

# Terms of Business

Chantries Lettings & Property Management Ltd (Chantries) offers a range of services to Landlords. This document outlines the standard services we provide to Landlords and our fees for so doing, plus any additional services and fees which can be provided on request.

We draw your attention to section G - Legal Requirements which outlines important information regarding legal requirements which are placed on Landlords of private rented property.

If you do not understand or do not wish to accept any of our terms, please tell us and we will be pleased to discuss them with you and clarify any points on which you require further explanation before you sign them. If you are still unsure you should take further advice from a solicitor or Citizens Advice Bureau.

## **A. Introduction Service**

### **Sole Agency: 10% +VAT (12% inclusive of VAT)**

#### **A1. On this level of service, we will:**

- (i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy.
- (iii) Apply for references on the Tenant as appropriate. This will usually be via the services of a Credit Referencing Agency.
- (iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. See A.2 (iv)(a)(b)
- (v) Unless otherwise instructed, hold the Tenant's security deposit as Stakeholder. Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection.  
  
This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy).
- (vi) If instructed to do so, negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation. See A.2 (ii) and A.2(iv)(c)
- (vii) Prior to the end of the agreed term of the Tenancy, serve any appropriate notices if so instructed to do so by the Landlord.
- (ix) On receipt of written confirmation from both parties of the agreement reached between the Landlord and Tenant regarding any deductions to be made from the deposit, disperse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme (see G6 below).

Please note that at this level of service we do not assess or negotiate between the parties any costs due to the Landlord from the Tenant's deposit. See F.2(iii)

#### **A2. Introduction Service Fees**

- (i) Introduction Service Commission Our commission is 10% +VAT (12% inclusive of VAT) for sole agency instructions the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

This fee is payable in full and in advance at the commencement of the Tenancy by deduction from the initial rental payment.

In the event the initial rental payment is insufficient to meet the full fee account plus any other payments due to us by you, the balance will be payable at the commencement of the Tenancy immediately on submission of our statement.

The Introduction Service fee is payable whether or not subsequent rent payments are made, and we will not be liable to refund any fees paid to us.

(ii) Introduction Service Renewal Fee

If instructed or required to liaise with the Tenant regarding the renewal or extension of the original term, a commission fee of 8% +VAT (9.6% inclusive of VAT) of the gross rent payable for the full term of the renewed or extended period as per the terms of the Memorandum of Agreement.

The fee is payable in full and in advance at the commencement of the renewed or extended period immediately on submission of our invoice.

(iii) Tenancy Agreements

(a) At the start of the Tenancy or negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, an Administration Fee of £300 +VAT (£360.00 inclusive of VAT) is payable by the Landlord at the commencement of the Tenancy.

(b) On Renewal of the Tenancy

Where applicable, for negotiating and preparing our, or other, Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy, a fee of £100.00 +VAT (£120.00 inclusive of VAT) is payable by the Landlord.

Further services, subject to additional fees, are available for Landlords at this level of service. See F.2 and F.3.

## **B. Rent Collection Service**

### **Sole Agency: 10% +VAT (12% inclusive of VAT)**

#### **B1. On this level of service, we will:**

(i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective Tenants on viewings.

(ii) Report all offers received and negotiate acceptable terms for the Tenancy.

(iii) Apply for references on the Tenant as appropriate. This will usually be via the services of a Credit Referencing Agency.

(iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. See B.2 (v)(a)(b)

(v) Unless otherwise instructed, hold the Tenant's security deposit as Stakeholder. Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection. This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy.

(vi) Demand and receive rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your bank, less our fees and any other appropriate deductions.

(vii) Prior to the end of the initial term of the Tenancy ascertain the intentions of both parties and serve any appropriate notices.

(viii) Negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation. See B.2(v)(c)

(ix) On receipt of written confirmation from both parties of the agreement reached between the Landlord and Tenant regarding any deductions to be made from the deposit, disperse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme (see G6 below). Please note that at this level of service we do not assess or negotiate between the parties any costs due to the Landlord from the Tenant's deposit. See E.2(iii)

#### **B2. Rent Collection Service Fees**

(i) Rent Collection Service Commission

Our commission is 10% +VAT (12% inclusive of VAT) of the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

This fee will be deducted from the rental payments as they are received throughout the term of the Tenancy.

