



Terms of business

Service Options	<b>Fully Managed Professional</b>  A comprehensive and hassle-free service. Whatever you or the tenant need, we take care of it.  <u>Designed for Landlords who take a professional stance towards their reasonability's but have a busy lifestyle and other commitments.</u>	<b>Part Managed Assisted</b>  We find you a tenant, manage the money and your ongoing compliance obligations.  <u>Designed for Landlords that need professional assistance but have a flexible lifestyle affording them time to deal with the needs of the Tenants.</u>	<b>Let Only Tenant Intro</b>  We do all the viewings, references and organise the tenancy agreement, leaving you with the day to day running of the let.  <u>Designed for Landlords who have excellent working knowledge of tenancy law and don't have a busy lifestyle.</u>
*Additional fees apply			
Market Valuation	✓	✓	✓
Comprehensive Marketing Strategy	✓	✓	✓
Vetting Applicants	✓	✓	✓
Accompanied Viewings	✓	✓	✓
Negotiate Terms	✓	✓	✓
Right to Rent Check *	✓	✓	✓
Comprehensive Vetting & Reference Report	✓	✓	✓
Existing landlord check	✓	✓	✓
Income & outgoings Verification	✓	✓	✓
Credit Check	✓	✓	✓
Fraud Check	✓	✓	✓
Schedule of Condition*	✓	✓	✓
Tenancy Agreement*	✓	✓	✓
Arranging Compliance Certificates *	✓	✓	✓
Collection of Deposit	✓	✓	✓
Registration of Deposit*	✓	✓	✓
Rent Collection & Statements	✓	✓	✗
Rent Protection Warranty *	✓	✓	✗
Compliance Tracking During the Tenancy	✓	✓	✗
Negotiate Renewal Terms *	✓	✓	✗
Negotiate Rent Review & serving or S13 *	✓	✓	✗
Interim Inspection Reports	✓	✗	✗
Emergency Repairs Service	✓	✗	✗
Routine Maintenance & Resolution	✓	✗	✗
Tenant 24/7 Issue reporting	✓	✗	✗
Emergency Repairs Service	✓	✗	✗
Online Landlord Portal	✓	✗	✗
End of Tenancy Check Out	✓	✗	✗
Deposit resolution *	✓	✗	✗
S21 Notice (Repossession)*	✓	✗	✗
S8 Notice (Breach of Tenancy) *	✓	✗	✗

## What is?

### Right to Rent Check

The Home Office demand that landlords check their tenants have the right to rent a property in the UK. UK and Irish citizens automatically have this right, but people from third party countries may need to prove they have settled or pre settled status. At Anthony James we can take care of this check and the subsequent record keeping as failure to do so can result in a civil penalty of up £3000 per tenant.

### Income & Outgoing Verification

It is great if a tenant has a decent salary but it's not so great if their lifestyle or other commitments means they will still struggle to pay the rent. Our referencing policy is to therefore check both. We can do this several ways, but we prefer an option called 'open banking'. This is similar to how mortgage underwriters make decisions before lending. It simply tells us the true source of any net income and if they have outgoings exceeding this.

### Schedule of Condition

This is an inventory but goes a little further. It also notes the general condition of any items at the start of the tenancy. If a landlord needs to make a claim for excessive wear and tear at the end of a tenancy, then a schedule of condition is a very powerful weapon. Most independent adjudicators will want a detailed report of the original condition of carpets, cookers etc even if the landlord and tenant know they were brand new. The tenants will sign the schedule of condition so there is little argument.

### Compliance Certificates

These are safety documents that need to be in place before a tenancy can commence and be recorded in case of any unforeseen issues. Failure to do so can have serious repercussions including fines, loss of possession powers and invalid buildings insurance. Anthony James has the working knowledge to not only provide these documents but implement them at the specific times along the tenancy timeline. We also have a robust record keeping system that keeps all these compliance certificates safe for future use. Landlords sometimes need to prove compliance was in place yesterday as well as today.

### Serving a S13 (Rent Increase)

If the tenant doesn't agree a higher rent but you feel it's necessary, then as a landlord you can service a Section 13 notice (S13) which is a legal rent increase notice. There are a few boundaries which need to be addressed but at Anthony James we will help navigate them.

### Tenant 24/7 Issue Reporting

Tenants with flexible working patterns or those who work nights want to know their landlord has the infrastructure in place to report any issues they may be experiencing. This is especially true of modern tenants who pay a large percentage of their income on rent. As a landlord you can give them the facility to report something 24/7 which will automatically acknowledge their issue, triage it if necessary and allow you the ability to respond efficiently.

### Emergency Repairs Service

If using our fully managed service, you will have full access to our in-house services team which can respond to emergencies around the clock. Typically, such issues tend to be acute maintenance issues or power failures. The services team will attend and fix the issue leaving your tenants safe and very grateful. If the issue is complicated and further works need your authorisation, then the services team will still ensure the tenants are safe but attempt to do a temporary repair in order to mitigate further damages and costs.

### S8 Notice (Breach of Tenancy)

Sadly, from time-to-time tenancies do not go according to plan or how people first intended. If your tenant breaches the agreement and the issue can't be resolved through constructive mediation, then terminating the tenancy maybe the only option left. Serving a section 8 notice is not straight forward, may involve court action and therefore a level of practical expertise is needed. At Anthony James we can deal with the strict procedures and protocols required by law and remove this headache for landlord.

## 1. DEFINITIONS

For any standard terminologies used in this Agreement that are not understood, we have provided the following definitions which will elaborate on their meaning:

Use of the singular applies to the plural and use of the masculine applies to the feminine

**'Administration Fee'** means a fee should be paid to the Agent for the services involved.

**'Agent'** means anyone acting directly for the company as detailed on page 11, not including any contractors.

**'Agent of necessity'**. Means typically the agent can only act within the authority given to them under the terms of this contract. However, sometimes emergency situations arise where the Agent will have to make rapid decisions, whether they have specific authority to act. Examples include health and safety to Tenants, danger to the property or instances that may affect the landlord's legal obligations under the tenancy agreement or matters that may invalidate the tenancy or cause it to fail. In all instances the Agent agrees to act responsibly and with landlord's best interests in mind.

**'Agreement'** means this Terms Of Business and additional appended documents signed by the Landlord and the Agent

**'Deposit'** or **'Security Deposit'** means the money held by the Agent or the Landlord, in stakeholder capacity, during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.

**'Fee(s)'** or **'Charge(s)'** means the commission and any other remuneration payable for the Agent's services.

**'Force Majeure'** means an event, or a series of related events, that is outside the reasonable control of the Agent affected (including power failures, industrial disputes affecting any Third Party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). 'Hourly rate' means a fee of £30 +VAT charged at an 'hourly rate' or part thereof should be paid to the Agent for the services involved.

**'Inventory'** or **'Inventory Schedule of Condition'** means the document drawn up prior to commencement of the Tenancy, by the Landlord or the Agent, which describes the fixtures and fittings at the Property.

**'Improvements'** means works requested or authorised by the landlord to that do not affect the tenancy but require the Agent to organise.

**'Landlord'** means anyone owning an interest in the Property, whether Freehold or Leasehold, including authorized Third Parties acting in the capacity of a Freeholder/Leaseholder or on behalf of the aforementioned and or entitling them to possession of

it upon the termination or expiration of the Tenancy and anyone who later owns the Property.

**'Property'** means any part or parts of the building, boundaries, fences, gardens or out- buildings belonging to the Landlord

**'Repairs'** means issues reported by the tenant affecting their safety or enjoyment of the property.

**'Service team'** means the Agents in house maintenance contractors, or providers of professional services relating to the marketing or maintenance of the property.

**'Tenancy'** means the Fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether Fixed or Periodic arising after the expiry of the original term

**'Tenant'** means anyone entitled to possession of the Property under a Tenancy Agreement

**'Tenancy Agreement'** means the contract drawn up between the Landlord and the Tenant specifying the obligations of both parties.

