

Terms of Business

Kemson Ltd | Website Publication Final

Document type	Public Terms of Business
Business	Kemson Ltd
Version	1.0
Date	28 May 2026
Status	Final for website publication
Governing law	England and Wales

Important: These Terms of Business are a public website overview. They should sit alongside, not replace, Kemson Ltd signed landlord, tenancy, lease, guaranteed rent, refurbishment and management documents.

Plain English summary

- Kemson agrees its role, fees and responsibilities in writing before acting.
- Landlords remain responsible for giving accurate property information and making sure their property can legally and safely be let.
- Tenants and applicants must provide accurate information and follow the terms of their signed tenancy or occupation document.
- Signed agreements take priority over this website overview.

1. About these Terms

These Terms of Business explain, in general terms, how Kemson Ltd works with landlords, property owners, tenants, applicants, occupiers, contractors, councils, referrers and other people who use our services or website.

These terms are intended for publication on our website. They provide a clear public overview of our business approach. They do not replace a signed tenancy agreement, landlord management agreement, lease, guaranteed rent agreement, client instruction form, proposal, quote, invoice, refurbishment agreement or any other written agreement between you and Kemson Ltd.

Where there is any difference between these Terms of Business and a signed written agreement, the signed written agreement will take priority.

2. Who we are

Kemson Ltd is a lettings, property management and property services business operating across London and surrounding areas.

Our services may include lettings, tenant find, full management, rent collection, HMO management, guaranteed rent, rent-to-rent arrangements, property compliance support, refurbishment coordination, maintenance coordination, tenant onboarding and portfolio strategy.

Our contact details are set out below:

Business name	Kemson Ltd
Company number	16774531
Registered office	Office Suite 3, Shrieves Walk, Stratford-Upon-Avon, England, CV37 6GJ
Telephone	01992 921 001
Email	info@kemson.uk
Property Redress Scheme	PRS056910
ICO registration	ZC049636

3. When a contract is formed

Viewing our website, making an enquiry, requesting information, booking a call, viewing a property or discussing a property with us does not automatically create a contract between you and Kemson Ltd.

A contract will usually be formed when we issue a written proposal, quote, mandate, lease, management agreement, tenancy agreement, refurbishment agreement or other written agreement, and you accept it in writing, sign it, approve it electronically, pay any required fee or otherwise instruct us to proceed.

We may choose not to accept an instruction where, in our reasonable view, the property, documentation, licence position, compliance position, ownership position, proposed use or proposed arrangement is unsuitable.

4. Our role

Kemson Ltd may act in different ways depending on the written agreement in place. We may act as a letting agent, managing agent, rent collection agent, property manager, tenant finder, compliance coordinator, refurbishment coordinator, direct tenant, company let tenant, immediate landlord or service provider.

Our exact role, authority and responsibilities will be set out in the relevant written agreement.

5. Services for landlords and property owners

Where we act for a landlord or property owner, our services may include some or all of the following, depending on what is agreed in writing:

- Marketing a property for let
- Arranging or carrying out viewings
- Advising on market rent and rental strategy
- Finding and referencing tenants
- Preparing or coordinating tenancy paperwork
- Collecting rent and issuing statements
- Managing tenant communication
- Coordinating repairs and maintenance
- Managing compliance documents and reminders
- Liaising with contractors, councils, tenants, occupiers and referrers
- Supporting HMO and shared accommodation management
- Coordinating check-in, inventory and check-out processes
- Supporting deposit administration where applicable
- Providing practical property and portfolio advice

The exact service level, fees and authority to act will be confirmed in the relevant proposal or agreement.

6. Landlord and owner responsibilities

Unless agreed otherwise in writing, landlords and property owners remain responsible for ensuring that their property is legally suitable to let and that they have authority to instruct us.

Landlords and property owners must provide accurate, complete and up-to-date information. This includes information about ownership, mortgage consent, freeholder consent, superior lease restrictions, insurance conditions, planning status, licence status, building safety, known defects, notices, disputes and any matter that may affect whether the property can lawfully or safely be let.

Landlords and property owners are responsible for ensuring that applicable legal obligations are met, including those relating to gas safety, electrical safety, fire safety, smoke and carbon monoxide alarms, EPCs, furniture and furnishings, housing standards, HMO management, licensing, planning, insurance and repair obligations.

