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## LET ME PROPERTIES LANDLORD TERMS OF BUSINESS

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These Terms apply when Let Me Limited (company number 06620607) trading as Let Me Properties (the “Agent”) is appointed by a property owner or landlord to secure the letting of a residential property on an assured shorthold tenancy and, if the property owner or landlord so chooses, also to any deposit holding and/or property management services to be provided by the Agent during the tenancy. The Terms form the basis of the property owner’s/landlord’s contract with the Agent, so please read them carefully before signing the Appointment Form.

### 1. DEFINITIONS

1.1 In these Terms, the following terms shall have the following meanings:

“Additional Fees”	means the applicable additional fees and charges for services carried out by the Agent on behalf of the Owner under clause 7 of this Agreement and as set out in the Appointment Form;
“Agency Period”	means the Introduction Period and the Management Period;
“Appointment Form”	means the form to be completed and signed by the Owner and the Agent in order to appoint the Agent as agent;
“Fees”	means the sum of the Letting Fee (or, as the case may be, the Renewal Fee) and, if applicable, the Management Fee which is to be paid monthly in advance, subject to the provisions below regarding termination of the agency contract;
“Float/Spending Limit”	means the agreed float for repairs and agreed spending limit under which the Agent may authorise minor repairs without seeking the prior consent of the Owner, as set out in the Appointment Form;
“HHSRS Regulations”	means the Housing Health and Safety Rating System (England) Regulations 2005;
“Introduction Period”	means the period starting on the date this contract comes into force and ending 14 days thereafter;
“Landlord”	means the landlord of the Property, which may or may not be the same as the Owner(s);

<b>“Letting Fee”</b>	means the percentage of the Rent due in relation to the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, the Rent due for the whole term of the tenancy agreement) as set out in the Appointment Form;
<b>“Management Fee”</b>	means the percentage of the Rent due in relation to the Property for the first year of a tenancy agreement (or, if the tenancy agreement has a fixed term of less than a year, the Rent due for the whole term of the tenancy agreement), as set out in the Appointment Form;
<b>“Management Period”</b>	means the period starting when a tenancy agreement is signed in relation to the Property and ending when this contract is terminated;
<b>“Owner”</b>	means the owner(s) of the Property, which may or may not be the same as the Landlord;
<b>“Property”</b>	means the property identified in the Appointment Form;
<b>“Redress Schemes Order”</b>	means the Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014;
<b>“Renewal Fee”</b>	means the percentage of the Rent due in relation to the Property for the year commencing on the expiry of a tenancy agreement (or, if the replacement tenancy agreement has a fixed term of less than a year, the Rent due for the whole term of the replacement tenancy agreement), as set out in the Appointment Form;
<b>“Rent”</b>	means the rent payable by a tenant of the Property under a tenancy agreement;
<b>“Tenancy Deposit”</b>	means a deposit received from a tenant in respect of possible breaches of the tenant’s obligations in the tenancy agreement.

1.2 Any reference in these Terms to **“writing”** includes a reference to any communication effected by email, facsimile transmission or similar means.

1.3 Any reference in these Terms to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this document are for convenience only and shall not affect its interpretation.

## **2 APPOINTMENT OF AGENT**

2.1 The Owner or Landlord (as the case may be) appoints the Agent to act as their letting (and, if applicable, their managing and/or rent collecting) agent in relation to the Property by carrying out the duties referred to in clauses 3 and/or 4.

2.2 Unless otherwise stated on the Appointment Form, the Owner or Landlord (as the case may be) shall not during the Agency Period appoint any other person as the Owner's and/or Landlord's letting (and/or, as applicable, managing or rent collecting) agent for the purposes mentioned in clause 2.1. Where the Owner or Landlord wishes to appoint other agencies, an additional fee of 2% of the annual rent achieved for the Property will apply.

2.3 If the Property is rented by the Owner or Landlord to any tenant to whom the Agent has in the preceding 24 months marketed and/or shown the Property, the Owner or Landlord (as the case may be) shall be liable to the Agency for a commission of 8.33% of the annual rent achieved by the Owner or Landlord (as the case may be) for the Property, plus applicable VAT thereon, regardless of whether the Agency negotiates the tenancy and/or manages the Property.

## **3 THE AGENT'S DUTIES IN ALL CASES**

3.1 The Agent shall market the Property for letting on an assured shorthold tenancy at a market rent.

3.2 Without prejudice to the generality of clause 3.1, the Agent shall prepare particulars of the Property, which may include a written description, video footage and/or photographs. The Agent shall include them as it deems most appropriate in its printed advertising materials and add them to its website. All ownership of and all intellectual property rights subsisting in these materials is and shall at all times remain vested in the Agent. The Owner or Landlord (as the case may be) shall inform the agent as soon as reasonably possible if any facts relied on in the Agent's advertising materials are incorrect or become incorrect at a later stage.

3.3 The Agent shall give the Owner or Landlord (as the case may be) advice on the Property's rental value.

3.4 The Agent will be unable to market the Property unless a valid Energy Performance Certificate ("EPC") is available. If the Owner or Landlord (as the case may be) is unable to provide a valid EPC upon instructing the Agent, the Agent may arrange for its contractor to provide one at the Owner's/Landlord's expense, such charge not to be in excess of £65 (where the service type is not a "Full Management" service type, an additional fee will apply for arranging this work with the 3<sup>rd</sup> party).

3.5 The Agent will be unable to market the Property unless gas and electricity safety checks have been carried out to comply with the Owner's and/or Landlord's obligations in the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994. If the Owner or Landlord (as the case may be) is unable to provide proof of such compliance upon instructing the Agent, the Agent may arrange for its contractor to carry out the necessary checks at the Landlord or the Owner's expense (where the service type is not a "Full Management" service type, an additional fee will apply for arranging this work with the 3<sup>rd</sup> party).

3.6 If it appears to the Agent that there are or may be at the Property any of the "hazards" specified in the HHSRS Regulations, the Agent shall either:

3.6.1 advise the Owner or Landlord (as the case may be) of the hazards and the steps that need to be taken; or

- 3.6.2 recommend that the Owner or Landlord (as the case may be) seek advice from a suitably qualified person.
- 3.6.3 where the Owner or Landlord (as the case may be) is employing the Agent's "Advertise Only" service, the Agent provide such service remotely and will not visit the property and will not be able to provide advice on HHSRS Regulations. The Owner or Landlord (as the case may be) hereby confirms to the Agent that the property meets the HHSRS Regulations as required by law.
- 3.7 The Agent shall, if requested by the Owner or Landlord (as the case may be) and at the Owner's/Landlord's cost, arrange for work to be carried out at the Property:
- 3.7.1 to minimise the hazards specified in HHSRS Regulations; and/or
- 3.7.2 in response to a notice or order issued by a local authority under the HHSRS Regulations.
- 3.7.3 the above service is not available to an Owner or Landlord (as the case may be) employing the Agent's "Advertise Only" service. Where the Owner or Landlord (as the case may be) is employing the Agent's "Let Only" and "Rent Management" services, an additional fee applies to arrange for work to be carried out at the Property.
- 3.8 The Agent shall, if requested by the Owner or Landlord (as the case may be) and at the Owner's/Landlord's cost:
- 3.8.1 arrange for the installation of any smoke and carbon monoxide alarms required under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015;
- 3.8.2 arrange that each alarm is checked to be in proper working order on the day a new tenancy begins; and/or
- 3.8.3 carry out any remedial action specified in a remedial notice relating to the Property served under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015,
- 3.8.4 the above service is not available to an Owner or Landlord (as the case may be) employing the Agent's "Advertise Only" service. Where the Owner or Landlord (as the case may be) is employing the Agent's "Let Only" and "Rent Management" services, an additional fee applies to arrange for work to be carried out at the Property.
- and in each case the Agent shall bear no responsibility or liability for the functionality or otherwise of the Property's alarms.
- 3.9 The Agent shall deal with enquiries from potential tenants, arrange and escort viewings (except for where the Owner or Landlord as the case may be is employing the Agent's "Advertise Only" service) and keep the Owner or Landlord (as the case may be) informed of the outcome of all enquiries and viewings where feedback is available from the potential tenants and where it is requested by the Landlord or the Owner (as the case may be).
- 3.10 The Agent shall take up appropriate references on any prospective tenant(s) who has/have indicated a firm commitment to enter into a tenancy agreement. If the tenant(s) pass(es) the Agent's Tenant Referencing and Verification process to the Agent's reasonable satisfaction, the Owner or the Landlord (as the case may be) shall accept the prospective tenant(s) as the Property's new tenant(s). On request, the Agent shall forward a copy of the references to the Owner or Landlord (as the case may be). The Agent will only check take carry out their Tenant Referencing and Verification process on new tenants placed in the property by the Agent at the start of the Tenant/s' very first tenancy at the property (not when the tenancy is renewed and not when tenants are already living in the property when the Agent is instructed).