**'Third Party Charge'** means a fee will apply subsequently charged by a Third Party that are organised to undertake a service coordinated by the Agent.

**'VAT'** means Value Added Tax and will be charged at the prevailing rate.

## **2. GENERAL**

### **2.1 General Authority**

The Landlord confirms that he/she is the sole or joint owner of the Property and has the right to rent out the Property under the terms of the Mortgage or Head Lease. Where necessary, the Landlord confirms that permission to let has been granted by the Mortgagee, Freeholder and Insurance provider. The Landlord authorises the Agent to carry out the various duties of letting the Property and Property Management as detailed within the Lettings Service Options. The Landlord also agrees that the Agent may take and hold deposits where required. It is declared that the Agent may earn and retain commissions on insurance policies issued on the Landlord behalf where applicable.

### **2.2 Consent for Letting**

If the Landlord requires the Agent to provide details to a Third-Party company in order to obtain consent to let the Property, an 'administration fee' will apply. This will include any additions or amendments to the Tenancy Agreement, required by the Third Party in order to obtain their consent for the Tenancy to proceed.

### **2.3 Instructions**

It is agreed that any instructions to the Agent from the Landlord regarding any aspect or transaction of the Tenancy, prior and post move in or during the term of the Tenancy can be confirmed to the Agent either in writing, by email or by phone (confirmed by email).

### **2.4 Service Levels and Commissions**

The services detailed in the Lettings Service Options are payable by the Landlord to The Agency following the introduction of a Tenant who enters a Tenancy either directly, indirectly, or through an introduction from an existing Tenant found by the Agent, for as long as the Tenant remains in occupation. If more than one person forms the Landlord, all persons will be joint and severally liable for all the fees, charges and obligations included in these Terms of Business. (Where the Landlord requires the Agent to obtain a copy of the Land Registry Certificate, a £25.00 administration charge will apply (per property).

### **2.5 Landlord ID**

In accordance with the Accommodations Agencies Act 1953 & Money Laundering Regulations 2007, the Landlord is required to provide proof of; identification (a UK passport, Photo Driving Licence or National Identity Card), residence (a utility bill dated within the last three months (can include gas, electric, phone, water, council tax), GP doctors letter dated within the last three months, valid Visa) and ownership (Land Registry Title, completion letter from a solicitor, trust or pension deed or probate letter).

### **2.6 Equality Act 2010**

The Landlord will be required to comply with all aspects of the Equality Act which sets out, amongst other things, offences relating to racial and disability discrimination. The Agent recommends that the Landlord familiarise themselves with the contents of this Act and the obligations it will impose on the

Landlord. Further information can be found at [www.equalityhumanrights.com](http://www.equalityhumanrights.com).

### **2.7 Correct Information**

The Landlord warrants that all the information provided to the Agent is correct to the best of their knowledge and belief. In the event that the Landlord provides the Agent with incorrect information which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all present & future losses suffered.

### **2.8 Change of Contact Details**

It is the Landlord's responsibility to notify the Agent, in writing or by email, of any change to their contact details; including, telephone numbers, postal and email addresses. The Agent cannot be held liable for loss of information where the Landlord has not notified the Agent of any changes to the information being held. Where duplicate information is requested, other than rental statements, it will be subject to an 'administration fee' per batch requested.

### **2.9 Employment of Third Parties**

From time to time, the Agent may employ a Third Party to carry out procedures necessary for the effective letting and/or management or maintenance of the Landlord's Property. The Agent may use letting regulatory body logos on its own marketing material in order to promote its own, or its third-party management departments membership to such regulatory bodies. The Agent will not be held responsible for any loss or damage that the Landlord suffers through the act or any default or negligence of any Third Party which may arise, including but not limited to; any Bank or Building Society, Referencing Agent, Inventory Company, Maintenance Contractor, Gas/Electrical Engineer etc.

The Agent will only instruct Third Parties that are competent and fully qualified to carry out their necessary duties and the Agent requires proof from such party of any specific certification to ensure this.

### **2.10 Commission to the Agent**

The Agent may from time to time, receive remuneration in the way of financial commission or another form, during the Tenancy, for introducing or organising, but not limited to, any of the following: insurance or warranty policies, safety inspections, property repairs, improvements, or refurbishments. This may be dependent on the contractor's or supplier's agreed terms with the Agent. The Landlord agrees that the Agent shall be entitled to retain all these commissions earned.

### **2.11 Property Purchased by Introductions or Third Parties**

In the event that a party introduced by us (or any person or corporate body associated with such party) purchases the premises (either after entering into a Tenancy Agreement or otherwise) then a Commission shall be payable to us on completion of said sale, such Commission to be based on the sale price and calculated in accordance with our standard

Commission rate of 1% Plus Vat ( 1.2% including Vat. of the Property sale price. Where such a sale occurs, the Landlord agrees to sign a separate sales contract. In the event of such a sale the Landlord shall obtain an independent valuation of the premises for the purpose of establishing its market value and if the sale is completed, the cost of such valuation may be deducted from the Commission payable to us.

In the event of a third party (being any person or corporate body) associated with a Tenant or occupant enters into a subsequent Tenancy Agreement without the consent of the Agent, 75% of one month's rent +VAT shall be payable to the Agent at the commencement of the subsequent Tenancy.

### **2.12 Cancellation/Change of Appointment**

The Landlord will be charged £30+VAT for any missed appointment whereby the Agent has attended the Property as instructed to by the Landlord and where the appointment does not go ahead.

Whereby it has been arranged for the Landlord to meet a Third party at the Property and the Landlord does not attend, the Landlord will be subject to the "Third Party charge".

### **2.13 Management takeover**

The Agent can, where instructed, take over the management of any Property previously let by the Landlord, another Agent or organisation, including rent arrears cases. All related documentation and a set of management keys will be required. Please note: each Tenancy is treated individually and judged on its own merits, following which the Agent has the right to decline the management take over.

### **2.14 Legal Disclaimer**

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be

Whereby it has been arranged for the Landlord to meet a Third party at the Property and the Landlord does not attend, the Landlord will be subject to the "Third Party charge".

### **2.15 Reimbursement and Compensation**

The Landlord undertakes to keep the Agent fully and effectively compensated and reimbursed in respect of any claim, demand, liability, cost, expense or prosecution from a Third Party which; may arise due to the failure of the Landlord to comply fully with the terms set out in these Terms of Business, including any subsequent amendments to or replacement Regulations; or may arise due to the failure of the Tenant to comply fully with the terms set out in the Tenancy Agreement; or any other instance that may arise outside of the term of the Tenancy that is out of

the Agents control.

For the avoidance of doubt the Agent reserve the right to have work carried out on the Landlord behalf, and at the Landlord expense, to ensure that the Landlord fulfils the contractual and statutory obligations as the Landlord.

### **2.16 The Property Redress Scheme.**

The Agent is registered under The Property Redress scheme [www.theprs.co.uk](http://www.theprs.co.uk) Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH

### **2.17 Behaviour Towards Staff**

As a duty of care to protect its staff, the Agent cannot tolerate abusive, violent, verbal, or intimidating behaviour towards staff. Should any member of staff feel threatened by a Landlord, Tenant or connected person to the Tenancy, the Agent reserves the right to terminate its services.

### **2.18 General Data Protection Regulations**

In accordance with the General Data Protection Regulation (GDPR), The Agent has implemented a privacy policy to inform you of the types of data we process.

A full copy of the Agents privacy policy can be obtained on request or at the following link.

<https://www.ajrproperty.com/wp-content/uploads/2021/10/privacy-policy.pdf>

### **2.19 Force Majeure**

Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under these Terms of Business (other than obligations to make payment), those obligations may be suspended for the duration of the Force Majeure event. Where the Agent becomes aware of a Force Majeure event which gives rise to or which is likely to give rise to, any failure or delay in performing its obligations under these Terms of Business, will forthwith notify the Landlord & Tenant; and inform them of the period for which it is estimated that such failure or delay will continue.

