



**WWW.SINTONANDREWS.COM**

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Ealing, London W5 2AA  
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020 8579 9153

**TERMS and CONDITIONS**  
("the Agreement")

**IMPORTANT**  
**The letting and/or management of your Premises cannot proceed until this document has been signed, dated and returned to us.**

**Between**

**Agent (Trading As):**

Name: **Sinton Andrews Lettings Ltd**  
Address: **8 Springbridge Road  
Ealing, London W5 2AA**

And

**Landlord (s):**

Name: .....

Address: .....

.....

.....

**("the Premises")**

Premises Address: .....

.....

.....

Initials \_\_\_\_\_

PainSmith Solicitors August 2015

**Sinton Andrews Lettings Ltd**  
Registered in England No. 5689480. Registered Office as above  
E-mail: [lettings@sintonandrews.com](mailto:lettings@sintonandrews.com)  
VAT No. 872871977



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## Definitions

1. In this Agreement the following Definitions and Interpretations apply:
  - a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
  - b. "Agent" "we" or "us" means the Agent trading from the Registered Office Address as described in the Summary Schedule.
  - c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
  - d. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
  - e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
  - f. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
  - g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
  - h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
  - i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
  - j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
  - k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
  - l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
  - m. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant.
  - n. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.
  - o. "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
  - p. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
  - q. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
  - r. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
  - s. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - t. "Agreement" means this Terms of Business signed between the Agent and the Landlord
  - u. "Member" means the Agent who is a member of the Tenancy Deposit Scheme.

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- v. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- w. "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007
- x. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.
- y. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

**Jurisdiction and Service**

- 2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
- 3. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be Sinton Andrews Lettings Ltd, 8 Spring Bridge Road, Ealing, London W5 2AA.

**Service Information**

- 4. We trade as a Limited company registered at Companies House (Reg No: 5689480).
- 5. Our VAT number is 872871977.
- 6. We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)). Our registration number is N00922.
- 7. We are members of the Association of Letting Agents and subscribe to the code of conduct of that organisation.

**Acts of Third Parties**

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

**Termination**

- 10. Either party has the right to terminate this Agreement in writing:
  - a. upon the Occupier's vacation of the Premises;
  - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
  - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
  - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.

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11. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

#### **Assignment**

12. We reserve the right to assign our rights and or obligations under this Agreement upon giving you three months' written notice.

#### **Data Protection Act 1998**

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

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

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

#### **Money Laundering**

15. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

##### List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

##### List B: Proof of Residence

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

If you are a public limited company 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 need proof of identity and residence of one of the directors of the Company.

#### **16. Variation**

The Terms of Business may only be varied if agreed between the Landlord and the Agent and confirmed in writing by both parties.

Initials \_\_\_\_\_

## Schedule 1: Fees and Commissions

The Landlord should read the Terms of Business carefully and in particular this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

### Let Only Commission

1. You are responsible for paying our Commission **at the rate of 12% including VAT (10% plus VAT)** when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
  - a. a viewing conducted by us;
  - b. sight of any marketing or advertising material produced by us or by our instructions; or
  - c. by way of an introduction from an existing occupier for which we have previously charged a commission

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction.

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

### VAT

2. Commission is chargeable including VAT at the prevailing rate (currently 20%). All fees contained within this Agreement are shown **inclusive** of VAT.

### Basic Renewal Commission

3. You will have to pay us a Commission at the Let Only Commission Percentage of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf (the "Renewal Commission").

After the initial fixed term we will charge Renewal Commission if the Tenancy is renewed whether or not we are instructed to act for the Landlord if the Tenant remains in occupation.

### Rent Collection Service

4. If we are instructed to collect the rent for the Premises you will have to pay us a Rent Collection Commission Percentage **being 14.4% including VAT (12% plus VAT)** of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Let Only Commission percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

### Management Service

5. If we are instructed to manage the Premises you will have to pay us a Full Management Commission Percentage **being 18% including VAT (15% plus VAT)** of

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the gross Rent premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to manage are terminated our Commission remains payable at the Let Only Commission Percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

#### **Commission Due**

6. Our Commission payment will become due at the agreed start date of the Occupation Agreement and we will invoice you accordingly/take payment from the monies paid by the Occupier of the Premises until our Commission and any other fees and disbursements have been paid/divide our Commission into equal amounts and take them from the payments made by the Occupier at the intervals agreed in the Occupation Agreement. Our other fees and disbursements will be taken in full from payments made by the Occupier.