The Agent's Tenant Referencing and Verification Process:

The agent shall (unless agreed otherwise with the Owner or the Landlord (as the case may be)

- 3.10.1 oversee the collection of references and adverse credit history checking of the proposed tenant/s via the Agents chosen 3<sup>rd</sup> party referencing company
  - 3.10.2 collect and store copies of suitable documents to prove the identity and current address of the tenant/s
  - 3.10.3 accept liability for compliance with the requirements of sections 20–37 of the Immigration Act 2014 on behalf of the Owner or Landlord (as the case may be) at the start of the tenancy only for “Let Only” and “Rent Management” service types, and at all times during the tenancy “Full Management” service types, and where applicable to the specific service type shall:
  - 3.10.4 obtain from the proposed tenant and from any intended adult occupier of the Property the information and documentation required to carry out “right to rent” checks on them; and
  - 3.10.5 carry out “right to rent” checks in accordance with all relevant Home Office Codes of Practice and guidance. Unless the Landlord or Owner (as the case may be) is employing the Agent’s “Advertise Only” service, in this case, the Landlord or Owner (as the case may be) is always responsible for all “right to rent” checks.
  - 3.10.6 Where the Owner or the Landlord (as the case may be) is using the Agent’s “Let Only” or “Rent Management” service, they must carry out any follow-up “right to rent” checks in accordance with all relevant Home Office Codes of Practice and guidance. Where the Owner or Landlord (as the case may be) is using the Agent’s “Advertise Only” service, they must carry out both the initial “right to rent” checks and all required follow-up “right to rent” checks in accordance with all relevant Home Office Codes of Practice and guidance. The Agent will only accept liability for the initial “right to rent” checking for tenancies where the Owner or the Landlord (as the case may be) is using the Agent’s “Let Only” and “Rent Management” service types.
  - 3.10.7 Where the Owner or the Landlord (as the case may be) is using the Agent’s “Let Only” and “Advertise Only” service types, they may check the tenant in and out of the Property themselves. However, the Owner or Landlord (as the case may be) must promptly provide to the Agent and the tenant(s) a written inventory for the Property, including a detailed schedule of the condition of the condition of the Property, within 1 working day of the tenant receiving the property from the Owner or the Landlord (as the case may be). The Agent accepts no responsibility for any losses or damages arising because of their decision not to use one of the Agent’s professional and independent inventory clerks to perform this role.
- 3.11 The Agent shall prepare an assured shorthold tenancy agreement for signature by the proposed tenant(s). The Agent shall send a copy of the agreement to the Owner or Landlord (as the case may be) not less than 24 hours prior to the Agent signing the agreement on their behalf. If the Owner or Landlord (as the case may be) does not request any changes to the agreement within that minimum 24-hour period, the Agent shall sign the agreement and enter into a binding tenancy on their behalf. Where the Landlord or Owner (as the case may be) is employing the Agent’s “Advertise Only” or “Let Only” service to assist with finding a Lodger, the Agent will send a copy of the draft tenancy agreement to the Owner or Landlord (as the case may be) to be used by them to fill in a lodger agreement directly with the lodger. A lodger agreement may only be used in some cases and usually only applies to circumstances where the proposed occupant will live in the same property as the Landlord or Owner (as the case may be) whilst sharing facilities and receiving additional services such as laundry or cleaning services included with the rent.
- 3.12 The Agent shall not permit the tenant to occupy the Property until the tenant has:
- 3.12.1 signed the tenancy agreement (unless the Landlord or Owner is using a lodger agreement instead);

- 3.12.2 paid to the Agent in cleared funds the first month's rent (unless the Owner or Landlord has agreed a lower initial rent payment may be accepted); and
- 3.12.3 paid to the Agent in cleared funds a Tenancy Deposit equivalent to at least 1 months' rent (unless the Owner or Landlord has agreed a lower Tenancy Deposit may be accepted).
- 3.13 Where the agent is instructed as for the "Full Management" or "Rent Management" service types, the Agent shall make a member of staff available to the Owner or Landlord (as the case may be) at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to the Property.
- 3.14 Where the agent is instructed as for the "Full Management" or "Rent Management" service types, the Agent shall notify the Owner or Landlord (as the case may be) of any changes to laws and regulations relating to the use of the Property for residential lettings and shall forthwith notify the Owner or Landlord (as the case may be) if it becomes aware of a breach of any of those laws or regulations in relation to the Property.
- 3.15 The Agent shall act with all due care and diligence and in accordance with sound commercial principles.
- 3.16 Subject as provided in these Terms and to any directions which the Owner or Landlord (as the case may be) may from time to time properly give, the Agent shall be entitled to perform its duties under these Terms in such manner as it may think fit.
- 3.17 Where the agent is instructed as for the "Full Management" or "Rent Management" service types, the Agent shall advise the Owner or Landlord (as the case may be) of any significant breaches of the terms of the tenancy agreement and any items requiring significant repair, maintenance or replacement that come to the Agent's attention. For minor or technical breaches of tenancy and minor repairs and maintenance, the Owner or Landlord (as the case may be) hereby authorises the Agent to manage the matter as it reasonably sees fit without reporting the issue.
- 3.18 Where the agent is instructed as for the "Full Management" or "Rent Management" service types, the Agent shall keep accurate records and accounts of all financial transactions relating to the Property and shall at the reasonable request of the Owner or Landlord (as the case may be) permit the Owner and/or the Landlord (as the case may be) or its duly appointed representatives to inspect all such records and accounts and take copies thereof at all reasonable times (but not exceeding once every 12 months).

#### **4 THE AGENT'S DUTIES WHEN APPOINTED AS LETTING AGENT, MANAGING AGENT (FULL MANAGEMENT SERVICE TYPES) OR RENT COLLECTING AGENT (RENT MANAGEMENT SERVICE TYPES)**

- 4.1 The Agent shall protect the Tenancy Deposit in accordance with the relevant provisions of the Housing Act 2004. The terms and conditions of the three deposit protection schemes are set out in the Annexes of this Agreement and the Owner or Landlord (as the case may be) agrees to abide by the applicable terms and conditions as confirmed on the Application Form. The Agent will collect and hold a deposit equal to one month's rent for the Property (unless a different sum is stipulated by the Owner or Landlord) and protected by the Tenancy Deposit Protection Scheme. The terms and conditions pertaining to this service are set out as Annex 1 to this Agreement and the Owner or Landlord (as the case may be) hereby agrees that their signature of this Agreement also constitutes their agreement to the terms and conditions set out in Annex 1.
- 4.2 The Agent shall provide to the tenant within 30 days of the Tenancy Deposit being received the "prescribed information" required by the Housing Act 2004.
- 4.3 Subject to the Agent possessing the necessary information (such as the names of the providers and the relevant account numbers), the Agent shall notify the relevant local authority's Council Tax department and any utilities companies and other service providers of the identity of the new tenant.

