

# TERMS AND CONDITIONS

Thank you for instructing Land Estates to Let and/or manage your property. Below are our Terms & Conditions which you should read carefully before signing. Please confirm the details requested and select any optional extras you may require. Should you need any further clarification, or you have any questions, please ask one of our team who will be glad to help.



<b>Name of Agent</b>	Land Estates Ltd
<b>Company Registration Number</b>	5827453
<b>Registered Address of Agent</b>	6 Market Street, Dartford, DA1 1ET

<b>Property Address to Let:</b>  <b>Postcode:</b>	<b>Name(s) of landlord(s):</b> <small>(If the property is jointly owned please state the names of all owners. If the property is corporately owned or owned by a trust the full name of the company/trust, the company registration number and registered office address must appear on this form, which must be signed by an authorised signatory.)</small>
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<b>Landlord's correspondence address (must be UK address for service):</b> ..... ..... Postcode: .....  <b>Mobile:</b> <b>Home:</b> ..... <b>Email:</b> ...	<b>Landlord's correspondence address (overseas address if applicable):</b> ..... ..... ..... Postcode: .....  <b>Mobile:</b> ..... <b>Home:</b> ..... <b>Email:</b> .....
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<b>Which account would you like us to pay the rent to?</b> <b>Bank:</b> ..... <b>Branch:</b> ..... <b>Account no:</b> ..... <b>Sort code:</b> ..... <b>Account name:</b> .....	<b>Please confirm that while Land Estates is letting your property, you will be resident:</b>  <b>In the UK</b> <input type="checkbox"/> <b>Overseas</b> <input type="checkbox"/>  <small>You are legally obliged to file a tax return stating the names, addresses, income and expenditure. If you are resident overseas and have not applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents, you will need to complete the appropriate form (NRL1, NRL2 or NRL3). The application should be completed online at <a href="http://www.hmrc.gov.uk">www.hmrc.gov.uk</a>.</small>
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I confirm that the above information is accurate. I also understand that I may have the right to cancel this agreement within 14 days of signing this contract as detailed on pages 12 and 14 herein. Where you are a joint-owner of the property you hereby warrant that you have ensured you are authorised to instruct us on behalf of all joint-owners. By signing this agreement, you hereby agree that we have read pages 1 to 12 and accept all terms & conditions contained within this agreement.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

We are members of The Property Ombudsman and abide by The Property Ombudsman Code of Practice. You agree that we may disclose information relating to the rental of the property to the Property Ombudsman and other regulatory bodies, if you or the landlord have registered a complaint and The Property Ombudsman asks for it. You also agree that we may disclose your contact details to The Property Ombudsman if they ask for them, to assist in their monitoring of our compliance with the Code of Practice. Land Estates, 6 Market Street, Dartford, DA1 1ET Registration No. 3339975 (England)

<b>Land Estates Lettings Services</b>	<b>Let only</b>	<b>Rent Collection</b>	<b>Standard Management</b>	<b>Management Plus</b>
Free Valuation, market the property, arrange viewings comprehensive tenant referencing	✓	✓	✓	✓
Tenancy Agreement	✓	✓	✓	✓
Monthly rental collection and statements		✓	✓	✓
Deposit Protection			✓	✓
Inventory, Check-in and Check out				✓
Property Mid-term inspection			✓	✓
In House Property Management			✓	✓
Negotiate renewal of tenancy terms and rent			✓	✓
Rent Protection and Legal cover				✓
Legal Expense				✓
Annual Gas cert				✓
Renewal fee				✓

## Terms and Conditions of Business, Fees and Expenses

Land Estates (LE) services and fees are set out in detail in the agreement below (and over the following pages) and you are reminded to read the terms very carefully. LE commission fees are set out in clauses 1.1 and 1.2 below.

	<b>Let Only</b>	<b>Standard Management</b>	<b>Management Plus</b>
Set up Cost	<b>1 Months' rent Inc. VAT</b>	<b>50% + VAT (60% Inc Vat) of the 1<sup>st</sup> months' rent</b>	<b>6% + VAT (7.2% Inc Vat) of the annual rent</b>
Monthly Management Fee		<b>Thereafter monthly 12% + vat (14.4% Inc. vat)</b>	<b>Thereafter monthly 15% + vat (18% Inc. vat)</b>
Service Selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature and Date			

**ADDITIONAL FEES AND CHARGES**

<i>Item</i>		<i>Charge (inc. VAT)</i>	
Gas safety		£90.00	<input type="checkbox"/>
Electrical Safety (PAT TEST)		£150.00	<input type="checkbox"/>
Full Electrical 'NICEIC' Periodic Safety Check with certificate		£350.00	<input type="checkbox"/>
EPC		£90.00	<input type="checkbox"/>
Legionella		£90.00	<input type="checkbox"/>
Smoke Detectors		£60.00	<input type="checkbox"/>
Carbon Monoxide		£60.00	<input type="checkbox"/>
Tenancy Agreement		£200.00	<input type="checkbox"/>
Deposit Protection		£100.00	<input type="checkbox"/>
Anti-Money laundering checks		£15.00	<input type="checkbox"/>
Passport identity checks via MRZ		£15.00	<input type="checkbox"/>
Notification of utilities		£100.00	<input type="checkbox"/>
Inventory	Studio or room	£180.00	<input type="checkbox"/>
	1 bed	£240.00	<input type="checkbox"/>
	2 bed	£270.00	<input type="checkbox"/>
	3 bed	£300.00	<input type="checkbox"/>
	4 bed	£360.00	<input type="checkbox"/>
Check Out	1 bed	£100.00	<input type="checkbox"/>
	2 bed	£120.00	<input type="checkbox"/>
	3 bed	£140.00	<input type="checkbox"/>
	4 bed	£160.00	<input type="checkbox"/>
Additional property visits with full colour photographic report		£120.00	<input type="checkbox"/>
Annual statements and reporting		£15.00	<input type="checkbox"/>
Negotiate renewal of tenancy terms and rent		£240.00	<input type="checkbox"/>
Gas and EPC renewal reminders		£125.00	<input type="checkbox"/>
Rent Protection and legal Cover	Rent £0 to £999.00	£30.00pcm	<input type="checkbox"/>
	Rent £1000 - £1499.99	£45.00pcm	<input type="checkbox"/>
	Rent £1500 - £1999.99	£54.00pcm	<input type="checkbox"/>
	Rent £2000 - £2499.99	£66.00pcm	<input type="checkbox"/>
Legal Eviction Insurance		£200.00	<input type="checkbox"/>
Serving S21 Notice		£150.00	<input type="checkbox"/>
Eviction Service - Solicitors and court Fees		£1,500.00	<input type="checkbox"/>

Do you require rent protection insurance?

Signed:

## 1. Initial Commission

- 1.1 In the event that Land Estates (LE) introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Land Estates ("Initial Commission").
- 1.2 The Initial Commission fee is payable on the commencement of the tenancy.
- 1.3 The Initial Commission fee is charged as a percentage of the first month's as specified in the tenancy agreement. The scale of Initial Commission fees charged is set out on page 2.
- 1.4 The Initial Commission fee is payable for any tenant introduced to the property by LE, whether or not the tenancy is finalised by LE.
- 1.5 Any outstanding fee balances are to be paid by the Landlord to LE within 14 days of the due date and may be deducted from other monies held by LE that are due to the Landlord whether from this or any other property(s) owned by the same Landlord.
- 1.6 Where the Landlord or tenant exercises a legitimate Break Clause within the original tenancy agreement or should the Landlord and tenant agree to terminate a tenancy before the due end date where the Tenancy Agreement does not contain a break clause, LE will not be liable for reimbursing any fees to either party.
- 1.7 LE is VAT registered and all fees charged will be subject to VAT at the prevailing rate at the time of invoicing.

## 2. Renewal Commission

- 2.1 LE will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy, if so required.
- 2.2 In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to LE.
- 2.3 Our renewal fee for a fixed term tenancy is chargeable at £240.00 INC. VAT and the agreed % + VAT monthly fee due of the rent for the renewal or extension and will be payable for the entire remaining duration of that tenants' occupation of the property whether on a fixed term or periodic basis. This fee will also be due should the Landlord offer the same tenant another property owned by the Landlord or his/her business partner or family member.

## Definitions and Interpretations

Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.

- "Agent" "we" "LE" or "us" means Land Estates Ltd trading from the registered address as shown above.
- "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.
- "Landlord" "you" or "your" means the Landlord as described above and any other person owning a reversionary interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the Property.
- "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- "Occupier" means a tenant or any other person or organisation entitled to occupy the Property under a Tenancy, Licence or any other form of Agreement or contract.
- "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Property whether or not it constitutes a Tenancy Agreement.
- "Property" means any part or parts of the building, its boundaries, fences, gardens and/or outbuildings belonging to the Landlord at the Property Address set out above. When the Property is a part of a larger building, the Property includes the use of common access ways and facilities.
- "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 Property.
- "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.
- "Superior Landlord" means person/company/organisation to whom ownership of the Property reverts at the end of the lease.
- "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.
- "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.
- "Tenancy Agreement" means the contract drawn up between the Landlord and Tenant specifying obligations of both parties.
- "My Deposit" means The Dispute Service whose details are shown in the Tenancy Agreement.
- "ADR" means the Independent Case Examiner of alternative dispute resolution of My Deposit
- "Agreement" means this Terms of Business signed between the Agent and the Landlord
- "Pre-tenancy Holding Fee" Upon securing a prospective tenant for the property, LE will take a Pre-tenancy Holding fee from the tenant which will be held by LE. This money is not subject to Tenancy Deposit legislation under the Housing Act 2004.

## Schedule 1.1 Data Information Notice for Landlords

We are a letting agent and this notice is provided to you regarding the data we hold (as a 'data controller') about you as our customer and in connection with the rented property/properties which we let & manage on your behalf and also about the data we hold about your tenants and other occupiers of the properties we manage for you (the occupiers). Note that under Section 1 of the Landlord & Tenant Act 1985 we are legally obliged to provide a written statement giving your name and address to any tenants who may make a written request for this information, within 21 days of their request. There may also be other circumstances where we will be obliged by law to disclose your details to the occupiers.

**How we obtained your data** - This has been provided by you when you signed up for our service. We may also hold additional information which has been provided by you or by third parties to us at a later stage in connection with our work for you.

- 1.2 The data we hold** - The information we hold about you may include (but will not be limited to) all or part of the following: Your name, e-mail address, telephone number, Date of Birth, address (including any previous addresses), marital status, National Insurance Number, nationality; Details of the properties we will be managing on your behalf; Your employment status and the address, contact details (including email, phone and fax numbers) of your employer, any services used by you such as your accountant and solicitor; Your bank account details, including the account number and sort code, any bank statements you have provided to us.
- 1.3 Why we need to hold your data** - We need to hold your data for the following purposes: - to allow us to carry out due diligence when deciding whether to act or continue acting for you as your agent; - to allow us to contact you and perform our duties to you under the terms of our contract with you; - to enable us to provide you with any services and information which you have requested; - to analyse so we can administer and improve the service that we provide and develop our business, and for all other purposes which are consistent with the proper performance of our business and service to you.
- 1.4 Sharing your data with others** - Your information may be shared in the following circumstances; - to allow us to carry out checks and obtain reports and references in connection with carrying out due diligence; - to provide such information as is necessary to any contractors who may be employed by us on your behalf to carry out work or inspections at the Property; - to provide details to any utility or similar company in respect of the property/ies we manage for you; - to provide details to any tracing agents or legal firms we may employ if you fail to pay our commission or any other money due to us; - to provide to the Home Office if we are required to do so under the Right to Rent regulations; - to any official bodies or other relevant person in connection with the management of your property/ies; - to the Inland Revenue or other government department under any legal duty we may owe to them; - to any other letting agency you have employed in the past or may employ in the future should this be necessary for the proper performance of our contract with you; We may also need to share information with solicitors, agents, mortgage brokers, financial advisors, court agents, surveyors, valuers and/or new owners should you decide to sell the property or should you or we enter into a joint venture or merge with another business.
- 1.5 Where your data is held** - Your data will be held mainly within the UK. If we use a cloud storage service or if one of the services or third-party contractors used by us stores data in a cloud server, outside of the UK, this will only be in circumstances where safeguards have been put in place for its protection, in compliance with UK Data Protection legislation. We may process your data via instant messaging using 'WhatsApp' and SMS. Hard copies (paper files) are stored securely at 6 Market Street, Dartford DA1 1ET; Electronic copies of the same data are stored securely at 6 Market Street, Dartford DA1 1ET on a secure, password-protected computer system. Passwords are changed regularly & access by staff is restricted; We may process your data via email using 'Microsoft Outlook' to the third parties listed above. We may process your data online to any of the following third party organisations: 'Universal – Thesaurus Technology' Lettings software, 'My Deposit Protection Scheme', and 'Rent 4 Sure Referencing'. All of these organisations will store your data in 'Cloud based' systems using password protected secure systems and each of them are GDPR compliant. Note that all of these are essential to us being able to fulfil our contract with you. Any of the above online processing by us of your data will be done via a secure internet connection equipped with password protection, anti-virus software & firewall facilities.

- 1.6** How long we will hold your data - We are entitled to retain your data for up to seven years (or any other limitation period which may apply) after the termination of our agency agreement with you. This is in case of legal issues arising or in case we are required to provide information to HMRC or for some other official reason. After this period of time has ended you will be entitled to ask us to delete your data from our systems and from any data processors we have used to store your data.
- 1.7 Your Rights** - These include: - the right to ask for a copy of the information we hold about you in our records; - the right to ask us to correct any inaccuracies in the information we hold; - the right to ask us to stop sending you any marketing information; - (Subject to our right to retain information under contract or where we have a legitimate interest in retaining it or as required under law) the right to delete your personal data from our systems.
- 1.8** Updating this Information Notice - This information notice was issued on the day this agreement was signed by both parties. It may be updated from time to time to reflect any changes we may make in how we use your data or any changes in Data Protection law or practice. We will endeavour to let you have any updated versions as soon as reasonably practicable.
- 1.9** Privacy Policy - More information on how your personal data is handled in our Privacy Policy: <https://www.landestate.co.uk/Privacy-Policy.pdf> If after first making a complaint to us, you consider that we have not dealt with your data correctly, note that you have the right to complain to the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

## Schedule 2. Our Full Management Service

Our Full Management service encompasses the entire letting process from preparing the property for marketing, finding the tenant and managing the property through-out the duration of the tenancy.

### 2.1 Marketing and Finding a tenant.

LE will advertise the Property at an agreed rent and at no expense to the Landlord, via the Internet and other media as LE deem appropriate. LE may arrange for external & internal photographs of the Property to be taken and advertised as necessary. LE will show potential tenants around the Property and a member of LE staff will accompany all viewings. LE will confirm access to the Property with any current resident of the Property. Upon LE finding a suitable tenant for the property who is ready, willing and able to move in, LE will inform the Landlord of the proposed tenant/start date/rent and other factors in order to seek the Landlord's acceptance of the tenant, subject to referencing and contract. Further, LE will seek confirmation from the Landlord that he/she immediately dis-instructs any other agent/person who is actively seeking to let the property and refuse any other viewings on the property from potential tenants. Once in place, LE will secure an application, photo ID and Pre-tenancy Deposit from the prospective tenant to confirm the intention to proceed.

### 2.2 Pre-tenancy deposit

Upon receipt of a completed application to rent your property, LE will ask a prospective tenant to pay one weeks rent in order to 'reserve' the property, subject to references & contract. Subject to all satisfactory referencing, this payment will go towards their rent prior to their move in.

### 2.3 Referencing of prospective tenants

LE will instruct an independent referencing company to carry out reference checks for every prospective tenant named on the Tenancy Agreement and any guarantor that may be required. Reference checks on a prospective tenant are to include a credit check, voters role check, right to rent check and confirmation from the tenant's current/previous landlord and employer (where appropriate). Any guarantor will be credit checked and their income will be verified as sufficient for purpose by the referencing company. It should be noted that individual details of the results of the reference checks cannot be released to the landlord or any other third party without the subject's express consent. Should the references of any prospective tenant or guarantor fail to reach an acceptable standard in the opinion of the referencing company, LE reserve the right to decline their application on behalf of the Landlord. Where this happens, LE reserve the right to retain all/part of the tenant's pre-tenancy fee to cover costs incurred on behalf of the Landlord. Where the prospective tenant is a company, LE will seek to establish the company's status via Companies House website. Further financial references are to be sought at the discretion of LE if deemed appropriate. LE cannot be held responsible for the accuracy of any references or information contained within them or the original application form as submitted by the tenant. By signing these Terms & Conditions you hereby authorise Land Estates to accept or decline a prospective tenant's references at our discretion based upon the findings of the referencing company.

#### 2.4 Tenant right to rent checks

Since the 1st February 2016, all landlords in England and Wales have been required to check that prospective tenants have a legal right to be in the UK or face a fine of up to £3,000 per tenant.

LE will carry out checks on all prospective occupiers (including named tenants and all adult occupiers who are not named tenants) to ensure that they have the right to rent property in England.

#### 2.5 Tenancy Agreement & Related Documentation

Tenancy Agreement & Guarantor Agreement

LE will provide and draft a Tenancy Agreement (and a guarantor agreement where required) according to the terms of the agreed tenancy and will arrange for all named tenants and Guarantors to sign. By signing these Terms & Conditions, the Landlord authorises LE to sign tenancy documentation (including the Tenancy Agreement, Guarantor Agreement, Surrender documents & Notices) on his/her behalf. LE will not forward the Tenancy Agreement or Guarantor Agreement to the Landlord for signature unless specifically agreed in advance. The initial tenancy term will normally be between six and thirty six months.

LE cannot be held responsible for any losses or liabilities caused by a Tenant or a Guarantor or a Referee if either, supplies false information.

If you wish to supply any tenancy documentation for us to use, please supply us with a draft within a reasonable time before the tenancy is due to commence. We will accept no responsibility for liabilities arising from any documentation that is not supplied by us.

#### 2.6 Rent & deposit monies

Prior to the commencement of each new tenancy (i.e. not a renewal of an existing tenancy), LE will obtain payment from the tenant of a minimum of the first month's rent and a deposit (unless otherwise agreed). The deposit amount will be equal to Five weeks' rent, rising to six week's rent when the annual rent is in excess of £50,000. These monies are processed and held by LE on behalf of the Landlord. If the tenant has a pet and landlord gives permission of acceptance, then a higher rent maybe requested, higher deposit is not permitted.

#### 2.7 Inventory & Schedule of Condition and Check In procedure

Inventory & Schedule of Condition: LE will arrange for an Inventory & Schedule of Condition of the property to be compiled in order to confirm all of the property's contents, appliances (including instruction manuals), fixtures & fittings along with the current condition of each item to confirm to the tenant exactly what is included within the tenancy. The document will also be used to help clarify any claims for deductions from the tenant's deposit after the tenancy. The cost of compiling the Inventory will be included in the 1st month management fee. It will also be updated between tenancies at no extra charge.

Check In: At the start of each new tenancy (i.e. not on a renewal), LE will instruct an Inventory Clerk to perform a Check In procedure, read the meters and present the Inventory for the tenants to sign in order to confirm the contents & condition of the property. The cost of carrying out the Check in will be included in the 1st month management fee

Whilst LE endeavours to ensure the Clerk carries out their duties correctly, we cannot be held responsible for any errors they make.

#### 2.9 Utilities – Meter readings

At the start of a new tenancy, LE will attempt to confirm the current meter readings for Gas, Electricity & Water at the start of each new tenancy and endeavour to inform the Local Authority (this refers to the Council Tax Dept) and the Utilities providers (this refers to Gas, Electricity & Water suppliers) of the change of occupier, dates and meter readings and instruct them to place the accounts into the tenant's names. It remains the responsibility of the Tenant to ensure new accounts are opened in his/her name and for making the required payments. Where the organisation requires direct instructions from a Landlord or Tenant, LE accepts no liability for doing this nor for administering accounts for any telecoms/satellite/cable providers for the Tenant or the Landlord. LE cannot be held liable if services are terminated or disconnected at any time or are not transferred by the utility company or local authority or for any fines, interest charges on unpaid bills or third party costs. The Landlord remains responsible for all bills & standing charges during void periods. Agent or tenant may change the utility suppliers at any time without any notice to landlord.

#### 2.10 Tenancy Deposit Registration

Housing (Tenancy Deposits) (Prescribed Information) Order 2007

Only where the tenancy is an Assured Shorthold Tenancy, unless otherwise agreed, we will collect the Deposit (which is usually an amount equivalent to five weeks' rent), from the tenant at the commencement of the tenancy and hold the Deposit in a Stakeholder capacity for all managed properties only. We will hold the deposit against damage, breach of the Tenancy Agreement or any other outstanding charges owed.

by the tenant. As Stakeholder we will be unable to release the Deposit or any part of it to you or the tenant without the other party's written consent.

#### 2.11 Ongoing processing of rent from the tenant (or Guarantor)

LE will process the rent received from the tenant and forward the net balance to the Landlord's nominated bank via a BACS payment. Upon receipt of 'cleared funds', LE will endeavour to transfer rent monies to your nominated account as soon as is administratively possible but, it should be noted the UK banking system can take up to 3 working days to clear funds and LE cannot be held responsible for such delays nor for any charges associated with any delay in payments being received.

**Rent Arrears:** LE will notify the landlord if the rent is still outstanding five working days after the due date and will attempt to obtain any outstanding rent from the tenant (and guarantor where applicable) by means of phone calls, emails, letters to the Tenant and visits to the Property if necessary. LE cannot be held responsible if the tenant (or guarantor) fail to pay the contractual rent nor for any legal proceedings required for the recovery of unpaid rent or for the repossession of your property or for any associated losses or costs.

#### 2.12 Day to day management matters

LE will endeavour to deal with day to day matters concerning your property, particularly any contact from your tenant.

Repairs/maintenance: LE will respond to contact from the tenant regarding issues with the property and act accordingly. If repairs or maintenance or servicing are required to any part of the property or any of its contents, fixtures, fittings or appliances, LE will arrange for remedial works to be carried out on the Landlord's behalf by instructing an appropriate contractor or third party. LE reserve the right to arrange for repairs to appliances which are protected under warranty from a third party.

When LE arrange for any work to be carried out on the Landlord's behalf, we will do so at our discretion and within our capacity as the Managing agent and will instruct the works without further instruction from the Landlord, up to the limit of £250.00 at that time. Payment for these works may be deducted from the rent received from the tenant. Should the cost of the works be estimated to exceed £250.00, LE will contact the Landlord for permission to carry out the works. However, there may be occasions (including emergencies) when LE deem it necessary to act to protect the Landlord's interests (and those of neighbouring properties) without his/her express permission and in such cases we cannot be held responsible if the landlord does not agree with our decision.

If the Landlord requests, LE can obtain 2 estimates for any works expected to cost over £500.00 and present them to the landlord for approval prior to instructing any contractor. Upon receipt of written approval of such estimates from the Landlord, LE will organise and inspect the completed works. Where the estimated costs exceed £250.00, the Landlord may be asked to provide LE with funds in advance.

#### 2.12 Property Inspections

Subject to agreeing access with the tenant, LE will visit your property at least once in every 12 month period in order to verify the property is being kept in good order and to highlight any required items of repair or maintenance. This visit will be of a cursory nature and is intended to ensure the tenant is maintaining the property in a satisfactory manner. These visits are not meant to be a structural survey nor a detailed inventory check and LE will not be held responsible for any latent or unnoticed defects. LE are not entitled to open any drawers, cupboards or appliances nor move any furniture during these visits as it may only be a visual inspection. Extra visits may be requested by the landlord, charged at £75 + VAT (£90 Inc. VAT) each visit.

#### 2.13 Check Out procedure

At the end of the tenancy, LE will perform a Check Out procedure to confirm that the outgoing tenant has fully vacated the property and left it, it's contents, furnishings, fixtures & fittings in satisfactory condition. LE will collect all keys handed to the tenant during the tenancy, confirm final meter readings, inform the utility suppliers and local authority of the termination of the tenancy with meter readings and request transfer of the account back to the landlord or to the new occupier.

#### 2.14 Deposit Refunds & Negotiations

Once the condition of the property following the end of tenancy has been confirmed, if the tenancy is an Assured Shorthold, LE will liaise between the Landlord & Tenant, as Stakeholder, regarding deductions from the tenant's deposit concerning any damage, missing items, cleaning or unpaid rent and subject to the mydeposit regulations as defined in Section



6.11 of this document. Unless otherwise instructed, it is agreed as part of the fully managed service, that where the 'check out' report shows the property to be handed back in good condition and there are no deductions to be agreed, the deposit will be refunded to the tenant without reference to the landlord.

Where the tenancy is not an Assured Shorthold, the mydeposit regulations do not apply and therefore LE will act as Stakeholder.

### 2.15 Tenancy Renewal

**Definition:** This is where the tenancy is renewed or extended beyond the current term to the exact same tenant(s) (i.e. there are no changes in any of the tenants) for a further fixed term or where the tenancy is allowed to continue for any period on a monthly periodic tenancy.

**Process:** LE will contact the tenant and the Landlord 10 weeks prior to the end of the tenancy to discuss renewing or extending the tenancy beyond the initial term. LE will negotiate the renewal or extension and provide the required documentation to both parties. Renewals may run for any agreed fixed term or on a monthly (periodic) basis.

You must confirm to us in writing if you wish the tenancy to be renewed, continue as a periodic tenancy or terminated. We will write to the tenant once an instruction has been received from you, requesting the tenancy to be renewed or extended as a periodic 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. Negotiations may be conducted via electronic mail or telephone. No further referencing of any existing tenants will be carried out unless requested in writing. We will prepare the renewal documentation for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original tenancy. We will also arrange to renew the Tenancy Deposit registration where applicable. The extension documents will be sent to the tenants to sign and we will endeavour to ensure the tenant(s) sign the documents 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. While we will make every effort to obtain the signed extension documents we have no liability if the tenant fails to return them. We will date the signed documents once we have received them to complete the contract, retain the originals and send copies of the completed documents to the tenant(s). If you prefer to negotiate any renewal personally, our fees for the Letting Service will continue to be payable for the duration of the time the tenant occupies the property. 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.

**Renewal Rent Increase:** LE will review the rent and advise the Landlord if we/the Agent feel a rent increase is possible or desirable depending upon current market conditions. If the Tenant has an Assured Shorthold Tenancy and it continues 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 the tenant is served 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 the Landlord 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/the Agent will ask the Landlord whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, you must arrange for solicitors to act on your behalf and you must pay their charges.

### 2.16 Payment

All fees are payable in monthly instalments (including renewals and re-lets) and will be deducted from rent monies held by LE from the tenant on behalf of the Landlord (and/or from other monies held by LE), due to the Landlord. Any outstanding fee balances are to be paid by the Landlord to LE within 14 days of the due date and may be deducted from other monies held by LE that are due to the Landlord whether from this or any other property(s) owned by the same Landlord.

Periodic tenancies: Should the tenancy be allowed to hold over on a monthly (periodic tenancy) basis, our fees will continue to be charged on a monthly basis as agreed.

### 2.17 Re-letting of a property

**Definition:** This is where one or any of the tenants change during (or at the end of) a tenancy term (this may be an assignment, surrender, replacement or additional tenant) or where LE are instructed to re-let the property to new tenants.

**Fee:** Our fee will revert to the original set up cost for the first months as outlined on page 2 and thereafter the monthly management fee as agreed for the remainder 11 months of that tenancy.

### 2.18 Reimbursement of fees

Where the Landlord or tenant exercises a legitimate break clause within the original tenancy agreement or should the Landlord and tenant agree to terminate a tenancy before the due end date where the Tenancy Agreement does not contain a break clause, LE will not be liable for reimbursing any fees to either party.

### 2.19 Fee liability:

Our fees become due when any tenant that LE introduce to the property (or any other property owned by the landlord or for any tenant introduced to the property by any existing tenant originally supplied by LE) enters into a tenancy agreement with the Landlord or with his/her business partner or family member, whether fixed term or periodic, whether or not LE secures the tenancy, whether or not the Landlord proceeds with LE as his/her Agent and irrespective of whether the tenant's occupancy of the property is continuous or not.

Our fees of £300.00 inc. VAT will be due regardless of the tenant's payment of rent.

### 2.20 VAT

LE is VAT registered and all fees charged will be subject to VAT at the prevailing rate at the time of invoicing.

## Schedule 3: Landlord's Undertakings

### 3.1 Consent for Letting

By signing these Terms and Conditions you warrant to us that you are the owner(s) of the Property, 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 incur due to you not having the right to enter into an Occupation Agreement.

Where ownership of the property is in probate prior to a tenancy commencing, we will require sight of a signed & witnessed Power of Attorney from the appointed beneficiary prior to accepting instructions to marketing the property.

Where the owner/landlord dies during a tenancy, the tenancy will continue upon the same terms with the Landlord's obligations passing to the Landlord's successor.

Where the owner/landlord is unable to fulfil his/her obligations under a tenancy agreement, we will require written instructions from the appointed party who holds Power of Attorney who is authorised to fully act for & on behalf of him/her.

Where the landlord is a Company, we will seek written instructions from only one "authorised representative" of the Company. The Company should inform us in writing of this person's name, position within the Company and contact details.

### 3.2 Money Laundering - Proof of Identity & Residency

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with a copy of the Passport of each registered Owner and one proof of residence/current address, 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 cannot accept printouts of online bank statements or utility bills.

If the Property is owned by a Public Limited Company (plc), we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition we will require proof of identity and residence of one of the directors of the Company.

### 3.3 Mortgage

If the Property is 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 obtained your mortgagee's consent to grant a tenancy. The mortgagee may want to see a copy of the Occupancy 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 Occupancy 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.

### 3.4 Taxation

You will be liable for tax on income arising from letting the Property and you must inform Her Majesty's Revenue & Customs ("HMRC") that you are letting the Property. 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 [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 you are obliged to forward a form to the HMRC annually detailing all your property details along with details of the rental income you have received, regardless of the country of residence of that landlord.

Landlords living outside of the UK: The HMRC has special rules regarding the collection of tax on rental income if you are a landlord of a property in the UK who is resident overseas (outside of the UK) 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). LE is not responsible for the collection of the income tax.

If your Tenant pays rent directly to you, you are 'non-resident' (as defined above) and your tenant has not received approval from HMRC to pay the rent to you gross, the tenant must deduct tax and forward it to HMRC on your behalf. You remain responsible for advising your tenant of this obligation. No person or organisation is exempt from this scheme.

#### Exemption

The only exception to the above is when the Landlord obtains exemption from these regulations by applying to the HMRC. This should be done prior to departing the UK or at the earliest opportunity thereafter.

To obtain an exemption certificate, overseas landlords must complete the NRL1 or NRL2 form and send the application to: *The Charity, Assets & Residence – Residency Dept, Bootle, Merseyside, L69 9BB*.

For more information please visit:

[www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm).

### 3.5 Sub-letting

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 property 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. You must ensure that the sub-tenancy is for a period expiring prior to the termination of your head lease. 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.

### 3.6 Insurance

It is essential that the Property and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains 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 Property 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 Property to attach to the occupancy agreement at its commencement, including any conditions for vacant property. 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 adequacy of any insurance cover on the property or for the renewal of your insurance cover. We will endeavour to notify you where we believe that damage suffered by your property would be covered by your insurance although we are unable to notify your insurers directly or complete any claims documentation on your behalf. We strongly recommend you arrange for an insurance policy that covers loss of rent and contents, and legal expenses. If you require LE to arrange a quote for you, please contact us to arrange for our third party insurance company to contact you direct.

### 3.7 Keys

At the start of each new tenancy, our requirement is to provide each named tenant with a full set of keys to the property including any required access fobs or parking permit. Keys for other parts of the property which the tenant will be entitled to access must also be provided along with the relevant security codes. You are responsible for ensuring sufficient keys are supplied to us in time for the tenancy start and for the costs of providing any extra keys/fobs needed to meet this requirement. However, we reserve the right to have extra keys & fobs supplied at your expense to comply with this requirement. We cannot carry out our management duties without this requirement. It may be necessary for you to provide us with written authorisation to obtain extra keys or fobs. Keys held by us will be kept in a secure system on our premises and may be released at our discretion to approved contractors, sub-agents and the tenant or tenant's spouse, if requested. In the event of these keys being lost or unaccounted for by us, we will only be liable for the cost of replacing the keys, not for the cost of changing of locks.

**Concierge:** We reserve the right to supply keys to the property to the resident concierge of the property/building for him/her to release to authorised parties, subject to our prior authorisation.

### 3.8 Appliances & Instruction manuals

You must provide us with the relevant instruction manuals for any appliances within the property that belong to you that are provided for the tenant to use, along with any specific operating instructions that may apply.

### 3.9 Pre tenancy cleaning of Property

We require you to have the whole property and all of its furnishings, appliances & flooring cleaned to a professional standard by an external cleaning contractor before the initial tenancy commences. This ensures that tenants have no grounds for disputing the cleanliness of the property at the start of the tenancy plus it also allows us to insist that tenants have the property cleaned to the same standard at the end of each tenancy and a clause will be added into the Tenancy Agreement to this effect. This also helps ensure that your property is returned in good order and reduces the risk of disputes when refunding the tenant's deposit. We will not instruct contractors to carry out any works on your behalf unless we hold sufficient funds. Costs will depend on the size of the property and its furnishing levels. An estimate can be provided upon request.

### 3.10 Voids/vacant periods

Unless otherwise agreed, LE is not responsible in any way for any property between tenancies that is not let nor will LE be responsible for any loss or damage to any part of the property during these times. The Landlord should make alternative arrangements during these periods to ensure that the property is secured and that the water supply is turned off. The Landlord should inform the Insurers of the property that the property is empty and should comply with any terms thereof.

### 3.11 Forwarding Mail and Residency

It is not part of our normal function to forward a Client's mail. Therefore no responsibility can be taken for mail sent to you at the Property. We recommend that you arrange for it to be redirected by the Post Office. You must notify us immediately of any change in your residency and ensure we hold current contact details for you at all times

### 3.12 Incorrect Information

You warrant that all the information you have provided to us is correct to the best of your knowledge and belief. If you provide incorrect information to us, which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.



### 3.13 Housing Act 2004 – Houses in Multiple Occupation

Typically, for properties with 3 or more stories and 5 or more unrelated occupants sharing some facilities or property rented out by at least 3 people who are not from 1 'household (eg a family) it may be necessary for the landlord to obtain an HMO Licence.

Further, as of 06 April 2010, any residential house or flat let to 3, 4, 5 or 6 unrelated sharers or students (thereby forming 2 or more 'households') who share amenities such as a kitchen or bathroom, will now be deemed to be a 'C4 House in Multiple Occupation' (HMO) in planning law requiring the Landlord to obtain planning permission before letting the property. This applies whether the occupiers have signed one tenancy agreement or have individual tenancy agreements and the property must be occupied by the tenants as their main residence. The application must be in the landlord's name. It remains your responsibility at all times 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 an adequate licence for the letting of your property. If we become aware that the property 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 property and the Local Housing Authority of the situation.

### 3.14 Housing Health and Safety Rating System

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 a Property. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the property complies is entirely yours. If we accept an instruction to let the property 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.

### 3.15 Section 11 – Landlord & Tenant Act 1985

The Landlord has legal responsibilities and repairing obligations under Section 11 of the Landlord & Tenant Act 1985 to maintain the structure of the property including the drains, gutters and down-pipes and the exterior of the property, to keep in good repair the appliances for supply of gas, electricity and water, the supply of space heating and water heating and to keep in repair the sanitary appliances for the duration of any tenancy. LE undertakes to arrange for works to be carried out to the property to ensure the landlord remains complicit with these regulations at all times whilst the property is let.

### 3.16 Reimbursement of the Agent

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 us under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring us to carry out any work, repairs or maintenance of the property, then you will reimburse us promptly on demand for all costs expenses and fees incurred.

### 3.17 S.47 & S.48 Landlord & Tenant Act 1987

LE are obliged to include the Landlord's full name & address on all rent demands. If your address is outside of England & Wales then we must provide the tenant with an address in England & Wales to which notices (including notices in proceedings) may be served upon you. LE require this before a tenancy starts and you must notify LE immediately if the information provided changes during the tenancy

## Schedule 4: Landlord Safety Legislation

The Landlord remains responsible for ensuring he/she provides LE with all necessary statutory certificates for each property that LE manages on behalf of the Landlord. The Landlord may instruct LE from time to time to send a qualified contractor to carry out safety checks on the property, its appliances, fixtures and furnishings to ensure compliance with current safety regulations at all times and ensuring copies of required certificates are maintained and made available where required.

LE can draw the landlord's attention to guidance notes surrounding current safety regulations that apply to landlords all of which place important obligations upon Landlords of residential property. The landlord is ultimately responsible for ensuring he/she is fully acquainted with your liabilities under the regulations and that the property complies with all of the above plus any other relevant legislation at all times. Please ask for further details if you are unsure.

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

It is a criminal offence to let Property 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.

### 4.2 Electrical Equipment (Safety) Regulations 1994

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the property comply with the above regulations. You should also ensure that all electrical installations are safe and have them checked regularly. We reserve the right to arrange for a safety check under these regulations on your behalf, where deemed necessary.

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

It is a criminal offence to let property with gas appliances, installations and pipe-work that have not been checked by a qualified 'Gas Safe' registered engineer. We must give your tenant documentary proof in the form of a Gas Safety Certificate (GSC) of your compliance with these regulations at the start of the tenancy and within twenty-eight days of the GSC being renewed. No tenancy can commence until we are in receipt of a valid GSC. You will need to provide us with a copy of a GSC that was 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 to be carried out on your behalf and at your own expense. The GSC will need to be renewed at twelve monthly intervals. If we are managing the property we will arrange for a new GSC automatically at your expense (depending on the service signed up for) if you do not provide us with a new one at least 5 working days before the existing one expires. If we are not managing the property it is the legal responsibility of the landlord to arrange for the gas safety check and for a copy of the GSC being given to the tenant annually. We have no liability if the landlord fails to comply with the regulations. If using your own contractor we will need sight of their 'Gas Safe' registration.

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

From January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work. To ensure compliance with the regulations, we will only instruct a 'competent person' to carry out any electrical work at the property when managing it. If you wish to use your own contractor we will need written proof that s/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.

### 4.5 Smoke Alarms and Carbon Monoxide Alarms

From the 1st October 2015 regulations require smoke alarms to be installed in rented residential accommodation and carbon monoxide alarms in rooms with a solid fuel appliance. Changes are also made to the licence requirements in relation to houses in multiple occupation (HMOs), such as shared houses and bedsits which require a licence and also in relation to properties which are subject to selective licensing. The regulations apply both to houses and flats. Failure to comply can lead to a civil penalty being imposed of up to £5,000.

**Smoke Alarms:** During any period beginning on or after 1st October 2015 while the premises are occupied under a tenancy (or licence) the landlord must ensure that a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation. A living room will include a lounge dining room and kitchen as well as a bathroom or toilet. It also includes a hall or landing. This means that a smoke alarm must be provided in working order on each storey. The RLA takes the view that mezzanines are caught by this legislation where they contain a room used wholly or partly as living accommodation, including a bathroom or toilet. As regards individual flats located on one floor then there will have to be at least one alarm within the flat itself or alternatively are provided outside the flat on the same floor of the building, i.e. a communal alarm. Likewise, for flats comprising more than one storey there will need to be a smoke alarm on each floor. It is the location of an alarm which sounds which is crucial; not the positioning of detectors.

The regulations do not stipulate what kind of alarm is required. Ideally it should be a hard wired alarm system. It can, however, be a single standalone alarm. Landlords are recommended by the RLA to fit ten year long life tamper proof alarms, otherwise there is a problem of batteries being taken out and not being replaced. As a final note, heat detectors are not considered sufficient. It will have to be a smoke detector.

**Carbon Monoxide alarms:** Landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning, solid fuel. This would include log and coal burning stoves and open fires, even if they are not normally in use, but does not include gas and oil boilers. If an open fireplace is purely decorative and not useable then it is not covered by the regulations. Gas is not a solid fuel and so there is no requirement to fit one near a gas boiler. It is still advisable as best practice however.

#### 4.6 Energy Performance Certificate ("EPC")

From the 1st of October 2008, Landlords in England & Wales must provide an Energy Performance Certificate to all new and prospective tenants. All properties being marketed for letting must have an EPC. The property cannot be marketed without one. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Office. You must provide us with an EPC when first giving us instructions or we can arrange an EPC on your behalf and at your expense.

#### 4.7 Legionella

There is a legal duty for landlords to assess and control the risk of exposure to legionella bacteria. Health and safety legislation requires that landlords carry out risk assessments for the Legionella bacteria which cause Legionnaires' Disease and thereafter maintain control measures to minimise the risk.

Legionella is a bacteria naturally found in both hot and cold water systems. Whilst the bacteria at low levels do not pose a health risk, under certain conditions, in water storage tanks for example, and in certain temperature ranges, the bacteria can multiply increasing the risk of Legionnaire's Disease. Risk increases in water systems that are unused for any period of time; making rental properties particularly vulnerable. Legionnaire's is a potentially fatal disease with flu-like symptoms often mistaken for pneumonia contracted by inhaling bacteria contained in water droplets.

It's recommended that a legionella risk assessment is carried out every two years to meet the legal duty in ensuring that the risk of exposure of tenants to legionella is properly assessed and controlled

### Schedule 5: General Terms

#### 5.1 Legalities

LE are not qualified to provide legal advice and cannot instigate any legal proceedings on behalf of the landlord nor represent the Landlord in any Court proceedings or legal action but may be required by the Courts to attend Court hearings in a support role to provide information relevant to the hearing. Applications for the assessment of 'fair rent' or market rent; preparation for, or appearances before the Rent Officer, Rent Assessment Committee; or any other Court or tribunal; will be by special arrangement and subject to an additional charge agreed with you in advance.

#### 5.2 Agent's obligations

Data Protection Act 1998: LE reserves the right to provide the landlord's and tenant's current and future contact details to each other and any utility company, local authority, contractor, debt collection agency and

any other interested party as deemed necessary by contract or statute. Police: LE reserve the right to enter into discussions with the Police, if required, at any time on the Landlord's behalf.

**Breach of tenancy:** to notify the Landlord as quickly as possible of any breach of the tenancy agreement by the tenant

#### 5.3 Serving Notices on tenants

If the Landlord requires LE to serve notices on the tenant or guarantor which terminate or fundamentally alter or affect the terms of a tenancy, the Landlord must instruct LE to do this in writing in advance. All notices served on the tenant will be hand delivered to the tenant or to the property or sent to the property by Royal Mail (unless otherwise agreed beforehand) and the landlord must allow at least three working days for delivery (For Let Only landlord a fee is applicable of £240 inc VAT).

#### 5.4 Sub Agents

At their discretion, LE reserves the right to instruct sub-agents (including giving them access to keys to the property) to market the property to attract prospective tenants. This will not affect the status of the Terms and Conditions with us in any way nor will it attract any extra fees. LE will remain liable for any and all activities of that sub-agent along with any fee due to them and all negotiations would be conducted through us.

#### 5.5 Contractors

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 contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses (unless it is proven that the tenant is to be responsible for the costs) and that they, not we, owe you a liability for the quality of their work. Where possible, we will endeavour to instruct your preferred contractors (subject to them providing us with proof of appropriate qualifications and insurance protections) but cannot guarantee to always do so, particularly in an emergency. We will ensure that any contractor instructed by us on your behalf will be appropriately qualified and insured to carry out the work instructed. We cannot accept responsibility for any loss or damage caused by the neglect or default of any contractor, regardless of who instructed them. It is agreed that we may take payment for these costs from rent or from any other monies held by us that is due to you.

#### 5.6 Availability of the property

If the property becomes unavailable at any time for whatever reason (including if you accept an offer on the property from another Agent), you must inform us immediately and to provide us with instructions as to whether the property is to be withdrawn from the market or not. Should you agree a tenancy privately or via another Agent, you agree to disclose the identity of the tenant to us prior to the tenancy commencing.

#### 5.7 New build properties

Where the property is newly built and there are warranties in place from the developer/builder, the landlord must give LE full contact details of the warranty providers along with full details of the warranty. In the event of a repair being required under the terms of a warranty, LE's role will be limited to only arranging access to the property subject to agreement with the tenant. LE is not able to provide advice or opinions on works required and will not directly instruct any works to be carried out under any warranty. Upon a warranty provider confirming to LE that the repairs have been completed, LE will be available to visually inspect the works to confirm they have been completed to a standard that LE deem satisfactory.

#### 5.8 Telephone lines

The landlord agrees to allow the occupier/tenant to arrange for the installation, connection and supply of telephone, broadband, cable television or satellite television facilities at the property, in the tenants' own name and at the tenants' own expense.

#### 5.9 Housing Benefit/Local Housing Allowance

Where the landlord accepts a tenant who is in receipt of State funded Housing Benefit, LE will not accept any direct payment from the Housing Benefit Dept at any time (In signing a payment from Housing Benefit Dept by Landlord or agent, agrees to pay any housing benefit which has been overpaid).

#### 5.10 To Let board

LE may arrange for a To Let board to be erected at or on the property in accordance with local legislation and/or property covenants.

### 6.11 Deposit

Unless otherwise agreed, LE will require the tenant to pay a deposit before the commencement of the tenancy. The deposit amount is normally equal to five (5) weeks rent, rising to six week's rent when the annual rent is in excess of £50,000 and is required to ensure the tenant fulfils his/her obligations under the terms of the tenancy agreement. LE will hold the deposit during the tenancy as Stakeholder in a designated Client Account and may retain any interest accrued.

The Landlord is entitled to recourse to the deposit at the end of the tenancy (in accordance with the Tenancy Deposit Scheme if the tenancy is an Assured Shorthold) to cover any outstanding rent, any dilapidations/cleaning or damage to the property caused due to the actions (or in-actions), neglect or failures of the tenant.

If the landlord decide(s) to hold the deposit themselves in relation to an Assured Shorthold Tenancy, we will transfer it to you within 5 days of receiving it. The landlord must have a registered account with another Tenancy Deposit Protection Scheme prior to tenancy start date and ensure the deposit is protected within a further 25 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against the Landlord in the County Court. The Court can make an order stating that the landlord must pay the deposit back to the tenant or lodge it with the custodial scheme which is known as the Deposit Protection Service. In addition a further order will be made requiring the landlord to pay compensation to the tenant of between one and three times the amount of the Deposit.

If a landlord fails to meet the initial requirement to protect the deposit, no Section 21 Notice can be served until either the landlord returns the deposit to the tenant in full or with such deductions as the tenant agrees; or if the tenant has taken proceedings against the landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit).

If a landlord fails to serve Prescribed Information, (s)he cannot serve a Section 21 Notice until the Prescribed Information has been served – but this can be more than 30 days after receiving the deposit. This will not prevent a tenant from issuing proceedings for late provision of the prescribed information and seeking a penalty award.

Tenants can make an application to a county court for a penalty award even where the tenancy has ended, and can do so for up to six years.

LE has no liability for any loss suffered if the landlord fails to comply.

### 6.12 My deposit Scheme

Tenancy Deposit Scheme Housing (Tenancy Deposits) (Prescribed Information) Order 2007

The Agent is a member of the Tenancy Deposit Solutions Limited, trading as my deposits.

**Registered office:** Third Floor, Kingmaker House, Station Road, Barnet, Herts EN5 1NZ.

Phone: 0844 980 0290  
Web: [www.mydeposits.co.uk](http://www.mydeposits.co.uk)  
Fax: 0845 634 3403  
Email: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)

If we are/ the Agent is instructed by you/the Landlord to hold the Deposit, we/ the Agent shall do so under the terms of the Mydeposit Scheme

The Agent holds tenancy deposits as Stakeholder (if not already specified with the Tenancy Agreement).

At the end of the tenancy, if there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the deposit according to the conditions of the Tenancy Agreement with the landlord and the tenant. Payment of the deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the landlord and the tenant over the allocation of the Deposit it will be submitted to the alternative dispute resolution service (ADR).

ADR is an alternative method of resolving disputes to the traditional option of going to Court. My deposits provides an ADR service to resolve Deposit Disputes over the return of the deposit and actively encourages its use as a method of Deposit Dispute resolution . Both parties must agree to its use.

The Adjudication is completely evidence based; it is not mediation, arbitration or counselling and neither party is required to meet the Adjudicator. We/the Agent/Landlord must provide evidence to justify the proposed deductions from the deposit.

The Adjudicator will analyse the evidence submitted and make a binding decision as to how the deposit should be distributed.

There is no obligation to use ADR but it is available to Agent and Landlord at no additional cost and is designed to allow easy and quicker access to a resolution of the deposit dispute than going to Court. Whilst the dispute case is being determined,

we/the Agent/Landlord must lodge the Disputed Deposit amount with my deposits for safekeeping. My deposits will distribute the money once a decision is made.

It is not compulsory for the parties to refer the ADR. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ADR for adjudication. If the parties do agree that the dispute should be resolved by the ADR, they must accept the decision of the ADR as final and binding.

If there is a dispute, the tenant must notify my deposit of a dispute online or by post within three months from the date they vacate the property.

The tenant has 10 working days to submit evidence supporting their claim from notification date. My deposits will send us/the Agent a letter notifying us of the tenant's dispute within 10 working days. Within 10 working days of receiving our letter we/the Agent must send them the entire disputed deposit amount. It is a legal requirement for my deposits to hold the disputed deposit amount in their segregated client money account until the dispute has been resolved. We/the Agent must also return any undisputed deposit money to your tenant.

We/the Agent and Landlord then have 20 working days to submit all the evidence that supports the claim to withholding the deposit. The evidence can be sent via online or by post. Both our/the Agent and the tenant's evidence is submitted to the adjudicator.

Following the decision my deposit will distribute the disputed amount within 10 days. The entire dispute resolution service should not exceed 60 days.

If ADR is not agreed to by both parties then the dispute will have to be resolved through the Courts.

### Incorrect 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 incorrect information to the Agent 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 losses suffered.

### 6.13 Mail redirection

Neither LE nor tenants are obligated to forward any post addressed to the Landlord that is delivered to the property. It will remain the Landlord's responsibility to put in place (and pay for) a Royal Mail redirection service.

### 6.14 Acts of third parties

LE will not be responsible for any loss, claim or damage suffered by the Landlord due to the action, default or negligence of any third party which may arise unless it is proven to be as a direct result of any negligence or inaction on the part of LE.

**6.15 Rent Guarantee Insurance (including Legal Expenses cover)**

LE are able to provide the landlord (at separate cost – see page 3 with insurance backed protection to help recover unpaid rent during a tenancy and Legal Expenses involved in pursuing the tenant for vacant possession of the property where the tenant has failed to pay the rent if required. LE will arrange this protection upon the Landlord’s instruction via an appropriate provider at LE’s discretion and subject to agreeing the cost to the landlord in advance. The cost of the insurance will be deducted in full for the term of the insurance selected, in advance, from rent received on behalf of the landlord or other monies held by LE due to the landlord. Please contact LE for further information, including the terms and conditions.

**6.16 Sale of the Property**

If the Tenant purchases the property from the Landlord, it is agreed that we will be entitled to a sales commission of 1.5% of the sale price achieved, this sum becoming due upon exchange of contracts and payable to us within 14 days of completion.

**6.17 Complaints Procedure**

Should you experience problems with any of our services which you are unable to resolve with the staff member involved or with the branch/departmental manager, you should, in the first instance, write to the director for the area/department concerned. This complaint will be acknowledged within 03 working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the owners of Land Estates Limited. The same time limits will apply. Following the owner’s investigation, a written statement expressing their final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

**6.18 Terminating, withdrawing from or altering the terms of this agreement**

This agreement has a minimum term of 12 (twelve) months starting from the commencement date of each new (or each replacement) tenancy. Notice to terminate this agreement by the Landlord may not be served during this initial 12 months.

**Property vacant:** Where the property is not let (i.e. before a tenancy commences or between tenancies where the property is vacant and no proposed tenancy has been entered into), either party may terminate this agreement with immediate effect.

**Withdrawing:** Where the Landlord agrees to a proposed tenancy but subsequently withdraws before a tenancy agreement has been entered into, a minimum fee of 9.6% (inc. vat) of the annual will become due to LE.

**Property Let:** Where the property is let (i.e. during a tenancy or after a tenancy agreement has been entered into by the Landlord), the Landlord may terminate this agreement, at any time following the end of an initial 12 month minimum tenancy, by providing LE with three (03) months written notice.

**Notice served to end during: Fee equal to:  
month 12 to month 24 – 9.6% (Inc. vat) of the annual rent  
24 months + - No Fee**

The fee period will commence on the date the notice is served. The charge is payable in full on or by the last day of the three month notice period. LE will cease any and all activities on your behalf on the last day of the notice period.

LE may terminate this agreement at any time by providing the Landlord with three (03) months written notice.

Should there be a legitimate and enforceable breach of the terms of this agreement by LE, the Landlord may terminate this agreement with no further fees payable but any fees already paid will not be refunded.

**Alterations:** LE reserve the right to alter any of the terms of this agreement subject to three (03) months notice to the Landlord. All proposed alterations are to be submitted to the Landlord in writing.

# Property Information

In order for LE to manage your property effectively please provide the following information in as much detail as possible.

**Utility suppliers:**

	Name of provider	Account Number	Meter Location
Gas			
Electric			
Water			
Council Tax			
Water stopcock			
Electricity fusebox			

**Domestic Appliances:**

	Make and Model	Age (approx)	Warranty or service cover details	Warranty expiry
Boiler/Central Heating system				
Fridge/Freezer				
Washing Machine / Tumble Dryer				
Dish washer				
House Alarm				

We would also strongly recommend that you leave a folder in the property containing general information and instructions for appliance use.

Is the property: Freehold  Leasehold  If the property is Leasehold, please complete the following:

	Name	Address	Telephone /Email
Managing Agent			
Superior Landlords			
Deposit Protection Scheme <b>(Let Only)</b>			

On occasions when you are unavailable (eg: on holiday or abroad), please provide an additional contact details of whom we can be contacted on your behalf.

**Clauses or further information** (Please use this box to inform us of any clauses that you would like to form part of the tenancy agreement.)

1.
2.
3.
4.
5.
6.
7.
8.

Name: ..... Emergency contact number: .....

# Non Disclosure Agreement

Client Name:

The Recipient undertakes not to use the confidential information for any purpose without first obtaining the written agreement of the Discloser.

The agreed fee in your Terms and Conditions with Land Estates is confidential and may be legally privileged. It is intended solely for the addressee and anyone else is unauthorised.

This information may not be shared with anyone else, other than the named addressee on the form. Any disclosure or any action taken is prohibited and may be unlawful.

The recipient acknowledges and understands that the bespoke agreement is confidential and shall not be shared with any third party.

Print Name: .....

Signature: .....

Date: .....

Print Name: .....

Signature: .....

Date: .....



# Appendix 1: Notice of the Right to Cancel

If this agreement is signed in your own home or place of work in the presence of a representative of the agency with whom you are making the contract and you are a "consumer" then you have a right to cancel the contract within seven days of signing under the 'Cancellation of Contracts Made in a Consumer's Home or Place of Work Regs 2008'.

A "consumer" is defined as "a natural being and the matter to which this contract refers is not their trade or business". These Regulations are therefore unlikely to apply to an investor landlord.

This right to cancel means that if you are a consumer, we will not commence marketing the Property until the end of the cancellation period nor incur costs on your behalf during that time.

You have two choices: Either sign the first clause shown below instructing us to commence marketing on your behalf and waiving your rights **OR** retain the bottom part of this Notice in case you wish to cancel within the next seven days.

The name of the trader is: **Land Estates Ltd**

Our Property address is:

## Option 1

I/We **DO** wish the performance of this contract to commence before the expiration of the cancellation period under the 'Cancellation of Contracts Made In a Consumer's Home or Place or Work Regs (2008)'. I/We understand that if we wish performance to occur before the end of the cancellation period then I/we will be liable for reasonable fees & costs incurred during the cancellation period in the event that I/we subsequently cancel the contract

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Option 2

I/We **DO NOT** wish the performance of this contract to commence before the expiration of the cancellation period under the 'Cancellation of Contracts Made In a Consumer's Home or Place or Work Regs (2008)'.

If you do not want performance of the contract prior to the finish of the cancellation period you have a right to cancel this contract by delivering or sending (including by electronic mail) a notification of cancellation to the person named below within 14 days of receiving this notice.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Your cancellation notice should be sent to:

Name: **Land Estates Ltd, 6 Market Street, Dartford, DA1 4RZ**

Email: **info@landestate.co.uk**

The notice of cancellation is deemed to have been served as soon as it is posted or emailed. You may use the cancellation form below if you so wish. By signing this agreement you accept that we are entitled to recoup any costs incurred during the seven days from the service of this notice upon you if you do cancel the contract.

## Cancellation Notice

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

To: **Land Estates Ltd, 6 Market Street, Dartford, DA1 4RZ**

Email: **info@landestate.co.uk**

I/We (*delete as appropriate*) give hereby notice that I/we (*delete as appropriate*) wish to cancel my/our (*delete as appropriate*) contract for the letting of Property Address \_\_\_\_\_

Name and address: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Do not sign this Agreement in the two places indicated above unless you agree to the terms above.**