#### **Sales Commission**

7. We do not charge sales commission if the Tenant purchases the Premises from the Landlord; or if the Landlord sells to a third party.

#### **Additional Services**

8. The following Services are in addition to the above and form the subject of an additional charge.
  - a. Preparation of an Inventory and Schedule of Condition on behalf of the Landlord by an inventory clerk will depend on the size and style of the Premises. Estimates will be given upon request. The cost of the preparation of the Inventory is borne by the Landlord. The landlord will also bear the cost of both the Check In and Check Out.
  - b. Visits during a void period using our caretaking service will be £50.00 including VAT for one visit each week during office hours.
  - c. The administration fee for membership of the Tenancy Deposit Scheme ("TDS") is £75.00 including VAT paid annually in advance.
  - d. Preparation of documentation for County Court proceedings or TDS adjudication will be £200.00 including VAT.
  - e. A £50 including VAT fee payable for each prospective Tenant and or guarantor for administration, referencing and Anti Money Laundering check purposes.

#### **Joint and Several Liability**

9. If the Landlord forms more than one person all persons forming the Landlord are liable for our Fees, Commission and Disbursements until all outstanding sums are paid in full; and each person forming the Landlord is liable for payment of all Fees, Commission and Disbursements until all outstanding sums are paid in full.

#### **Sub Agency**

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

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## Schedule 2: Agent Obligations

1. When we are instructed to let the Premises we will do the following:
  - a. We will visit the Premises to view them and provide you with an indication of the current market Rent achievable.
  - b. We will market your Premises to inform suitable applicants of the availability of your Premises by erecting a To-Let board at the premises. You must advise us if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board.
  - c. As and when we have applicants interested in viewing your Premises, we will either accompany these people to your Premises with keys provided by you, or arrange a mutually convenient appointment for them and us to meet you at the Premises.
  - d. Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.
  
2. When an applicant shows an interest in your Premises, we will:
  - a. Provide them with a sample Tenancy Agreement;
  - b. Take up references upon each applicant whenever possible.
  - c. We use a reference agency who has informed us that they obtain a credit reference report checking the financial standing of the applicant, verify income and annual salary, contact the previous landlord (if appropriate) and contact the personal referee if applicable. If the applicant passes the referencing procedure the references will be forwarded to you for approval.
  - d. The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. We will check this information at the start of the Tenancy. We have no liability if the Landlord fails to do so.
  - e. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.
  - f. An Inventory and Schedule of Condition is essential for the proper conduct of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation. If you do not have an Inventory and Schedule of Condition you will not be able to prove the condition of the Premises at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory. If we manage the property, we will insist on an

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Independent Inventory and Schedule of Condition being carried out prior to the start of the Tenancy.

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

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

At the start of the Tenancy a check in of the Inventory will take place and a check out report of the Inventory and Schedule of Condition will be carried out at the end of the Tenancy.

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

For the Introduction and Rent Collection Service it will be your responsibility to notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your Premises. If you fail to do so the liability for the utilities may remain in your name.

- i. Arrange the cleaning of the Premises if instructed in writing.
- j. Collect the first month's Rent, together with the Deposit which is usually equivalent to five weeks' Rent, and ask Tenants to set up a standing order so that future Rent payments are made promptly direct to your bank account.
- k. Hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant. We will register the details of the Deposit and the two parties to the Tenancy Agreement with the TDS and serve the Prescribed Information. We will protect the deposit and serve the Prescribed Information within thirty days.

If we do not manage the premises and the Landlord wishes to hold the Deposit, we will pass the Deposit to the Landlord who must register it with a Tenancy Deposit Protection Scheme within thirty days of the Tenancy starting or the Deposit being taken whichever is the earlier. It will remain your responsibility to ensure that the Deposit is protected and the Prescribed Information served on the Tenant and any Relevant Person from time to time throughout the Tenancy. Under no circumstance do we accept

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liability for your failure to register the Deposit and serve the Prescribed Information for each tenancy.