- 4.3.1 As your letting agent, we want to ensure change of tenancy information is supplied to the relevant providers, including the energy supplier, so that utility bills are correctly directed to those responsible both at move-in and move-out. To ensure the above occurs both seamlessly and securely we work alongside The Lettings Hub, who are our chosen utility management provider and as such we will be passing on all change of tenancy activity accordingly.

In addition to this we offer a service designed to provide benefits to our clients for void periods between tenancies. Our service for void properties is also managed by The Lettings Hub who aim to transfer the energy supplies to a single provider that offers a competitive tariff and who agree to waive any void energy bill\*\* which is below £10.00.

Ecotricity is The Lettings Hub's chosen provider, who supply Britain's "Greenest Energy". Their mantra is "one tariff and one price", no matter when a person joins or how they pay and their customers are allowed to leave at any time with no exit penalties.

*\*\*This waiver will only apply where Ecotricity are the current void energy supplier and they reserve the right to remove this benefit at any point. You confirm you have the authority to submit property data for its stated purpose. You also agree that any void bill created in excess of £10.00 will be due and payable in full.*

If you wish to opt out of this arrangement, please specify this on the Appointment Form. Opting out will exclude all of your properties from this service.

- 4.4 Where the Agent is to manage the Property and/or the collection of the rent, the Agent shall demand and receive Rent on behalf of the Owner or Landlord (as the case may be) in accordance with the terms of the tenancy agreement.
- 4.5 Where the Agent is to manage the Property and/or the collection of the rent, if Rent is unpaid for 10 working days after falling due, the Agent shall notify the Owner or Landlord (as the case may be) and shall attempt to obtain payment by sending emails and/or text messages, making telephone calls, visiting the Property and/or sending letters on up to three occasions.
- 4.6 Where the Agent is to manage the Property and/or the collection of the rent, the Owner or the Landlord (as the case may be) must, at their expense, use one of the Agent's recommended inventory clerks to provide/conduct:
- 4.6.1 an inventory of the Property;
  - 4.6.2 a "check-in" with the tenant whereby the contents of the inventory are confirmed by the tenant; and
  - 4.6.3 a "check-out" with the tenant whereby the condition and contents of the Property are checked against the contents of the inventory and a report is prepared for the Owner or Landlord (as the case may be).
- 4.7 If appointed by the Owner or Landlord (as the case may be) as managing agent (by choosing one of the Agent's "Full Management" service types), the Agent shall visit the Property every 6 months to confirm that the tenant is not behaving in such a way to represent a significant breach of the tenancy agreement. If any such visit exposes a significant issue, the Agent shall report its findings to the Owner or Landlord.
- 4.8 If appointed by the Owner or Landlord (as the case may be) as managing agent (by choosing one of the Agent's "Full Management" service types), the Agent shall, if requested by the Owner/Landlord and at the Owner's/Landlord's cost, conduct more frequent inspections of the Property and shall report its findings to the Owner or Landlord.

- 4.9 If appointed by the Owner or Landlord (as the case may be) as managing agent (by choosing one of the Agent's "Full Management" service types), the Agent shall be responsible for the day-to-day management of the Property, including minor repairs, maintenance and replacements, on the following basis:
- 4.9.1 the cost of any maintenance, repairs or replacements shall be borne by the Owner or Landlord (as the case may be);
  - 4.9.2 if the cost of the work on any one occasion is less than the Float/Spending Limit, the Agent may arrange for the work to be done without reference to the Owner or Landlord (as the case may be);
  - 4.9.3 if the cost of the work on any one occasion is more than the Float/Spending Limit, the Agent shall contact the Owner or Landlord (as the case may be) to obtain permission to proceed with the work; and
  - 4.9.4 if the work needs to be done urgently and it is not practicable to obtain the Owner's or Landlord (as the case may be) permission, the Agent may arrange for the work to be done without the permission of the Owner/Landlord.
- 4.10 Where the agent is instructed as for the "Full Management" service types, unless otherwise agreed, the Agent is not responsible for arranging major repairs or maintenance or the replacement of items costing more than the Float/Spending Limit. If the Owner or Landlord (as the case may be) wants the Agent to oversee such larger projects of repairs or maintenance, the Agent will do so for the sum equal to 10% of the total cost of such repairs/maintenance plus VAT at the applicable rate.
- 4.11 On each occasion the Agent makes a payment to the Owner or Landlord (as the case may be), the Agent shall send to the Owner/Landlord a statement setting out the basis and reasons for the payment.
- 4.12 Prior to making such payment and sending a statement to the Owner or Landlord (as the case may be) the Agent shall retain:
- 4.12.1 the Fees; and
  - 4.12.2 if applicable, such amount as is required to top the float up to its agreed amount.
  - 4.12.3 If applicable, such amount as is required to cover any potential costs or fees that the agent reasonable foresees.
- 4.13 If there are insufficient funds to pay the Fees and/or to top up the float, the Agent shall notify the Owner or Landlord (as the case may be) of the sum required from the Owner/Landlord.

## **5 THE OWNER'S/LANDLORD'S COMMITMENTS**

- 5.1 If applicable, the Owner confirms that they are the owner(s) of the Property and are entitled to let it out on an assured shorthold tenancy. In particular, the Owner confirms that:
- 5.1.1 any consent required from a freeholder or superior landlord under the terms of the Owner's lease;
  - 5.1.2 any consent required from the Owner's mortgagee; and
  - 5.1.3 any consent required from the Owner's insurers,
- has been obtained or will be obtained before any tenancy agreement is signed.
- 5.2 If applicable, the Landlord confirms that they are the landlord of the Property and are entitled to let it out on an assured shorthold tenancy. In particular, the Landlord confirms that:
- 5.2.1 any consent required from the owner(s)/freeholder(s) of the Property;



- 5.2.2 any consent required from a superior landlord under the terms of the Landlord's lease;
  - 5.2.3 any consent required from the Landlord's and/or the owner's mortgagee; and
  - 5.2.4 any consent required from the Landlord's and/or the owner's insurers,
- has been obtained or will be obtained before any tenancy agreement is signed.
- 5.3 The Owner or the Landlord (as the case may be) shall provide the Agent with a minimum of 3 full sets of keys to the Property (a key to each and every lock at the property including any key fobs or remote controls) and confirms that the Agent may make further copies of the keys as necessary, except for the "Advertise Only" service types where the agent will deliver the service remotely without visiting the property. Where there will be more than 2 tenants at the Property, the Owner or the Landlord (as the case may be) will provide at least enough full sets of keys to the Property for each tenant and 1 additional set for the Agent. Where the Owner or the Landlord (as the case may be) fails to provide the Agent with enough sets of keys, the Agent will make further copies of keys (or purchase further key fobs or remote controls) as necessary at the Owner or the Landlord's expense plus an additional cost as detailed in section 7.
  - 5.4 The Owner or the Landlord (as the case may be) shall ensure that all furnishings in the Property comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
  - 5.5 The Owner or the Landlord (as the case may be) understands their duties as a landlord under the Gas Safety (Installation and Use) Regulations 1998. In particular:
    - 5.5.1 the Owner/Landlord shall, before a tenancy commences, either:
      - 5.5.1.1 provide the Agent with a copy of the report from the last annual safety check carried out by a Gas Safe registered engineer (which must be less than 12 months old); or
      - 5.5.1.2 hereby agrees that the Agent may arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner/Landlord);
    - 5.5.2 the Owner/Landlord shall, before the expiry of the previous annual safety check (but only if the tenant is to remain in occupation after the expiry date), either:
      - 5.5.2.1 provide the Agent with a copy of the next annual safety check carried out by a Gas Safe registered engineer at least 21 days before the current safety check expires; or
      - 5.5.2.2 hereby agrees that the Agent may arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner/Landlord) before the expiry date.
  - 5.6 The Owner or the Landlord (as the case may be) understands their duties as a landlord under the Electrical Equipment (Safety) Regulations 1994. In particular:
    - 5.6.1 the Owner/Landlord shall ensure that all electrical equipment provided by the Owner/Landlord at the Property complies with the Regulations; and
    - 5.6.2 the Owner/Landlord shall provide the Agent with a certificate from an electrician who is registered with a government-approved organisation (such as NICEIC) as to the safety of the electrical installations and appliances at the Property at the start of the tenancy and at least 21 days before the current safety check expires.
    - 5.6.3 the Owner/Landlord agrees that the Agent may arrange for an engineer to carry out the check and any remedial work (at the cost of the Owner/Landlord) before the expiry date.
  - 5.7 The Owner or the Landlord (as the case may be) understands that the Agent will be unable to market the Property unless a valid EPC is available. The Owner/Landlord shall either provide the Agent with a valid EPC at least 21 days before the current EPC expires or hereby agrees that the Agent may arrange for an EPC to be prepared for the Property (at the cost of the Owner/Landlord).

