

Landlord Fees, Information and Terms of Business

Let Only Package

Scale of Fees

Marketing & Tenant Set up: First months' rent including VAT

- High-quality photos and floor plans
- Virtual video tours
- Property advertised on Property Portals
- Accompanied viewings.
- Thorough Reference Checks, including credit rating, current employer and ID Checks
- Right To Rent Check
- All pre-tenancy paperwork handled
- Property Inventory

Mandatory Property Compliance Set Up

- Gas Safety Certificate (Every 12 months)
- Electrical Safety Certificate (Every 5 years)
- PAT (Portable appliance test) (Every 2 years)
- Energy Performance Certificates (Every 10 years)
- Legionella Risk Assessment (Every 2 years)
- Supply & Fit Smoke & CO2 alarms (each Item)

Addition Services: All prices include VAT

- Rent increase negotiation & tenancy renewal documentation From £300.00

Insurance

- We highly recommend that you take out rent guarantee insurance to safeguard your investment.

Additional Fees & Cost

- Additional fees and costs will be charged for other services at an hourly rate of £62.55, including VAT that the landlord(s) may need or require.

Bronze Package

Scale of Fees

Marketing & Tenant Set up: First three weeks rent, including VAT

- High-quality photos and floor plans
- Virtual video tours
- Property advertised on Property Portals
- Accompanied viewings.
- Thorough Reference Checks including credit rating, current employer and ID Checks
- Right To Rent Check
- All pre-tenancy paperwork handled
- Property Inventory

Mandatory Property Compliance Set Up

- Gas Safety Certificate (Every 12 months)
- Electrical Safety Certificate (Every 5 years)
- PAT (Portable appliance test) (Every 2 years)
- Energy Performance Certificates (Every 10 years)
- Legionella Risk Assessment (Every 2 years)
- Supply & Fit Smoke & CO2 alarms (each Item)

Monthly rent to achieve £0000 Full Management Service: Monthly Commission of 10.5%, including the VAT of the monthly rental due.

- Lodging the Damage Deposit
- Issuing Prescribe Information (DPS)
- Everyday rent payments, which means no delay in receiving your rent – when we receive it, you receive it
- Maintenance managed during office hours
- Ensuring that you and your property are fully complaint throughout the tenancy period.

Addition Services: all prices include VAT

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|---|--------------|
| • Check Out Report. | From £210.00 |
| • Property Inspections carried out (Every 4 month's) | From £70.00 |
| • Rent increase negotiation & tenancy renewal documentation | From £225.00 |

Insurance

We highly recommend that you take out rent guarantee insurance to safeguard your investment

- Rent Guarantee Insurance – 12-month policy - Price on application

Additional Fees & Cost

- Additional fees and costs will be charged for other services at an hourly rate of £62.55, including VAT that the landlord(s) may need or want.

Silver Package

Scale of Fees

Marketing & Tenant Set up: First three weeks rent, including VAT

- High-quality photos and floor plans
- Virtual video tours
- Property advertised on Property Portals
- Accompanied viewings.
- Thorough Reference Checks including credit rating, current employer and ID Checks
- Right To Rent Check
- All pre-tenancy paperwork handled
- Property Inventory

Mandatory Property Compliance Set Up

- Gas Safety Certificate (Every 12 months)
- Electrical Safety Certificate (Every 5 years)
- PAT (Portable appliance test) (Every 2 years)
- Energy Performance Certificates (Every 10 years)
- Legionella Risk Assessment (Every 2 years)
- Supply & Fit Smoke & CO2 alarms (each Item)

Monthly rent to achieve £0000 Full Management Service: Monthly Commission of 12% including VAT of the monthly rental due.

- Lodging the Damage Deposit
- Issuing Prescribe Information (DPS)
- Utility change overs handled on move in & out
- Maintenance handled 24/7, 365 days
- Everyday rent payments, which means no delay in receiving your rent – when we receive it, you receive it
- Rent arrears chased - four phone calls and four letters.
- Annual Market Appraisal.

