



# Terms & Conditions for Rent Collection & Full Management

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**GENERAL**

Full name(s) of Owner(s)/Landlord(s): \_\_\_\_\_

\_\_\_\_\_  
(You must inform us as to whether the property is owned jointly and by whom)

Full postal address if Owner(s)/Landlord(s): \_\_\_\_\_

Post Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Principle contact details:**

Email Address: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

**Full postal address of property to be Let:** \_\_\_\_\_

Postcode: \_\_\_\_\_ Country: \_\_\_\_\_

**Service level required - Please tick the appropriate box**

**OPTION 1.** I/We ("the Landlord") have ready and accept the Terms and Conditions of Business (Pages 4-23) and confirm that I/We wish Brink Riley Properties Limited to provide Lettings & Rent Collection Only Service for a Fee of 8% of the rent passing under the Lease.

**OPTION 2.** I/We ("the Landlord") have ready and accept the Terms and Conditions of Business (Pages 4-23) and confirm that I/We wish Brink Riley Properties Limited to provide Lettings & Full Management Service for a Fee of 10% of the rent passing under the Lease.

**LANDLORD SIGNATURE:**  
(All owners/authorised signatory of company/power of attorney MUST sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**SIGNED ON BEHALF OF Brink Riley Properties Ltd:**  
(Authorised signatory of the Company only)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

## LANDLORDS INFORMATION

Bank details – Please provide details of the bank account where you wish the rent to be paid into:

Bank: \_\_\_\_\_ Account No: \_\_\_\_\_

Address: \_\_\_\_\_

Sort Code: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Account Name: \_\_\_\_\_

Are you a non-resident for the purposes of UK income tax (circle)?

**YES**                      **NO**

If the answer is yes to the above question, then have you received exemption from the UK Inland Revenue to receive rental income from us without deduction for tax?

**YES**                      **NO**

**If you answered yes to the above questions you are required by Law to complete an NRL1 Form to H M Revenue & Customs, who will then write to us with your Tax exemption details.**

**A NRL1 Form can be provided at your request; we are legally obliged to deduct Tax until the confirmation from H M Revenue & Customs is received**

Note:

We can no longer trace an existing exemption number that might be registered with the UK Inland Revenue.

Any letter not requiring you to submit self-assessment returns is not an exemption letter.

If the property is jointly owned then exemption is required from **ALL** owners.

Do you need us to copy statements to your tax adviser/accountant? Please give us details below:

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What would be your preferred method of communication (circle)?

Telephone    Email    Fax    post



Please complete the following property details to ensure particulars and marketing are described correctly:

What floor is the property on?	
Number of double bedrooms?	
Number of single bedrooms?	
Number of reception rooms?	
Number of bathroom excl En-Suite?	
Number of en-suites?	
Out doors space? Garden/balcony	
Development facilities?	
Porters or Concierge? <i>Please specify open hours and contact numbers if known.</i>	
Does the property benefit from a Lift?	
If the property furnished or Unfurnished?	

### Property Management Information

Please advise us of any known **Warranties/Guarantees** that you would like us to utilise for any appliance (or of any additional cover you may have in place for plumbing or heating repairs):

Oven/Hob	
Fridge/Freezer	
Washer/Dryer	
Dishwasher	
Vacuum	
Heating & Plumbing	

- ***Please ensure you supply the account reference numbers and contact details for these services.***
- ***Please ensure that relevant documentation including a/c numbers, contact details are provided to us for any warranties or guarantees that apply at the property.***
- ***Please ensure that copies of all instruction manuals for appliances are left at the property for the tenants.***

**PARKING** - Please advise below of any car parking facilities, included with the property, including type, bay number, access arrangements, fobs required etc:

--

Please advise us of the block-managing agent's details below (where applicable):

Agents Name:	
Agents Address:	
Contact name:	
Telephone:	
Fax:	
Email:	

Please advise us of your local council/utility supplier's details below:

Local Council	
Electricity	
Gas	
Water	

## **Definitions**

1. In this Agreement the following Definitions and Interpretations apply:
  - a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
  - b. "Agent" "we" or "us" means the Agent trading from the Registered Office Address as described in the Summary Schedule.
  - c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
  - d. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
  - e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
  - f. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
  - g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
  - h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
  - i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
  - j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
  - k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
  - l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
  - m. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
  - n. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
  - o. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
  - p. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - q. "Agreement" means this Terms of Business signed between the Agent and the Landlord

## **Jurisdiction and Service**

2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
4. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes



Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be 8 Freebournes Court, Witham, Essex, CM8 1BL.