- 5.8 The Owner or the Landlord (as the case may be) is aware of the statutory repairing obligations placed on residential landlords by section 11 of the Landlord and Tenant Act 1985. The Owner/Landlord shall comply with those obligations.
- 5.9 The Owner or the Landlord (as the case may be) is aware of the Housing Health and Safety Rating System introduced under the Housing Act 2004. The Owner/Landlord shall take reasonable steps to minimise hazards at the Property and shall comply in a timely manner with any notice or order issued by the local authority.
- 5.10 The Owner or the Landlord (as the case may be) understands their duties as a landlord under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. In particular:
- 5.10.1 the Owner/Landlord shall, before a tenancy begins, either:
- 5.10.1.1 confirm in writing to the Agent that all necessary smoke and carbon monoxide alarms have been installed at the property; or
- 5.10.1.2 instruct the Agent to arrange for the necessary alarms to be installed (at the cost of the Owner/Landlord);
- 5.10.1.3 the Owner/Landlord shall either:
- 5.10.1.3.1 check that each alarm is in proper working order on the day a new tenancy begins; or
- 5.10.1.3.2 instruct the Agent to conduct such a check (at the cost of the Owner/Landlord); and
- 5.10.2 the Owner/Landlord shall either:
- 5.10.2.1.1 carry out any remedial action specified in a remedial notice relating to the Property served under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015; or
- 5.10.2.1.2 hereby agrees that the Agent may carry out such remedial action (at the cost of the Owner/Landlord).
- 5.11 The Owner or Landlord (as the case may be) hereby grants to the Agent, its employees, agents and contractors a licence to enter unto the Property at any time throughout the duration of this Agreement as may be required for the Agent to perform the services and fulfil its obligations as contemplated by this Agreement.
- 5.12 The Owner or Landlord (as the case may be) undertakes, warrants and represents to the Agent that they shall, throughout the duration of this Agreement, insure the Property (at their own cost and with a reputable insurer) against such risks and to a reasonable level of indemnity in respect of potential losses that may adversely impact on the tenancy and/or the rights of the tenant(s) and/or the Agent.
- 5.13 The Owner or Landlord (as the case may be) shall obtain and maintain in force during the Agency Period all licences, permits and approvals which are necessary or advisable for the performance of the parties' respective obligations and responsibilities under these Terms. The Owner or Landlord (as the case may be) shall promptly provide copies of all such licences, permits and approvals relevant to the Property. If any such document is not provided to the Agent within 10 working days, the Agent may obtain such documents at the Owner/Landlord's expense along with a fee of £300 per document.
- 5.14 Unless the Agent is instructed otherwise (for an additional fee), the Owner or Landlord (as the case may be) shall be responsible for the direct payment of the following outgoings relating to the Property:

- 5.14.1 any outgoings that fall to be paid by the tenant in occupation of the Property (such as Council Tax, utilities bills and charges for other services such as telephone and broadband) but are not so paid;
  - 5.14.2 ground rent, service charge and other sums due; and
  - 5.14.3 the Owner's premiums for insurance of the Property,
- PROVIDED THAT if the Owner or Landlord (as the case may be) fails to make any such payment(s), the Owner or Landlord hereby authorises the Agent to make such payment(s), subject to an administration charge of £120 for each such payment made.
- 5.15 The Owner or the Landlord (as the case may be) shall pay to the Agent in accordance with these Terms:
    - 5.15.1 the Fees; and
    - 5.15.2 any applicable Additional Fees; and
    - 5.15.3 any other charges identified in the Appointment Form or otherwise agreed between the Owner/Landlord and the Agent.
  - 5.16 If in any month the funds held by the Agent are insufficient to pay the Fees, the Owner or the Landlord (as the case may be) shall pay the shortfall to the Agent on demand.
  - 5.17 If the Owner or the Landlord (as the case may be) appoints the agent to provide property management services and is so requested by the Agent, the Owner/Landlord shall add further sums of money to the float so that it remains at the Float/Spending Limit.
  - 5.18 The Owner or the Landlord (as the case may be) shall pay interest on any Fees overdue by 10 working days or more at the rate of 5% above the base lending rate of Barclays Bank plc from the due date until the date of payment.
  - 5.19 The Owner or the Landlord (as the case may be) shall notify the Agent if the Owner/Landlord is or becomes a non-UK resident and understands that the Agent may then be required to deal with rent in accordance with the Non-Resident Landlords Scheme operated by HM Revenue & Customs.
  - 5.20 Subject to compliance by the Agent with its obligations under these Terms, the Owner or the Landlord (as the case may be) shall indemnify the Agent against any liability and ultimate responsibility (including but not limited to all costs and expenses which the Agent may reasonably incur in defending any proceedings) to the fullest extent allowed by law, which it may incur by reason only of its being held out as the Owner's/Landlord's agent. The Owner or Landlord (as the case may be) understands and accepts that the Agent will at no time be held liable for any damage to the property, loss of rent, or any other losses caused by the actions or inactions of the Tenant, Landlord, or Agent.
  - 5.21 When the Agent is not retained by the Owner/Landlord to provide "Full Management" or "Rent Management" service types, the Owner/Landlord shall protect the Tenancy Deposit in accordance with the relevant provisions of the Housing Act 2004 and shall provide to the tenant within 30 days of the Tenancy Deposit being received by the Agent the "prescribed information" required by the Housing Act 2004. The Agent will, where providing a "Full Management" or "Rent Management" service type, collect and hold a deposit equal to a minimum of one month's rent for the Property (unless a different sum is stipulated by the Owner or Landlord) and protected by the Tenancy Deposit Protection Scheme. The terms and conditions pertaining to this service are set out as Annex 1 to this Agreement and the Owner or Landlord (as the case may be) hereby agrees that the signature of this Agreement also constitutes their agreement to the terms and conditions set out in Annex 1.
  - 5.22 It is the sole responsibility of the Owner or Landlord (as the case may be) to account to HM Revenue & Customs and any other applicable tax authority for all taxes due on any income generated by the letting of the Property. The Agent will disclose to HMRC (and any other applicable tax authority) all information

reasonably requested relating to the letting of the Property by the Owner or Landlord (as the case may be).