Addition Services: all prices include VAT

- Check Out Report. From £210.00
- Property Inspections carried out (Every 4 month's) From £70.00
- Rent increase negotiation & tenancy renewal documentation From £225.00

Insurance

We highly recommend that you take out rent guarantee insurance to safeguard your investment

- Rent Guarantee Insurance – 12-month policy - Price on application

Additional Fees & Cost

- Additional fees and costs will be charged for other services at an hourly rate of £62.55, including VAT that the landlord(s) may need or want.

Gold Package

Scale of Fees

Marketing & Tenant Set up: First three weeks rent, including VAT

- High-quality photos and floor plans
- Virtual video tours
- Property advertised on Property Portals
- Facebook paid ads
- Accompanied viewings.
- Thorough Reference Checks including credit rating, current employer and ID Checks
- Right To Rent Check
- All pre-tenancy paperwork handled
- Property Inventory

Mandatory Property Compliance Set Up

- Gas Safety Certificate (Every 12 months)
- Electrical Safety Certificate (Every 5 years)
- PAT (Portable appliance test) (Every 2 years)
- Energy Performance Certificates (Every 10 years)
- Legionella Risk Assessment (Every 2 years)
- Supply & Fit Smoke & CO2 alarms (each Item)

Monthly rent to achieve £0000 Full Management Service: Monthly Commission of 16% including VAT of the monthly rental due.

- Maintenance managed 24/7, 365 days
- Utility change overs handled on the move in & out
- Everyday rent payments, which means no delay in receiving your rent – when we receive it, you receive it
- Rent arrears chased to conclusion.
- Court appearance If required.
- Buy-to-let advisory 1-2-1 on what to buy.
- Portfolio return advice and guidance on how to increase rental yields.
- Annual market appraisal.
- Dedicate Account Manager

Addition Services: all prices include VAT

- Check Out Report.

From £210.00

- Property Inspections carried out (Every 4 month's) From £70.00
- Rent increase negotiation & tenancy renewal documentation From £225.00

Insurance

We highly recommend that you take out rent guarantee insurance to safeguard your investment

- Rent Guarantee Insurance – 12-month policy - Price on application

Additional Fees & Cost

- Additional fees and costs will be charged for other services at an hourly rate of £62.55, including VAT that the landlord(s) may need or want.

Landlord Information

The Tenancy Agreement

The Housing Act 1988 specifies different types of tenancy. Whilst there are several different types, it is almost certain that the tenancy of your property will either be an Assured Shorthold Tenancy or a Contractual Tenancy.

The Tenancy Deposit Scheme

At the outset of each tenancy, we will collect a deposit from the tenant. The amount of the deposit is usually equivalent to one rent. Since April 2007, in line with The Housing Act 2004, all deposits collected under an Assured Shorthold tenancy (or any renewal thereof) must be protected in one of the Governments authorised custodial tenancy deposit schemes.

Inventory and Schedule of Condition

It is essential to have an inventory / schedule of condition prior to each tenancy. We can arrange this using local independent inventory companies who we work with on a regular basis. At the end of a tenancy the property is inspected against the inventory and any deterioration to its condition is noted. The tenant is responsible for the cost of rectifying any damage, over and above what is considered to be fair wear and tear caused by them at the property.

Security Deposits

We will obtain a deposit equal to one months rent from the tenant. This security deposit is held under M&P Estates DPS Account, throughout the tenancy. Once damages, if any, have been agreed upon and copies of all receipted final invoices have been checked, the balance of the deposit will be returned to the tenant. We are not acting as stakeholder, the deposit is held by the DPS. M & P Estates Ltd is a member of The Deposit Protection Services (DPS), custodial scheme under the Scheme no: 15216758

The Deposit Protection Services (DPS The Pavilions)

Bridgewater Road

Bristol

BS99 6AA Telephone number: 03303030030

Website:www.depositprotection.com

Void Periods

Our management service does not include the supervision of the property when it is vacant although, in the normal course of showing it to prospective tenants, periodic visits may be made to the property by our lettings staff.