- l. Request a minimum of one set of keys per Tenant due to move in and an extra set if we are to manage the Premises from the Landlord prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation and the Landlord will be charged accordingly.
- m. Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.
- n. If we manage the Premises we can serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy as shown under Renewals below. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.
- o. Arrange a check out of the Inventory at the end of the tenancy.
- p. Inform you that you must notify us of any change in your residency.
- q. Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.
- r. Notify you that it is not part of our normal function to forward the Client's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office.
- s. Advise that if you use the Letting Service or the Letting and Rent Collection Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Premises.
- t. Advise that if the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.

### 3. Renewal

The Landlord should be aware that renewal or continuation as a periodic Tenancy is subject to an additional Fee including VAT whether or not we as your Agent negotiate on your behalf.

We will do the following:

- a. Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent and advise you if a Rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing

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if you wish the Tenancy to be renewed, continue as a periodic Tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing and we manage the Property.

If you prefer to negotiate directly with the Tenant our Fees as shown at Section 1 continue to be payable.

- b. Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.
- c. Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.
- d. Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.
- e. Inform you that if the Tenant has a statutory periodic tenancy rather than agreeing a new fixed Term then the Rent can only be lawfully increased, in the absence of a written agreement by both parties, on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant has a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the First Tier Tribunal ("FTT"). This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter we can arrange for solicitors to act on your behalf. You will be responsible for their charges.
- f. When a tenancy is renewed or a statutory periodic tenancy arises the Deposit must continue to be properly protected in the relevant Scheme.
- g. If you prefer to negotiate any renewal personally our fees for the Letting Service will continue to be payable according to Schedule 1 above for the duration of the time the Tenant occupies the Premises.
- h. If you negotiate any renewal personally it will be your responsibility to ensure that the Deposit remains protected whether you have negotiated a new fixed term or on the arising of a statutory periodic tenancy. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with your statutory obligations to protect the Deposit.

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

1. In addition to the Letting Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent

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payments direct to us. Payments received will be sent to you immediately after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.

2. You agree to compensate us within 7 days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.
3. You should set up a facility with your bank to ensure payment of all regular outgoings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.
4. We cannot be held responsible if the Tenant fails to pay any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

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

1. In addition to the above Services we will do the following:
  - a. Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
  - b. Deal with day-to-day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this Agreement. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £300 including VAT. By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent or the fund mentioned below.
  - c. Retain from the first payment made by the Occupier after all our Commission, fees, costs and expenses have been paid the sum of £300 including VAT which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the Tenancy.
  - d. Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £300 including VAT except in an emergency which risks significant damage to your Premises or to the life of an individual where the

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amount is unlimited. You however remain liable for the payment of all invoices to tradesmen.

- e. Use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, will not be liable for any loss suffered.
  - f. Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds or the Tenant refuses access; unless the loss or damage is due to our negligence or breach of contract.
  - g. Try to visit the Premises approximately 3 times each year provided the Tenant grants access. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the Premises but enable us to note any visible lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.
  - h. Supervision of the Premises is not part of our management function when it is unoccupied. If you wish us to manage your Premises during a void period we will gladly do so subject to the charges specified in Schedule 1 which are payable in advance together with your written instructions. We will visit the Premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds, and you agree in writing to pay our administration fee as shown in Schedule 1.
  - i. Supervise, under certain circumstances, either the partial or total refurbishment of properties.
  - j. Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Premises. We do not meet contractors if we do not manage the Premises.
  - k. Endeavour to obtain a forwarding address to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
2. Either party may withdraw instructions to manage the Premises upon giving three months' written notice. However our fees for the Letting Service remain payable as specified in Schedule 1.

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

##### **Consent for Letting**

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement.

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You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

#### **Mortgage**

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

#### **Sub-letting**

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

#### **Insurance**

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

#### **Taxation**

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk) You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the

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rental income they have received, regardless of the country of residence of that landlord.

The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk](http://www.hmrc.gov.uk). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

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

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

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

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

#### **Water Rates**

8. You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Premises to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. We cannot be held liable if we do not manage the Premises; the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company. The water companies have now provided a website called LandlordsTAP for registration of the name and address of the current account holder for the water at the Premises. It is your responsibility to ensure the information is current to prevent any liability arising for yourself relating to water charges.

