. The deposit is capped by law at five weeks' rent where the annual rent is under £50,000, and six weeks' rent where it is £50,000 or more.

At the end of the tenancy we will propose a settlement based on the inventory and check-out. Deductions require evidence and the tenant's agreement, or an adjudication. We will not make a deduction we cannot evidence, and we will tell you if we think a proposed deduction is unlikely to succeed at adjudication.

8. Compliance

Schedule 2 sets out who is responsible for each compliance obligation. Read it — some duties remain yours in law whatever service level you take, and the penalties fall on you.

Where we arrange a certificate or inspection on your behalf, the cost is yours. Where you arrange it yourself, you must give us a copy before the tenancy starts and on each renewal.

If the property becomes non-compliant and you do not authorise the work needed to put it right, we may stop marketing it, decline to grant a tenancy, or end this agreement. We will not knowingly let or continue to manage a property that is unsafe or unlawfully let.

9. Non-Resident Landlord Scheme

If your usual place of abode is outside the UK, the law requires us to operate the Non-Resident Landlord Scheme. We must deduct basic rate tax from rent, net of allowable expenses we have paid, and account for it to HMRC quarterly — unless HMRC has issued us with an approval notice permitting us to pay you gross.

You can apply for approval using form NRL1 (individuals), NRL2 (companies) or NRL3 (trustees). Approval is specific to us as your agent; an approval issued to a previous agent does not carry over.

We will give you an annual certificate (form NRL6) showing tax deducted, by 5 July following the end of the tax year.

"Usual place of abode outside the UK" is broader than tax residence and can include being absent from the UK for six months or more. Tell us as soon as your circumstances change. We are liable to HMRC for tax we should have deducted, and we will recover any such amount from you.

10. Renters' Rights Act 2025

Assured shorthold tenancies no longer exist. All tenancies are periodic assured tenancies, and section 21 has been abolished. In practical terms:

- Written statement of terms — we will give the tenant a written statement before they enter into the tenancy. This is a legal requirement and we will not proceed without it
- Rent increases — only once a year, by the statutory section 13 procedure. Rent review clauses are void. The tenant may refer an increase to the First-tier Tribunal
- Rent in advance — we cannot require rent before the agreement is signed, and no more than one month in advance thereafter. We cannot accept rent in advance in place of a guarantor
- Advertising — every written advertisement must state a specific rent. We cannot invite or accept offers above it, and we cannot operate any policy excluding tenants who receive benefits or who have children
- Pets — a tenant may request a pet and consent cannot be unreasonably withheld. We must respond in writing within 28 days. We will consult you, but if you refuse for a reason we consider unreasonable we will tell you so in writing
- Possession — only on a statutory ground. We will not serve a notice, or use a ground, without a reasonable belief that it will succeed
- Student lets — where we rely on Ground 4A, the tenancy cannot be signed more than six months before it starts and the tenant must be given the required notice beforehand. We will tell you where this affects timing
- Re-letting restriction — if you obtain possession on Ground 1 (occupation by you or family) or Ground 1A (sale), the property must not be re-let or marketed for 12 months, including as a short let
- PRS Database — once live, you and each property must be registered before the property can be marketed or let. You must register and give us your reference before we market the property
- PRS Landlord Ombudsman — expected 2028. You must join in your own right, even though you use an agent. Our own redress membership does not cover you

Enforcement under the Act reaches agents and landlords separately. We may be penalised in our own right, and so may you.

11. Data protection

Information about you. We are the controller for the personal information we hold about you as our client. Our landlord privacy notice explains what we collect, why, who we share it with and how long we keep it, and how to complain to us and to the Information Commissioner's Office.

Information about your tenants. Where we handle your tenants' personal information in providing our services, you are the controller and we act as your processor. Schedule 1 sets out the processing terms required by Article 28 of the UK GDPR and forms part of this agreement.

Your own obligations. As controller of your tenants' data you have obligations of your own, including registering with the Information Commissioner's Office and paying the data protection fee where required, and having your own privacy notice. We can point you to guidance but we cannot discharge those duties for you.

12. Repairs and our authority

Under full management you authorise us to instruct repairs up to £200 per item without referring to you. Above that we will obtain your approval first, except in an emergency.