Instruction to Solicitors

You will be informed of any rent arrears or breaches of covenant brought to our attention. Should it prove necessary to employ the services of solicitors, you will be responsible for instructing them, and for all fees involved.

Taxation of UK-Resident Landlords

Landlords who remain resident in the UK are required to declare rental income annually, together with all other income, as it is assessable, after allowable expenses, for income tax. Taxation of the Non-Resident Landlords Where the landlord of the property is resident abroad for six months or more and has not been approved under the Non-Resident Landlords Scheme (see below), the Commissioners for Inland Revenue will, under UK income tax law, hold the managing agent (or the tenant where there is no managing agent appointed) personally liable for the payment of tax on income from rent collected on the landlord behalf.

The taxation of income from landlords (Non-Residents) regulations 1995 requires the rent-receiving agent to retain the tax element of the net rent and to pay it to the Inland Revenue on a quarterly basis, within thirty days of the end of the quarter.

Mortgage Consent

If you have a mortgage on the property you are letting, you will need to obtain consent from your mortgage lender.

Most will give consent, but they may charge an administration fee. To allow consent they may require information on the type of Tenancy Agreement you intend to use and the length of the tenancy.

Insurance

As a landlord, you should ensure that you have both buildings and contents insurance in place to cover your investment. Tenants are responsible for insuring their own contents and personal belongings.

Please note that standard homeowner insurance policies will not suffice once a tenant is in residence and you are not an owner occupier. The policy will need to be specifically designed for let property. We also offer a Rent guarantee and legal cover insurance. A quote can be provided to you once the referencing of your tenants has been completed.

Leasehold

If your property is Leasehold, your Head Landlord, Managing Agents or Tenants Association must be contacted to obtain their consent to the letting in writing. They may insist on additional clauses relating to the Common Parts of the property being inserted into the agreement prior to agreeing to the tenancy.

We will require a copy of the lease as it will form part of the tenancy agreement between you and your tenant. Some leases stipulate that certain groups cannot rent the property, i.e. DSS Tenants, Local Authorities and Asylum Seekers. If you do not notify Head Landlord, Managing Agents, or Tenants Association and / or you rent your property to one of the excluded groups you will be in breach of your lease. In addition, the buildings insurance will become invalidated and if any, damages or losses are incurred due to the acts and omissions of your tenant, you could become personally liable.

Council Tax and Utility Bills

In addition to the rent, tenants are responsible for paying water charges, council tax, gas and electricity bills.

Keys

You will need to provide your tenants with two sets of keys. If your property is being managed by M & P Estates Ltd a further set of keys will need to be held at our local branch.

Property Folder

Many landlords choose to make a property folder. This should include copies of manuals and guides. It is also advisable to leave a local guide and any other information that your tenants may find useful such as details on parking, refuse collections etc.

Professional Cleaning

Prior to occupation, all properties should be professionally cleaned. When the property is returned, the tenant is expected to do the same. Any outside space should also be left in seasonal order.

Client Money Protection

M&P Estates are members of Propertymark (ARLA) and are part of the Client Money

Protection Scheme. Main Scheme Member – **Scheme Reference C0135446**

Value Added Tax

All our fees, and any other charges made by M & P Estates Ltd, will be subject to Value Added Tax at the prevailing rate.

The Property Ombudsman for Estate Agents

M&P Estates is a member of The Property Ombudsman Scheme ('TPOS') and follows the TPOS Code of Practice. The Client agrees that M&P Estates may give information about the sale of the Client's property to the Ombudsman if the Client has registered a complaint and asks for that information. The Client also agrees that M&P Estates may give the Client's contact details to TPOS (if they ask for it) to help them monitor how M&P Estates is following the Code of Practice. Their address is:- MilfordHouse, 43-55 Milford Street, Salisbury, Wilts SP1 2BP. Tel: 01722 333306. Email: admin@tpos.co.uk.