#### **Sub-Contractors**

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

#### **Housing Act 2004**

10. Due to this Act certain types of Premises may require a licence before they can be let. It is your responsibility to determine whether you need a licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or

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damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises are let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

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

**Indemnity**

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

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

### Assured Shorthold Tenancy Deposits

1. If a tenant pays a Deposit in connection with an assured shorthold tenancy (“AST”) the Deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme.
2. The landlord must give the Tenant and any Relevant Person ‘prescribed information’ about the Deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
3. We are a member of the Tenancy Deposit Scheme, which is a government-authorized tenancy deposit protection scheme, administered by:

#### **The Dispute Service Limited**

1 The Progression Centre  
42 Mark Road  
Hemel Hempsted  
HP2 7DW

Phone: 0300 037 1000

Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)

4. If we receive a Deposit for an AST on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme, unless you give us prior written instructions to the contrary before we receive the Deposit.
5. If you do not want us to protect the Deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose Deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the Deposit, and between one and three times the Deposit, if the Landlord (or someone acting on the Landlord’s behalf):
  - a. fails to give prescribed information within the Statutory Time Limit; or
  - b. fails to comply with the initial requirements of an authorised scheme within the Statutory Time Limit; or
  - c. notifies the Tenant or Relevant Person that the Deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme’s confirmation that the Deposit is protected.
6. If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold Deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the Deposit if those instructions conflict with the Scheme rules.
7. The Scheme rules are available to view and download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com). A very important point for you to bear in mind is that we must hold the Deposit as “stakeholder”. This means that we can only pay money from the Deposit if:
  - a. both the Landlord and the Tenant (and any Relevant Person) agree; or
  - b. the court orders us to do so; or
  - c. the Tenancy Deposit Scheme directs us to do so.

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### **During the Tenancy**

8. We will hold the Deposit as Stakeholder in our client account (separate from the money we use to run our business).
9. Interest earned on the Deposit will belong to the person entitled to it under the Tenancy Agreement.
10. If the Tenancy Deposit Scheme directs us to send the Deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the Deposit unless there is a dispute about how it is to be paid at the end of the Tenancy.

### **Where there is NO dispute about the Deposit at the end of the Tenancy**

11. At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the Deposit, or have already agreed with the Tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions if we manage the Premises].
12. Once you and the Tenant have agreed how the Deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the Deposit according as you and the Tenant have agreed, within 10 days of receiving written confirmation of agreement from both parties. We cannot pay until we have the Tenant's consent. If you have joint persons forming the Tenant, all of them must agree.

### **Where there IS a dispute about the Deposit at the end of the Tenancy**

13. You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the Tenancy ends.
14. A tenant can ask us to repay the Deposit at any time after the Tenancy has ended. You must agree to us releasing promptly any part of the Deposit that does not need to be held back to cover breaches of the Tenancy Agreement. We will take your instructions at the time regarding the amount to be withheld.
15. If the Tenant asks us to repay some or all of the Deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme of a dispute. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
16. If we protect a Deposit with the Scheme on your behalf, you hereby authorise us to pay to the Scheme as much of the Deposit as the Scheme requires us to send. We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
17. The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
18. If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.
19. Agents and landlords are permitted to refer a dispute about the Deposit to the Tenancy Deposit Scheme. If you or we refer a Deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to

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alternative dispute resolution. If there are joint persons forming the Tenant, all the joint persons must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the Tenant (or all joint persons forming the Tenant) do not agree to alternative dispute resolution, and do not agree to the Deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

20. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).
21. The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision; or (b) an order from the court that has become final; or (c) an agreement being reached between you and the Tenant.
22. If you order any work to be done at the Premises before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

#### **Where the Tenancy is not an AST**

23. The Deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a Member of the Scheme.
24. If a dispute arises you, we or the Tenant will contact the Scheme. Then:
  - a. the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
  - b. you, we and the Tenant must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
  - c. the parties will have to pay a fee of £600 including VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the Deposit plus VAT, whichever is the larger amount.
  - d. The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed Deposit to the Scheme.