### **Service Information**

5. We trade as a Limited company registered at Companies House (Reg. No 08389378)
6. Our VAT number is **176667362**.

### **Acts of Third Parties**

7. We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.
8. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

### **Termination**

9. Either party has the right to terminate this Agreement in writing:
  - a. upon the Occupier's vacation of the Premises;
  - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
  - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
  - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
10. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

### **Assignment**

11. Either party reserves the right to assign their rights and or obligations under this Agreement upon giving you two months' written notice.

### **Data Protection Act 1998**

12. In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

### **Interest on Clients' Monies and Commission**

13. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

## **Money Laundering**

14. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

### List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as "Void")

### List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

## Schedule 1: Fees and Commissions

### Sole Agency

1. By appointing us, you agree that we shall have sole agency to market the Premises for a period of 6 weeks. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

### Commission

2. You are responsible for paying our Commission when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
  - a. a viewing conducted by us;
  - b. sight of any marketing or advertising material produced by us or by our instructions;
  - c. by way of an introduction from an existing occupier for which we have previously charged a commission; or
  - d. through the work of yourself or any other agent where this occurs during our period of sole agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction. **You should note that this may involve you paying Commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.**

By signing this Agreement the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

### VAT

3. Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are shown **exclusive** of VAT unless mentioned otherwise.

### Commission Due

4. Our Commission is 10% + vat for Full Management Service. Our commission payment will become due at the agreed start date of the Occupation Agreement and we will divide our Commission into equal amounts and take them from the payments made by the Occupiers at the intervals agreed in the Occupation Agreement. Our other fees and disbursements will be taken in full from payments made by the Occupier. Should the Occupier fail to make any agreed payments our Commission, Fees and Disbursements will still be payable by you and we will invoice you accordingly.

### Refund of Commission

5. We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

### Sales Commission

6. We charge 1% sales commission if the Tenant purchases the Premises from the Landlord; or if the Landlord sells to a third party.

### **Additional Services**

7. The following Services are in addition to the above and form the subject of an additional charge.
  - a. Consultancy is offered on request and will be charged at the rate of £30.00 excluding VAT per hour, plus travel and other reasonable expenses and costs. This Service includes additional visits to a Premises if we are managing, serving a Notice under Section 13 of the Housing Act 1988, waiting time at a property, having extra sets of keys cut, arranging cleaning prior to the start of a Tenancy, arranging safety checks, arranging installation of smoke alarms or carbon monoxide alarms, arranging an Energy Performance Certificate or obtaining consent from a lender or a Superior Landlord.
  - b. Preparation of an Inventory and Schedule of Condition on behalf of the Landlord by an inventory clerk will depend on the size and style of the Premises. Estimates will be given upon request. The cost of the preparation of the Inventory is borne by the Landlord.
  - c. Preparation of our standard Tenancy Agreement usually being for a fixed Term of twelve months or less is £90.00 exclusive of VAT for a new Tenancy and for a Memorandum of Agreement prepared for extending a Tenancy including a Rent review.
  - d. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement: Depending on the volume of changes will be charge per hour or part of an hour.
  - e. Service of Notices to terminate a Tenancy when we are not managing the Premises will be subject to an administration fee of £40.00.
  - f. Visits during a void period using our caretaking service will be £40.00 excluding VAT for one visit each week during office hours.
  - g. Instructing contractors during a void period or if we are not managing the Premises will incur an administration fee of £20.00 excluding VAT payable in advance together with the cost of the contractor. This Service is only offered provided we have written instructions from the Landlord and hold sufficient cleared funds to cover the cost of the work plus our fees.
  - h. A supervisory fee of 7.5% of the total cost of any work in excess of £250.00 is charged for supervising the work.
  - i. Supervise the partial or total refurbishment of the Premises for a fee of 10% of the total cost of the work but subject to a minimum fee of £40.00 excluding VAT.
  - j. If the Landlord is not resident in the UK we will charge an administration fee of £10.00 each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
  - k. Preparation of documentation for County Court proceedings or DPS adjudication will be charged plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged and put into writing to you prior to proceedings.
  - l. Duplicate statements can be provided to you or your accountant for a fee of £ 0.25p including VAT per statement or £3.00 including VAT for all the statements covering a tax year.