TERMS OF BUSINESS

1 GENERAL AUTHORITY AND MANAGEMENT SERVICES:

1.1 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 and the freeholder or head leaseholder and that the Landlord agrees to comply with any mortgage or head lease conditions. Where the Property is subject to a mortgage or head lease, the Landlord shall supply the Agent with details of any head lease or mortgage conditions that may affect the letting of the Property.

The Landlord authorises the Agent to carry out the various usual duties of property management of the Standard Management.

Service chosen by the Landlord – detailed previously. The Landlord also agrees that the Agent may take and hold deposits and comply with the requirements of any tenancy deposit scheme that may apply to that deposit. It is declared that the Agent may earn and retain commissions on insurance policies issued. The Agent declares that fees may be charged to the Landlord for ancillary services and that such fees will include a profit element to cover the Agent's administrative and business costs.

1.2. RENEWALS:

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.

The Agent shall prepare the tenancy agreement, if required, for the new or extended tenancy, and the terms of this Agreement shall continue until the Tenant leaves, or this Agreement is terminated.

Fees will be charged for this: Renewal Negotiation, Preparation of Tenancy Agreement and Compliance Documentation **£205 including VAT.**

1.3. REFERENCING:

The Agent will carry out reference checks on any prospective tenant, which would normally include a financial reference or credit check and a reference from a previous landlord or employer. This may be carried out by the Agent themselves or through a third-party referencing supplier. The Agent will make reasonable endeavours to select good tenants with appropriate references who can meet the monthly rental payments. However, the Agent will not be responsible where fraudulent or incorrect information has been provided by applicants, and the Agent had no reason to believe the information to be fraudulent or incorrect. Where a third-party referencing supplier report shows the applicants to be suitable tenants and the Agent has reviewed the report with the Landlord and has no reason to believe that the information is incorrect or has been fraudulently supplied, the Agent will not be responsible for any default by the Tenant.

2 LIABILITY FOR TENANT DEFAULT:

2.1 Although our aim is to take care in managing the Property, the Agent cannot accept responsibility for non-payment of rent, damage, or other default by tenants, or any associated legal costs incurred in their collection where the Agent has acted correctly in terms of this Agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality. **Rent Guarantee Insurance - 12-month policy - Price on application.**

3 AGENT REMUNERATION:

3.1 The Landlord agrees to pay the management or service fee at the applicable percentage above for the service level they have selected. This fee applies once a Tenant is introduced to the Property by the Agent and the Tenant enters into a Tenancy Agreement.

3.2 The Landlord agrees to repay the Agent for any costs, expenses or liabilities incurred or imposed on the Agent if they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties and within the scope of the authority given by this agency agreement. To assist the Agent in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

3.3 Where this agreement is cancelled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (or other consumer contract legislation), The Landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract (see clause 15.6).

3.4 The Landlord agrees to indemnify the Agent for any loss, damage, penalty or fine (whether civil or criminal) or associated costs suffered as a result of the Agent providing services to the Landlord, except where this is attributable to the negligence of the Agent.

3.5 The Landlord agrees that any work carried out by the Agent for the Landlord beyond that set out in this Agreement, which is within the scope of the Agent's general authority, will be charged at the hourly rate of **£62.55, Including VAT**

4. MAINTENANCE:

4.0 All the contractors that M&P Estates Ltd use on your behalf hold the correct insurance and certification to carry out all works required on residential rental properties. We do not use the landlord's own contractors due to the legal liabilities and complexities of the regulations and statute law imposed on us as a Letting Agent.

4.1 The Landlord agrees to provide the Property in good and lettable condition and that the Property, beds, sofas, and all other soft furnishings conform to the current fire safety regulations. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Subject to a retained maximum expenditure limit (**£240.00 including VAT**) on any single item or repair and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the Property 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amounts as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord.

4.2 Where the Agent is required to co-ordinate repair and maintenance work on behalf of the Landlord, the Agent will not be responsible for any negligence, damage, or breach of contract by any contractor employed in this way unless this loss arises as a result of the Agent's own negligence or breach of contract.

