



SOCIAL HOUSING
GROUP

_____ of

_____ of

Date: _____

Rent-to-Rent Agreement with Social Housing Provider Lease for Property at

This Rent-to-Rent Agreement with Social Housing Provider Lease (the "Agreement")

Is entered into this _____, by and between

Social Housing Holdings Ltd

_____, ("Managing Agent") and

_____, ("Investor")

In relation to the property located at

_____ (the "Property").

Recitals:

- A. Managing Agent has secured a rent-to-rent property (the "Property") with a landlord ("Landlord") and a contract with a social housing provider ("Social Housing Provider").
- B. Investor desires to invest in the Property and engage Managing Agent for management services, including rent collection and payment to Landlord, in return for a monthly return on investment.
- C. Managing Agent agrees to provide the services and protections set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Investment Amount. Investor shall pay the Managing Agent a one-time investment fee of £_____ to cover the sourcing fee, cost of works, project management fee, and lease set-up fee.
2. Services. Managing Agent shall act as the managing agent for the Property and shall:
 - a. Collect rent from the Social Housing Provider;
 - b. Pay the rent to the Landlord;
 - c. Pay Investor their agreed-upon monthly return on investment, which shall be £_____ for the duration of the term.
3. Term. The term of this Agreement shall be for a period of _____ months, commencing on the date first above written, unless sooner terminated in accordance with the terms of this Agreement.
4. Anti-social Behaviour.
 - a. The Social Housing Provider shall collaborate with the police to manage and address any instances of anti-social behaviour, utilising their qualified social workers and infrastructure.
5. Voids and Maintenance.
 - a. Social Housing Provider shall cover voids.
 - b. Landlord shall be responsible for structural maintenance.
 - c. Tenant-related maintenance shall be addressed by the Social Housing Provider.
6. Tenant Eviction.
 - a. The Social Housing Provider shall handle post-eviction matters, ensuring the property is returned in vacant possession.
7. Insurance.
 - a. Property insurance shall be the responsibility of the Landlord.
 - b. Managing Agent shall maintain separate insurance coverage.
8. Termination and Assignment or Novation.
 - a. In the event that Managing Agent breaches any of its obligations under this Agreement or the rent-to-rent contracts with the Landlord or Social Housing Provider, Investor shall have the right, upon written notice to Managing Agent, to terminate this Agreement.
 - b. Upon termination of this Agreement, the rent-to-rent contracts with the Landlord and Social Housing Provider shall be assigned or novated to the Investor to protect the Investor's investment.

9. Confidentiality.

- a. Both parties agree to keep the terms of this Agreement confidential and not to disclose any information related to this Agreement to any third parties without the prior written consent of the other party, except as required by law.

10. Indemnification.

- a. Each party shall indemnify and hold harmless the other party, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to any breach of this Agreement or any negligent or wrongful act or omission of the indemnifying party, its officers, directors, employees, or agents.

11. Limitation of Liability.

- a. Except for the indemnification obligations, neither party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, whether in contract, tort, or any other theory of liability, even if the party has been advised of the possibility of such damages. In no event shall the Managing Agent's liability under this Agreement exceed the amount paid by the Investor under this Agreement.

12. Force Majeure.

- a. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are caused by events beyond the reasonable control of a party, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or failures in computer, telecommunications, or other infrastructure systems.

13. Dispute Resolution.

- a. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between the parties.
- b. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- c. If the parties are unable to resolve the dispute through mediation, either party may submit the dispute to binding arbitration under the rules of the London Court of International Arbitration (LCIA). The decision of the arbitrator(s) shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

14. Notices.

- a. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email, or in the case of delivery by post, on the third (3rd) business day following dispatch by registered or certified mail, postage prepaid, to the addresses of the parties as set forth at the beginning of this Agreement or such other address as a party may designate by notice hereunder.