#### **Joint Landlords**

25. If there is more than one person forming the Landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint persons forming the Landlord by acting on the instructions of any other joint person forming the Landlord. TDS does not accept directions from joint persons forming the Landlord to deal only with instructions agreed unanimously by joint persons. If you want all decisions to be made jointly, this is something that should be agreed between the persons forming the Landlord prior to requesting adjudication. It will then be a matter for the persons forming the Landlord to resolve among themselves if one or more of them have not complied with that agreement.

#### **Warranty**

26. The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If 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.

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## **Schedule 6: Deposit Handling (Landlord to Hold)**

1. If you/the Landlord decide(s) to hold the Deposit you must tell us before the Tenancy Agreement is signed. We will transfer it to you within seven days of receiving it in cleared funds. You must then register it with a tenancy deposit protection scheme within thirty days of the Deposit being received by us or by you if the Tenancy is an Assured Shorthold Tenancy ("AST").
2. If the Tenancy is an AST you must ensure that you comply with the rules of the relevant Scheme, including serving on the Tenant the Prescribed Information including any terms and conditions, leaflets or other information required to be given to the Tenant or Relevant Person.
3. If you fail to protect the Deposit within the statutory time frames the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme ("DPS"). In addition a further order will be made requiring you to pay compensation to the Tenant of an amount between one and three times the Deposit the sum being up to the discretion of the judge.
4. You will be unable to serve or enforce a valid Section 21 Notice on your Tenant until you have protected it and served the Prescribed Information or you have returned the Deposit in full (or the agreed balance of it) to the Tenant, or the court has disposed of any proceedings relating to the return of the Deposit. We have no liability for any loss suffered if you fail to comply.
5. If you instruct us that you do not want us to protect a Deposit for an AST, we shall not be liable for any loss suffered or cost incurred by you if you fail to comply with your obligations to protect the Deposit and give prescribed information together with other relevant documents. You must pay us for any loss or inconvenience suffered or costs incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the Deposit within 20 days of receiving it.

### **Warranty**

1. The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If 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.

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## Schedule 7: Safety Legislation

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

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

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

2. You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly.

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

3. It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate ("GSC") carried out no more than twelve months previously. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties. If a valid GSC is not held a Section 21 Notice will be void.

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

4. From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises. We do not instruct contractors if we are not managing the Premises.

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

5. It is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back-up. From October 1 2015 the Landlord will have the legal obligation to fit smoke alarms on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance before entering into any new Tenancy or any existing Tenancy. In addition the Landlord is required to have the detector and alarms tested prior to the start of any new Tenancy commencing from October 1 2015 and to hold records of such tests. We will arrange fitting of the alarms and detector if required prior to the start of the Tenancy or during the Tenancy for any properties that we manage; and testing of the alarm and detector appliances prior to the start of any new Tenancy from October 1 2015 at the Landlord's expense. Maintenance of the appliances is the Landlord's responsibility during the Tenancy regardless of the start date of the Tenancy. The Tenant will be responsible for testing the alarms and detector during the Tenancy, replacing all

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defective batteries and informing the Landlord or the Agent of any defect in the alarm or detector.

**Energy Performance Certificate (“EPC”)**

6. All properties going on the market for letting must have an EPC. A copy must be given to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC and the cost of this will be borne by the Landlord. If the Tenant is not given an EPC the Section 21 Notice will be void. The Agent has no liability if the Landlord fails to provide an EPC.

**Legionnaires' Disease**

7. In order to comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment at the Premises prior to letting especially if there are open water tanks, cooling systems, a hot tub, pond, or a swimming pool. A copy of any written risk assessment is provided upon instruction and at the latest prior to any Tenancy agreement being signed. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the Tenant at the Premises, confirms he has considered all risks regarding Legionnaires Disease and has carried out a risk assessment. If we think a further assessment is required it will be carried out at the Landlord's expense.

**Internal Blinds and European Safety Standards**

8. 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 by a contractor 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 to ensure safety. If we are managing the Premises 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 Premises it is the Landlord's responsibility to make such checks and arrange the fitting of any necessary safety feature. We have no liability if such precautions are not carried out.