We may assist with these matters where instructed, but unless expressly agreed in writing, we do not take over the landlord's legal ownership duties.

7. Fees, charges and payment terms

Our fees, charges and payment arrangements will be confirmed in writing before we provide a chargeable service.

Depending on the service agreed, fees may include tenant-find fees, letting fees, management fees, rent collection fees, setup fees, renewal or variation fees, compliance administration fees, contractor coordination fees, refurbishment coordination fees or other agreed charges.

Where we are required by law to publish or disclose fees, charges, commissions, referral arrangements or client money information, we will do so in the required way.

Unless agreed otherwise in writing, any sums due to Kemson Ltd must be paid in cleared funds by the date stated in the relevant invoice, agreement or payment request. We may deduct agreed fees, charges, contractor costs or other sums from rent or other money collected where the written agreement allows this.

8. Tenant fees and permitted payments

Where the Tenant Fees Act 2019 applies, we will only charge tenants permitted payments allowed by law.

Permitted payments may include rent, tenancy deposit, holding deposit, payments for lost keys or security devices, payments for tenant-requested changes, tenant-requested early termination payments, utilities, council tax, TV licence, communication services and default payments, where permitted by law and the relevant agreement.

Any tenant payment request will be handled in accordance with the law and the relevant tenancy or occupation agreement.

9. Tenants, applicants and occupiers

Where we deal with tenants, applicants or occupiers, we may ask for information and documents to assess suitability, affordability, identity, right to rent, references and occupation requirements.

This may include identity documents, contact details, right to rent information, employment or income information, previous landlord information, guarantor information and other information reasonably needed to manage an application, tenancy or occupation.

Applicants and tenants must provide information that is true, complete and not misleading. No tenancy or occupation is guaranteed until all checks are completed, all required documents are signed, all required payments are made in cleared funds and we confirm that the arrangement can proceed.

10. Tenancy agreements and occupation documents

Where a tenant rents a room, flat, house or other property through us, the tenant will usually be required to sign a written tenancy agreement or occupation document before moving in.

The signed agreement will set out the detailed legal terms of the occupation, including the property or room being let, the tenancy type, rent, payment dates, utilities, council tax, deposit arrangements, right to rent requirements, use of the property, shared area rules, repairs, access, ending the tenancy, pets, adaptations, HMO obligations and check-out requirements.

Tenants must read their agreement carefully before signing and should ask for clarification before agreeing to anything they do not understand.

11. Rent and arrears

Rent and other sums must be paid in accordance with the relevant written agreement, invoice or payment instruction.

Unless the relevant agreement or law says otherwise, rent must be paid in full, on time, in cleared funds and using the correct payment reference. Tenants must not deduct, withhold or delay rent unless permitted by law.

Where Universal Credit, housing benefit, council payments, third-party payments or support payments are involved, the person responsible for rent remains responsible for ensuring that rent is paid in line with the agreement unless the law or written agreement says otherwise.

12. Deposits and deposit alternatives

Where a tenancy deposit is taken and deposit protection rules apply, the deposit will be handled in accordance with the relevant legal requirements. This may include protecting the deposit in a government-approved tenancy deposit scheme and providing prescribed information where required.

Where no deposit is taken, or where a deposit replacement, guarantee product or insurance-backed alternative is used, the relevant arrangement will be confirmed separately.

A deposit is not normally used as rent and does not remove the tenant's obligation to pay rent and other sums due.

13. Repairs, maintenance and reporting

Where we manage a property, tenants and occupiers should report repairs, hazards, defects, leaks, breakdowns, damage, pests, safety concerns or disrepair as soon as reasonably possible.

Where we provide a tenant portal, property management system or online reporting system, it should be used as the main method for routine maintenance reports. In an emergency, tenants should use the emergency contact method provided.

Examples of emergencies may include serious leaks, electrical hazards, fire safety concerns, serious security issues, no heating or hot water in circumstances requiring urgent attention, or any issue posing a risk to life, serious injury or serious property damage.

Tenants must not delay reporting issues where delay may make the problem worse. Where an issue is caused by tenant misuse, neglect, damage or breach of agreement, the tenant may be responsible for reasonable costs, subject to the law and the terms of their agreement.

14. Maintenance authority, spending limits and contractor works

Where we manage a property for a landlord, we may arrange contractors, inspections, repairs, maintenance, compliance works and emergency works in accordance with the written agreement.