(ii) Rent Collection Service Renewal Fee

The commission fee of 10% +VAT (12% inclusive of VAT) for sole agency instructions will continue to be payable and deducted from rental payments as they are received by us in the event that the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

- the Tenant, or
- any one of the Tenants in the case of more than one Tenant, or
- the Occupier, or
- any member of the immediate family of the Tenant or Occupier, or
- any one of the same group of companies in the case of a company Tenant.

Should the rent not be paid for any reason you will be liable to us for our commission whilst the Tenancy continues.

(iii) Tenancy Agreements

(a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, a fee of £300.00 +VAT (£360.00 inclusive of VAT) is payable by the Landlord at the commencement of the Tenancy.

(b) On Renewal of the Tenancy

For negotiating and preparing our, or other, Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy, a fee of £100.00 +VAT (£120.00 inclusive of VAT) is payable by the Landlord.

Further services, subject to additional fees, are available for Landlords at this level of service. See F.2 and F.3

## **C. Full Management Service**

### **Sole Agency: 13% +VAT (15.6% inclusive of VAT)**

#### **C1. On this level of service, we will:**

(i) Market the property as we consider appropriate (see definitions) and unless otherwise agreed accompany prospective Tenants on viewings.

(ii) Report all offers received and negotiate acceptable terms for the Tenancy.

(iii) Apply for references on the Tenant as appropriate. This will usually be via the services of a Credit Referencing Agency.

(iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. See C.2(v)(a)(b)

(v) Arrange for a professional Inventory and Schedule of Condition of the property to be made by an independent inventory firm, and for the checking of the Inventory at the commencement and end of the Tenancy.

A professionally prepared Inventory is recommended for all Tenancies which are required to comply with Compulsory Tenancy Deposit Protection regulations.

Deposit Protection.

The cost of the Inventory make, check-in and check-out is payable by you.

Should a Tenancy not proceed for any reason, any inventory costs incurred must be met by you.

(vi) Unless otherwise instructed, hold the Tenant's security deposit as Stakeholder Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection.

(This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy).

(vii) Demand and receive rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your bank, less our fees and any other appropriate deductions.

(vii) Visit the property at three months and then every six months during the Tenancy, to conduct a visual check of the condition and report to you in writing.

This is not a buildings or structural survey and we cannot accept liability for hidden defects or failure to notice anything which is concealed from us.

If extra visits are required during the Tenancy an additional charge will apply. See F.1(ii).

(viii) Arrange for the remedy of defects which come to our notice or are brought to our attention by the Tenant and deal with routine repairs up to a maximum cost of £416.67 +VAT (£500.00 inclusive of VAT) per item.

(ix) Obtain and submit estimates to you, unless in the case of an emergency, for any necessary works which are liable to cost more than £500.00 including VAT.

Works over £416.67 +VAT (£500.00 inclusive of VAT) which require supervision will attract an additional supervisory fee. See F.1(i).

(x) Arrange for the necessary inspections, and any resultant maintenance and repairs required under the safety regulations (see G.5 Legal Requirements). All contractors' charges will be payable by the Landlord.

(xi) Submit regular detailed statements of account to you relating to all transactions undertaken on your behalf. See F.3(v).

(xii) Prior to the end of the initial term of the Tenancy ascertain the intentions of both parties and serve any appropriate notices.

(xiii) Negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation. See C.2(v)(c)

(xiv) At the end of the Tenancy, upon receipt of the inventory check-out report, calculate and agree with the Tenant an appropriate cost or compensation for any damage not due to fair wear and tear owed to you and organise on your behalf any cleaning or repairs, replacement prior to releasing any balance of the deposit monies.

See Tenancy Deposit Protection G.6

(xv) Where a Letter of Indemnity is accepted by you in lieu of a deposit, we reserve the right to withhold the balance of the final month's rent due to you to pay for works necessary to prepare the property for any new Tenancy you instruct us to arrange.

(xvi) Forward to you any post passed or forwarded to us or found by us at the property.

## **C2. Full Management Service Fees**

(i) Full Management Service Commission

Our commission is 13% +VAT (15.6% inclusive of VAT) for sole agency instructions of the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

This fee will be deducted from the rental payments as they are received throughout the term of the Tenancy.

Should the rent not be paid for any reason you will be liable to us for this charge whilst the Management Service continues.