**9. Electrical Installation Certificate Report**

From the 1<sup>st</sup> of July 2020, all new private Tenancies in England will need to ensure that electrical installations are inspected and tested by a qualified person before the Tenancy begins. The Landlord will then need to ensure that the installation is inspected and tested at least every 5 years - and more often if the most recent safety report requires it. For all existing Tenancies, an electrical safety test will need to be carried out by the 1<sup>st</sup> of April 2021. A “qualified person” for the purposes of these regulations is a person competent to undertake the inspection and testing required and any further investigative or remedial work in accordance with the electrical safety standards

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**Fees and Commission:**

<b>Letting of the Premises:</b>	<b>10% + VAT</b> (12% including VAT)	<input type="checkbox"/>
<b>Letting and Rent Collection of the Premises:</b>	<b>12% + VAT</b> (14.4% including VAT)	<input type="checkbox"/>
<b>Letting, Rent Collection and Management of the Premises:</b>	<b>15% + VAT</b> (18% including VAT)	<input type="checkbox"/>

Asking Rent: \_\_\_\_\_

Calculated Commission based on your choice of service, at the proposed Asking Rent:  
\_\_\_\_\_

If the Rent achieved is more or less than the Asking Rent the Commission will go up or down accordingly. You should read Schedule 1 carefully in order to calculate additional charges that are payable for additional services.

You should read Schedule 1 of this Agreement where we set out our fee structure. Please note that our fee structure means that you may be required to continue paying us a fee for as long as any Tenant we find for you is occupying your Premises, even if you have no direct ongoing relationship with us.

**Bank Account Details for Rent Payments:**

**Bank:** .....

**Sort Code:** .....

**Account Number:** .....

**Account Name:** .....

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## Signatures

I/We confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the Premises forms part which may affect the letting of the Premises except as noted below.

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I/We accept the above Terms and Conditions including Schedules 1 to 8 inclusive and I/we instruct Sinton Andrews Lettings to act on my/our behalf.

For use where the Landlord is an individual or group of individuals:

<b>Signed by and on behalf of the Agent:</b>	
Name:	
Signature:	
Position:	
Date:	
Landlord 1 Signature:	
Date:	
Landlord 2 Signature:	
Date:	

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For use where the Landlord is a company:

<b>Signed by and on behalf of the Agent:</b>	
Name:	
Signature:	
Position:	
Name of the Landlord Company:	
Company Registration Number:	
<b>Signed by and on behalf of the Company</b>	
Name:	
Signature:	
Position:	
Date:	
Witnessed By (print name):	
Occupation:	
Signature:	
Date:	

**Request for us to begin marketing the Premises and all other services as set out in this Agreement during the cancellation period as set out in Schedule 8. If you are entitled to a fourteen day cooling off period as set out in Schedule 8 we will not begin performance of the service unless you have requested us to do so in writing. You may request us to do so by signing below.**

I/We hereby give notice that I/We have read the Notice of the Right to Cancel and I/We request you to begin to market the Premises for rental and all other services as set out in this Agreement

Ordered on: .....

Name(s):

Address:

Signatures:

Date:

**Do not sign above unless you wish us to begin marketing your Premises immediately.**

Initials \_\_\_\_\_

### Schedule 8: Notice of the Right to Cancel (Consumer Landlords Only)

1. If you sign this contract **away** from our offices, either following face to face negotiations **or** if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:
  - a. You have the right to cancel this contract within 14 days without giving any reason;
  - b. The cancellation period will expire after 14 days from the day you sign this Agreement;
  - c. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email. You may use the cancellation form below but it is not obligatory;
  - d. 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;
  - e. If you cancel this contract, we will reimburse to you all payments received from you but subject to clause g below. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract;
  - f. Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page;
  - g. If you request in writing that we begin performance of the service prior to the end of the cooling off period and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to us your cancellation.**

Initials \_\_\_\_\_

## Cancellation Form

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by email to:

**Sinton Andrews Lettings**  
**8 Spring Bridge Road, Ealing, London W5 2AA**  
Email: [lettings@sintonandrews.com](mailto:lettings@sintonandrews.com)

at any time within the Cancellation Period;

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

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

To:

**Sinton Andrews Lettings**  
**8 Spring Bridge Road, Ealing, London W5 2AA**  
Email: [lettings@sintonandrews.com](mailto:lettings@sintonandrews.com)

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Ordered on: .....

Name(s):

Address:

Signature(s):

Date:

Initials \_\_\_\_\_