### **2.20 VAT**

All fees and charges are quoted net of VAT, therefore are subject to the present rate of VAT. Our VAT registration number is 873 0399 06

### **3. LETTING SERVICE**

#### **3.1 Market Appraisal**

Upon the Landlord request, the Agent will provide a market appraisal to a Landlord intending to let their property. Any figure provided, either as a recommended marketing rent or as a possible acceptable contract rent, will be given in good faith, reflecting current market conditions, perceived needs, and circumstances of the Landlord. Any figure provided, will where possible, be supported by indicators in the marketplace, such as comparable evidence.

#### **3.2 Property Viewings**

The Agent will conduct viewings of the Property in order to find a suitable Tenant. The Agent or an Agent representative will accompany applicant viewings unless alternative arrangements are made with the Landlord or occupying Tenant. The Agent will provide the Landlord with noteworthy feedback from viewings within a reasonable time or upon request.

The Agent will exercise due diligence to ensure that the Property is left secure after any visit to the Property (or at least as secure as it was prior to the visit).

#### **3.3 Advertising**

The Agent will advertise the Property using one or more of the following methods (unless specifically requested otherwise); property portals, local newspapers, window displays, leaflet canvassing, third party facilities.

(This list is not exhaustive, and the Landlord should request further information on other means of property advertising).

#### **3.4 Offers**

The Agent will inform the Landlord as soon as is reasonably practicable, of formal offers received on the Property up to the point where a Tenancy Agreement is signed (unless the Landlord request otherwise, or unless the offer is of an amount or type that the Landlord has indicated previously is unacceptable). The Agent will negotiate Tenancy terms and special conditions between the Landlord and perspective Tenant, on the Landlord behalf and will seek the Landlord approval before entering into a contract with the perspective Tenant.

Once an offer has been accepted by the Landlord, the Property will be advertised as Let By "STC" unless otherwise requested by the Landlord.

The Landlord agrees to remove the property from the market and cease all forms of marketing. A failure to do so will incur a fee paid to the agent equivalent of one month's rent.

### **4. THE PROPERTY**

#### **4.1 Property Misdescription**

The Agent may use its own company website, as well as Online Property Portals and the Landlord is

responsible for checking the description of the advertised Property and notifying the Agent of any inaccuracies.

#### **4.2 Property Criteria**

The Agent strongly recommends that all properties are presented in a clean condition at the commencement of any Tenancy. The windows should be cleaned inside and out, any necessary redecoration should be carried out and, if needed, the carpets should be professionally cleaned and the garden well-tended. The Landlord are responsible for ensuring any appliances included in the Tenancy are in full working order with operating instructions shown on the appliance or a booklet supplied. (Such appliances include but are not limited to; ovens, microwaves, boilers etc).

#### **4.3 Energy Performance Certificate (EPC)**

Under the Energy Performance of Buildings (Certificates and Inspections) (England & Wales) Order 2007 (updated 2012) from 1 October 2008 it is a legal requirement to provide any prospective applicant for a tenancy of the Property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector. Failure to supply one is a criminal offence punishable by a fine.

If you already have an EPC, you should supply the Agent with a copy. The Agent can arrange this service at the Landlord's request, see Letting Service Options for full details of related costs.

If the Tenant does not have a current EPC then any section 21(form 6A) is invalid. A new section 21 must be serviced after the Tenant has received a current EPC. If the Agent does not manage the Property, we take no responsibility for service of an EPC. We have no liability for any loss suffered.

By agreeing this contract that Landlord acknowledges that their property meets the Minimum Energy Efficient Standards (MEES). For further information visit [www.gov.co.uk](http://www.gov.co.uk).

#### **4.4 Green Deal**

The Landlord should provide us with full details upon signing these Terms of Business if the Property is subject to a Green Deal Loan. These details will then be made available to any perspective Tenant prior to a Tenancy commencing.

Legislation requires that the Landlord should obtain consent from the Tenant prior to signing up to a Green Deal Loan. The Landlord should inform the Agent if the Landlord is considering signing a Green Deal plan if there is already a Tenancy in place.

#### **4.5 Cleaning**

The Agent may notify the Landlord should the Property require further cleaning prior to the commencement of any Tenancy. The Agent can arrange cleaning on the Landlord behalf and will do so if the necessary cleaning has not taken place 72 hours prior to the commencement of a new Tenancy. In the event the Agent does not receive communication from the

Landlord the Agent reserves the right to act as an Agent of necessity to secure the landlords primary intention and to mitigate any delays or losses.

#### **4.6 Keys**

One full set of keys should be supplied for each Tenant moving into the Property as well as one set of keys for the Agent to be held during the term of the Tenancy. The Landlord should ensure that any, but not limited to; window, patio door, loft, communal areas, outbuildings or garage lock keys or electronic fobs are provided to the Agent. All sets of keys should be provided to the Agent at least 48 hours prior to the Tenancy commencing. The Agents secure key tagging and logging system ensures that Third parties cannot identify which Property a set of keys belongs to and allows the Agent to keep track of their movement. In the event of keys being lost or unaccounted for, The Agent's liability is limited only to the cost of cutting replacement keys. The Landlord should also ensure they retain a copy of all keys provided to the Agent.

If full sets of keys are not supplied 48 hours before the Tenancy start date, the Agent will arrange for them to be cut. The cost of cutting each individual key and an 'administration Fee' of £15 +VAT will apply.

#### **4.7 Mail**

The Landlord should ensure that were required, a mail re-direction service is put in place via the Post Office, prior to the start of the tenancy and/or in between tenancies. The Agent cannot be held responsible for any missing or damaged mail, nor for any consequences as a result. Regarding mail, Landlord should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; and should arrange the re-direction of their mail.

#### **4.8 Council Tax**

Payment of Council tax will normally be the responsibility of the Tenant in the Property. However, Landlord should be aware that where a property is empty, let as holiday accommodation, or let as a house in multiple occupation (HMO), responsibility for payment of council tax remains that of the Landlord.

#### **4.9 Utility Services**

The Agent is unable to accept responsibility for any utility services contract taken out by either the Landlord or Tenant.

Only in the event that the Agent is instructed to have an Inventory & Schedule of Condition carried out, the Agent/Inventory Clerk will endeavour to take meter readings at each change of Tenant. However, it remains the responsibility of the incoming Tenant to inform the service companies (electricity, gas and water) of these readings and of any change of occupation.

When provided with the service company contact details (name and telephone number), the Agent will endeavour to notify the service companies when a new Tenancy commences and ends, however, this does not imply a guarantee that the service will be transferred to the Tenant's name and the Agent

accepts no responsibility should services not be transferred to the Tenant's name.

The Tenant may choose and are entitled to, change the service provider and type of meter for gas and electricity during the period of their Tenancy. The Agent insist that Tenant's inform the Agent or Landlord when service providers or meters are changed.

#### **4.10 Telecommunications/Television**

The Agent is unable to accept responsibility for a contract with any telecommunications company or phone/satellite/internet connection taken by either the Landlord or the Tenant.

#### **4.11 Water Systems**

The Agent cannot be held liable for any loss or damage to water systems at the Property as a result of frost and/or cold weather. The Landlord should therefore ensure that such risks are covered by insurance and that adequate arrangements are made to protect water systems from such damage.

#### **4.12 Parking Permits**

It is the responsibility of the Landlord to provide parking permits prior to the start of the tenancy, including any extension of the tenancy where applicable.

#### **4.13 Waiting at Properties**

If the Agent manages the Property, the Agent will endeavour to arrange a mutually convenient time for the Tenant and Contractors to meet at the Property and undertake work on the Landlord behalf. If this is not possible, the Agent may be able to arrange to meet the contractor at the Property, however, an 'hourly rate' will apply in addition to the charges made by the Contractor. The Agent is unable to meet a Contractor if the Agent does not manage the Property.

### **5. STANDARD PROCEDURES**

#### **5.1 Duty of Care**

Section 2 of the Occupiers' Liability Act 1957 provides that the occupier of a Property has a duty of care to all visitors who come onto their premises. This applies to Landlord as the 'occupier' prior to the Tenancy commencing, where contractors are visiting the Property to carry out a service on behalf of the Landlord or the Agent. The Landlord has a duty to warn the Agent or any contractor of any potential hazards in or around the Property that should be avoided.

#### **5.2 References**

The Agent reserves the right to use a credit referencing company to obtain references on potential Tenant's and Guarantors. The Landlord reliance on the reference report is entirely at the Landlord own risk. References are only accurate on the day they are taken and the Agent accepts no liability for changes in the Tenants circumstances (affecting their profile including credit rating) after the date in which the necessary checks are carried out. The Landlord is entitled to view this reference report upon request.



### **5.3 Housing Benefit**

The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the Local Authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the Tenant as rent. This undertaking shall remain in force during the term of the Tenancy and up to 6 years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

### **5.4 Tenancy Agreements**

The standard term of the Agents Tenancy Agreement is 12 months, after which time a Statutory Periodic Tenancy will become effective, unless both the Landlord and the Tenant agree to renew the Tenancy agreement for a further fixed period.

If the Applicant is an individual and the agreed rent is £100,000 per year or less, the Agent will use a Tenancy Agreement in line with the type of Tenancy required. The Tenancy Agreement will not include a 'Break Clause' unless specifically requested by the Landlord or Tenant and mutually agreed by both parties, (Landlords are required to put this request in writing or by email). The Tenant are under no obligation to retain possession of the Property at the end of the initial Agreement and are not required to provide notice if they wish to surrender possession on the expiry date.

As per the Landlord and Tenant Act 1987, the Agent is required to provide the Landlord full name and address in all rent demands. If the Landlord address is outside England or Wales, then the Landlord is required to provide the Agent with an address within England or Wales to be displayed on all rent demands.

'Special Clauses' can be added to the Tenancy Agreement, which should be made in writing or by email. Special clauses could include those required by a Mortgage Company, Freeholder or Insurer, or could relate to the Landlord/Tenants requirements such as the allowance of pets or smoking at the Property. All special clauses must be agreed by all parties prior to signing the agreement, which will then be added to the Tenancy Agreement under 'Special Clauses'.

Sample copies of the Tenancy Agreement are available for the Landlord to review, prior to commencement of the Tenancy and upon request.

### **5.5 Statements**

All monthly statements and invoices will be sent by e-mail only. Duplicate hard copies or annual statements of account can be supplied subject to an 'administration fee'.

### **5.6 Rental Payments**

The Agent will endeavour to arrange a Standing Order for all future rent payments to be made directly to the Agent, or to the Landlord if the Agent are appointed for a Let Only Service.

Monies, less any fees and expenses incurred, will be transferred to the Landlord nominated bank/building

society account within 3-10 working days of receipt of cleared funds. Unforeseen circumstance and public holidays may disrupt this process, although we always endeavour to keep to this time scale. No part-payments of Rent will be made (unless otherwise agreed between the Agent and the Landlord).

Where by the Agent is appointed to receive rent on the Landlord behalf, the Agent will at all times, hold clients' money in a designated client account, held in a financial institution authorised under the Financial Services and Markets Act 2000.

The Agent cannot be held responsible if the Tenant fail to pay their contractual rent. The Agent will however, take such action on the Landlord behalf and as is appropriate to recover rent arrears if the Agent is instructed to receive rent on the Landlord behalf. If serving the appropriate notice does not have the desired effect, the Agent will advise the Landlord how to instruct solicitors to take further action or to begin a Rent Warrant Claim where applicable. The Landlord will be liable for any legal charges incurred during this process that are not covered under a rent warranty policy.

The Agent cannot be held responsible for any bank, mortgage provider, or other financial provider charges resulting from late or non-payment of rent by a Tenant.

### **5.7 Advance Rent**

If more than 1 Months' rent is paid in advance by the Tenant, the Agent will hold this money on the Tenant's behalf until the rent becomes due in line with the Tenancy Agreement/Rental period. The Tenant withholds the right to receive back, any advanced rent paid that has not become due. If the Agent is appointed for a Let Only Service, the advanced rent will be paid to the Landlord; however the Tenant reserves the same right to receive this advanced rent back if it has not become due. (On both occasions this will be less our agreed commission and any other fees or charges).

### **5.8 Payment of Other Outgoings**

The Agent will, if instructed, discharge other liabilities (e.g. ground rent or service charges) from the rental income providing the Agent is holding sufficient funds. An administration fee will apply to arrange these payments. It is the Landlord responsibility to instruct these service providers to contact the Agent directly. The Agent is unable to act on the Landlord behalf in connection with any dispute arising from such payments and accept no responsibility in event of such a dispute.

### **5.9 Payment of Fee**

Initial letting and administration fees will be deducted from the first months' rent collected from the Tenant at the commencement of the Tenancy. In the event that any initial letting, administration or other fees' payable, amount to more than the first months' rent, the balance must be paid prior to the commencement of the Tenancy. The Tenancy Agreement and deposit will be retained until any outstanding fees are paid to the Agent.

### **5.10 Late Payment of Charges**

Any outstanding balances or payments not received from the Landlord within 30 days of our invoice, will be subject to interest and will incur daily interest charges at the rate of 4% above the base rate set by a clearing bank.

### **5.11 Rent Arrears & Legal Proceedings**

Any delays of payment or other defaults will be acted on by the Agent in the first instance. Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the Tenancy Agreement, the Landlord will be advised accordingly. A solicitor may then be appointed and instructed by the Landlord or the Agent (except where the Agent is unable, after taking reasonable efforts, to contact the Landlord). In such event the Agent is authorised to instruct a solicitor on the Landlord's behalf). The Landlord is responsible for payment of all legal & administration fees and any related costs. In the event of legal proceedings, an 'hourly rate' will be charged to the Landlord, capped at a maximum of £150 per court case that the Agent attends.

### **5.12 Money Laundering Regulation 2007**

The Agent maintains proportionate and effective systems and controls for countering the risk of money laundering as per the Money Laundering regulations 2007. When requested, the Landlord is required to provide the Agent with any additional information in order to satisfy money laundering regulations (please refer to clause 2.5 Landlord ID).

### **5.13 Interest on Clients Monies**

Any interest incurred on clients' monies, which the Agent holds, will be retained by the Agent to contribute towards bank and administration charges.

### **5.14 Withdrawal from Agreement**

The Landlord may withdraw from this Agreement at any time before a formal offer is made to an Applicant provided the Agent receives written notification. If a formal offer has been made to an Applicant when the Agent receives the Landlord notification, it will not be possible to withdraw if the Tenancy Agreement has been signed. Where a formal offer has been accepted but the Tenancy Agreement has not been signed but an Applicant has proceeded with references, the Landlord will be liable to reimburse the Agents costs of £500 for Administration & Referencing charges.

### **5.15 Termination of Management**

Either Party has the right to terminate this Agreement in writing: upon the Tenant's vacation or if either party breaks any term or condition of this Agreement during a Tenancy where the breach is not remedied within 30 days of written notice and monetary compensation is wholly inadequate.

The Landlord may withdraw instructions from the Agent to manage the Property with 3 months written notice. In the event that the Tenant remains in possession of the Property, charges will be payable as if the Agent were instructed on a Let Only basis where a fee of 75% of one month's rent +VAT is payable.

Where this contractual agreement is terminated and the property is still occupied by the tenant, we will notify the tenant of these change in circumstances, including where it is proposed the deposit will be held. In such circumstances, the written authority of the tenants to release their deposit to a third part must be obtained. Where you elect to register this deposit yourself, we will require proof of registration in one of the approved schemes only.

The Agent may terminate the Agreement immediately if the Landlord breaches any of the Terms contained in this Agreement, which are not remedied within 30 days of written notice or in the event that the Landlord does or does not do something which makes it impossible, impractical or illegal to continue providing services to the Landlord. In all other circumstances the Agent will give the Landlord three months' written notice before terminating this Agreement.

### **5.16 Assignment of Agreement**

The Agent reserves the right to assign our rights and/or obligations under this Agreement upon giving the Landlord 3 months' written notice (where possible). The Agent will endeavour to provide all history and documentation of the Landlord, Property and Tenancy to the assignee.

### **5.17 Changes to these Terms of Business**

The Agent may alter or amend these Terms of Business at any time without notice. They will be binding on all clients at the time of notification except for services where by the Agent collects rent on behalf of the Landlord where the alterations will be binding at the end of the Tenancy that is currently running unless the amendments are due to statutory changes in which case they will take effect immediately on notification. The Agent will not accept any alterations to these Terms of Business unless agreed in writing prior to the commencement of the Tenancy and signed by a manager, a copy of which to be annexed to these Terms of Business.

### **5.18 Customer Complaints Procedure**

To ensure that the Landlord interests are safeguarded, the Agent has a complaints process in place with the aim to resolve any issues or concerns as quickly as possible. The procedure allows the facility to report any such complaints, from branch level through to the Property Redress Scheme, although in the majority of cases the Agent hopes that matters such as these are resolved at branch level without the need for further escalation. For a copy of the complaint's procedure, please speak to the Agent.

## **6. RENT WARRANTY**

### **6.1 Rent Warranty**

The Agent can provide standalone rent protection warranty to help protect against a tenant defaulting on the rent payment. The warranty is subject to limitations, terms and conditions and exclusions. The full terms and conditions are available separately on request.

## **6.2 Insurance Claims**

The Agent can handle insurance claims as required. An 'hourly rate' will apply for this service. This is on the basis that the Landlord has given the Landlord insurance company authorisation to speak to the Agent.

## **7. LANDLORD OBLIGATIONS**

### **7.1 Maintenance of the Property**

In accordance with Section 11 of the Landlord and Tenant Act 1985, Landlord are required to keep in good repair: The Property structure and exterior; installations for supply of gas, electricity and water; appliances for supply of space heating and water heating; sanitary appliances.

The Act states that all repairs should be carried out within a reasonable time of the Landlord being given notice of the need for repair. By agreeing our terms of business for full management service, the Landlord gives the Agent the authority to instruct contractors to carry out minor repairs/routine works up to a value of £350 +VAT without the Landlord prior consent. The Agent will carry out such works in a timely manner and act to protect the Landlord interests by attempting to obtain prior approval from the Landlord.

If repairs or routine works are likely to exceed £350 +VAT the Agent will, except in situations the Agent has to act as an Agent if necessity, will endeavour to contact the Landlord to obtain the Landlord authorisation to incur that expense. In the event the Agent does not receive contrary instructions from the Landlord in writing within 7 days, the Agent will proceed with the Landlord authority to act as the Agent deem appropriate. The Agent will also request payment in advance where works exceed the value of rent less charges as the Agent is unable to overdraw against the Landlord account.

If the Agent does not hold sufficient funds to arrange repairs or maintenance, the Agent will not be liable for any loss or damage suffered from being unable to arrange repairs. The Agent will not arrange for repairs or routine works if the Agent does not manage the Property.

Should repairs or improvements be carried out at the Property, the Landlord should arrange to personally inspect, or appoint a representative to personally inspect them on the Landlord behalf. The agent does not accept reasonability if the repairs fall short of landlords aesthetic expectations but are deemed fit for purpose for the tenancy,

The Agent may charge a commission on maintenance works undertaken by Third Parties, where coordinated by the Agent.

### **7.2 Emergency Maintenance**

In the event of emergency maintenance being required at the Property, the Tenant is permitted (only outside of normal office hours) to organise emergency works should they be required. The Tenant is permitted only, however, to isolate the issue and not to complete any

additional works without the consent of the Landlord. Works organised which are not defined as an emergency, or which are deemed to be result of misuse or the fault of the Tenant will not be covered by the Landlord and the Tenant will be required to cover the cost of the contractors visit. Emergency maintenance will be defined in the Tenancy Agreement.

In the event Tenant is left without heating at the Property, temporary heaters can be supplied by the Agent at a charge of 20 + VAT per heater, per week (the Agent cannot be held responsible for any equipment supplied) in addition to an 'hourly rate' charge for collection and delivery (capped at 1 hour).

### **7.3 Major Repairs & Refurbishment**

The Agent can arrange quotes for major redecoration, repairs or improvements. The Agent will organise the work with the Landlord approval and will also check that the work has been carried out to a satisfactory standard, however, the Agent is not a qualified surveyor and cannot guarantee the quality of the work beyond a visual inspection. The Agent will also pay the contractor directly from the Landlord rent account if the funds are available. If not, an agreement needs to be made between the Landlord and the contractor. prior to the works taking place. A charge as set out in the schedule of fees will apply for this service, plus the cost of the contractor for carrying out the works.

### **7.4 Insurance**

Landlords must ensure that any building and contents insurance cover is adequate for Renting the Property and where applicable that the policy covers furnished lettings. Please note: standard household policies usually do not cover lettings. The Agent cannot be held liable for any repercussions arising as a result of failure to observe the above.

The Agent can introduce insurance providers that can provide cover for both Tenants and Landlords. (Please ask for further information).

### **7.5 Tenancy Deposit Protection**

The provisions of the Housing Act 2004 make it a legal requirement that all deposits, paid under an AST since April 6, 2007, have to be registered with a government approved scheme within 30 calendar days of receipt. The necessary prescribed information will be provided to the Tenant with the Tenancy Agreement at the time the Agreement is signed.

The Agent will collect the Tenant's deposit with the first months' rent on or before the Tenancy start date. For all services detailed in the Lettings Service Options, the deposit will be held and registered in an approved scheme where required and/or requested by the Landlord. A charge of £60 Including Vat will apply for this service.

Depending on the level of service, the Landlord may register the security deposit in their own desired scheme. If this is the case, the Agent may withhold the security deposit until the Landlord has provided the Agent with the deposit scheme name and a valid

security deposit registration number. Once paid to the Landlord, they will be responsible to ensure the Tenant has received the correct prescribed information and deposit scheme leaflet, following the registration of the security deposit. The Agent is unable to become involved in any deposit disputes where the Agent does not manage the Property.

Where by the Agent has registered the Tenant's deposit on the Landlord behalf, there will be a fee of £60 to renew the deposit regardless of the level of service. It remains the Landlord responsibility to ensure the Tenant's deposit is renewed accordingly or its status changed to periodic.

Where the Agent is instructed under a Let Only service, to register and hold the Tenant's deposit with the DPS (or alternative Tenant deposit scheme) on the Landlords behalf, the Agent will not automatically re-serve prescribed information in the event that the contract becomes a statutory periodic Tenancy. The Landlord will need to instruct the Agent accordingly should a periodic Tenancy or Tenancy Renewal take place commence. Failure to serve prescribed information to the Tenant in this instance, may result in the withdrawal of the ability to serve a section 21 notice. The Landlord could also be liable for a fine of up to three times the value of the deposit.

By agreeing these terms of business, the landlord will indemnify the Agent for any losses suffered due to the Landlord failure to protect the deposit and serve prescribed information at the renewal of the Tenancy Agreement or should the contract become a statutory periodic Tenancy and whereby the Agent was not adequately informed.

#### **7.6 The Deposit Protection Service (DPS)**

The Agent are members of The Deposit Protection Service (DPS) which provides an independent and impartial method of resolving any differences between the Agent, Landlord and Tenant at the end of a Tenancy. At the end of a Tenancy, the Agent will endeavour to assist the Landlord and Tenant and attempt to agree the basis for repayment of the deposit, only where the Agent was requested to register the deposit on the Landlord behalf.

Whereby the Landlord requests the Agent to register the deposit, the Agent will at all times, hold the full deposit amount in a designated, ring- fenced, trust deposit account, held in a financial institution authorised under the Financial Services and Markets Act 2000. If there is a dispute, The Dispute Service provides for the case to be dealt with by an Independent Case Examiner. The Examiner is an impartial, qualified expert who will make a decision and therefore avoid the need for potentially protracted court action.

Should the Agent become involved in any negotiations other than a straightforward refund to either party, there will be an additional charge of £150. This charge will be created on submission of the claim and payable to the Agent whether or not resolved through the DPS. At their sole discretion the Agent can defer

receiving payment until the outcome of the Case Examiner. Note: the Agent is unable to become involved in any deposit disputes where the Agent does not manage the Property.

#### **7.7 Leasehold**

Where applicable, the Landlord should provide a copy of the head lease agreement to the Agent, so that a copy can be provided to the tenant at the start of the tenancy so that they can comply fully with any requirements that are applicable. Failure to provide the Agent with a copy of this document, may result in the Landlord being unable to make a claim for any breach of the head lease agreement.

#### **7.8 Vacant Periods**

If the Landlord insurer has specified requirements regarding the Property during vacant periods, the Landlord should notify the Agent/ Tenant, prior to the commencement of the Tenancy so that relevant clauses are made part of the Tenancy Agreement.

It is the Landlords responsibility to inform any insurers when the property is vacant or between tenancies. The Agent cannot be held responsible for any policies invalidated due to this reason.

Our services do not include supervision of the Landlord Property when it is vacant (e.g. waiting to be let). On receipt of the Landlord instruction, the Agent can arrange scheduled visits (quantity of visits and time frame should be decided by the Landlord) during our office opening hours. There will be a charge of £30 +VAT per visit. It should be noted, that such inspection can only extend to obvious visual defects and the Agent cannot accept responsibility of any latent or hidden defects. The security of the Property is entirely the responsibility of the Landlord, and the Agent accepts no responsibility.

#### **7.9 Taxation**

The Landlord may be liable for tax on rental income and the Landlord should inform HMRC that the Property is let. From time-to-time HMRC will demand the Agent supplies them with information relating to the income received on the landlord's behalf. The Agent reserves the right to charge an administration fee of £35 per property to collect and supply this information to HMRC. The landlord can request to see the information supplied by the Agent.

#### **7.10 Non-Resident Landlord (NRL)**

HMRC has rules regarding the collection of tax on rental income if the Landlord is resident overseas for a period of more than 6 months in any tax year. If the Landlord falls into this category, it is the responsibility of the Landlord to obtain a tax approval number and provide it to the Agent. Where the property is jointly owned, each owner of the property must provide their own unique approval number. The Agent are legally obliged to deduct tax from the Landlord rental income at the prevailing rate in the absence of a tax approval number. In the event that the Landlord are not accepted into the Non Resident Landlord Scheme, or the Agent do not receive written notice of the Landlord acceptance, the Agent shall make an annual charge of

£50 +VAT per Property for forwarding monies to HMRC and for processing an NRL return. The Agent accepts no liabilities for Landlord's tax returns. For more information, please contact [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

### **7.11 Tax Returns**

The Agent does not accept liability for preparing/providing reports for tax returns. See 'Change of Contact Details' for fees relating to duplicate information provided by the Agent.

### **7.12 Flood and Water Management Act 2010**

This Act places the liability of the final payment of the water account on the Landlord, if the Tenant's forwarding address is not provided and requires that the Landlord should endeavour to obtain a forwarding address from the Tenant to give to the water company at the end of the Tenancy. If the Agent is managing the Property, the Agent will endeavour to obtain the Tenant's forwarding address to pass to the relevant water company, however the Agent cannot be held liable if the Agent does not manage the Property; or the Tenant does not provide a forwarding address; or gives an address that is not deemed acceptable by the water company.

### **7.13 Safety Regulations**

The following information is intended only as a guide for Landlord and should in no way constitute a detailed interpretation of the complete Regulations. Further information can be found in the Agents 'Landlord Pack'.

Whilst the Regulations might appear onerous, they are designed to ensure the safety of the Property and Tenant. Landlord should note that the maximum penalty for non-compliance with these Regulations is a fine of £5,000 or up to 6 months imprisonment.

The Agent holds full details about all Regulations and Landlord, if in doubt, are advised to seek further guidance from the Agent. Failure to comply with these Regulations may constitute a criminal offence under the Consumer Protection Act 1987.

Landlord are responsible for ensuring all Regulations that are required by law are met in full, including but not limited to the following;

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

Landlord are required to arrange an inspection, carried out by a 'Gas Safe' registered gas engineer, to check all gas installations such as pipe work and boilers. A Gas Safety Certificate must be held by the Agent and given to each Tenant at the commencement of the Tenancy and during each Gas Safety Certificate renewal. This Certificate must be renewed annually.

### **7.15 Furniture and Furnishings (Fire) (Safety) Regulations 1988 (Amended 1989, 1993, 1996 & 2010)**

All furniture and furnishings included in the Tenancy must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (Amended 1989 and 1993). Compliant furniture will always carry the correct label

indicating that it is legal. Any non-compliant furniture/furnishings should be removed from the Property prior to the commencement of a Tenancy.

Landlords cannot 'gift' or sale any furniture or furnishings to the tenant that do not comply with the above regulations, as this will be considered as a supply of goods and deemed a criminal offence to do so.

Landlords must not store furniture or furnishings that do not comply with the above legislation in any but not limited to; outbuildings, lofts or garages attached to the property.

### **7.16 The Electrical Equipment (Safety Regulations) 2020**

The electrical installation at the Property and any electrical appliance, plugs and sockets, must be safe, regularly checked and work must only be carried out by a qualified electrical engineer.

In order to effectively check an electrical appliance is safe, it is recommended that a PAT (Portable Appliance Test) is carried out prior to the commencement of a Tenancy. The Agent can organise a PAT for the Property prior to the commencement of the Tenancy, see letting service options for full details of fees.

As a Landlord you are also required to ensure that the electrical fixed wiring is safe for use within your rental property - failure to comply with the Electrical Equipment (Safety Regulations) 2020 and the Consumer Protection Act 1987 is a criminal offence. In order to comply with these regulations, it is legal requirement that an NICEIC (National Inspection Council for Electrical Installation Contracting) test is carried out at the property. A NICEIC test can last up to 5 years, although it is prudent to have all fixed wiring tested more regularly. By agreeing these Terms of Business, the Landlord acknowledges that the Agent have informed them of their statutory duty, therefore agree that they have no claim against the Agent or any of its employees or associates arising from any subsequent breach on their part of the Electrical Equipment (Safety Regulation) 2020 and the Consumer Protection Act 1987.

### **7.17 Health and Safety**

Landlord should be aware of the Health and Safety implications when letting their property. The Agent is not qualified to offer any official advice concerning Health and Safety Regulations with regard to letting properties. In general, the Landlord is responsible for, but not limited to; the exterior and fabric of the building, installation of services, including gas/water/electricity, personal hygiene, sanitation and drainage, supplying the use of water, gas, electricity, food safety, ventilation, space heating and hot water. For further information on your obligations and responsibilities, visit [www.gov.uk/HHSRS](http://www.gov.uk/HHSRS)

The Landlord should enquire with their Local Authority in order to obtain full details of the HHSRS (Housing Health and Safety Rating System) operated by the

Council.

### **7.18 Legionella and Landlords Responsibilities**

Landlords are responsible for ensuring the risk of legionella disease in the Property is properly controlled.

The Landlord has a duty to assess risk from exposure to the tenants and where a risk is identified, take appropriate steps to remove or minimize the risks. This assessment can be carried out by a third party however is ultimately the landlord's responsibility. The Health and Safety Executive (HSE) can impose fines/imprisonment to Landlords that do not comply with these requirements. More information can be found at <http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

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

All rented properties where a tenancy started on or after the 1st October 2015 must comply with Smoke and Carbon Monoxide alarm (England) regulation 2015 amended 2022. In addition, all tenancies that started on or after the 1st October 2022 are required to be tested on the day the tenancy starts

A working Smoke alarm must be fitted on every floor/storey that is classed as living accommodation, this includes bathrooms and toilets.

A working Carbon Monoxide alarm must be fitted in any room with a fixed combustible appliance other than a gas cooker, plus any room with a solid fuel burner. Solid fuel means wood or coal & open fires. However, it is strongly recommended that landlords fit Carbon Monoxide alarms in their properties regardless of the type of heating. There are now suggestions that simply 'pressing the test button' is not sufficient but the actual sensor must be tested using a chemical spray such as 'Detector Gas'.

It is unclear whether these regulations apply to basements or lofts, so it would be best practise to install them in these rooms as a precautionary measure.

A landlord can decide whether they are battery powered or hard-wired alarms, however the latter is recommended as it minimises the risks of batteries not being replaced by tenants.

If the landlord fails to comply with legislation regarding this then a penalty charge of up to £5,000 can be issued.

For further information regarding this then please visit: <https://www.gov.uk/>

Houses in Multiple Occupation (HMO) – Housing Act 2004 A house in multiple occupation is a property rented out by at least 3 people who are not from 1 'household' (eg a family) but share facilities like the bathroom and kitchen. It's sometimes called a 'house share'. You must have a license if you're renting out a large HMO. Your property is defined as a large HMO if all of the following apply:

it's rented to 5 or more people who form more than 1 household it's at least 3 storeys high tenants share toilet, bathroom or kitchen facilities.

Even if your property is smaller and rented to fewer people, you may still need a license depending on the area. Check with your council.

A License is valid for a maximum of 5 years and must be renewed before expiry.

If your property is classified as a HMO, then it will be your responsibility as the landlord to provide a copy of the relevant license to your agent.

### **7.20 Right to rent**

The immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. We will check this information on your behalf at the start of the tenancy but if we do not manage the Property it will be the responsibility of the Landlord to ensure that the work permit or visa are renewed and checks carried out prior to the due date. It will also be the legal responsibility of the Landlord to check any new person forming the Tenant or any additional occupier over the age of eighteen years. Failure to do so could result in a penalty. We have no liability if the Landlord fails to do so.

### **7.21 Internal Blinds**

Regulations now apply to the installations for raising and lowering blinds; and the movement of curtains across windows. This means that new blinds and curtains being installed will have fixed cords or ball bearing pulls to prevent any danger of asphyxiation to a young child, and a warning notice with the purchasing material. Existing blinds and windows may need to be fitted with safety features to ensure compliance.

It is the Landlord's responsibility to make such checks and arrange the fitting of any necessary safety feature. We accept no liability if such precautions are not carried out.

### **7.22 Domestic Appliances**

The Landlord will be responsible for maintaining/replacing domestic appliances during the course of a Tenancy should they be included within the Tenancy Agreement. Any appliance that the Landlord does not wish to be responsible for, should be removed from the Property prior to the commencement of a Tenancy. It is forbidden to grant the tenants any appliances the Landlord does not wish to be responsible for. The landlord is also responsible for providing any instruction or operating manuals for all appliances and equipment at the start of each new tenancy and where new appliances or equipment is installed throughout the tenancy including extension tenancies.

If an appliance becomes unrepairable during the Tenancy, the Agent will, with the Landlord approval, be

happy to select and purchase a replacement. The Agent will endeavour to ensure that the best deal is obtained on behalf of the Landlord. An 'administration fee' will apply in addition to the cost of any appliances purchased. All fees and costs will be deducted from the monthly rent collected. If fees and costs are likely to exceed the value of the monthly rent, the Landlord will be required to make payment prior to the appliances being ordered.

## **8. PROPERTY INSPECTIONS**

### **8.1 Inventory & Schedule of Condition**

The Agent can provide an Inventory & Schedule of Condition for every new Tenancy the Agent arranges, by using an independent company of the Agents choice. It should be noted that such inspection can only extend to visual conditions and defects and the Agent cannot accept responsibility of any latent or hidden defects. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for the Landlord information should they wish to address it

The Agent can arrange this service at the Landlords request, see Letting Service Options for full details of related costs.

Please make note that an Inventory Clerk cannot undertake the following duties, as well as carry out the inspection of certain areas, including; inspect loft areas and cellars (unless accessible via stairway or appropriate ladder and adequately lit), will not lift heavy items of furniture (including appliances, beds & sofas) unless easily moved on castors, will not read meters above head height (unless step ladders are provided) will not read meters in cellars (unless accessible via stairway and adequately lit and where not required to climb over refuse), will not enter a Property with a dog or other animals (unless Landlord/Tenant is present and the clerk deems it safe to do so), will not test electrical or gas appliances. There are other various disclaimers contained within the Inventory document, which further information can be provided on request.

### **8.2 Check In**

On the day the Tenancy commences, the Agent can arrange for a Check In inspection to be carried out. An Inventory Clerk will attend the Property with the Tenant on the Tenancy start date and review the Schedule of Condition together. The Tenant will then sign the Check In Report to state they agree with its contents. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however, in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for the Landlord information should they wish to address it. This additional service will further reduce the risk of any dispute arising in the respect of the release of the security deposit. A fee of £60 will apply.

### **8.3 Check Out**

At the End of the Tenancy, the Agent will arrange for a Check Out Inspection to be carried out (in the presence of the Tenant where possible). A Check Out Inspection will only be arranged if the Landlord requested an Inventory & Schedule of Condition to be carried out at the commencement of the Tenancy. The Check Out Report will be used during the negotiation of any proposed deductions to apply to the Tenant's deposit. Where the Agent is instructed for a Let Only Service, the Landlord should notify the Agent 1 month prior to the Tenancy end date in order for a Check Out Inspection to be carried out. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for the Landlord information should they wish to address it.

### **8.4 Periodic Inspection**

At the Landlord request, the Agent will endeavour to organise a periodic inspection of the Property to ensure the Tenant is acting in a 'Tenant like manner', as well as check for potential maintenance issues that could be detrimental to the properties structure. It should be noted that such inspection can only extend to visual conditions and defects and the Agent cannot accept responsibility of any latent or hidden defects. The Inventory Clerk will endeavour to test smoke alarms at the Property, this however, in no way implies a guarantee that the smoke alarm is working immediately after the test and is purely for the Landlord information should they wish to address it. Depending on the level of service selected by the landlord A fee of £60 will apply for each Inspection that is carried out.

## **9. END OF TENANCY**

### **9.1 Renewal of Tenancy Agreement for Managed Clients**

The Agent will contact the Landlord prior to the end of any Fixed Term Agreement, to confirm if the Tenancy will be renewed. If the Tenant remains in occupation of the Property and the Tenancy agreement is not renewed it will become a Statutory Periodic Tenancy.

If the Landlord wishes to enter into a new Fixed Term Agreement or wishes to terminate the Tenancy at the end of the Fixed Term, the Landlord will need to confirm the instruction to us in writing, leaving ample time for Notice to be served to the Tenant (Note: As a Landlord, you are required to give a minimum of 2 months' notice.

Where, with the consent of the Landlord, the Tenancy is renewed or extended to the same Tenant (or any person associated with the Tenant) originally introduced by the Agent, a fee equal to £180 will apply. This fee will be due following the acceptance of all parties' intention to renew the Tenancy Agreement. Once fees are received, the Agent shall prepare the Tenancy Agreement, for the new or extended Tenancy and the terms of this agreement shall continue until the Tenant leaves, or the agreement is terminated. The

Agent will not renew a Tenancy Agreement until all fees have been received in cleared funds. Where we are receiving monthly rent from the tenant, we will deduct any fees due from your rent account accordingly.

If the Agent becomes involved in a rent assessment review, an 'administration fee' will apply. See 'Tenancy Deposit Protection' for further information on deposit renewals.

## **9.2 Renewal of Tenancy Agreement for Let Only Clients**

Where, with the consent of the Landlord, the Tenancy is renewed or extended to the same Tenant (or any person associated with the Tenant) originally introduced by the Agent, a fee equal to 1 week's rent + VAT will apply. This fee will be due following the acceptance of all parties' intention to renew the Tenancy Agreement. Once fees are received, the Agent shall prepare the Tenancy Agreement, for the new or extended Tenancy and the terms of this Agreement shall continue until the Tenant leaves, or the Agreement is terminated. The Agent will not renew a Tenancy Agreement until all fees have been received in cleared funds.

If the Agent becomes involved in a Rent Assessment Review, an 'administration fee' will apply. See 'Tenancy Deposit Protection' for further information on deposit renewals.

## **9.3 Terminating the Tenancy Agreement & Service of Notice**

All Tenancies must be terminated by the Landlord by serving the Tenant with a valid notice to quit whether the initial Agreement is still valid or if a Statutory Periodic Tenancy has become effective.

The exact form of notice, length of notice and expiry date depends upon the type of Tenancy that has been granted and will be specified by the Housing Act 1988. The Agent should be told in writing or by email when the Landlord wishes to serve notice on the Tenant. The Agent cannot be held responsible for any delay in regaining possession if the Landlord fails to give the Agent sufficient written warning of their intention to terminate the Tenancy.

If the Tenant fails to surrender possession at the end of the notice period, it will be necessary to commence County Court proceedings to obtain a Possession Order. The Agent can recommend solicitors who are specialists in this field. The cost of any legal proceedings will be the Landlord's responsibility. The Agent recommends taking sufficient insurance to cover for these eventualities.

If the Landlord instructs The Agent on a Let Only Service, the Agent can serve notice to the Tenant, on the Landlord behalf, a fee of £195 will apply.

The Agent deems notices to be served if delivered to the last known address of the Tenant or Landlord in accordance with section 196 of the Law of Property Act 1925. If either party deliver by hand any notices or

documents which are necessary under this Agreement, or any Act of Parliament, to the other party or to the last known address of the other party, it must be by 4:30pm. If later than this the documents or notices will be deemed served on the next working day (not including Saturdays, Sundays or Bank Holidays). If any documents or notices are sent by registered or recorded delivery, the documents or notice will be deemed delivered on proof of delivery being obtained. The address for the service of notice will vary between that of the Landlord and the Agent and will be detailed in the Tenancy Agreement depending on the level of service provided by the Agent,

## **9.4 End of Tenancy**

At the end of the Tenancy, the Agent will retain the last months' rent payment until all Landlord' debts in relation to the Property that may have arisen during the term of the Tenancy, have been satisfied.

## **9.5 Early Departure of Tenant**

If on, or after, the first month of unpaid rent the Property appears to have been abandoned, the Tenancy will be deemed surrendered and the Agent will commence proceedings to take possession of the Property with the Landlord consent and in accordance with legislation. The Landlord should not re-enter the Property until it is deemed legal to do so by the Agent or a Court Order.

## **9.6 Debt Recovery**

If a Tenant leaves the Property of their own accord, prior to the expiration of the Tenancy and in breach of their obligations under the Agreement, the Landlord should seek appropriate advice from a debt recovery specialist. The Agent can assist where necessary in this process. An 'administration fee' will apply.

The Agent can provide this service via a third party, debt recovery lettings specialist. Please contact the Agent for further details. Third Party fees will apply.

## **9.7 Void Period - Interim Management**

Where the Landlord has instructed the Agent to supervise any improvements to the property during a void period, the Agent shall be entitled to an interim management fee to cover their time and services. Supervision includes (but not limited to) liaising with contractors, making payments, providing feedback and visiting the property.

## **RIGHT TO CANCEL**

If you are a consumer client and this contract not agreed within one of our branches you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel this contract by sending us a clear statement in writing to 2 Bellegrove Road, Welling, Kent, DA16 3PR or emailing us at [hello@ajrproperty.com](mailto:hello@ajrproperty.com). You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has



expired.

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include the expenses incurred inline with the expenditure schedule above plus any other reasonable costs.

Where we introduce or have negotiations with the ultimate buyer of the property before you exercise your statutory right to cancel the contract, this contract will be deemed to have been fully preformed and the agree agency fee would be due, notwithstanding that cancellation took place.

### **General Data Protection Regulation**

- a) As we are your agent you will provide to us various pieces of personal information, which we will need to provide you with the high-quality service you require and ultimately facilitate the successful marketing and let of your property.
- b) The information provided will vary depending on circumstances. It will include the information within this agreement, but it may not be limited to this. In all cases we will hold your personal information securely, either in hard copy on our property files or digitally within our software.
- c) We will provide it to others only where it is required and as outlined below, or in accordance with your stipulated wishes. Your information may be passed to certain 3rd parties we authorise to assist us and you if we are managing your property, (as listed on our website). It will not be passed to any other third party without obtaining your consent. Specifically, we will hold and use your information in the following manner -

**Identification Details** – We may hold copies of your photographic identity documents and at least one document that confirms your home address. This is required to protect our position and look after your interests. It assists us to ensure we are dealing with the owners of the property and we are not becoming involved in any money laundering situation. This will never be passed to third parties.

**Prospective Tenants** – Basic information about you and your property may be provided to prospective tenants. This information will include any property details we produced and any other relevant information you provide to us, including the information in any property information questionnaire you may complete for us.

**Tenants** – Once a tenancy is agreed we will provide the tenant with your personal contact information, as there is a legal requirement to do this.

**Contractors** – We hold a list of preferred contractors who we may use to provide services to you at the property we are quotes for work from these contractors and we may instruct them to carry out work on your behalf. To do this we will provide the appropriate personal information they need to provide the required services. A list of contractors is available on our website

**Utility suppliers** – We will provide your details to the appropriate utility suppliers, as and when it is required to ensure correct billing from the suppliers.

d) We will retain the personal information we hold for up to 7 years for legal reasons.

e) More information on how we hold and process your data is available on our website – [www.ajrproperty.com](http://www.ajrproperty.com)

f) You have the following rights relating to the information we hold on you –

- The right to make a Subject Access Request (SAR) to find out more about the data we hold about you;
- The right to be informed;
- The right of access;
- The right to rectification;
- The right to erasure (also known as the 'right to be forgotten');
- The right to restrict processing;
- The right to data portability;
- The right to object.

g) More information on your rights is available at [www.ico.org.uk](http://www.ico.org.uk) marketing and/or managing. We may obtain estimates.

These are our standard fees.

Standard Service Charges	
Let Only (Tenant Introduction)	One month's rent plus VAT
Part Managed (Assisted)	Tenant intro fee reduced to 75% of first month rent & 12.5% plus VAT thereafter
Fully Managed (Professional)	Tenant intro fee reduced to 50% of first month rent & 15% plus VAT thereafter

Compliance Charges.	
Gas Safe Certificate	£99 (£118 inc Vat)
Electrical Installation Certificate EICR 1-4 Bed	£199 (£238.8 inc Vat)
EICR 5 Bed +	£229 (£274.8 inc Vat)
EPC Energy Performance Certificate	£99 (£118 inc Vat)
Smoke & CO2 Detectors	£50 (£60 inc Vat) Plus £15 (£20 inc Vat) for each additional alarm

Schedule of Condition	
1 Bed	£130 (£156 inc Vat)
2 Bed	£140 (£168 inc Vat)
3 Bed	£150 (£180 inc Vat)
4 Bed	£165 (£198 inc Vat)
5 Bed	£180 (£216 inc Vat)
Check out report	£125 (£150 inc Vat)

Additional non optional fees & charges	
Deposit Administration	£50 (£60 inc Vat)
Referencing & Tenancy Agreement	£150 (£180 inc Vat)
Right To Rent Check	£60 (£72 inc Vat)
Serving Legal Notices s8, s13 & s21	£180 (£216 inc Vat)
Court Attendance	£150 (£180 inc Vat)
Overseas LL return	£48 (£57.6 inc Vat) per quarter
Key Cutting	£15 (£18 inc Vat) plus cost of key

Additional optional fees & charges	
Duplicate Copies	£35 (£42 inc Vat)
Bespoke Requirements	£35 (£42 inc Vat)
Additional Property visits	£50 (£60 inc Vat)
Major Works Project Management	£250 (£300 inc Vat)

Rent Protection Warranty	
Up to £2500 pcm rent	£35 (£42 inc Vat)
Over £2500 pcm rent	£42 (£50.4 inc Vat)