## **6 DURATION AND TERMINATION OF AGENCY CONTRACT**

- 6.1 The contract between the Owner/Landlord and the Agent shall come into force on the date specified in the Appointment Form and shall continue until terminated, subject to the following provisions.
- 6.2 Unless the Owner or Landlord (as the case may be) agrees to waive such period, the agency contemplated by this Agreement will commence upon the expiration of the Introduction Period. During the Introduction Period, the Owner or Landlord (as the case may be) may terminate this Agreement forthwith on written notice. Where a new Agreement is sent to replace an existing agreement or relates to the renewal of an existing tenancy, the introduction period only applies to the new Agreement. Should the new agreement be cancelled within the Introduction Period, the existing Agreement will remain in place and notice should be served according to the terms of the original agreement.
- 6.3 Upon the termination of the contract between the Agent and the Owner/Landlord during the Introduction Period:
  - 6.3.1 the Agent shall cease to promote, market, advertise or solicit tenants for the Property;
  - 6.3.2 the Letting Fee shall be payable if a tenancy is granted to a tenant introduced by the Agent, but shall not be payable otherwise; clause 7 shall continue to apply if a tenancy is granted to a tenant introduced by the Agent, but shall not apply otherwise;
  - 6.3.3 any applicable Fees shall be payable; and
  - 6.3.4 the Agent shall have no claim against the Owner/Landlord for compensation for loss of agency rights, loss of goodwill or any similar loss, except unpaid Fees.
- 6.4 During any applicable Management Period, either party may terminate the contract by giving to the other not less than 3 months' written notice, to expire at or any time after the end of the first 6 months of the term of the tenancy agreement.
- 6.5 Upon the termination of the contract between the Agent and the Owner/Landlord during any applicable Management Period:
  - 6.5.1 the Agent shall cease to manage the Property; the Management Fee shall cease to be payable;
  - 6.5.2 the Letting Fee shall become payable in full (with credit being given for the monthly instalments paid prior to termination); clause 7 will continue to apply; and
  - 6.5.3 the Agent shall have no claim against the Owner/Landlord for compensation for loss of agency rights or any similar loss, except unpaid Fees.
- 6.6 The rights to terminate the contract given by this clause 6 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 6.7 If at any time control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Agent is acquired by any person or group of connected persons (as defined in Section 839 of that Act) not having control of the Agent at the start of the Agency Period, the Agent shall forthwith give written notice to the Owner/Landlord identifying that person or group of connected persons and the Owner/Landlord shall be entitled, by giving not less than 3 months' written notice to the Agent within 10 working days after the notice from the Agent was given, to terminate the contract.

## 7 FEES

- 7.1 In addition to the fees, further fees and charges may be payable to the agent by the owner or the landlord (as the case may be) in certain circumstances.
- 7.2 Such circumstances include (but are not limited to):
- 7.2.1 Where the agent arranges deposit protection insurance and handling, a service fee will be due;
  - 7.2.2 Where the property is not ready at 8am on the date set out in the appointment form, a late moving charge will be due;
  - 7.2.3 Where the owner/landlord is a non-resident landlord living outside of the uk for at least 6 months of each tax year and has hm revenue & customs approval, a non-resident landlord annual return filing fee will be due;
  - 7.2.4 Where the owner/landlord is a non-resident but does not have hm revenue & customs approval and the agent must therefore deduct tax from the rent before paying it to the owner/landlord, a non-resident landlord tax handling fee will be due; and
  - 7.2.5 Where the owner/landlord wishes to cancel the agent’s appointment, a cancellation charge equal to one months’ rent will be due; and
  - 7.2.6 Where the agent undertakes a Let Only service, a service fee will be due for advertising the property, finding the tenant(s), and negotiating the offer – additional “Tenancy Setup Fees” apply.
  - 7.2.7 If a tenancy fails to complete after the holding amount has been received from the prospective tenant, the owner or landlord (as the case may be) shall still be liable to the Letting Fee and the owner/landlord hereby agrees that the Agent may deduct such fee from the tenant’s holding amount that has been paid to the agent and agrees to pay the Agent and shortfall that cannot be collected from the holding amount paid by the prospective tenant/s.
- 7.3 In each case set out in clause 7.2 that the agent thinks may realistically arise, the fee payable shall be as set out in the appointment form. Where no such fee is quoted, the agent’s standard fees for the service or in the circumstances shall apply.
- 7.4 Standard fees (including vat at 20%):

Letting Fees (only applicable to “Let Only” and “Advertise Only” service types or where the “Full Management” or “Rent Management” service types are cancelled. Otherwise, the Letting Fees are collected as part of the ongoing Service Charge)	A fee equivalent to 1 months rent + VAT (unless agreed otherwise in the Landlord Appointment Form for “Let Only” and “Advertise Only” service types only)
Tenancy Setup Fees (this includes referencing the tenants, creating the tenancy agreement and overseeing the signing of the tenancy agreement) [These fees only apply to tenancies entered into after 01/06/2019 when the Tenant Fees Act comes into force]	£300 (£250 + VAT) for 1 tenant, £420 (£350 + VAT) for 2 tenants,  £510 (£425 + VAT) for 3 tenants, £600 (£500 + VAT) for 4 or more tenants
Addition of a guarantor (this includes the referencing of the guarantor, the creation of the guarantor agreement, and the overseeing of the signing of the guarantor agreement) [These fees only apply to tenancies entered into after 01/06/2019 when the Tenant Fees Act comes into force]	£120 (£100 + VAT) for 1 guarantor, £144 (£120 + VAT) for 2 guarantors,  £216 (£180 + VAT) for 3 guarantors, £288 (£240 + VAT) for 4 or more guarantors
Tenancy Renewal Fees (optional extra for “Let Only” or “Advertise Only” service types)	Full/Rent Management Service: £72 (£60 + VAT) Let/Advertise Only Service: £144 (£120 + VAT)

Cancellation Fee where the tenants will remain in the property after the cancellation has taken place only (full management or rent managed tenancies only)	1 Months' Rent + VAT
Key Cutting, Additional Invoices, Additional copies of documents, postage, etc.	£30 (£25 + VAT) + the cost of the keys, the cost of the postage, etc.
<b>Non-Fully-Managed Properties Only:</b> Arranging for a Gas Safety Certificate, Portable Appliance Test, Emergency Lighting Test, Fire Alarm System Test, HMO Fire Risk Assessment, Legionella Risk Assessment, Electrical Installation Condition Report to be carried out.	£120 per certificate (£100 + VAT) + the cost price of the certificate charged by the 3 <sup>rd</sup> party contractor
Deposit Protection Registration and Management Fee (fully managed and rent managed properties only – not available to “Let Only” or “Advertise Only” properties)	£60 per tenancy (£50 + VAT)
Additional Property Inspections (in addition to those included with the fully managed service or on an ad hoc basis for other service types – not available to “Advertise Only” properties)	£60 per visit (£50 + VAT)
HMO Monthly Inspections (as detailed within Annex 2 – HMO Terms and Conditions)	£30 per monthly visit (£25 + VAT)
Creation and Service of Section 21 or Section 8 Notices (provided by a 3 <sup>rd</sup> party with an administration fee added for our involvement)	£240 per notice document (£200 + VAT)
Annual Tax Income and Expenditure Report (only available to “Fully Managed” or “Rent Managed” service types)	£60 per landlord (£50 + VAT)
Annual Non-Resident Landlord Return to HMRC (where landlord has HMRC “Approval”) (only available to “Fully Managed” or “Rent Managed” service types)	£48 per landlord (£40 + VAT)
Quarterly Reporting and Tax Collecting for HMRC for Non-Resident Landlords (without HMRC “Approval”) (only available to “Fully Managed” or “Rent Managed” service types)	£120 per landlord, per quarter (£100 + VAT)
Administration or attendance relating to eviction, court proceedings, insurance claims, licence applications, or similar	£96 per hour or part thereof (£80 + VAT)
Management of maintenance or repair works above £1000 (Not available with “Advertise Only” service types)	12% of total invoice amount (10% + VAT)
We do not charge commission on minor works arranged at fully managed properties, nor do we accept commission or kickbacks from contractors	This commission fee can be as high as 25% of the total invoice cost landlords receive from other letting agents in the area.
<b>Estimated 3<sup>rd</sup> Party Costs which may be the responsibility of the owner or the landlord (as the case may be):</b>	
<ul style="list-style-type: none"> <li>Gas Safety Certificate and Boiler Service: £65</li> <li>EPC and Floorplan: £65 (studio) to £105 (6 bed)</li> <li>Electrical Installation Condition Report (EICR) £160 + VAT to £240 + VAT</li> <li>PAT Test, Emergency Lighting Test, Smoke Alarm System Test, HMO Fire Risk Assessment £260 + VAT when all done at the same time (£100 extra for Grade A Fire Panel)</li> <li>Legionella Risk Assessment £50</li> <li>Handyman Visit £25 to £30 callout + parts and additional labour</li> </ul>	<ul style="list-style-type: none"> <li>New Inventory and Check-in £100 (studio) to £200 (6 bed)</li> <li>Check-out £60 (studio) to £150 (6 bed)</li> <li>Check-in £65 (studio) to £165 (6 bed)</li> <li>Professional Cleaning £160 (1 Bed) to £450 (6 Bed)</li> <li>Please inquire for any additional 3<sup>rd</sup> party services</li> </ul>