15. Early Termination by Landlord or Social Housing Provider and Subsequent Agreement Switch.
 - a. In the event the rent-to-rent contract with the Landlord or Social Housing Provider is terminated early, prior to the expiration of the term agreed upon in this Agreement, the Managing Agent shall have the right to switch the Agreement to another rent-to-rent deal with a different landlord and/or social housing provider.
 - b. The Managing Agent shall provide the Investor with written notice of the early termination and the details of the new rent-to-rent deal within 30 days of the termination.
 - c. The new rent-to-rent deal shall be subject to the same terms and conditions as set forth in this Agreement, including but not limited to, the remaining term, the investment amount, and the monthly return on investment. The parties may execute an amendment to this Agreement to reflect the new property and associated parties, as needed.
 - d. In the event the Managing Agent is unable to secure a suitable alternative rent-to-rent deal within 30 days of the termination, the Investor shall have the right to terminate this Agreement, and the Managing Agent shall refund the Investor a pro-rated portion of the investment amount, taking into account the remaining term of the Agreement and any costs incurred by the Managing Agent in attempting to secure a new rent-to-rent deal.

16. Protection from Liability for Illegal or Fraudulent Activities by Third Parties.
 - a. The Managing Agent shall not be held liable for any damages, losses, or expenses incurred by the Investor as a result of illegal or fraudulent activities conducted by the Landlord, Social Housing Provider, or any appointed contractor for works carried out at the Property, provided that the Managing Agent has not been negligent, reckless, or engaged in any wilful misconduct in connection with the selection, appointment, or supervision of such third parties.
 - b. In the event of any illegal or fraudulent activities by the Landlord, Social Housing Provider, or appointed contractor, the Managing Agent shall notify the Investor promptly and cooperate with the Investor in taking reasonable steps to mitigate any potential damages or losses.
 - c. If the Managing Agent becomes aware of any such illegal or fraudulent activities, the Managing Agent shall take reasonable steps to terminate its relationship with the relevant party and, if necessary, seek a suitable alternative party to fulfil the obligations of the terminated party in accordance with the terms and conditions of this Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

18. Entire Agreement. This Agreement, together with any exhibits, schedules, and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written, with respect to such subject matter.



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19. Amendments. This Agreement may be amended only by a written instrument executed by both parties hereto.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severed from this Agreement and the remaining provisions shall continue in full force and effect according to their terms.
22. Investor's Access to the Property.
- a. The Investor acknowledges and agrees that any visits to the Property must be arranged through the Managing Agent.
 - b. The Managing Agent shall coordinate with the Social Housing Provider to arrange a suitable date and time for the Investor's visit to the Property, subject to the Social Housing Provider's requirements and restrictions.
 - c. The Investor shall not visit the Property without the prior written consent of the Managing Agent and the Social Housing Provider.
23. Commencement of Investor Payments. The first monthly payment of the agreed-upon monthly return on investment to the Investor shall commence 90 days from the date that the Managing Agent receives the investment funds. This period covers the cost to secure the deal, transition rent for paying the Landlord whilst works are completed prior to the Social Housing Provider taking over, the cost of works, and any project management and sourcing fees.
24. Investor Bank Details.
- a. The Investor shall provide the Managing Agent with their bank account details below for the purpose of receiving the monthly return on investment payments.
 - b. The Investor shall notify the Managing Agent in writing of any changes to their bank account details. The Managing Agent shall not be liable for any incorrect payments resulting from the Investor's failure to provide accurate and up-to-date bank account information.

Bank Name: _____

Account Name: _____

Account Number: _____

Sort Code: _____



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25. Independent Solicitor and Holding of Documentation.

- a. All contractual legal documentation related to the property, investor, landlord and social housing provider under this Agreement shall be held by an independent solicitor.
- b. The independent solicitor shall act on behalf of the investor should any breach occur within this Agreement, and shall have authority to take appropriate legal action to enforce the rights and obligations herein.
- c. The details of the independent solicitor shall be agreed upon in writing by both parties and shall be attached as a schedule to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rent-to-Rent Agreement with Social Housing Provider Lease as of the date first above written.

For the Managing Agent:

Signature: _____

Signed By: _____

Title: _____

For the Investor:

Signature: _____

Signed By: _____

Title: _____

Witnessed by:

Name: _____

Signature: _____