### **Sub Agency**

8. We may give details of your Premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Premises promptly.

## Schedule 2: Agent Obligations

When we are instructed to let the Premises we will do the following:

We will visit the Premises to view them and provide you with an indication of the current market Rent achievable.

We will market your Premises to inform suitable applicants of the availability of your Premises by erecting a To-Let board at the Premises and by advertising in major publications. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board.

As and when we have applicants interested in viewing your Premises, we will either accompany these people to your Premises with keys provided by you, or arrange a mutually convenient appointment for them and us to meet you at the Premises.

Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

When an applicant shows an interest in your Premises, we will:

Provide them with a sample Tenancy Agreement;

Take up references upon each applicant whenever possible.

We use a reference agency who has informed us that they obtain a credit reference report checking the financial standing of the applicant, including income and credit rating, contact the previous landlord (if appropriate) and contact the personal referee if applicable. If the applicant passes the referencing procedure the references will be forwarded to you for approval.

You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

An Inventory and Schedule of Condition is essential for the proper conduct of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the Premises at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.

We do not employ Inventory clerks. We can instruct an inventory clerk on your behalf subject to a fee for which you will be liable as shown in Additional Services. The fees of the inventory clerk will be given to you prior to instruction.

Our standard Tenancy Agreement provides that the Landlord will pay for the check in of the Inventory at the start of the Tenancy by an independent inventory clerk and the Tenant will pay for an independent inventory clerk for a check out report to determine whether or not there is any damage, or compensation for breach of the Tenancy, or cleaning needed taking into account the check-in report of the Inventory and Schedule of Condition. A copy of the check-out report will be sent to both you and the Tenant for comment.

Prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence. There will be an additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement which is shown in our Additional Services section.

Notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your Premises provided you have supplied us with the contact details of your utility suppliers including the account numbers, and ask them to send a credit agreement and supply contract to the Tenant. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and for any void period between tenancies. We will need to provide the utility suppliers with your new address and the meter readings at the commencement of the Tenancy to ensure that there are no discrepancies with the change over. Some suppliers will not take instructions from us in which case you must contact them direct to take the accounts out of your name.

Arrange the cleaning of the Premises if instructed in writing. There will be an administration charge as shown in Additional Services in addition to the cleaning charge.

Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is usually equivalent to one month/six weeks' Rent, and try to arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account.

Hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant **OR** Accept the Deposit from the Tenant on your behalf and pass it to you for registration according to the clause below.

Register the details of the Deposit and the two parties to the Tenancy Agreement with mydeposits during the Tenancy. Regardless of the type of Tenancy, we register the Tenancy with the Tenancy Deposit Scheme. **OR** Pass the Deposit to the Landlord who must register it with a Tenancy Deposit Protection Scheme within fourteen days of the Tenancy starting or the Deposit being taken whichever is the earlier.

Request a minimum of 2 sets of keys from the Landlord prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation charges will be made as outlined in the Additional Services.

Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.

Serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy as shown under Section 5 below. If the Management Service is not used this will be subject to an administration fee as shown in Additional Services. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.

Arrange a check out of the Inventory if we manage the Premises. If we do not manage the Premises a check out can be arranged subject to an administration charge plus the cost of the check out charged by the inventory clerk as shown in Additional Services.



Advise you that if a formal offer has been made by a prospective Tenant and you then inform us that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

Advise you that if you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet some of the costs and the expenses incurred.

Inform you that you must notify us of any change in your residency.

Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.

We will do the following:

Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed, continue as a periodic Tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing.

Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.

Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.

Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.