## **8 RENEWAL OR CONTINUATION OF TENANCY**

- 8.1 The agent shall, at an additional cost, where employed for the “Full Management” or “Rent Management” service types, contact the owner/landlord and the tenant before the end of the term of the tenancy agreement to establish whether the parties wish to extend the tenant’s period of occupation, whether by entering into a new tenancy agreement, by holding over or otherwise, and the agent shall facilitate any negotiations.
- 8.2 If the tenant remains in occupation after the expiry of the original tenancy agreement:
- 8.2.1 The renewal fee shall become payable in place of the letting fee; and
- 8.2.2 Where applicable, the management fee or rent management shall (if the contract has not been terminated under clause 6) remain payable.
- 8.3 The renewal fee is payable:
- 8.3.1 In relation to the period starting on the expiry of the original tenancy agreement and ending 2 years after that date; and
- 8.3.2 Where the original tenant (or one of the original joint tenants) remains in occupation of the property.

## **9 COMPLAINTS AND REDRESS**

- 9.1 In accordance with the Redress Schemes Order, the Agent is a member of a redress scheme for dealing with complaints.
- 9.2 The name of the Agent’s redress scheme is the Property Redress Scheme.
- 9.3 A copy of the Agent’s complaints handling procedure may be obtained on request.

## **10 NATURE OF AGREEMENT**

- 10.1 The contract between the Owner/Landlord and the Agent is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 10.1.1 Specific parts of the Agent’s duties may be outsourced as the Agent deems necessary on condition that the duties are performed in line with the service standards expressed in this Agreement.
- 10.2 The Agent may receive referral fees, commissions, or incentives from some related parties or suppliers, such as mortgage providers, insurance providers, solicitors, etc. These benefits will not impact on the advice or recommendation given by the Agent and the Landlord or the Owner’s best interests will always be the top priority. The Agent will not charge 3<sup>rd</sup> party contractors a commission or referral fee for works arranged on behalf of the Landlord or Owner unless it is expressly agreed, such as with the “Project Management Service” or services that do not include management of repairs within them.
- 10.3 These Terms together with the Appointment Form contain the entire agreement between the parties with respect to the Property and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 10.4 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms or the Appointment Form, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 10.5 No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 10.6 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision. To the extent legally possible, such invalid or unenforceable provision will be amended in such a manner as to comply with the law while offering the greatest possible protection to the Agent.

## **11 NOTICES AND SERVICE**

- 11.1 Any notice or other information required or authorised by these Terms to be given by either party to the other shall be given by:
- 11.1.1 delivering it by hand;
  - 11.1.2 sending it by pre-paid registered first class post; or
  - 11.1.3 sending it by email, fax or comparable means of communication,
- to the other party at the address given in clause 11.4.
- 11.2 Any notice or information given by post in the manner provided by clause 11.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the fourth working day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 11.3 Any notice or information sent by email, fax or comparable means of communication shall be deemed to have been duly given on the date of transmission, if a confirming copy of it is sent as provided in clause 11.1.2 to the other party at the address given in clause 11.4 within 24 hours after transmission.
- 11.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the contract shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

## **12 VAT**

All sums payable under these Terms are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question or otherwise included in any relevant calculation.

## **13 RELATIONSHIP OF THE PARTIES**

Nothing in these Terms shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Owner/Landlord and the Agent.

## **14 JURISDICTION**

These Terms shall be governed and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English and Welsh courts.

**Signed by Landlord or Owner (as the case may be):**

**Full Name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## ANNEX 1 - TENANCY DEPOSIT TERMS AND CONDITIONS

### 1. Definitions

1.1. In this Annex 2, the following terms shall have the following meanings for the purpose of Tenancy Deposit Terms and Conditions:

“**Agent**” means Let Me Limited trading as Let Me Properties;

“**Landlord**” means the owner or landlord of a property, as the case may be;

“**Relevant Person**” means person who paid the deposit or any part of it on behalf of a tenant’;

“**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;

“**Scheme**” means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited;

“**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; and

“**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.

### 2. Assured Shorthold Tenancy Deposits

2.1. If a tenant pays a deposit in connection with an assured shorthold tenancy (“**AST**”), that deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme.

2.2. The Landlord must give the tenant and any Relevant Person(s) certain prescribed information about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

2.3. The Agent is a member of the Tenancy Deposit Scheme, which is a government-authorized tenancy deposit protection scheme, administered by:

The Dispute Service Limited

PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

Phone: 0845 226 7837, Web: [www.tds.gb.com](http://www.tds.gb.com)

Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com), Fax: 01442 253193

2.4. If the Agent receives an AST deposit on the Landlord’s behalf, the Agent will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on the Landlord’s behalf. The Landlord hereby fully releases the Agent of all liability relating to the holding and handling of tenancy deposits on the Landlord’s behalf to the fullest extent permissible by law.

**2.5.** A valid notice seeking possession of a property under section 21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply to the courts for compensation of between one and three times the amount of that deposit if the Landlord (or someone acting on the Landlord's behalf):

- a) fails to give prescribed information within the Statutory Time Limit;
- b) fails to comply with the initial requirements of an authorised tenancy deposit protection 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.

**2.6.** The Agent will hold deposits relating to the Landlord's property under the terms of the Tenancy Deposit Scheme. The Agent must comply with the rules of the Scheme, and the Agent will not be able to act on the Landlord's instructions with regard to the deposit if those instructions are incompatible with the rules of the Scheme.

**2.7.** The Scheme rules are available to view and download from [www.tds.gb.com](http://www.tds.gb.com). The Agent must hold the deposit as "stakeholder". This means that the Agent can only pay money from the deposit if:

- a) both the Landlord and tenant (and any Relevant Person) agree;
- b) the court orders the Agent to do so; or
- c) the Scheme directs the Agent to do so.

### **3. During the tenancy**

**3.1.** The Agent will hold deposits relating to the Landlord's property under the terms of the Tenancy Deposit Scheme. The Agent must comply with the rules of the Scheme, and the Agent will not be able to act on the Landlord's instructions with regard to the deposit if those instructions are incompatible with the rules of the Scheme.

**3.2.** The Agent will hold the deposit as stakeholder in its client account (separate from the money used by the Agent to run its business).

**3.3.** Any interest earned on the deposit will accrue to the benefit of the Agent.

**3.4.** If the Scheme directs the Agent to send the deposit to them, the Agent must do so within 10 days of receipt of that instruction. The Scheme will not ordinarily direct the Agent to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

**3.5.** At the end of an AST the Agent will liaise with the Landlord to ascertain what (if any) deductions the Landlord proposes to make from the deposit, or have already agreed with the tenant. The Agent will seek to help the Landlord resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on the Landlord's behalf if so instructed.

**3.6.** Once the Landlord and tenant agree how the deposit should be allocated, the Agent will ask both parties to confirm their agreement in writing. The Agent will then pay the deposit according to that agreement within 10 days of receiving written confirmation of agreement from both parties. The Agent

cannot make such payments until it has the tenant's agreement. (If there are joint tenants, all of them must agree.)

