

LETTKINGS

Agent
to
Landlord
Agreement



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Let Only

What's Covered

Photographs Online Marketing
 Prominent Lettings Board Accompanied Viewings Viewing Feedback
 Referencing the Tenant(s)
 Right to Rent Checks Tenancy Agreement (Contract)
 Tenancy Move-in

What's the Cost?

You Pay:
 £500.00 + VAT (£600.00)



Full Management

What's Covered

Photography & Online Marketing
 Prominent Lettings Board Accompanied Viewings Viewing Feedback
 Referencing the Tenant(s) Right to Rent Checks Tenancy Agreement (Contract) Tenancy Move-in
 Check Smoke & Carbon Monoxide Alarms
 Notify Council and Utilities of New Tenants
 Processing Rent Payments Chase Rent Arrears
 Schedule of Condition (Inventory) Deposit Protection
 Mid-Tenancy Inspections Arrange Maintenance Quotations and Work End of Tenancy Inspections

What's the Cost?

Option 1- Fix Fee
 Tenant Find: _____
 Monthly Fee: £____ + VAT
 Option 2- Spread the Cost
 Tenant Find: _____
 Monthly Fee: £ ____ % + VAT



NO Worries

What's Covered

This service covers all the same as the "Full Management" list, plus the benefits of:

Rent Insurance
 Electricity Safety Certificate Gas Certificate (If Applicable)
 Energy Performance Certificate

What's the Cost?

Monthly Percentage _____ % +
 VAT Your set up cost:£____
 +VAT (Dependent on Rental Value)



Additional Options

Tick What You'd Like!

Deposit Protection
 Your Pay: £ _____

Schedule of Condition (Inventory)
 Your Pay: £ _____

Gas Safety Certificate
 Your Pay: £ _____

Electricity Safety Certificate (Size Dependent)
 Your Pay: £ _____

Energy Performance Certificate
 Your Pay: £ _____

Property Key Cutting
 £10 + VATG
 + The cost of the key cutting

What's the Cost?

Opt. Price (Inc. VAT)

LETTKINGS

Lettings - Management - Mortgages - Sales



Let Only



Full Management



No Worries

We need to get to know you better...

Full names of the properties owners:

Is this property owned by a company? Yes No Company Name: _____ Company Number: _____

Please provide us a copy of your: 1) Identification(ID)-Passport/Driving License 2) Proof of ownership(Land Registry Document) 3) Copy of Landlords Insurance Policy Document

What is your correspondence address? _____

What date is your property ready to let? _____ How long are you wanting to let your property for: Short term? Long term?

Is your property: Empty? Tenanted? Owner Occupied?

How will we get access: A key? Via Tenants? Owner Occupied?

Does your property have an alarm? Yes No If yes, what is the code? _____

Utility Meters Location - Gas: _____
Electric: Is the Gas BILLED or TOP UP Is the Electric BILLED or TOP UP

Stop Cock Location: _____ Fuse Box Location: _____

What white goods are you providing? _____
Do you want a white goods clause? Yes No "What's this?" A white goods clause makes the kitchen appliances the responsibility of the tenant! Not able for integrated appliances.

Bills Included? Council Tax: Wifi: Gas: Electric: Water: TV Licenses:

Tenancy Restrictions: - Non Smokers - No Sharers - No Housing Benefits - No Childrens - No Students - Pets - No Dogs - No Cats - None at all

Do you have Biler / Drain protection? - Yes - No If Yes, Company name: _____ Policy Number: _____

What bank account do you want to be paid to? _____

Bank Name: _____ Account Number: _____ Sort Code: _____ Name on Account: _____



Agreement for No Worries, Full Management and Let Only Services

I hereby appoint Lettkings Limited as my agent to undertake all subsequent marketing (and management if so instructed) of any property provided to Lettkings Limited, in accordance with the terms and conditions detailed within this contract, until such time as this contract is terminated in writing as per the termination points in this contract.

In particular, I appoint you to:

- Market online and access my property without consent to conduct viewings in order to allow Lettkings Limited to Let my property.
- Receive rent and account to me after deductions of outgoings and management expenses.
- Pay from the monies received and held any maintenance, repair, or other property related charges, up to a maximum of £ [redacted] for any one item, at your absolute discretion and without prior reference to me, funds permitting (No worries and Full Management Services only);
- Authorize ANY works without prior reference to me, necessary in accordance with good property management, where the unusual nature of the situation and / or lack of time has rendered it impossible to gain prior authorisation.

Warranties and Agreements

<ul style="list-style-type: none"> • I confirm that I AM a UK resident (For tax purposes) <input type="checkbox"/> 	<ul style="list-style-type: none"> • I confirm that I AM NOT a UK resident (For tax purposes) <input type="checkbox"/>
<ul style="list-style-type: none"> • I confirm the property HAS a Gas Supply, And I accept responsibility for ensuring the boiler is certified with a Gas Safe certificate. <input type="checkbox"/> 	<ul style="list-style-type: none"> • I confirm the property has NO GAS supply <input type="checkbox"/>

- I confirm that I/we are the sole owners of the property.
- I agree to be bound by all the and conditions of this contract, and confirm that I have read and understood the content of this contract.