Inform you that if the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

If you prefer to negotiate any renewal personally our fees for the Letting Service will continue to be payable according to Schedule 1 above for the duration of the time the Tenant occupies the Premises.

### **Schedule 3: Rent Collection**

1. In addition to the Letting Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be sent to you within 5 working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.
2. You agree to compensate us within 14 days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.
3. You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.
4. We cannot be held responsible if the Tenant fails to any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.



#### **Schedule 4: Full Management**

1. In addition to the above Services we will do the following:
  - a. Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
  - b. Deal with day-to-day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this Agreement. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair.
  - c. Retain from the first payment made by the Occupier after all our Commission, fees, costs and expenses have been paid the sum of £250.00 which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the Tenancy.
  - d. Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf.
  - e. Use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, will not be liable for any loss suffered.
  - f. Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.
  - g. Try to visit the Premises approximately two times each year or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown in Schedule 1 provided the Tenant grants access. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the Premises but enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.
  - h. Supervision of the Premises is not part of our management function when it is unoccupied. If you wish us to manage your Premises during a void period we will gladly do so subject to the charges specified in Schedule 1 which are payable in advance together with your written instructions. We will visit the Premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds, and you agree in writing to pay our administration fee as shown in Schedule 1.

- i. Supervise, under certain circumstances, either the partial or total refurbishment of properties. To supervise this work we will charge a fee being a percentage of the total cost of the work but subject to a minimum charge as shown in Schedule 1. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.
  - j. Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Premises. We will charge waiting time at the Premises as shown in Schedule 1 in addition to the invoice of the contractor. We do not meet contractors if we do not manage the Premises.
2. Either party may withdraw instructions to manage the Premises upon giving three months' written notice. However our fees for the Letting Service remain payable as specified in Schedule 1.

## **Schedule 5: Landlord's Undertakings**

### **Consent for Letting**

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

### **Mortgage**

2. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

### **Sub-letting**

3. If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

### **Insurance**

4. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

### **Taxation**

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.

6. The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlord Scheme we shall make an administration charge as shown in Schedule 1. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

#### **Rent Arrears or Breach of Covenant**

7. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

#### **Reimbursement of the Agent**

8. You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

#### **Sub-Contractors**

9. Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

#### **Housing Act 2004**

10. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain a adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

### **Indemnity**

11. If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for an written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

## **Schedule 6: Deposit Handling (Agent to Hold through DPS)**

We will normally hold the Deposit if it is an Assured Shorthold Tenancy unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing. If we are protecting the Deposit to comply with current legislation under the Housing Act 2004 we will register the Deposit and transfer it to the Deposit Protection Service ("DPS") within fourteen days of the Tenancy commencing or the Deposit being taken whichever is earlier. If the Tenancy is outside the protection of the Housing Act 2004 we will pass it to the Landlord to hold in a separate client account. If the Landlord protects the Deposit under DPS in his name it is his responsibility to serve the Prescribed Information and the Terms and Conditions of the DPS on the Tenant and to register and log the Deposit with DPS within fourteen days of the Tenancy commencing or the Deposit being taken whichever is the earlier and provide written proof to us of the protection.

If we are not managing the Premises we will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to the DPS. We will not negotiate deductions between the Landlord and the Tenant but will inform DPS how the Deposit is to be released by completing the relevant documentation once both parties confirm in writing the deductions to be made. Unless we manage the Premises we will not negotiate on your behalf unless requested by you in writing together with your cheque for our fees in the sum of £50.00 including VAT to resolve any dispute.

If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

If we manage your Premises we will retain 20% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Premises and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to DPS to gain compensation for his loss from the Deposit.

## **Schedule 7: Safety Legislation**

### **The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

1. It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

### **Electrical Equipment (Safety) Regulations 1994**

2. You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.

### **Gas Safety (Installation and Use) Regulations 1998**

3. It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations.

### **Part "P" Building Regulations (Electrical Safety in Dwellings)**

4. From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

### **Smoke Alarms and Carbon Monoxide Alarms**

5. Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Premises and test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment. It is not the law that carbon monoxide alarms are fitted to premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing. The cost and our administration fee as shown in Schedule 1 will be deducted from the Rent.