#### **4. Where there is a dispute about the deposit at the end of the tenancy**

- 4.1.** The Agent will hold the deposit as stakeholder in its client account (separate from the money used by the Agent to run its business).
- 4.2.** The Landlord must use reasonable efforts to resolve any dispute as soon as practicable after the tenancy ends. The Landlord agrees to behave reasonably in this regard and agrees to follow the Scheme rules and guidance on what the Landlord may claim for. Where the Landlord fails to reach agreement with the tenant(s) within a reasonable period of time, the Landlord agrees to pay the Agent a fee of £200 plus applicable VAT for the administration and handling of the dispute with the Tenant(s).
- 4.3.** A tenant may ask the Agent to repay the deposit at any time after the tenancy has ended. The Landlord agrees to the Agent's prompt release of any part of the refund that does not need to be withheld to cover any breaches of the tenancy agreement. The Agent will take the Landlord's instructions at the time regarding the amount to be withheld.
- 4.4.** If the tenant(s) ask(s) the Agent to repay some or all of the deposit, and the Agent does not do so within 10 days of the tenant's request, the tenant(s) can notify the Scheme. The Scheme may then direct the Agent to pay the disputed amount to the Scheme. The Agent must comply within 10 days of the Scheme's instruction.
- 4.5.** If the Agent protects a deposit with the Scheme on the Landlord's behalf, the Landlord hereby authorises the Agent to pay to the Scheme as much of the deposit as the Scheme instructs. The Agent will contact the Landlord to keep the Landlord informed, but the Agent will not need to seek the Landlord's further authority to send any money ordered by the Scheme.
- 4.6.** The Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution ("**ADR**"). Usually, this takes 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 ADR service if it relates to an AST.
- 4.7.** If the tenant's claim is referred for ADR, the Agent and the Landlord will be invited to accept or contest the claim. The Landlord must notify the Scheme whether it agrees to submit the dispute for ADR within 10 Working Days from (but not including) the date of the Scheme's communication to the Landlord. If the Landlord does not respond to the Scheme within this timescale, the Landlord will be treated as having given its consent to ADR.
- 4.8.** Agents and landlords are also permitted to refer a deposit dispute to the Scheme. If the Landlord or the Agent refers a deposit dispute to the Scheme, the Scheme will contact the tenant(s) to confirm whether they agree to ADR. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is **not** deemed to consent to ADR. If the tenant (or all joint tenants) do(es) not agree to ADR, and does not agree to the deposit deduction(s) claimed by the Landlord, the Landlord will need to issue court proceedings if the Landlord wishes to pursue its claim.

**4.9.** 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.tds.gb.com](http://www.tds.gb.com).

**4.10.** The 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, (b) an order from the court that has become final, or (c) an agreement being reached between the Landlord and the tenant(s).

**4.11.** If the Landlord orders any work to be carried out at the property before a dispute has been resolved, the Landlord does so at its own risk. There is no guarantee, if the Landlord incurs expense in this regard, that a dispute will ultimately be resolved in the Landlord's favour.

## **5. Consent to use personal information**

**5.1.** When the Landlord agrees to use the Agent's services, the Landlord agrees that the Agent may use information provided by the Landlord, including (but not limited to) information about the Landlord, for the purposes of performing the Agent's obligations to the Landlord.

**5.2.** The Landlord agrees that the Agent may supply such information as is reasonably required to the Scheme. The Landlord agrees that the Scheme, or the government department responsible for the Scheme, may contact the Landlord from time to time to ask the Landlord to participate in surveys. If at any time the Landlord does not wish to be contacted for that purpose, the Landlord should write to the Scheme as explained in the Scheme Leaflet ([www.tds.gb.com](http://www.tds.gb.com)).

## **6. The Agent's duty to provide correct and complete information**

**6.1.** When the Landlord agrees to use the Agent's services, the Landlord guarantees that all the information it provides to the Agent is complete and correct to the best of the Landlord's knowledge, information and belief. The Landlord must inform the Agent immediately if it comes to the Landlord's attention that any information supplied is incorrect, incomplete or has changed.

**6.2.** If the Agent suffers any loss or incurs any cost because information provided to it by the Landlord was incomplete, incorrect and/or outdated, the Landlord agrees to pay to the Agent the amount necessary to put the Agent in the position it would have been in had the information been correct. This clause does not relieve the Agent of its own obligation to use reasonable skill and care in providing its services to the Landlord, or to take reasonable steps to keep the Agent's losses and costs to a minimum once the Agent realises there is a problem.

## **7. Where the tenancy is not an AST**

**7.1.** Where the tenancy is not an AST, the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme makes its independent ADR service available to the Landlord as the Agent's client, because the Agent is a member of the Scheme.

**7.2.** If a dispute arises the Landlord, the Agent or the tenant(s) may 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) the Landlord, the Agent and the tenant(s) must consent in writing to the proposed method of ADR if they wish to proceed (if there is no such agreement, the options are to negotiate or litigate);

- c) the parties will have to pay a fee of £500 plus applicable VAT (or such other fee as the Scheme may set from time to time) or 10% of the deposit plus applicable VAT, whichever is the larger amount.

**7.3.** The Scheme will not commence the ADR process until all parties have agreed in writing and paid the applicable fee and the disputed deposit to the Scheme.

## **8. Joint Landlords**

If there is more than one Landlord, any or all of them will be able to participate in ADR. The Scheme does not accept liability to any one or more joint Landlords for acting on the instructions of any other joint Landlord. The Scheme does not accept directions from joint Landlords to deal only with instructions agreed unanimously by joint Landlords. If the Landlord wants all decisions to be made jointly, this is something that should be agreed between the joint Landlords. It will then be a matter for the joint Landlords to resolve among themselves if one or more of them does not comply with that agreement.

ANNEX 2 - HMO TERMS AND CONDITIONS  
HOUSE OF MULTIPLE OCCUPANCY (HMO)

These Terms below along with the terms of the Let Me Properties Landlord Terms Of Business apply when Let Me Limited (company number 06620607) trading as Let Me Properties (the “**Agent**”) is appointed by a property owner or landlord to secure the letting of an HMO property on an assured shorthold tenancy and also to any deposit holding and property management services to be provided by the Agent during the tenancy. The Terms form the basis of the property owner’s/landlord’s contract with the Agent, so please read them carefully before signing the Appointment Form.

**1. DEFINITIONS:**

In this Annex 2, the following terms shall have the following meanings for the purpose of the HMO Terms and Conditions:

**AGENT** – Let Me Limited (company number 06620607) trading as Let Me Properties referred to as “We”, “Us”, “Our, etc.

**LANDLORD** - means the landlord of the Property, which may or may not be the same as the Owner(s); referred to as “You”, “Yours”, etc.

**OWNER** - means the owner(s) of the Property, which may or may not be the same as the Landlord; referred to as “You”, “Yours”, etc.

**HMO** - The law (Housing Act 2004) says an HMO is a house or flat that is let to three or more unrelated tenants who share a kitchen, bathroom or toilet. In order to be an HMO the property must be the tenants’ main home or principal address. This will include properties let to migrant workers.

**REGULATIONS** – All regulations dictated by the Welwyn Hatfield Council relating to HMO properties including but not limited to the “HMO Management Regulations”, “Standards and Amenities Guide”, “Herts Fire Precautions Guide 2010”, etc.

**GAS SAFE REGISTERED** - The official list of gas engineers who are qualified to work safely and legally on gas appliances. Always check your engineer is on the Gas Safe register.

**NICEIC** - National Inspection Council for Electrical Installation Contracting

**ECA** - Electrical Contractors Association

**IEE** - Institute of Electrical Engineers

**COMMON PARTS** - The entrance door to the property and doors leading to each unit of accommodation (bedroom); Any area which the occupiers use to gain access to their unit of accommodation including stairways, lobbies and halls; Any area which is shared by two or more households including bathrooms the kitchen, living room, conservatories etc.

**HOUSEHOLD** - Persons who are related, married or living as a couple.

**HMO MONTHLY INSPECTIONS** – The visits from the Landlords' Agent staff member where basic tests will be performed and recorded on the Fire Alarm System, Emergency Lighting System, and other general tests will be performed by a non-expert person to check that the property remains compliant with the relevant regulations. These inspections are conducted by a non-expert and are in no way guaranteed to catch any or all issues of non-compliance.