The written agreement may set out spending limits, approval requirements, emergency authority, maintenance float arrangements, contractor selection, invoice handling, administration charges and how repair updates are provided.

Unless agreed otherwise in writing, the landlord is responsible for property repair, maintenance, compliance and contractor costs. We will use reasonable care when instructing contractors, but we are not responsible for contractor acts or omissions unless caused by our own negligence or breach of duty.

15. Licensing, compliance and property standards

We may assist landlords with licensing and compliance matters, including HMO licensing, additional licensing, selective licensing, gas safety, electrical safety, EPCs, fire risk assessments, smoke alarms, carbon monoxide alarms, HHSRS-related issues, council correspondence and property safety documentation.

Unless agreed otherwise in writing, we do not guarantee that a licence will be granted, renewed or approved by a council. Councils, regulators, freeholders, insurers, lenders and other third parties make their own decisions.

Landlords must provide all information requested promptly and accurately and must tell us immediately about any notice, enforcement action, complaint, hazard, restriction or issue affecting the property.

16. Houses in Multiple Occupation and shared accommodation

Where a property is an HMO or shared accommodation, additional legal and practical obligations may apply.

Tenants, occupiers and visitors may be required to keep shared areas clean, tidy and safe, dispose of rubbish and recycling properly, avoid blocking hallways, stairs, entrances and fire escape routes, report hazards or defects, cooperate with inspections, follow reasonable property rules and avoid nuisance or anti-social behaviour.

Landlords must ensure that any HMO is properly licensed where required and managed in accordance with applicable law.

17. Right to rent

Where right to rent checks are required by law, tenants and occupiers must provide the information and documents reasonably required to complete those checks.

A person must not occupy a property if they do not have the required right to rent. We may refuse, pause or cancel an application where right to rent requirements are not satisfied or where legally required checks cannot be completed.

18. Pets, alterations and adaptations

Pet requests must be made in writing and will be considered in accordance with the tenancy agreement and applicable law. Consent must not be assumed unless it is given in writing. Reasonable conditions may be attached to any consent.

Tenants must not alter, decorate, add to, remove from, damage or interfere with the property, fixtures, fittings, utilities, locks, meters, alarms, appliances or shared areas without written consent.

Requests for disability-related adaptations or improvements should be made in writing and will be considered in accordance with applicable law.

19. Conduct, nuisance and anti-social behaviour

Tenants, occupiers and visitors must not use the property in a way that causes nuisance, harassment, alarm, distress, damage, unlawful activity, safety risk or unreasonable disturbance to others.

This includes excessive noise, threatening behaviour, harassment, property damage, misuse of shared facilities, drug-related activity, unsafe storage of items, blocking fire escape routes, improper disposal of rubbish, smoking or vaping where prohibited and behaviour that affects neighbours, other occupiers, contractors, staff or visitors.

Serious or repeated breaches may result in action being taken in accordance with the tenancy agreement and the law.

20. Check-in, inventories and check-out

Where an inventory or schedule of condition is provided, tenants must check it carefully at the start of the tenancy. Any disagreement, omission or error should be raised in writing within the time stated in the tenancy agreement or inventory process.

At the end of the tenancy, tenants must normally give vacant possession, remove belongings and rubbish, return keys, fobs and security devices, leave the property in the required condition, cooperate with check-out, provide a forwarding address, take final meter readings where responsible and settle outstanding rent or other sums.

Fair wear and tear will be taken into account.

21. Guaranteed rent, rent-to-rent and company let arrangements

Guaranteed rent, rent-to-rent, company let, management lease and similar arrangements are separate commercial arrangements. They do not apply unless confirmed in a signed written agreement.

Any such arrangement may be subject to property inspection, licence checks, compliance checks, mortgage consent, freeholder consent, superior landlord consent, insurance approval, planning status, property condition and agreement on rent, term, repair responsibilities, use of the property, access arrangements and exit condition.

No guaranteed rent, rent-to-rent, company let or lease arrangement is binding unless it is agreed in writing and signed by the relevant parties.

22. Refurbishment, conversion and improvement services

Where we assist with refurbishment, conversion, furnishing, HMO preparation or property improvement works, the scope of work will be confirmed separately.

Quotes and estimates may be subject to change where additional issues are discovered, the client changes the scope, building control, licensing, planning or council requirements change, materials or labour costs change, a contractor identifies extra work, access is delayed or the property condition is different from what was initially understood.