Signature: _____ Full name: _____

Date: _____

Lettkings Limited is an approved Lettings agent registered with The Property Ombudsman, who's member meet regulations by The Trading Standards Institute. Lettkings Limited re members of the Residential Landlords Association (RLS). Lettkings Limited is a registered company.

Signature: _____ Full name: _____



Selective Licensing Scheme (Waltham Forest)

What is the Selective License Scheme?

As of the **1st August 2018**, Waltham Forest Council introduced a new ‘Selective Licensing Scheme’ which requires landlord’s obtain a license for each of their rental within a selected area. The licensing scheme has been intro in order to improve housing in the rental market within Nottingham City Council. Gedling Borough Council also operates a similar scheme.

Should you not have a license, after the 1st August 2018, you could receive a civil penalty of £30,000 or prosecution on summary conviction which carries an unlimited maximum fine. Landlords may also be prevented from holding a incense in the future and/or may be subject to a rent repayment order.

What is the cost for this License?

For non accredited landlords the price of a 5 year license will be £890.00 per property (council depending). For accredited landlords, the price of a 5 year license will be £670.00 per property(council depending).

For information on how or if to become accredited you can talk to Lettking Private Limited who will advise you on what is your best course of action to take.

What are Lettkings Private Limited doing to assist in Selective Licensing for an extra £20+vat per month?

Lettkings Private Limited are taking on the selective license for Landlords/Landladies who are not confident to sort the license themselves. Lettking Private Limited are going to:

- Apply for the license on behalf of the owner, completing application forms and conducting admin and time to collate the information
- Make the initial payment for the landlord in order to complete the application form (cost will be owned back to Lettkings Private Limited)
- Applying for the license under the name of Lettkings Private Limited, therefore putting a;ll liability on ourselves and not you as the owner
- Arranging certificates, repairs and paperwork in order to meet the requirements of license
- Keeping in contact with the council in order to keep in line with any legislation changes and ensuring your property meets these requirements
- Inspecting the property ever SIX months and logging the visit with the council upon request, and within our property system
- We will attend any additional property inspections which are requested by the council
- We will respond to any request from the council within 1 working day
- Lettkings Private Limited reserves the right to revoke the license being in our name should you not allow us to keep in line with council requirements.

Singed :

Name(s):

&

Date:

I confirm I/We authorise Lettkings Limited to obtain the license in the name and to conduct the above work in order to keep in-line with the requirements of the license. If urgent works are required and you are uncontactable Lettkings Limited reserve the right to proceed with the works in order to keep the property up to standard and within the license requirements in order for us to avoid any fines, I accept the charge of £20+vat per month for Lettking’s obtaining the license in the company name.

Singed :

Name(s):

&

Date:



Terms of Agent to Landlord Agreement

1. Terms of Business

We offer a range of Letting and Management Services to meet your individual needs, whether you are a private home owner, an investment landlord or a corporate property company

Our accounting and business practices fully comply with The Property Ombudsman(TPO), Lettings Private Limited is regulated by this body and abides by their respective codes of practice. This contract contains our Terms of Business that bind our contractual relationship. From time to time it may be necessary to vary our Terms of Business, and we will do so by advising you in writing of such changes, and the date at which such changes will become effective. We will not change the Terms of Business more often than six-monthly, unless such changes become necessary due to significant legislative changes. The Terms of Business set out in this contract will apply to your current instructions and to any future instructions that you give us. By signing these Terms of Business you agree that we can market the property until the commencement of the Tenancy Agreement, and manage the property through that tenancy, and continue to market the property and manage your possible successive tenancies, until such time as you instruct us in writing that you wish to terminate these Terms of Business. In accordance with the Consumer Protection Regulations if you deal solely with us via the internet or you sign our Terms of Business at home you have a period of 7 days from the date signing this agreement in acceptance of our terms within which to cancel this agreement. In both cases a formal 'Notice of Right to Cancel' must be saved upon us in writing within the cooling off period. Should you have any questions about the Terms of Business, please contact us at the office.

1. Our Services

2.1 Services

We offer three types of services - Full Management, No Worries and Let Only. The benefit of each level of service are as follows:

For our Full Management, No Worries and Let Only Service

- Viewing the property and advice on its preparation for the letting market
- Marketing the property to find a suitable prospective tenancy(s).
- Full and satisfactory referencing the prospective tenant.
- Preparing the relevant legal documents, including the Inventory and Schedule of Conditions(should you request this)
- Checking the tenant into the property via key collection from the office.

- Collect tenants Right to Rent and within the United Kingdom.
- Floorplans are included for marketing reason.

And Future for Full Management and No Worries Service:

- Accounting for any such monies that are spent on your behalf.
- At the conclusion of the Tenancy Agreement, checking- out the tenant from the property.
- Arranging the release of the deposit held and assisting with any deposit disputes. Please note that whichever level of service you select we will hold and use information about you, supplied by you.
- Managing the property during the Tenancy Agreement, arranging repairs and refurbishments as necessary.
- Conducting periodic inspections on the property.
- We reserve the right to obtain commission from suppliers on repairs and maintenance that we manage.
- Video inventory of the property documenting the current condition of the property.