(ii) Full Management Service Renewal Fee

The commission fee of 13% +VAT (15.6% inclusive of VAT) will continue to be payable and deducted from rental payments as they are received by us in the event that the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

- the Tenant, or
- any one of the Tenants in the case of more than one Tenant, or
- the Occupier, or
- any member of the immediate family of the Tenant or Occupier, or
- any one of the same group of companies in the case of a company Tenant.

(iii) Tenancy Agreements

(a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, a fee of £300.00 +VAT (£360.00 inclusive of VAT) is payable by the Landlord at the commencement of the Tenancy.

(b) On Renewal of the Tenancy

For negotiating and preparing our or other Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy, a fee of £100 +VAT (£120.00 inclusive of VAT) is payable by the Landlord.

Further services, subject to additional fees, are available for Landlords at this level of service. See F1 and F3.

(iv) Termination of Management Service

The Management Service may be terminated by either party serving advance written notice of one month which will expire at the end of the Tenancy Term or after the expiration of one calendar month whichever is the soonest.

At the expiry of such notice you will no longer be liable for the proportion of the fee relating to the Management service. However, the fee applicable to the Rent Collection Service as detailed in B2 above shall remain due and payable.

In the event that either party terminates the Management Service it shall be without prejudice to any claim by either party against the other in respect of any monies due to any breach of the terms hereof.

## **D. Management Only Service**

### **7.5% +VAT (9% inclusive of VAT)**

D1. If you wish we can Manage or continue to Manage your property, as outlined in C.1 above, in the event of another agent introducing the Tenant. This service can include demand and receipt of the rent and settling the introducing agent's invoice in relation to commission due from rental monies received.

#### D2. Management Only Service Fee

(i) Our commission for this service is 7.5% +VAT (9% inclusive of VAT) of the gross rental under the terms of the Tenancy Agreement for the full term of the Tenancy, subject to a minimum fee of £1200.00 +VAT (£1440.00 inclusive of VAT) per annum or pro rata if the Tenancy is less than one year.

(ii) This fee will be deducted from the rental payments as they are received throughout the term of the Tenancy. Should the rent not be paid for any reason you will be liable to us for this charge whilst the management continues.

(iii) In the event that we are not receiving the rent, the fee is payable quarterly in advance and is due and payable whether or not you receive the rent for the period in question.

Further services, subject to additional fees, are available for Landlords at this level of service. See F1 and F3.

## **E. Vacant Management Service**

### **£250pcm +VAT (£300.00pcm inclusive of VAT)**

Our Full Management Service does not apply when the property is not let.

The Vacant Management Service is offered for properties which are vacant before or between tenancies, awaiting Landlord re-occupation or awaiting completion of sale. Such properties, if unattended for long periods, may be vulnerable to occupation by squatters.

Insurance companies require notification where a property is vacant or unattended for more than 28 days if valid cover is to be maintained.

They also require that the water supply is drained down and turned off during long periods of inoccupation or non-attendance.

The Vacant Management Service will ensure that the property is attended regularly during inoccupation, thereby complying with insurers requirements. Please note that insurance policies vary, and you must check the details of your own policy with your insurers and notify us of any other specific requirements of which we should be aware.

This Service can only be provided for those properties where we are the only key-holder.

**E1. For this service, we will:**

- (i) Visit the property once per week to conduct a visual check on the condition.
- (ii) Supervise winter central heating routine.
- (iii) Pay outgoing and charges in respect of the property as outlined in B.1(v)
- (iv) Re-direct mail as outlined in B.1(x)

**E2. Vacant Management Service Fee**

- (i) Our basic fee is £250pcm +VAT (£300.00pcm inclusive of VAT) per calendar month, payable in advance.
- (ii) Any further duties requested would be subject to additional charges to be separately negotiated.

**F. Additional Services and Fees**

**F1. Additional Services & Fees available for Managed Properties**

(i) Major Works Supervision

Upon your acceptance of any estimates to remedy any defects or undertake repairs in excess of £2,500.00 and providing we are in funds, we would supervise the works for an additional fee of 10% +VAT (12% inclusive of VAT) of the cost of the works.

(ii) Additional Managed Property Visits

If additional property visits are required (see C.1(i)) this can be arranged subject to a charge of £75 +VAT (£90.00 inclusive of VAT) per visit.