We do not guarantee planning consent, licence approval, valuation uplift, rental increase, tenant demand or investment return unless expressly confirmed in writing.

23. Marketing, photographs and property information

Where we market a property, we will aim to present information clearly and accurately based on information available to us.

Landlords must ensure that all information provided to us is accurate, including ownership details, property size, number of rooms, licence status, planning status, utilities, restrictions, parking, service charges, lease restrictions, known defects, safety issues, neighbour disputes and any material information that may affect a tenant or applicant's decision.

We may use photographs, floorplans, descriptions, listings and online platforms to market properties.

24. No guarantee of outcome

Unless confirmed in writing, we do not guarantee that a tenant will be found, a tenancy will proceed, referencing will be passed, a landlord will accept an applicant, a council or lender will approve an arrangement, a licence will be granted, a property will achieve a specific rent, a property will remain fully occupied, or that no arrears, voids, disputes, repairs or complaints will arise.

We will provide our services with reasonable care and skill, but property letting and management involves factors outside our control.

25. No legal, tax, mortgage or investment advice

Information we provide is practical property guidance only unless expressly agreed otherwise in writing. We do not provide legal, tax, mortgage, financial planning, valuation, surveying, planning or investment advice.

Landlords, investors, applicants and tenants should obtain appropriate professional advice before making decisions about property ownership, letting, investment, tax, finance, licensing, planning or legal matters.

26. Client money and payments

Where we receive rent, deposits, fees, contractor payments or other money, we will deal with that money in accordance with the relevant agreement, legal requirements and our internal procedures.

Where a client money account, separate payment arrangement or specific client money protection requirement applies, details will be provided in the relevant agreement, payment instruction or required public information.

We may deduct agreed fees, charges, contractor costs or other sums from money held or collected where the written agreement allows us to do so.

27. Data protection

We collect and use personal information in order to provide our services, manage enquiries, process applications, conduct checks, manage tenancies, comply with legal duties and communicate with landlords, tenants, applicants, contractors, councils, referrers and other parties.

Our handling of personal data is explained in our Privacy Policy. We may share information with third parties where necessary, including referencing providers, contractors, utility providers, councils, deposit schemes, property management platforms, legal advisers, professional advisers, regulators, insurers, law enforcement bodies or government bodies where required or permitted by law.

28. Complaints

If you are unhappy with our service, you should contact us so we can try to resolve the matter.

Complaints will be handled in accordance with our Complaints Procedure. Where eligible, unresolved complaints may be referred to the Property Redress Scheme after our internal complaints process has been completed.

29. Website information

The information on our website is provided for general information only. Although we aim to keep website content accurate and up to date, it should not be treated as legal, financial, tax, planning, investment, surveying or professional advice.

Website content may be updated, replaced or removed at any time.

30. Third-party services and platforms

We may use third-party platforms, portals, contractors, software providers, payment providers, referencing providers, deposit schemes, listing sites or professional advisers to deliver our services.

We are not responsible for the availability, performance, terms, failures or actions of third-party services unless the issue is caused by our own breach of duty.

31. Liability

Nothing in these Terms of Business limits or excludes liability where it would be unlawful to do so.

Subject to that, Kemson Ltd will not be liable for losses caused by inaccurate information provided to us, landlord failure to comply with legal obligations, tenant breach of tenancy, contractor acts or omissions outside our reasonable control, council, lender, insurer, freeholder or third-party decisions, delays caused by missing information, access issues or third parties, loss of profit, loss of rent, loss of opportunity or indirect losses, except where the law does not allow such exclusion.

Our liability will be considered in light of the written agreement in place and the service we were instructed to provide.

32. Events outside our control

We will not be responsible for delay or failure caused by events outside our reasonable control. This may include severe weather, fire, flood, property damage, contractor shortage, supplier failure,

utility failure, system outage, council delay, strike or labour disruption, legal or regulatory change, emergency restrictions, access refusal or events affecting health, safety or public services.

33. Changes to these Terms

We may update these Terms of Business from time to time. The version displayed on our website will be the current public version.

Any signed agreement already in place will continue to apply unless changed in accordance with its own terms.

34. Governing law

These Terms of Business are governed by the laws of England and Wales.

The courts and tribunals of England and Wales will have jurisdiction, unless the law requires otherwise.