And Future for the No Worries Package:

- Tristrams will cover the cost of Rent Insurance on the Property. The policy wording will be provided to the landlords. The Rent insurance is a 12 month policy.

Should the property tenants not qualify for Rent Insurance Trigrams will advise the landlords of this

- Tristrams will cover the cost of Gas Safety Certificates to the property if the property obtain a gas supply. This will not cover any remedial works required to ensure the property is Gas Safe.
- Tristrams will cover the cost of Electrical Installation Condition Report(EICR). This will not cover any remedial works required to ensure the property is safe and passes the EICR Certificate.
- Tristrams will cover the cost of Energy Performance Certificate (EPC). This will not cover any remedial work required to make your property grade E or above.

2.2 Third Parties

We may also contact other third parties who provide property related services on your behalf, to request that they provide quotations for their services in relation to the property.

You hereby expressly permit us to release your contact and other relevant details to any such third parties, and authorise us to request that they contact you directly with details of their services and quotations.

Lettings Private Limited may assign our rights and/or obligations under our agreement with you to any business which is a successor or intending success to our business or any part of it.

2.3 Marketing of the Property

We may market using our established marketing methods, which will include some or all of the following:

- Heft profile internet marketing with various websites;
- High street in branch promotion;
- Locally branded "To Let" boards where permitted;
- Contacts with many local companies and relocation agents.
- Social Media such as Facebook, Twitter, Instagram and LinkedIn.
- Our developed applicant list.

We continuously strive to promote ourselves to as many potential tenants as possible, by using a number of ways and means.

Our registered, we will qualify suitable tenants and reference them from appropriate sources, which may include previous landlords(if any), employers, accountants, business references, companies house, and credit checks.

Whilst we endeavour to identify a suitable tenant for the property, we do not provide any guarantee that any tenant we identify will satisfy the reinvent referencing procedure or credit checks. Furthermore we do not durante to locate any suitable tenant if all for the duration of this agreement.

2.4 Tenancy Agreements

We will prepare, in simple English and consistent with the Property Ombudsman Code of Practice, a Tenancy Agreement specifically for the property and the tenant. We keep our standards Tenancy Agreement under constant review to keep pace with the manu legislative changes and cade low, but can advise you of any adaptations you may wish to make to suit your individual property and circumstances.

When we are in receipt of a signed Tenancy Agreement from both parties and any monies payable, we will formally

Complete the documentation to give legal effect to the contract. We will sign the Tenancy Agreement on your behalf as your agent where you have authorised us to do so in writing, and formally complete the Tenancy Agreement once the tenant has signed and returned the agreement to us. Should there be any extensions or renewals of the Tenancy Agreement, we will continue to prepare all necessary subsequent extension Tenancy Agreement, and formally complete the same upon receipt of signed documentation from the landlord and the tenant.

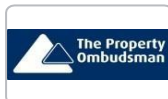
Is signing the Tenancy Agreement, you are deemed to have accepted any such references and thereby grant consent for the tenancy to proceed. Should you not wish to use our service to prepare the Tenancy Agreement, and will not approve any third party Tenancy Agreement, and will not accept any responsibility for any losses suffered by you directly or indirectly resulting from the clauses of a Tenancy Agreement that we have not prepared.

2.5 Preparing the property before your tenancy commences

Following a specific request by you, we can assist in preparing the property before Tenancy Agreement commences, from example, by arranging for rubbish to be cleared out, or furniture to be moved/removed. Should we consider it necessary we will arrange for a cleaner to clean the property before the tenancy commences. In each case you will be liable to pay the appropriate contractors invoice

2.6 Inventories and Schedules of Condition (If requested by you, but included in our full management and No Worries service)

Before the commencement of the Tenancy Agreement we will organise an inventory of furniture, fitting and Schedule of Condition, to be prepared by an experienced inventory clerk, who will also arrange a check-in of the property and a check-out, and who will prepare reports of both. This service is strongly recommended, and unless otherwise instructed by you in writing we will make the necessary arrangements for this specialised to compile the inventory. Please note that this does not include inspection of lots and cellars.



The cost of compiling and checking the inventory will vary depending on the size of the property, the amount of furnishing, and the time required to undertake this service. As a landlord you, are Responsible for that cost of preparing the inventory and schedule of condition, and for the check-in and check out. refundable after the service has been completed.

We will not accept any responsibility (especially in regards to deposit disputes) should you prefer to carry out your own inventory formalities or choose not to record the condition of the property prior to any tenancy. Responsible care will be taken when instructing independent inventory clerks, but we accept no liability for any error or omission in their part.

2.7 Utilities

(Only applicable to our Full Management and No Worries Service)

When a Tenancy Agreement commencement date has been agreed, or when a liability (tenancy end) date has been agreed, we may arrange for a utility provider to provide a quotation and may (at our discretion) action to another utility provider during any period that the property is unoccupied.

2.8 Transfer of Rent

(Only applicable powerful management and No Worries Service)

We will transfer all rents received directly to your bank account. We must, of course, have cleared fund in our accounts and you must be entitled to the rent in accordance with the terms of the Tenancy Agreement. We transfer all rents the next working day after the fund come into our client account.

We will report to you regularly showing the rent received and transferred to you, payments made for our fees, and other disbursements made in respect of property management issue and repairs, refurbishments and maintenance of the property, together with payments for any other services you authorise us to make on your behalf.

Where any overpayment of rent has been paid to you, we reserve the right to refund any such over payment from monies held on your account whether paid to us by you, that same tenant, another tenant, or any third party.

2.9 Arrears and Tenant's Infringements

(Only applicable to our Fully management and No Worries Services) Should the tenant fall behind with the rent we will automatically adopt our arrears procedure, keeping you updated at suitable intervals. If we become aware of any other significant breaches of the Tenancy Agreement you will be informed accordingly.

If it is necessary to take legal action you will be responsible for instructing your own solicitor for all the fees arising. If any of our staff are required to attend court on your behalf there will be a charge £200.00 per hour (or any part thereof) for each staff member plus reasonable travel costs and sundries (costs are subject to +VAT)

2.10 Repairs and Management Reserve

(Only applicable to our Full Management and No Worries Service)

During the Tenancy Agreement (but not during marketing periods) we will investigate any faults reported to us at the property and instruct suitable professional contractors to carry out necessary repairs.

In the case of repairs up to £150.00 works will be carried out immediately without reference to you providing we are holding sufficient funds. Where major works are necessary, for example, roofing, replacement of a boiler, or re-decoration, an estimate(s) will be obtained and sent to you for approval.

In all cases of repairs being necessary we will use our preferred contractors, subject to them having the necessary insurance and professional qualifications. We reserve the right to instruct a contractors of our own choice on your behalf, in the case of an emergency, or if your preferred contractor is unable to undertake the work within a reasonable length of time. You agree that you (and not us) will be liable for all such invoices from monies held in your rent account, and should such funds not be immediately available, we will look to you to provide funds to settle the invoices within 7 days of our written request for payment.

2.11 Payments of Outgoings

(Only applicable to our Full Management and No Worries Service)

We will pay property related invoice and bills (with the sole exception of mortgage payments and loan) on your behalf and these payments will show on your statement. We are entitled to accept and pay invoices and bills on your behalf which appear to be correct. We are unable to make payment of any outgoing s should we hold insufficient funds in your account during the Tenancy Agreement.

2.12 Property Visits

(Only applicable to our Full Management and No Worries Service)

Lettings Private Limited will arrange property visits on your behalf in line with in agreement. We will conduct a first property visit at the 3 month stage of your contract. This may be 2 weeks prior to 2 week after the actual 3 month date of your agreement, as it is dependent on gaining access to the property through your tenant or with your tenets agreement. After your first visit is done, your following visit will be conducted after a further 6 months, again with 2 weeks prior or 2 weeks after this period. We will then conduct an inspection every 12 months.

A property visit will monitor the performance of the tenant in respect of their contractual obligations, and allow tenants to communicate 'on-site' should they have special requests or queries. At the conclusion of a visit we will submit a drawn up report to you with comments regarding any recommendations for action required.

These visits should not be relied upon to pick up any structural defects and they do not include lofts or cellars. Our charge for extra visits is on the front page. These visits will be arranged at reasonable points within the contract, as we cannot be seen to visit the property constantly on a weekly basis, unless agreed by the tenant(s). We shall not be liable for any defect or losses arising out of any failure or delay to undertake any such visits if we are unable to gain access to the property.

2.13 Tenancy Extension

Prior to a fixed terms Tenancy Agreement expiring, we shall attempt to negotiate and agree a further fixed term with the existing tenant, unless you instruct us in writing to the contrary (such notice to be received by us at least 70 days prior to the end of the current fixed term). Fees payable in connection with such negotiations are payable in connection with such negotiations are payable whether the tenant commits to a further fixed term or not.

2.14 End of Tenancy Check-Out

(Only applicable to our Full Management and No Worries Service, unless this service is requested and paid for)

Where we manage the property, our experienced members of staff will assist in setting any damages, and endeavour to secure both you and the tenant's express consent before we disburse the deposit monies.

In the event that you

Wish us to undertake any other work or service beyond that specified in the Terms of Business, we shall agree with you a description of that work in writing and the Terms of Business (or amended terms agreed between you and us at the time in writing) that will govern our relationship with you in respect of that other work.

3. Deposit

3.1 Deposits

Where we are instructed by you to hold the deposit, we will hold the tenant's deposit as 'stakeholders' and it will not be released until both you and the tenant have agreed, or an appropriate third party adjudicator has ruled how it should be allocated between the parties. No interest will be paid on the deposit to either you or tenant.

3.2 Tenancy Deposit Protection

For all decide to protect the deposit yourself (or appoint another agent to do so), we shall require from you, before we will release the deposit, either:

- Your DPS membership number; or
- A valid TDS or My Deposits deposit protection certificate complete with all relevant and correct details.

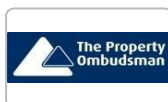
Our charges for collecting, checking your deposit protection arrangements, and transferring a deposit is £50.00 (costs are subject to +VAT). In the cases of DPS we shall make payment direct to that scheme. In all cases where you chose to protect the deposit, it is your responsibility to ensure that the deposit protection legislation is complied with, and we shall not accept any liability for any loss suffered if you fail to comply.

If you are to renew a Tenancy Agreement yourself (providing the tenant with a new contract) where you have chose for us to protect the deposit under our chosen scheme. You as the owner of property agree to take responsibility to ensure you serve all correct documentation required when setting up a new tenancy. Such as the prescribed deposit information, How to Rent Guide, Valis Gas Safety Record (GSR), Energy performance Certificate (EPC) and Electrical Installation Condition Report (EICR).

3.3 Deposits at the end of the Tenancy

Full Management and No Worries Service

At the end of the Tenancy Agreement we will endeavour to secure your consent and consent of the tenant for the allocation of the deposit funds. Where no agreement can be



reached and the deposit is held in our chosen scheme, we will deal with any adjudication procedure provide by the scheme. Where the deposit is held in your own preferred scheme, you will be responsible for dealing with the scheme administrators for the release of the deposit or any dispute. A £50 charge will be payable to Lettings Private Limited if we are to rise a deposit for you (cost are subject to +VAT).

3.4 Alternative Dispute Resolution

All parties agree to co-operate with any procedures put in place to resolve the dispute, and further agree to be bound by the terms of any decision made by the adjudicator appointed by the appropriate tenancy deposit protection scheme where the dispute has been referred for Alternative Dispute Resolution (ADR). Any cost associated with the dispute resolution shall be split equally between you and the tenant, subject to and decision made as to fees as a result of the ADR. It is not compulsory for you or the tenant to refer any dispute in this manner; you or the tenant may if either choose to do so, seek the decision of the courts. We reserve the right to decline any disputes being dealt with by ADR where we feel there is no reasonable prospect of success of your claim or where any fees payable under this section remain unpaid. Where ADR has been declined by us you remain unpaid. Where ADR has been declined by us you remain entitled to make a claim in the court against the tenant, and you will be responsible for any costs involved in making any such claim.

4. Safety and Legal Formalities

4.1 Gas (Appliances and pipe-work)

The gas safety (installation and use) regulations 1998 apply call domestic properties. You must have all gas equipment and pipe-work (if any) at the property safety-checked annually by qualified person, keep a record of work carried out on the appliance, and obtain a gas safety record (GSR)

4.1.1 Prior to any Tenancy:

The GSR must be given to the tenant that the commencement of the Tenancy Agreement. Where no GSR is provided by you in good time prior to a Tenancy Agreement commencing we reserve the right to instruct a suitably qualified contractor to undertake the preparation this will be payable by you to us when this work is ordered, and is non-refundable.

4.1.2 During the remaining period of any Tenancy

A GSR should be renewed annually Where we are instructed under the Full Management Service, we reserve the right to instruct a suitably qualified contractor to undertake the preparation of the further GSR where the GSR is due to expire, and a GSR for the following period has not been supplied by you to us in good time prior to expiry of the current GSR. The cost of this will be payable by you to us when this work is ordered, and non-refundable

By signing the Terms of Business you are accepting full responsibility for ensuring that property and appliances comply fully with these regulations.

4.2 Electrics (Appliances and Wiring)

Part P of the building regulations require certain electrical works to be carried out by a qualified and competent electrician. The hOusing Act 2004 further enforces part P of the building regulations, and in order to safeguard you against possible prosecution should the tenant sustain injury. All properties to be let require Portable Appliance Test (PAT) and Electrical Installation Condition Report (EICR). Where three or more unrelated shares occupy property (making it House in Multiple Occupancy (HMO)) and electrical safety test must be carried out and certified obtained.

Is a legal requirement from 1st July 2020 to obtain an Electrical Installation Condition Report (EICR) for the property prior to the commencement of the Tenancy Agreement, on renewal, at your expense.

By signing the Term of Business you accept the full responsibility for ensuring that the property, its wiring, and any of your appliances fully comply with these regulations.

4.3 Furniture and Furnishings Regulations

You must comply with the furniture and furnishings (fire safety) Regulations Act 1988 and 1993, which set levels of fire resistance for domestic upholstered furniture and furnishings. Any furniture within the property to a tenant with noncompliant furniture or furnishings. Should we find any furniture or furnishings in the property that do not comply with this legislation we will advise you to remove such items. Should you not remove any such items we may remove them and dispose of them at your expense. You can obtain a comprehensive guide to those regulations from your local trading standards office. By signing the Terms of Business you accept full responsibility for ensuring that the property's contents comply with these regulations.

4.4 Energy Performance Certificate (EPC)

Before we market or manage the property an EPC for the property must have been commissioned. Unless you request otherwise, or provide an EPC to us when you sign the Terms of Business, we will instruct a surveyor to undertake the preparation of the EPC on your behalf. The EPC must be graded 'E' or above to let the property. The cost of this preparation will be payable by you to us when this work is ordered, and is non-refundable should we not let the property but have still arranged the certificate.

4.5 Licensing- Housing Act 2004

The property will require a mandatory HMO licence if it comprises of five or more occupiers who do not form one household, and who share kitchen or bedroom facilities. Furthermore, some local authorities may require a landlord license for you to rent out the property even if it is not an HMO. Other regulations may apply to other properties under expanded licensing such as additional licensing and selective licensing provisions depending on the policies of the local authority. In the both cases it is your responsibility to obtain a license and to comply with any conditions imposed by the local authority when granting it. Letting Property without a licence where one is required is a criminal offence, and can attract a fine of up to £20,000 in addition to legal cost, and 2aa penalty requiring the landlord to repay rent received in the last 12 months. If you think the legislation applies to the property is essential that you contact your local authority to register the property.

If the property requires a licence it is your responsibility to acquire and pay for one. By signing the Terms of Business you are accepting full responsibility for ensuring the property complies with the licensing regulations.

4.5.1 Article 4 Restrictions

Where Article 4 Restrictions are in place in the location of your property, it is your responsibility to speak with the local council to ensure the you are meeting the requirement of the council and letting the property correctly.

Article 4 direction is a requirement to apply for planning should you desire to change the use of your property, such as from a Residential family dwelling to a House Share such as Student or Professional.

4.6 HM Revenue and Customs and Tax Reports

We are happy to provide you free of charge a full years breakdown of your rents received and expenses paid (if we have arranged the expenses you have paid out for).

We do not provide copies of supplier invoices for work conducted, due to the amount of work involved in this. Invoices will appear on your monthly statements if you have had works carried out.

4.7 Water

Please note that the Water Act 2003 allows the tenant, if renting the property for long than six month, to apply for a water meter within your permission.

4.8 Water and Bacterial Control

The Approved Code of Practice (ACOP) issued by the Health and Safety Executive contain requirements and guidance that applies to let residential property. Under the ACOP you must ensure risk from exposure to legionella at the property is assessed and controlled. Further information is available at www.hse.gov.uk

Landlords must ensure that the risk of exposure to tenants, residents and visitors by Legionella is property assessed and controlled. A suitable and sufficient legionella risk assessment is required of landlords for all rental properties. At your specific request and expense, we can arrange for the property to be assessed and any remedial action taken.

4.9 Commissions from Third Parties

It is possible that in the normal course of business we will be offered commissions by third parties to whom we might introduce you or the property. If we are offered commission or other form of remuneration and we are satisfied that the service provides is as good as and / or no more expensive than other similar local services, and that your interests are not adversely affected, we may accept such commission for our own benefit and we will not account to you for these.

4.10 Permissions and Consents

In signing these Terms of Business you are confirming the following:

4.10.1

That you are the sole or joint owners of the property and have the legal right to let the property under the terms of any mortgage or head lease.

4.10.2

In the case of joint ownership that all owners (as they appear on the title of the property) will be named on the Tenancy Agreement and that if signing on their behalf this will be by way of a Power of Attorney created (as a deed) by a solicitor.

4.10.3

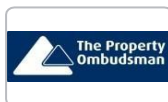
That your insurance company has consented to extend cover on the property and its contents for the duration of any tenancy, such cover to include third party and occupiers liability risk.

4.10.4

You are accepting full responsibility for obtaining and maintaining all necessary planning permission relating to the use of the property.

4.11 Clients Bank Account

Any funds held by us as the agent will be held in a bank account designated as a 'Client Account' and separate from our own funds. Our primary banking relationship is with Barclays, although to spread the risk of funds held with individual banks, clients money may be held with alternative bank



Including terms deposits account ensuring that all funds are protected and immediately available. These accounts will be operated in accordance with guidelines issued by our regulatory bodies and be subject to regular audits. Any interest or other income derived from the operation of these accounts shall be the exclusive property of Lettkings Private Limited.

Lettkings Private Limited are a member of the client money protection scheme Registration : CMP003173.

4.12 Governing Law and Jurisdiction

The contract between us shall be governed and constructed on all respects of English law..

4.13 Smoke and Carbon Monoxide Alarm(SCMA) regulations

You (The Landlord/Landlady/Owner/Manager of the property) take full responsibility to ensure you meet the requirements of the Smoke and Carbon Monoxide Alarm(England) Regulations 2015 in that a working smoke alarm will be supplied to every habitable floor within your property including cellar or attic. Lettkings Private Limited will check prior to the commencement of a full management and No Worries tenancy that the smoke alarms are working. If you are taking our Let only services, then you are liable to ensure you are meeting this legislation.

5. Insurance and Mortgages

It is essential that you notify your insurance and mortgage company of your intention to let the property or they can advise you of any additional cover that may be necessary. We require sight of your relevant insurance cover prior to letting the property.

If the property is Leasehold, you may need to obtain consent to let from the Freeholder/managing agent.

6. Other Services and Information

6.1 To Let Boards

In order to assist our marketing of the property we may erect a 'To Let/Let By' board unless you instruct us otherwise in writing.

6.2 Service of Notice (if requested by own)

If you require us to serve a Notice of Possession in the tenant there will be a minimum charge of £75.00+VAT. We require at least 7 working days for any instructions relation to notices to be acted upon. Statutory provisions relation to notices to be acted upon. Statutory provisions impose important time limits and failure to meet these limits can be fatal to the rights concerned. Fi we receive late instructions

From you, we may not be able to implement your instructions in time. We accept no liability or responsibility for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve any notice yourself. We accept no liability for non-receipt of any such communication. We accept no liability if you do not provide instructions that are clear and complete enough to be acted upon.(costs are subject to +VAT)

6.3 Incorrect Information

You, as the owner and landlord of the property, warrant that all the information you have provides to us is correct. Should this information not be correct, and this causes us to suffer loss or causes legal proceedings t be taken, you agree to reimburse and compensate us or all losses we suffer.

The statutory rights of either you or the tenant to take legal action against each other remain unaffected by this clause.

6.4 Indemnity / Ratification

You, the sole owner of the property, undertake to ratify whatsoever we as your agency shall lawfully and reasonably do by virtue of the Terms of Business and to indemnify us against all costs and expenses properly incurred by us in carrying out our duties and all other actions and acts pursuant hereto including legal expenses.

Please be aware that Lettkings Private Limited may operate in its own name when providing administrative support services to landlord clients.

6.5 Complaints and Redress Scheme

Although we will always strive to offer you the highest level of service in accordance with the law and industry standards, we recognise that sometimes you may not be satisfied with the service we deliver for you. In the first instance, we would encourage you to discuss any problems verbally and informally with your principale contract within the company. If this office is the source of your complaint, staff here should be able to help quickly and answer any questions you may have. If this does not resolve your concerns, then the company's formal procedure can be invoked.

6.6 How do I make a formal complaint to you?

Stage 1-Manager

If the verbal and informal approach does not satisfactorily deal with your concans, we ask that you put your complain in writing to the manager responsible for the office that deals with the matter about which you wish to complain. If your complaint is about that person, please write to that person's line manager.

We advise you to keep copies of all correspondence sent to us and notes of any conversations or telephone calls.

In order that we can help resolve your concern as quickly and efficiently as possible, we ask you to provide the following information in the letter of complaint;

- Your anime, address and a daytime telephone number on which you can be contacted.
- The name and office location of the individual within the company with whom you have been dealing with
- A clear description of your complaint, giving concise details of what you believe has gone wrong.
- Details of what you would wish to be put right.

Your letter will be acknowledged within 14 working days of receipt and you will be advice of the timescale for sending a full reply, which will usually be within 21 days. An internal investigation into your complaint will be undertaken and, following completion of the same, you will be provided with a full response with details of what actions we have taken or will take.

It is hoped that this response will resolve the matter to your complete satisfaction.

Stage 2- Director

If your complaint is not satisfactorily resolved by stage 1 above and if you still have corners, you can request that the matter be referred to the Director with responsibility for that office.

A separate review of your complaint will be undertaken and you be contacted usually within a further 10 days to inform you of the conclusion reached. This response will represent the final viewpoint of the company.

6.7 What can I do if I am still not satisfied?

As a matter of final resolution, if you have exhausted our internal complaints procedure, we are regulated by The Property Ombudsman who will consider a formal complaint and give redress. Details about this scheme can be obtained from your local office, and will always be supplied to you should you have exhausted our internal complaints procedure within satisfaction.

7 Our Fees

7.1 Terms relating to Fees

7.1.1.

If we introduce a tenant who renters into an agreement to rent the property, fees become payable to us by you. The fees are charged for the introduction, renewal(where the tenancy continues beyond the original term) the Full Management and No Worries Services (where those services are requested by you)

7.1.2

The fees are payable by you in circumstances where a tenant introduces to the property by us executes a Tenancy Agreement, whether or not the tenancy is finalised by us.

7.1.3

If an offer from a tenant has been accepted by you, reference have been applied for and/or tenancy documentation prepared, you will become liable for a fee of £400 if you then decide to withdraw and not to proceed to completion of the Let (costs are subject to +VAT)

7.1.4

The scale of fees charged are set out in clause 7.2 below.

7.1.5

The let only fee is payable on or before the commencement of the Tenancy Agreement. Where the introduction fee exceeds the initial rent monies paid by the tenant, the balance must be paid prior to the commencement of the Tenancy Agreement.

7.1.6

The Full Management an n No Worries Service fees are charged as a monthly fixed fee from the monthly rent payable by the tenant.

7.1.7

The Full Management an n No Worries Service fee can be paid either in full at the outset of the tenancy and any extension thereof or will be deducted monthly from rent received.

7.1.8

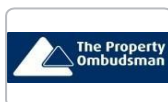
We will deduct the Full Management an n No Worries Service fees from the monthly rent or any other monies we might hold on your behalf.

7.1.9

REnewal fee is payable by you for the whole time (excluding the original term of the original Tenancy Agreement) that the tenant introduced by us or the occupant remains in occupation of the property, in the event of ta renewal, extension or during a period of holding over(whether he extension or holding over is by a tenant or occupant).

7.1.10

The renewal fee will be charged as a fixed fee for any tenancy extension of 12 months or more for £125+VAT or 6-12 months for £100+VAT. IF the contract falls into a Contractual Periodic Tenancy no charge will be added to



You ledger. The fee is payable whether or not we have negotiated the tenancy, renewal, extension or holding over.

7.1.11

The renewal fee must be paid upon or prior to the start of the renewal extension.

7.1.12

If we do not hold sufficient amounts of your money to pay our fees, we will invoice you and our fees will be payable within 7 days of the invoice date. If we receive any money from you or from third party on your behalf, we may use that money to pay any amounts due to us from you.

7.1.13

If the landlord is more than one person forming the landlord will be jointly and severally liable for our fees.

7.1.14

All client monies held are in a Client Account operated by Barclays bank, 17 Plains Road, Nottingham, NG3 5LG.

7.1.15

Fee's remain payable by you per month whether rent has been paid by the tenant or not. You also remain liable for the agreed fee whether we are experiencing a country pandemic.

7.2 The Amount of the Fee

7.2.1

Our Let Only fee is £600 including VAT, unless otherwise agreed due to the amount of work involved letting the property.

7.2.2

Our Full Management Service fee consists of often options, The first months rent including VAT or a smaller set

Up fee followed by a % of the monthly rental amount depending on size of property. Fee's are taken from the rent before we pay that into the bank account provided by you. We Reserve the right to increase this fee at any time.

7.2.3

Depending if you choice option 1 or option 2 of our full management fee structure, these fee structures are not interchangeable until a new tenant is required.

7.2.4

Our No Worries Service fee consists of an agreed set up fee, stated on the initial pages of this agreement subject to VAT. Followed by a monthly percentage fee, which is a percentage of the monthly rental income. These monies are taken from the rent before we pay that into the bank account provided by you. We reserve the right to increase this fee at any time.

7.2.5

The fees for our Full Management and No Worries Service in clauses 7.2.2 and 7.2.3 above are payable for the duration of the period that we are instructed by you to undertake these management services, irrespective of any renewal, extension, or period of holding over of the Tenancy Agreement.

7.2.6

Should any amounts due to us outstanding for a period of more than 30 days, we reserve the right to charge you interest at 4% above the bank of England base rate, from he date the deed become due until the date of payment. Interest will accumulate on a daily basis and will be compounded monthly.

7.2.7

There are also a number of additional casts identified in these Terms of Business that will be payable by you as a landlord of a property.

7.3 Fee and Service Charges

7.3.1

Should you wish to change between our Full Management Service and No Worries Service you must do so by instructing us in written form.

8.0 Sale to Tenant:

Should you wish to sell the property to a tenant we have introduced to you, by signing our Terms of Business, you agree we may charge you a fee of 0.5%+VAT (minimum £1300.00+vat) of the sale price upon legal completion of the transfer.

For this fee, you will get our complete service. We will also check the value is correct and fair on your behalf. Negotiate where needed, and progress the sale to completion.

9.0 Termination and Suspension

Tristrams reserve the right to suspend the provision of our Full Management and No Worries Service in the event that any payments from you are outstanding. We shall not be obliged to continue to provide our services until full payment of any outstanding amount has been made. We will not be liable for any loss suffered by you during any period of suspended service.

This contract is fixed for **12 months**, from the date the tenant first rent is received into Tristrams Bank Account. To terminate your service with Tristrams no less than **Six months** notice must be given to end on or after the fixed 12 months term of this agreement.

Should you terminate prior to the fixed 12 months agreement, then you will be subject to a penalty fee of **1 months rent** of the current rental amount of the property you are choosing to cease Tristrams Full Management or No Worries service on.

If or any reason you (the landlord) wish to terminate this Terms of Business. However done, our fees remain due and payable by you.

We Also reserves the right to suspend or terminate the provisions of our Full Management and No Worries Service in the event that you landlord breach any of Housing

Legislation including.

But not limited to The Housing Act 1988, The Housing Act 1996, The Housing Act 2004, and the Unlawful Eviction Act 1977 with immediate effect.

10. Exclusion of Liability

10.1

Our service will be provided using diligence and care. We cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise of a tenant, or for service provided by a third party, and we cannot accept liability for any failure on their part.

10.2

Each condition in these Terms of Business excluding or limiting liability operates separately. If any provision or part of a provision is held by a court to be unreasonable or inapplicable, the other parts shall contain to apply.

10.3

Force majeure shall not entitle either party to terminate the Terms of Business and neither party shall be in breach of the Terms of Business or otherwise liable to the other by reason of any delay in performance or no- performance of its obligations, due to circumstances beyond it control.

11. General Data Protection Regulations (GDPR)

11.1

We confirm that your contact/personal details will not be provided to any third party without prior consent from yourself.

11.2

You allow us to release your contact details and correspondence address to your new tenants if you instruct us on a Let only basis/ Tenant find service