5. OVERSEAS RESIDENTS:

When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income Tax Act 2007 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability unless the Landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive gross rent. In this situation, the Agent also requests that the Landlord appoints an accountant or reserves to the Agent the right to employ a suitably qualified accountant in order to manage correspondence with the Inland Revenue. A standard annual charge will be made for this work, and the Agent may charge reasonable administration expenses for further work requested by the Landlord, the Landlord's accountant or the HMRC in connection with such tax liabilities. In many cases, a landlord's tax liability is minimal when all allowable costs are deducted.

6. COUNCIL TAX:

Payment of Council tax will normally be the responsibility of the Tenants in the Property. However, landlords 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 then rests with the owner of the Property.

7. SERVICES:

The Agent will use reasonable endeavours to take meter readings at each change of occupation in the Property and, where necessary, inform the service companies (electricity, gas and water) of these readings and change of occupation. In many cases, the service companies (e.g. British Gas) require that the new occupiers formally request and authorise the service, and it is not possible for the

Agent to do this on the Tenant's or Landlord's behalf. Regarding mail, Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address; it is not always possible to rely on tenants to forward mail.

8. INVENTORY:

The deposit protection schemes established under the terms of the Housing Act 2004 require that all landlords need to be protected by good inventory and condition reports from the outset. The Agent will prepare an inventory for the Property, and a charge will be made for this service; please see the above costs. The standard inventory will include all removable items in the Property (except those of negligible value) plus carpets, paintwork, wall coverings, curtains, mirrors, sanitary ware and other articles that, in the opinion of the Agent, need regular checking. Landlords should not leave any removable articles of substantial value in the Property without prior arrangement with the Agent. The standard inventory service will include a full schedule of condition (condition, colour & decoration of ceilings, walls, doors & door fittings etc.). Evidence of condition or damage (i.e. photography) will be prepared.

9. TENANCY AGREEMENT:

The Standard Management Service includes the preparation of a tenancy agreement in the Agent's standard form(s) and provision of a copy of this agreement to a designated advisor or building society. Should the Landlord, advisors or mortgagees require an amendment of the contract or require the Agent to enter into further work or correspondence, a fee (**£62.55, Including VAT per hour**) for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). It is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord.

10. NOTICES:

The Agent will, if instructed, serve the usual legal notices on the Tenant(s) in order to terminate the tenancy, increase the Rent, or for any other purpose that supports the good management of the Property or the timely return of the Deposit at the end of the tenancy. **Fees will be charged for this:** **Section 21 Notice £70 including VAT, Section 13 Notice £50 including VAT, Section 8 Notice£70 including VAT.**

11. HOLDING DEPOSIT:

A holding deposit is generally taken from a tenant applying to rent a property. The purpose of the holding deposit is to reserve the property and to verify the Tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out bank references, conducting viewings, re-advertising) that may be incurred should the Tenant decide to withdraw the application. The holding deposit does not protect the Landlord against loss of rent due to the Tenant deciding to withdraw or references provided unsuitable, although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received.

12. TENANCY DEPOSITS:

12.1 Deposits. A tenancy deposit will be payable by the Tenant upon signing the tenancy agreement in addition to any rent due. The purpose of the tenancy deposit is to protect the Landlord against losses (including unpaid rent) or damage to the Property during the tenancy itself.

12.2 Statutory Tenancy Deposit Protection. Where the tenancy is an assured shorthold tenancy, the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit scheme within 30 days of receipt and comply with the rules of the scheme. The schemes are The Deposit Protection Service (DPS).

12.3 Tenancy Deposit Information. Where statutory deposit protection applies to a tenancy deposit, the Landlord or Agent is legally required to provide to the Tenant and any other Relevant Person, within 30 days of receipt of the deposit, the prescribed information required under the Housing Act 2004.

12.4 End of Tenancy. Where the Agent has protected the Deposit on behalf of the Landlord, the Agent will liaise with the Landlord at the end of the tenancy to ascertain what (if any) deductions will be made from the Deposit and liaise with the Tenant regarding any deductions. A full move-out report will be created by visiting the property at the end of the tenancy at a cost of **£210.00, including VAT**

12.5 The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord. Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. The Landlord may instruct the Agent to deal with the adjudication, and the Agent will charge for the time incurred in doing so on an hourly basis of **£62.55, including VAT** for other work.