In an emergency — a risk to health, safety or security, or a risk of serious damage — we may instruct work of any value without prior approval, and will tell you as soon as practicable. "Emergency" includes anything engaging Awaab's Law timescales once those apply to the private rented sector.

We use contractors we consider competent and appropriately insured. We are not liable for a contractor's work, but we will help you pursue them.

13. Access and inspections

We give tenants at least 24 hours' written notice before access, except in an emergency. Under full management we carry out a formal recorded inspection of shared houses every six months and single lets every twelve months, and send you a report.

That is the formal inspection. In practice we are at the properties we manage far more often than that — for repairs, contractor visits, check-ins and check-outs, and the annual winter visit — so problems are usually picked up and dealt with between inspections rather than at them. Work carried out between inspections is logged and appears on your statements.

Separately, a fire safety contractor attends every shared house we manage every six months to test the fire alarm system and emergency lighting. That visit is arranged and recorded by us and is in addition to our own inspection.

Managed properties also receive an annual maintenance visit before the heating season, covering heating, seals, extractor fans, appliance filters and alarm batteries. There is no charge for this visit.

Neither you nor we may enter without the tenant's agreement other than in an emergency. Entering without consent risks a claim for harassment or unlawful eviction.

14. Insurance

You must maintain buildings insurance, and contents insurance for anything you own in the property, on terms that permit letting. You must tell your insurer that the property is let and on what basis, including if it is let as an HMO or to students.

We are not insurance intermediaries and we do not advise on insurance. Where we mention a product we do so as an introduction only.

15. Term and ending this agreement

This agreement continues until ended by either of us giving one month's written notice.

We may end it immediately if you fail to keep the property compliant, ask us to act unlawfully, or fail to pay our fees within 30 days of a due invoice.

Ending this agreement does not end any tenancy. On termination we will transfer the deposit and any client money held, give you or your new agent the tenancy file, safety records and tenant contact details, and account to you for anything outstanding.

No fee is payable on termination. Where a tenancy we arranged continues after this agreement ends, we do not charge any ongoing commission on it.

16. Liability

We will carry out our services with reasonable care and skill. We are not liable for a tenant's acts or omissions, for loss of rent, or for a contractor's work.

Our liability to you is limited to £250,000, the amount of our professional indemnity cover, except for death or personal injury caused by our negligence, or fraud, where liability is unlimited.

17. Complaints

If you are unhappy with our service, tell us at hello@leyolettings.co.uk. We will acknowledge within three working days, investigate, and give you a written outcome within 15 working days. If you are unhappy with that outcome you may ask for a review, and we will give you a final written response within eight weeks of your original complaint.

If we cannot resolve it, or after eight weeks, you may refer the matter to Property Redress, our government-approved redress scheme, membership PRS049179. Referrals are made through their website at propertyredress.co.uk. Our full procedure is at leyolettings.co.uk/complaints.

Complaints about how we have handled personal information go through our data protection complaints procedure instead — see leyolettings.co.uk/data-protection-complaints.

18. General

These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

If any part of these terms is found to be unenforceable, the rest continues to apply.

Where there is more than one landlord, each of you is jointly and severally liable, and we may act on the instructions of any one of you unless you tell us otherwise in writing.

Signature

Landlord: Date:

Property and service level: as set out in Schedule 3, which forms part of this agreement.

For Create Property Management Limited: Date:

Schedule 1 — Data processing terms (Article 28 UK GDPR)

This schedule applies where we process personal data on your behalf as your processor.

Subject matter	Providing the letting and management services described in these terms
Duration	The term of this agreement, plus any retention period required by law
Nature and purpose	Collecting, storing, using, sharing and deleting personal data in order to market the property, assess and reference applicants, carry out Right to Rent checks, create and administer tenancies, collect rent, arrange repairs, handle deposits, and comply with legal obligations
Types of personal data	Names, contact details, dates of birth, identity and immigration documents, employment and income information, bank details, references and credit information, correspondence, tenancy and payment history, and any accessibility or health information volunteered
Categories of data subject	Tenants, former tenants, applicants, guarantors, permitted occupiers, and the contacts they give us

We will:

1. Process the personal data only on your documented instructions, including as to international transfers, unless required otherwise by law — in which case we will tell you before processing, unless the law prevents us
2. Ensure that anyone authorised to process the data is bound by a duty of confidence
3. Take appropriate technical and organisational security measures under Article 32
4. Not engage another processor without your prior general authorisation. You authorise us to use processors for referencing, inventories, contractor services, payment processing, email and file storage, messaging, website enquiry delivery and property management software. We will tell you of any intended change and you may object. Any sub-processor will be bound by terms equivalent to these
5. Assist you, so far as we can and taking into account the nature of the processing, in responding to requests from individuals exercising their rights
6. Assist you in meeting your obligations on security, breach notification to the Information Commissioner and to individuals, data protection impact assessments and prior consultation
7. Tell you without undue delay on becoming aware of a personal data breach

8. At the end of the agreement, delete or return the personal data as you direct, unless we are required by law to keep it
9. Make available to you the information necessary to demonstrate compliance with this schedule, and allow and contribute to audits by you or an auditor you appoint, on reasonable notice

We will tell you if in our opinion an instruction from you infringes data protection law.

Schedule 2 — Who does what

This table shows who carries out each task under full management. The legal duty, and the penalty, sits with the landlord in every row marked "Landlord" in the final column — we act on your behalf but we do not take on your liability.

Obligation	Who does it	Whose legal duty
Gas safety certificate, annually	Us, arranged and paid by you	Landlord
Electrical installation condition report, every 5 years	Us, arranged and paid by you	Landlord
Energy performance certificate	Us, arranged and paid by you	Landlord
Smoke and carbon monoxide alarms	Us, checked at each inspection	Landlord
Fitness for human habitation and repairs	Us, funded by you	Landlord
Property licence — application and fee	Us, fee paid by you	Landlord, unless we are named licence holder
Licence conditions	Us, day to day	Licence holder
Right to Rent checks	Us	Landlord (transferred to us in writing under these terms)
Deposit protection and prescribed information	Us	Landlord
Written statement of terms, before signing	Us	Landlord
Serving notices	Us	Landlord
PRS Database registration	You	Landlord
PRS Landlord Ombudsman membership	You	Landlord — cannot be delegated
ICO registration for your own data processing	You	Landlord — cannot be delegated
Income tax on rental profit	You	Landlord
Non-Resident Landlord Scheme deduction and returns	Us	Us, with recovery from you
Buildings and contents insurance	You	Landlord

Obligation	Who does it	Whose legal duty
Council tax during voids	You	Landlord
Ground rent and service charge, if leasehold	You	Landlord

Schedule 3 — Property instruction form

Completed for each property and signed with the terms. Where a box is left blank the default in the terms applies.

The landlord

Full name(s) of landlord(s)	
Company name and number, if letting through a company	
Correspondence address	
Email	
Mobile	
Usual place of abode outside the UK? (Non-Resident Landlord Scheme, section 9)	
Identity checked (document seen, date)	

Where rent is paid

Account name	
Sort code	
Account number	
Reference to use	

The property

Address and postcode	
Type: single let / professional house share / student HMO	
Bedrooms, and maximum occupants	
Furnished / part furnished / unfurnished	
Mortgage lender, and consent to let obtained?	
Buildings insurer, and insurer told the property is let and on what basis?	
Leasehold? Head lease consent obtained?	
Current EPC rating and expiry	

Gas Safety Certificate expiry	
EICR expiry	
Keys held by us, and any keypad lock or smart heating fitted	

Licensing and planning

Licence required: none / mandatory HMO / additional HMO / selective	
Licence number, holder and expiry, if held	
Licence application to be made by us? (section 4 fee applies)	
Planning status: C3 / C4 / sui generis, and any permission or certificate of lawfulness reference	
Article 4 area?	
Council tax band, and who pays during voids	

The instruction

Service level: tenant find / full management	
Rent to market at (per calendar month, or per room per week)	
Bills-inclusive? If so, agreed net amount to landlord per room per week	
Deposit (default: one month single let, £300 per room professional house share, £450 per tenant student house)	
Repair authority limit (default £200 per item)	
Inspection frequency (default: six-monthly HMO, twelve-monthly single let)	
Pets: any specific instruction (consent cannot be unreasonably withheld)	
Any restriction on who the property may be let to that is lawful and you wish us to apply	

Existing tenancies to take over (names, start dates, rent, deposit scheme)	
Anything else we need to know	

Agreed

By signing below you instruct us on the basis of these terms and the details in this schedule, and confirm the details are accurate.

Landlord: Date:

For Create Property Management Limited: Date: