



VILLAGE ESTATES

• EST.1993 •

Terms of Business V422

Village Estates Lettings Ltd
91 Main Road,
Sidcup,
Kent,
DA14 6ND
020 3985 4985

WWW.VILLAGE-ESTATES.COM

Letting Service Options & Description of services included	Let Only	Silver	Gold
<ul style="list-style-type: none"> Premium property marketing (www.village-estates.com, Rightmove, Zoopla, On The Market, plus more) Video tours included free of charge 	Yes	Yes	Yes
<ul style="list-style-type: none"> 24/7 access to our online portal (which will continue to provide tenancy reminders for all landlords) 	Yes	Yes	Yes
<ul style="list-style-type: none"> Tenant referencing (High quality referencing by market leaders Homelet) 	Yes	Yes	Yes
<ul style="list-style-type: none"> Accompanied viewings 	Yes	Yes	Yes
<ul style="list-style-type: none"> Contacting local council to inform them of the change of occupier 	Yes	Yes	Yes
<ul style="list-style-type: none"> Registration of deposit & extension with TDS 	Yes**	Yes	Yes**
<ul style="list-style-type: none"> Contacting utility companies to inform them of the change of occupier 	Yes	Yes	Yes
<ul style="list-style-type: none"> Process Checkout Reports 	Yes	Yes	Yes
<ul style="list-style-type: none"> Collection of deposit and rent prior to tenants moving in 	Yes	Yes	Yes
<ul style="list-style-type: none"> Ingoing and outgoing inventory and schedule of conditions 	Yes**	Yes**	Yes**
<ul style="list-style-type: none"> Receiving and transferring your monthly rent in a timely manner 	No	Yes	Yes
<ul style="list-style-type: none"> Chasing of rent if the tenant was to fall into arrears 	No	Yes	Yes
<ul style="list-style-type: none"> Six monthly property inspections (a full report will be compiled and sent to you with pictures) 	Yes**	Yes**	Yes
<ul style="list-style-type: none"> Arranging maintenance quotes / repairs (we <u>do not</u> add anything to the quoted price by our contractors) 	No	No	Yes

**additional fee applies please see Page 4 for full details.

Rent Protection & Legal Expense Cover - Offered by Homelet

We are able to offer our landlords (let only or managed service) a rent protection insurance by the market leading referencing company Homelet. We feel they are the best company out there to offer our landlords a rent protection that **fully protects** you when you need it most. This is becoming an essential product for landlords now, even more so due to the Covid-19 pandemic so please **speak** to a member of the team for more information.

The policy is attached to the property not the tenant, so if your tenant changes throughout the policy, you will still be covered (so long as the tenants have had satisfactory referencing carried out and a new tenancy agreement is generated). The other key point to note is the fact the policy has a NIL excess which is quite unusual for rent protection policies. Which ensures you do not need to be more out of pocket by paying out an excess fee to receive your money!

We understand how difficult it can be when suddenly the rental income that you rely on/are used to suddenly stops. It is important to remember rent doesn't only stop when someone **won't pay** but also when they **can't pay** i.e. breakdown of marriage leaving one household income only, job redundancies, change in circumstances due to Covid-19 etc.

This valuable protection will ensure that you receive **the monthly rent payable for up to a maximum of fifteen months if your tenant defaults**. You can also benefit from our market-leading tenant references and up to **£100,000 of legal expenses**, including eviction costs.

We will be providing Homelet's Rent Recovery plus product covering the following benefits:

Monthly rent paid for up to a maximum value equivalent to **fifteen months**, which includes 2 months at 75% following Vacant Possession (where applicable) from the date of the first arrears.

- Available for a flat premium for monthly rental amounts up to £2,500 per month on a 12 month basis.
- Legal expenses up to £100,000 to cover eviction costs if the tenant is in breach of their tenancy agreement.
- Cover provided for breaches of the tenancy agreement by the tenant, including non-payment of rent and expired section 21 notices.
- No Covid-19 Restrictions
- Nil excess

Please refer to the next page for the pricing costs and payment options

Landlord Fees / Service Types – Please note: The first month's rent (which we collect from the tenants prior to move in) will be used towards your fees, only leaving the difference to be paid.

<i>Finder's Fee</i>	<i>Let Only</i> <u>4 weeks rent +VAT</u>	<i>Silver</i> <u>2 weeks rent +VAT</u>	<i>Gold</i> <u>2 weeks rent +VAT</u>
Management Fee (Monthly commission of rent paid)	(Not Applicable)	10% +VAT	12.5% +VAT
Additional services available			
Tenancy Agreement	£169.00 (£202.80 Inc. VAT)		
Deposit Registration & Extension with TDS	£69.00 (£82.80 Inc. VAT)		
Inventories & Inspections	(See table at bottom of page)		
Aborted Inventory Charge (we require 48hr notice to cancel)	£50.00 (£60.00 Inc. VAT)		
Gas Safety Certificate	£109.00 (£130.80 Inc. VAT)		
Gas Safety and Boiler Service	£209.00 (£250.80 Inc. VAT)		
Legionnaires Risk Assessment	£99.00 (£118.80 Inc. VAT)		
Energy Performance Certificate (EPC)	£125.00 (£150.00 Inc. VAT)		
Smoke/Carbon Monoxide Alarm	£45.00 (£54.00 Inc. VAT)		
Serving of Sections 8, 13 and 21 (free on gold service)	£125.00 (£150.00 Inc. VAT)		
Tenancy Agreement Renewals (Including Extensions)	1 weeks rent +VAT		
Court Attendance as witness (per hour, managed properties only)	£60.00 (£72.00 Inc. VAT)		
Aborted Administration Fee	£50.00 (£60.00 Inc. VAT)		
Termination of Management (three months written notice required)	Half a month's rent+VAT		
Electrical Inspection Condition Report (EICR) Valid for 5 years (Prices include testing of up to 8 circuits. Each additional circuit will be £20+vat)	£199.00 £238.80 inc. VAT - 1 Bed £209.00 £250.80 inc. VAT - 2 Bed £219.00 £262.80 inc. VAT - 3 Bed £229.00 £274.80 inc. VAT - 4 Bed		
12 Months' Rent Warranty Cover & Legal Protection (landlords who are on our Silver or Gold packages can split the cost equally over twelve months and we can deduct it monthly from the rent – at no extra cost)	£369.00 £442.80 Inc. VAT – 1 Bed £399.00 £478.80 Inc. VAT – 2 Bed £439.00 £526.80 Inc. VAT – 3 Bed £479.00 £574.80 Inc. VAT – 4 Bed £519.00 £622.80 Inc. VAT – 5 Bed		

Inventory and Periodical Inspections				All additional Rooms/Outbuildings are charged at £20 per room (£24 Inc. VAT)		
Number of Bedrooms	1	2	3	4	5	6+
Unfurnished	£175.00 (£210.00 Inc. VAT)	£195.00 (£234 Inc. VAT)	£215.00 (£258 Inc. VAT)	£235.00 (£282 Inc. VAT)	£250.00 (£300 Inc. VAT)	Properties with 6 beds or more will require a separate valuation. Please ask the agent for more information.
Check Out	£75.00 (£90 Inc. VAT)	£90.00 (£108 Inc. VAT)	£105 (£126 Inc. VAT)	£120.00 (£144 Inc. VAT)	£135.00 (£162 Inc. VAT)	
Periodical Inspections	£50 each (£60 Inc. VAT) or two when purchased together for £90 (£108 Inc. VAT)					

Contents

1.	DEFINITIONS	3
2.	GENERAL.....	3
2.1	General Authority.....	3
2.2	Consent for Letting	3
2.3	Instructions	3
2.4	Service Levels and Commissions	3
2.5	Landlord ID.....	3
2.6	Equality Act 2010.....	3
2.7	Correct Information.....	3
2.8	Change of Contact Details	3
2.9	Employment of Third Parties	3
2.10	Commission to the agent.....	4
2.11	Property Purchased by Introductions or Third Parties.....	4
2.12	Cancellation/Change of Appointment.....	4
2.13	Management takeover	4
2.14	Legal Disclaimer	4
2.15	Reimbursement and Compensation	4
2.16	The Property Ombudsman (TPO)	4
2.17	Behaviour Towards Staff.....	4
2.18	Data Protection Act	4
2.19	Force Majeure	4
2.20	VAT.....	4
3.1	Market Appraisal.....	4
3.2	Property Viewings	4
3.3	Advertising.....	4
3.4	Offers.....	5
4.	THE PROPERTY	5
4.1	Property Misdescription.....	5
4.2	Property Criteria.....	5
4.3	Energy Performance Certificate (EPC).....	5
4.4	Green Deal	5
4.5	Cleaning.....	5
4.6	Keys.....	5
4.7	Mail.....	5
4.8	Council Tax.....	5
4.9	Utility Services.....	5
4.10	Telecommunications/Television.....	5
4.11	Water Systems	5
4.12	Parking Permits	5
4.13	Waiting at Properties.....	5
5.	STANDARD PROCEDURES	6
5.1	Duty of Care.....	6
5.2	References	6
5.3	Housing Benefit.....	6
5.4	Tenancy Agreements	6
5.5	Statements	6
5.6	Rental Payments	6

	Advance Rent	6
5.8	Payment of Other Outgoings.....	6
5.9	Payment of Fee.....	6
5.10	Late Payment of Charges	6
5.11	Rent Arrears & Legal Proceedings.....	6
5.12	Money Laundering Regulation 2007.....	7
5.13	Interest on Clients Monies.....	7
5.14	Withdrawal from Agreement.....	7
5.15	Termination of Management	7
5.16	Assignment of Agreement	7
5.17	Changes to these Terms of Business.....	7
5.18	Customer Complaints Procedure	7
6.	RENT INSURANCE & LEGAL.....	7
6.1	Rent Warranty & Legal Protection	7
6.2	Insurance Claims	8
7.	LANDLORD OBLIGATIONS.....	8
7.2	Emergency Maintenance.....	8
7.3	Major Repairs & Refurbishment	8
7.4	Insurance	8
7.5	Tenancy Deposit Protection.....	8
7.6	Tenancy Deposit Scheme (TDS).....	8
7.7	Leasehold	9
7.8	Vacant Periods	9
7.9	Taxation	9
7.10	Non-Resident Landlord (NRL)	9
7.11	Tax Returns	9
7.12	Flood and Water Management Act 2010	9
7.13	Safety Regulations	9
7.14	Gas Safety (Installation and Use) Regulations 1998	9
7.15	Furniture and Furnishings (Fire) (Safety) Regulations 1988 (Amended 1989 and 1993).....	9
7.16	The Electrical Equipment (Safety Regulations) 1994	9
7.17	Health and Safety	10
7.18	Legionella and Landlords Responsibilities.....	10
7.19	Smoke Alarms and Carbon Monoxide Alarms	10
7.20	Houses in Multiple Occupation (HMO) – Housing Act 2004	10
7.23	Domestic Appliances	10
8.	PROPERTY INSPECTIONS.....	10
8.2	Check In	11
8.3	Check Out	11
8.4	Periodic Inspection	11
9.	END OF TENANCY	11
9.2	Renewal of Tenancy Agreement for Let Only Clients	11
9.3	Terminating the Tenancy Agreement & Service of Notice	11
9.4	End of Tenancy	12
9.5	Early Departure of Tenant	12
9.6	Debt Recovery.....	12

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 of £30 +VAT 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

'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 reason-able 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

'Landlord' means anyone owning an interest in the Property, whether Freehold or Lease- hold, including authorized Third Parties acting in the capacity of a Freeholder/Lease- holder 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

'Property Management' means the services carried out by our property management department.

'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 into 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.

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.

fulfils the contractual and statutory obligations as the Landlord.

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 course of the Tenancy, for introducing or organising, but not limited to, any of the following; insurance or warranty policies, safety inspections, property repairs 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 of 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% 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 where by the Agent has attended the Property as instructed to by the Landlord and where the appointment does not go ahead.

Where by 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 deemed to be deleted).

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

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.

2.16 The Property Ombudsman(TPO)

The Agent is registered under The Property Ombudsman (TPO) and as such aims to provide the highest standards of service to all its customers and in turn adhering to TPO Code of Practice. The Property Ombudsmen, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP12BP.

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 Data Protection Act / GDPR

We will process all personal information in accordance with The Data Protection Legislation and General Data Protection Regulation (GDPR). By agreeing to these terms of business you consent to Cockburn processing your personal data in relation to the let of the instructed property. This also informs us of your consent to share your personal data with third party companies to aid this transaction – which can include referencing companies, contractors, occupying tenants, merchant services, inventory/inspection clerks, photographers, EPC & floor plan suppliers. The Agent will only use confidential information if fees are not paid and the Agent wishes to refer the matter to a debt collector or solicitor; or if the Agent are specifically required by law to pass it to a Government Agency.

If you have any queries about the handling or protection of your personal data or if you would prefer us not to use your information in this way please contact; The Data Protection Officer, Village Estates Lettings, 91 Main Road, Sidcup, Kent, DA14 6ND.

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 171 0426 42.

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 market place, such as a comparable.

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

(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 prospective Tenant, on the Landlord behalf and will seek the Landlord approval before entering into a contract with the prospective Tenant.

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

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 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 served 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.

4.4 Green Deal

The Landlord should provide us with full details upon agreeing to these Terms of Business if the Property is subject to a Green Deal Loan. These details will then be made available to any prospective 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.

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 Agent's 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 where 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.*

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. 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.

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 insists 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's 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's reliance on the reference report is entirely at the Landlord's own risk. References are only accurate on the day they are taken and the Agent accepts no liability for changes in the Tenant's 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 benefits 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 Agent's 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). Tenants 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 review, prior to commencement of the Tenancy and upon request.

5.5 Statements

All monthly statements and invoices will be sent by e-mail unless otherwise requested. 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's 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 fails to pay their contractual rent. The Agent will however, take such action on the Landlord's behalf and as is appropriate to recover rent arrears if the Agent is instructed to receive rent on the Landlord's 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 Warranty 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 Client Monies

CMP is a standalone Membership scheme designed to protect the client money held by its property agent Members. The Members', clients are therefore protected in the event that the Member misappropriates the client money held in the course of running their business and the clients are able to raise a claim for compensation with CMP. CMP provides a 'financial guarantee' to pay claims when one of its Members misappropriates the client monies. CMP insures its liability to meet this guarantee with an 'A' rated global insurer authorised and regulated by the Financial Conduct Authority in the UK. All client monies are managed by CIO Asset Management Limited at arm's length from the Agent to afford even further protection to its clients. CIO Asset Management Limited have CMP protection, a copy of which is available on request and is displayed in the Agent's office.

5.8 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).

5.9 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. A one off '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.

5.10 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.

5.11 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.

5.12 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.

5.13 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).

5.14 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.

5.15 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 or an Applicant has proceeded with references, the Landlord will be liable for reimbursement of the Applicants Administration & Referencing Fee.

5.16 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 half a 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.

5.17 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.

5.18 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.

5.19 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 Ombudsmen, 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 complaints procedure, please speak to the Agent.

6. RENT INSURANCE & LEGAL

6.1 Rent Warranty & Legal Protection

The Agent can introduce FSA regulated products such as Rent Warranty from a network of insurance companies. Please note: The Agent may act as

an 'Introducer Only' under FSA Regulations. As an Introducer, the Agent cannot be held responsible should there be any delay in the receiving of rent or costs incurred arising from the claim or policy.

The Agents' obligation to the Landlord is that in the event that there are any defaults in the payment of the rent (as set out in the Tenancy Agreement) by the Tenant/Guarantor within 12 months of the start of the Tenancy (being the date upon which the Tenancy Agreement is stated to commence, as set out in the Tenancy Agreement and provided that the Tenancy commencement is within 60 days of successful references being given, if the reference was before the Tenancy commencement date), the Agent will pay to the Landlord the rent monthly, in arrears, up to a maximum of the rent amount as set out in the Tenancy Agreement, per calendar month, until vacant possession has been gained. The monthly rent payment will be subject to the Agent receiving the rent from the insurer in cleared funds.

Payments will be made subject to any deductions agreed in these Terms of Business. Deductions will also be made for any outstanding charges due from the Landlord.

In the event of payments being made under this Warranty, all rights of the Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient). By agreeing to these Terms of Business the Landlord confirms and agrees to the same. Recovery of rents paid out shall be at the sole discretion of the Agent.

Should the Landlord receive any funds from any Tenant/Guarantor after any date of default which results in the Agent having to pay any monies to the Landlord under the terms of this Warranty, the Landlord shall immediately notify the Agent of such receipt and shall forward such funds (up to the amount paid by the Agent) to the Agent immediately on receipt of the same.

In addition to rental income being protected, the legal, eviction and repossession costs will also be covered up to the amount of £50,000; however this does not include any allowance for dilapidations or if a Tenant vacates the Property earlier than the end of the Tenancy without the Landlord Agreement. The Policy does not cover any counter claim made by the Tenant against the Landlord. If the Agent becomes involved in processing a claim under the Rent Warranty product, an 'administration fee' will apply.

This Warranty can form part of any service offered by the Agent. Once requested and all necessary Agent fees have been paid, the Landlord will receive immediate and automatic protection upon the start of the Tenancy Agreement and will remain in place for a maximum of 12 months or until renewed. The Rent Warranty product will only be applied to the Property for which the Tenant references were carried out (the Property address will be located on the Rent Warranty Certificate). The Landlord should request an additional Rent Warranty service for any additional Tenancies if required.

See the Letting Service Options for full details of related costs.

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 signing and returning 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 £300 +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 £300 +VAT the Agent will, except in situations the Agent view as an emergency, endeavour to contact the Landlord to obtain the Landlord authorization 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 work 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 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 £15 + 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 is able to arrange quotes for major redecoration or repairs. 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. An 'hourly rate' 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 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.

We offer comprehensive insurance cover to 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 £45+ 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 £45.00 + VAT to renew the deposit under the TDS, 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 TDS (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 to 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 Tenancy Deposit Scheme (TDS)

The Agent are members of The Tenancy Deposit Scheme (TDS), operated by The Dispute Service Ltd, 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.

Where by 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. The Dispute Service Ltd. PO Box 1255 Hemel Hempstead, Herts. HP1 9GN Telephone: 0845 226 7837 The Agent: www.thedisputeservice.co.uk Email: deposits@tds.gb.com

Should the Agent become involved in any negotiations other than a straight forward refund to either party, there will be an additional charge of £50+VAT. This charge will be deducted from the deposit and paid to the Agent upon resolution, whether or not resolved through the TDS. 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.

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' tax returns. For more information, please contact 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 and 1993)

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) 1994

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) 1994 and the Consumer Protection Act 1987 is a criminal offence. In order to comply with these regulations, it is highly recommended that an NICEIC (National Inspection Council for Electrical Installation Contracting) test is carried out at the property. A NICEIC test can last up to 10 years, although it is prudent to have all fixed wiring tested more regularly.

By agreeing to 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) 1994 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

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 the following rules regarding working Smoke and Carbon Monoxide alarms. In addition, all tenancies that started on or after the 1st October 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 solid fuel. Solid fuel means wood or coal, open fires, but does not apply to gas or oil. 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/>

7.20 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.

7.21 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 authorization 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.

7.22 Internal Blinds - European Safety Standards

New European 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.

If we are managing the property we will check all blinds and curtains on a management visit and if necessary arrange for the relevant safety feature to be fitted at the Landlord's expense. If we are not managing the Property 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.

7.23 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. 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 Agent's 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 Landlord's 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 £50 + VAT 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. A fee of £50 +VAT 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 month's 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 1 weeks 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. 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 weeks 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 £125 +VAT 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 5pm. 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 being provided by the Agent. Tenant's are not required to give notice of their intention to release possession of the Property unless a Statutory Periodic Agreement has become effective. If this is the case, 1 months' notice in writing, from the next rent due date will be required from the Tenant. Landlord are required to serve 2 months' notice in writing, from the next rent due date (provided the rent is demanded monthly).

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 arose 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.

Landlord(s) Authorisation

I/we have read, understood and agree to these Terms of Business.

Agent Authorisation

Trading Name: Village Estates Lettings Ltd

Company Registration... 08605349.....

Trading Address: 91 Main Road, Sidcup, Kent, DA14 6ND

Telephone: 020 3985 4985

We have read, understood and agree to these Terms of Business.

Right to Cancel

If you are a consumer client and this contract was 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, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Village Estates, 91 Main Road, Sidcup, Kent, DA14 6ND, or emailing us at village@village-lettings.co.uk. 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.

We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. By ticking to agree to our terms of business you are also agreeing that we can begin immediate marketing of the property.

If you are not happy for us to immediately market your property, then please do not tick to agree to these terms of business and please contact a member of our team on 020 3985 4985. To exercise the right to cancel please print off this model cancellation form

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 in line 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 performed and the agreed agency fee would be due, notwithstanding that cancellation took place.

To exercise your right to cancel please print off and fill in this model cancellation form and send it to us within 14 days from the day this contract was agreed.

10. Cancellation Notice

To:

I/We hereby give notice that I/we cancel the contract for the supply of estate agency services that was agreed on In relation my/our property;

I/We understand that I/we may be liable for the expenses/fees, as outlined within the terms of business I/we signed.

Landlord(s)

Name(s)

Landlord(s)

Address

Signed Date:

Signed Date:

11. Landlord Checklist

The following list has been designed to help our Landlords review and ensure that all aspects of the business of letting your Property have been covered. Please check as appropriate and should you require any assistance you can obtain free advice from the Agent

Property Address		
	Completed	Need to do
Ensure the utility companies, service providers and council tax details, have been supplied on the "Client Information Table"		
Provide a full inventory of the condition of the Property, including any furniture (where this service is not being provided by the Agent)		
Ensure there is a working telephone line at the Property		
Ensure the garden is in an acceptable condition (would you accept it back the same?)		
Ensure the Property is clean, including windows and kitchen appliances		
Provide full sets of keys, one for each Tenant(s) and one for the Agent		
Copy of Insurance details provided to Agent		
Copy of Consent to let from Mortgage Provider provided to Agent		
Copy of Head Lease provided to Agent		
Copy of Permission to let from Freeholder provided to Agent		
Remove all personal belongings from the Property, prior to the Tenancy		
Arrange Building and Contents Insurance through a Landlord policy provider		
Ensure smoke and carbon monoxide alarms have been fitted (One per floor)		
Check that any furniture complies with the appropriate regulations		
Organise the following:	Gas Safety Inspection (GSC)	
	Portable Appliance Test (PAT)	
	Electrical Installation Inspection	
	Energy Performance Certificate (EPC)	
Ensure neighbours are aware of the 'Let' and provide the Agent details for emergencies		
Consider the effect's this additional income may have on your tax affairs		
Apply for your Tax Exemption Certificate (applied to non UK residents only)		
Redirect all personal post		
Notify the following:	Mortgage Lender	
	Insurance Provider	
	Freeholder/Managing Company	



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Terms of Business V421

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020 3985 4985

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