12.6 Works required. Should any works be required on the property after a tenant has vacated, the agent will not instruct any contractors unless payment for works has been authorised and payment received. When the damage deposit claim has been authorised and funds released, this will be transferred to the landlord on receipt.

13. INSPECTIONS:

13.1 Under the Standard Management Services, the Agent will make reasonable endeavours to carry out inspections quarterly starting after the first month. Such inspections do not constitute a formal survey of the Property, nor will the Agent check every item of the inventory at this stage.

The inspection is concerned with verifying the good order of the tenancy (i.e., the house being used in a 'tenant-like' manner) and the general condition of the Property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens) to the extent that they are visible to the Agent without moving the Tenant's possession. The charge for this service is **£70, including VAT per inspection.**

13.2 Following the departure of tenants, a final inspection of the Property is carried out by the Agent. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection, and a qualified contractor should be appointed for this purpose should it be required by the

Landlord. The Agent will endeavour to report any apparent deficiencies or dilapidations to the Landlord (and, if appropriate, to the relevant tenancy deposit scheme administrator) together with any recommended deductions or replacement values.

14. TENANCY DEPOSIT DISPUTES:

14.1 The Agent will attempt to resolve any deposit disputes between the Landlord and the Tenant by negotiating with the Tenant on behalf of the Landlord.

Where the Deposit is subject to statutory tenancy deposit protection, and a dispute cannot be resolved between the parties, then it will be necessary to submit the claim to the tenancy deposit administrators for adjudication under an alternative dispute resolution (ADR) process or to take Small Claims action in the County Court. The Landlord may instruct the Agent to deal with the adjudication, and the Agent will charge for the time incurred in doing so

on an hourly basis of **£62.55, including VAT** for other work.

14.2 The Landlord authorises the Agent to make appropriate deductions from the rental income in the last two months of the tenancy to provide a maintenance fund from which any cleaning, repair or other costs can be disbursed at the end of the tenancy.

15. TERMINATION:

15.1 Termination of Agency Agreement. This Agreement may be terminated by either party by way of two months' written notice.

15.2 Serious Breach of this Agreement. The Landlord or the Agent may terminate this Agreement on fourteen days' notice if there is a fundamental breach of the agreement and the other party does not remedy the fundamental breach within those fourteen days. Discrimination against any applicant, tenant or employee or sub-contractor of the Agent for gender, race, age, disability, religious belief or sexual orientation may constitute a fundamental breach.

15.3 Termination if the Agent has not secured a Tenant. If the Agent has not secured a tenant after six weeks of the appointment, the Landlord may terminate this Agreement on one week's notice.

15.4 Cancellation Fee. A cancellation fee will apply and be payable if the Agent introduces a Tenant to the property who finds the Property as a result of the Agent's marketing efforts or the Tenant is otherwise introduced to the Property during the Agent's period of sole agency and enters into a Tenancy Agreement or tenancy for the Property irrespective of whether or not the Tenancy is finalised by the Agent and whether or not the Agent is the effective cause of the introduction of Tenancy.
£240, including VAT

15.5 Tenancy Agreement. The Landlord shall provide the Agent with any requirements for the return and repossession of the Property at the earliest opportunity. Landlords should be aware that any

tenancy agreement entered into on the Landlord's behalf is a binding legal agreement for the term agreed. Details of any tenancy agreement being entered into will be communicated to the Landlord as soon as possible. Landlords should be aware that the legal minimum notice period for tenants under assured tenancies is generally two months (should the contract allow for early termination), and this needs to be given even in the case of a fixed-term tenancy which is due to expire.

15.6 Agreements signed away from the Agent's office. Where the Landlord is a consumer (being an individual acting wholly or mainly outside of their own trade or business), and this Agency Agreement is signed:

- at a place which is not the Agent's office.
- at the Agent's offices but following a meeting between the parties away from the Agent's offices; or
- without meeting face to face at all.

The Landlord has a right to cancel under consumer protection legislation within 14 days ('a cooling-off period') of the date of this Agreement. A cancellation notice is available by [Clicking on this LINK](#). Where the Landlord waives his right to cancellation by agreeing to the Agent carrying out works immediately following the date of this Agreement, they will be responsible for any reasonable costs incurred by the Agent in carrying out their duties if the Landlord cancels this contract during the 'cooling-off period'.

16. SOLE LETTING RIGHTS:

The Landlord appoints the Agent as sole agent for the marketing, letting and/ or aspects of the management of the Property, depending on which Service Level is agreed. **If the Landlord lets the Property during the appointment of the Agent under this Agreement, the Landlord might become liable to pay a commission to both Agents.** It is agreed that only the Agent may let the Property on behalf of the Landlord.

17. SAFETY AND ENERGY PERFORMANCE REGULATIONS:

WARNING: You should read and understand these obligations before signing.

17.1 The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property and with respect to the safety of furniture and soft furnishings provided.

The following regulations (as amended) apply:

- **Landlord and Tenant Act 1985**
- **Housing Health and Safety Rating System, Part 1, Housing Act 2004**
- **Licensing of Houses in Multiple Occupation, Part 2, Housing Act 2004**
- **Selective licensing, Part 3, Housing Act 2004**
- **Smoke and Carbon Monoxide Alarm (England) Regulations 2015 & 2022**
- **Furniture and Furnishings (Fire)(Safety) Regulations 1988**
- **General Product Safety Regulations 2005**

- **Gas Safety (Installation and Use) Regulations 1998 & 2018**
- **Electrical Equipment (Safety) Regulations 1994 & 2016**
- **Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**
- **Plugs and Sockets (Safety) Regulations 1994**
- **Regulatory Reform (Fire Safety) Order 2005**
- **Management of Houses in Multiple Occupation (England) Regulations 2006**
- **Fire Safety (England) Regulations 2022**

17.2 The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the Property is made available for letting in a safe condition and in compliance with the above regulations. Under the Standard Management Service, the Agent shall ensure that all relevant equipment is checked at the beginning of the tenancy and maintained during the tenancy as required, and that appropriate records are kept. The Landlord agrees to repay the Agent's costs incurred, including any expenses or penalties (whether civil or criminal) that maybe suffered as a result of non-compliance of the Property to fire and safety appliance standards.

17.3 Where the Landlord has duties in regard to the prevention of legionella and the inspection of domestic-type water systems, it is agreed that the Landlord shall be responsible for the maintenance of the water system and any associated safety checks under these duties. The Landlord confirms that they are aware of these duties and that the Agent has provided sufficient information to assist with compliance.

17.4 Landlords must ensure that a valid Energy Performance Certificate (EPC), where required, is made available free of charge to any prospective tenant at the earliest opportunity and in any event no later than whichever is the earlier of:

- (i) The first time the landlord makes available to the prospective tenant any written information about the building or
- (ii) At the time at which the prospective tenant views the building.

Where the Landlord does not have a valid EPC for the Property, the Agent will arrange an EPC for the Property, and the Energy Performance Certificate Admin Fee will be payable. If the Landlord already has a valid EPC for the Property, then the Landlord must make this available to the Agent for any prospective tenants.

17.5 The Landlord must ensure that a Gas Safety Certificate, where required, is provided to the Tenant prior to their occupation of the Property. Where the Landlord does not have a valid Safety Certificate for the Property, the Agent will obtain this, and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

17.6 The Landlord must ensure that an Electrical Safety Certificate is provided to the Tenant prior to their occupation of the Property. Where the Landlord does not have a valid Electrical Safety Certificate for the Property, the Agent will obtain this, and the Landlord will reimburse the Agent for the full cost of arranging the gas safety check.

18. INSTRUCTIONS:

It is agreed that any instructions to the Agent from the Landlord regarding termination, proceedings, major repairs, payment or other significant details regarding the letting be confirmed to the Agent in writing

19. FEES AND VALUE-ADDED TAX:

All fees stated are inclusive of VAT and will be deducted from the client's account as they fall due. Management fees and similar services are based on a percentage of the actual rental fee. For example, a property rented at £1,000 per calendar month will incur a monthly management fee of £125, where the fee is 12.5%. Should the agreed rental be higher or lower than the fee will be correspondingly higher or lower.

20. INSURANCE:

The Landlord shall be responsible for the Property being adequately insured and that the insurance policy covers the situation where the Property is let.

20.1 The Agent advises the Landlord to take out Rent Guarantee Insurance.

21. 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 benefits (or the Department of Work and Pensions with respect to Universal Credit), or other benefit scheme, paid to or on behalf of the tenant (s) as rent. This undertaking shall remain in force during the period of the tenancy and up to six years thereafter, whether the agent continues to be engaged to let or manage the property under this agreement.

22. LEGAL PROCEEDINGS:

If the Agent is collecting rent from the Tenant and rent is outstanding for 7 days after it becomes due, the Agent will notify the Landlord promptly and use its reasonable endeavours to obtain payment from the Tenant over the following 1-month period by way of four letters and four phone calls. At the expiry of that 1-month period, the Agent will instigate the rent guarantee insurance in place on the Landlord's behalf. Should further work be required, an additional charge will apply, **£62.55 including VAT per hour**.

23. IMMIGRATION CHECKS:

It is agreed that the Agent will carry out any checks required under the Immigration Act on the proposed Tenants and any permitted occupiers at the start of or prior to the commencement of the Tenancy and any follow-up checks where the Tenant has a limited right to rent. The Agent's responsibilities for such checks will only extend to the duration of this Agreement, and at the termination of this Agreement, the Agent will transfer the status evidence to the Landlord, and the responsibility for maintaining immigration status checks will return to the Landlord.

24. KEEPING RECORDS AND DATA PROTECTION:

The Agent undertakes to comply with data protection regulations and not to divulge any personal details of the Landlord or Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation.

The Agent will make every effort to keep such information safe and secure and will keep copies of agreements and other documents in relation to the tenancy for the period of the tenancy and for a reasonable period from the date of expiry of the tenancy.

The Agent will keep copies of all financial information for seven years. The Landlord undertakes to comply with data protection regulations and not to divulge any personal details of the Tenant to any other third party or organisation without prior approval unless this is necessary to comply with a statutory obligation. Where the Landlord processes and stores any personal details of the Tenant (for example, where the agent is instructed on a let-only basis and the landlord is managing the Property), the Landlord is required to provide the Tenant with a privacy notice of how their data will be processed or used by the Landlord. The Landlord is also required to ensure that any data held is adequate, relevant and not excessive for the purposes for which it is processed and is accurate and kept up to date. Data should not be kept for longer than necessary and should be deleted or shredded appropriately when no longer required.

25. COMPLAINTS:

Where the Landlord is unsatisfied with any service provided by the Agent, he should contact the Agent in the first instance to try to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which has been provided with or prior to entering into this Agreement. The Agent is a member of the Property Ombudsman Scheme 55 Milford St, Salisbury SP1 2BP

Tel: 01722 333306

Email: admin@tpos.co.uk **Website:** www.tpos.co.uk Landlord is unsatisfied with the way the complaint has been handled they may refer the matter to the scheme for a further decision, details of which are available upon request from the Agent.

26. ABOUT THIS AGREEMENT:

No amendments or variations to this Agency Agreement will have any contractual effect unless agreed by the parties in writing. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and each of the parties submits to the exclusive jurisdiction of the courts in England and Wales.

This Agency Agreement constitutes the entire written agreement between the parties and supersedes any previous agreement, discussion, correspondence or understanding between the parties, but this will not affect any obligations in any such prior agreement that are expressed to continue after termination. In the event that any part of this Agreement is held to be void or

unenforceable, it will be severed from the Agreement, and the remainder of the Agreement will continue in force to the fullest extent possible.