**2. HMO Property Visits (HMO Monthly Inspections):**

- 2.1. We will endeavour to visit your Property on a regular basis, to inspect it both internally and externally to ensure it is being maintained to a reasonably expected standard by the Tenant. We will also check for any maintenance/repairs that are necessary. The HMO Management Regulations state that regular safety checks must be carried out on the smoke detectors, emergency lights, fire doors (to ensure strips have not been removed and that auto-closure devices are still in working order), as well as checking for other hazards. We will endeavour to visit on a monthly basis to carry out these basic checks (HMO Monthly Inspections) as a non-expert person, at an added charge per visit as detailed in Section 7 of the Landlord Terms of Business "Fees". We cannot and do not accept any responsibility for these checks, including if these checks are missed, are not conducted properly, or are in any other way found to be insufficient. If on any of these visits we find that there are maintenance or repair works required to bring the property back up to the required standards, the Landlord hereby gives us permission and authority to instruct our contractors, as we see fit, and charge the cost back to the Landlord.
- 2.2. As standard, we do not perform HMO Property Visits on vacant properties, therefore, please write to us at [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk) if you would like us to inspect your HMO property when it is vacant.
- 2.3. If your Property is vacant during winter months and depending on how well it is insulated, heated, etc., we recommend that heating is left on low or that the water system is completely drained down to prevent burst pipes. We cannot and do not accept any responsibility for your property at any time, especially whilst vacant, and we suggest that you visit it on a regular basis or instruct contractors to visit it on a regular basis for you in this instance.

### 3. Schedule of Repair Types:

- 3.1. It is anticipated that the following response times will apply to the completion of the following categories of repair. In most cases, the Manager shall attempt to contact the Landlord. Should it not be possible to contact the Landlord, and get a response within 24 hours, then Let Me Properties will have notional authority to arrange works and instruct contractors to carry out works up to a total of £2,000.00. In some very extreme cases, if necessary, this authority will extend to cover any and all works required at the Property, even if the works total more than the total above, although these are worst case scenarios which we hope can be avoided.
- 3.2. Emergency repairs – within 1 working day
  - Examples include:
    - 3.2.1. Damage that puts people or buildings at serious risk / Insecure outside doors or windows
    - 3.2.2. Total loss of heating in winter months subject to part being ordered
    - 3.2.3. Total loss of gas supply or electrical power
    - 3.2.4. Loss of water supply or a burst water main / serious water leaks/flooding
    - 3.2.5. Blocked or leaking foul drain or soil stack / blocked or no-flushing toilet (if the only toilet in the property)
- 3.3. Urgent repairs – within 3 working days
  - Examples include:
    - 3.3.1.1. Blocked drains, sinks, basins and toilets (where there is another one working in the property)
    - 3.3.1.2. Total loss of hot water in summer months (except vulnerable households)
    - 3.3.1.3. Minor plumbing leaks / Minor electrical faults

3.3.1.4. Defective flooring or stair treads if causing trip hazard

3.4. Routine repairs – within 30 days

Examples include:

3.4.1. • General joinery repairs, for example easing/adjusting doors and windows

3.4.2. • Non-urgent electrical work not listed above

#### **4. Initial Preparation of the Property:**

4.1. When we are first instructed to manage the property, we will conduct an initial inspection, at the cost of two times the “HMO Monthly Inspection Fee” detailed in section 7 of the Landlord Terms of Business. At this inspection we will endeavour to report any requirements of the HMO regulations not currently being met.

4.2. You hereby authorise us to instruct any works required to bring the property up to the standards required by the regulations, and to accept that the costs of these works will be deducted from any funds held on your account with us.

4.2.1. HMO Manager Notice Board - Most properties will require a new HMO Manager Notice Board including information about fire safety, rubbish collection days (and handling), information about dealing with condensation and avoiding mould, inspection logs to detail records of regular inspections, and finally our own details, as HMO Managers. We will supply these boards and the required attached information leaflets as a unit, for a cost of £60 + VAT. This does not include the cost of getting this notice board screwed to the wall – this will be done separately as part of any other works required at the property.

4.2.2. You hereby authorise us to supply this HMO Notice Board and charge you the above cost of £60 + VAT.

#### **5. Gardening Maintenance**

5.1. It is the Landlord's responsibility to ensure that any garden of an HMO property is maintained regularly. This includes mowing any lawn, keeping any beds, bushes, trees, and hedges.

5.2. Most landlords of HMO Properties that we manage like to maintain the gardens of their properties themselves. If you wish to do this, please email [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk) at least 2 working days before you intend to visit to care for the gardens so that we can give your tenants proper notice.

5.3. If you prefer not to manage the gardens of your HMO Property yourself, please inform us in writing to [support@letmeproperties.co.uk](mailto:support@letmeproperties.co.uk) and inform us of the schedule you would like us to arrange for regular gardening to be carried out at your property. For example, “once per month April through November and once in February”.

#### **6. Property Condition and Cleanliness**

6.1. It is a requirement that the property is maintained in a good condition at the start and throughout the tenancy. To ensure that the property is given to the tenants in the best possible condition, we require that the property is professionally cleaned before new tenants move in. The cost of the initial cleaning is paid by the landlord, with outgoing tenants being liable for the majority of cleaning costs after this.

#### **7. Regulatory Requirements**

7.1. The HMO Properties we manage must meet or exceed the PAL Scheme code of property standards and this must be maintained throughout the management period.

7.2. The HMO Properties we manage must meet or exceed the relevant REGULATIONS (as shown in the definitions above) and this must be maintained throughout the management period.



## 8. Legally Required Safety Certificates for HMO Properties

It is always a mandatory requirement for the following certification to be present at HMO Properties:

- Emergency Lighting Certificate (required annually)
- Fire Detection System Certificate (required annually and in some very large HMO properties required every 6 months)
- Fire Risk Assessment (required annually)
- Legionella Risk Assessment (required annually)
- PAT (Portable Appliance Testing) Certificate (required annually)
- Gas Safety Certificate (required annually)
- Electrical Installation Condition Report (required every 5 years for HMO Properties)
- EPC (Energy Performance Certificate) of Rating A through E (required every 10 years)

We will arrange for the above certificates to be created by our approved 3<sup>rd</sup> party contractors for all managed HMO properties at the landlords' expense.

### 8.1. The Gas Safety (Installation & Use) Regulations 1998:

It is law for gas equipment in rented accommodation to be checked annually and we will require the Landlord's Gas Safety Record issued by a Gas Safe Register Contractor relating to all gas appliances at the Property before commencement of tenancy. We will be pleased to arrange this for you at a very competitive cost. A copy of the Gas Safety Report is given to the Tenant within the first week after check in.

### 8.2. The Furniture and Furnishings (Fire) (Safety) Regulations 1988:

It is law for all upholstered furniture and soft furnishings, including sofas, mattresses, cushions, etc., to carry labels confirming that they have passed the 'ignition test', (otherwise known as the 'cigarette' or 'match test'). The regulations do not apply to carpets, curtains or furniture manufactured before 1950. There are severe penalties for non-compliance with punishment of up to six months imprisonment and/or a £5,000 fine.

All properties must be FIRE CHECKED each year and documented – This can be arranged by us for an additional charge if requested.

### 8.3. The Electrical Equipment (Safety) Regulations 1994:

The law states that any person supplying electrical equipment must ensure that it is safe and will not cause a danger to any person using it.

### 8.4. Portable Appliance Test

Electrical Safety Regulations came into force 1 June 1989 and apply to all electrical equipment that is designed or adapted for use between 50 and 1000 volts.

These electrical appliances should be checked before every let. If there is any doubt as to the safety of any electrical equipment, then it should be removed. Therefore, be vigilant when you see worn or cut flexes, broken casings or other safety defects. The inspections/test must be done by a qualified electrician, who can supply a certificate. This test must be done annually or when a new tenant moves into the property. We will be pleased to arrange this for you at a very competitive cost.