(iii) House Sitting

If a contractor not known to us (eg utility supplier service contract engineer or warranty engineer) is required to attend a property to remedy a defect within the Landlord's repairing obligations, or to undertake a scheduled service, and the Tenant cannot be present, we will endeavour to appoint a person to wait at the property. Their time, including travel time, will be charged to you at £48.00 (inclusive of VAT) per hour or part hour plus travel costs.

(iv) Consent Application

If we are required to assist or make application on your behalf in relation to the granting of any necessary consents (see G2) an administration fee of £60.00 (inclusive of VAT) per application will be charged, in addition to any fee which may be levied by the granting authority.

(v) Snagging Inspections

If we are required to attend a Snagging Inspection Meeting with a contractor or developer on your behalf, a fee of £50.00 +VAT (£60.00 inclusive of VAT) per hour or part hour, including travel time, will be charged.

**F2. Additional Services & Fees available for Non-Managed Properties**

(i) Non-Managed Property Visits

If a property visit as outlined in C.1(i) is required for a property not within our Management Service, a fee of £125.00 +VAT (£150.00 inclusive of VAT) per visit will be charged.

(ii) Non-Managed Property Safety Checks

If we are required to arrange safety checks (see G.5 below) for a property not within our Management Service, an administration fee of £45.00 + VAT (£54 inclusive of VAT) will be charged.

This fee is in addition to the invoice submitted by the contractor undertaking the safety check.

(iii) Non-Managed Deposit Reconciliation

If we are required to or become involved in the negotiations between the Landlord and the Tenant to reach agreement regarding the apportionment of the Tenant's deposit at the end of a Tenancy, a fee of £50.00 +VAT (£60.00 inclusive of VAT) per hour or part hour will be charged subject to a minimum fee of £200.00 +VAT (£240.00 inclusive of VAT).

**F3. Additional Services & Fees applicable to all Levels of Service**

(i) Interior Design/Refurbishment

We can provide assistance in the furnishing or refurbishment of properties. If we undertake to supervise these works on your behalf, a fee of 10% plus VAT of the total cost of the contract will be charged.

(ii) Legal Liaison / Court Attendance

Any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord. Where we are required by you to liaise with solicitors, arbitrators or barristers or attend court on your behalf, our fee will be £150.00 +VAT (£180.00 inclusive of VAT) per hour or part hour including travelling time plus travel costs and disbursements.

(iii) Tax Accounting

If you are resident overseas and fail to apply for exemption or if you are refused exemption, (see G.3) and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge of £25.00 +VAT (£30.00 inclusive of VAT) per quarterly returns and a further £100 +VAT (£120 inclusive of VAT) per annum for a year end submission.

(iv) Courier Deliveries

Delivery of documents by courier service to any party (including yourself) will be charged at cost.

(v) Copy Statements

Statements are issued to Landlords as we receive rent. Where we are required to forward additional copies to your accountants or other professional advisors, there will be an administration charge of £7.00 +VAT (£8.40 inclusive of VAT) for each statement.

(ii) Energy Performance Certificate Administration. If instructed we will arrange on your behalf for the creation of an Energy Performance Certificate (see G7) to be undertaken prior to the commencement of marketing of the property by a qualified EPC provider. The EPC provider's charge will be payable by you and we must be put in funds before these arrangements are made.

## **G. Legal Requirements**

**Landlord Statutory Obligations** Please ask us if you require further information on any of the following.

**G1. Stamp Duty Land Tax**

Where applicable, the sole responsibility for the payment of the Stamp Duty Land Tax, which was introduced under the Finance Act 2003, is placed upon the Tenant. We will advise the Tenant accordingly.

**G2. Consents**

Before entering into any agreement to let your property you must check whether there are any restrictions to your doing so and whether consent needs to be obtained. Failure to obtain such consents where required, as outlined in G2(i), G2(ii), G2(iii) or any other consents which may be required, may result in invalidating the Tenancy.

You are responsible for making application for necessary consents and we strongly recommend applications are made as soon as you decide to market your property for letting to avoid unnecessary delays once a Tenant is found. Tenants normally require sight of applicable consents before signing a Tenancy Agreement.

When you sign this contract with us you are confirming that you have the right to instruct us to let the property and that you have obtained all necessary consents. We cannot be held liable for any difficulties arising because of your failure to observe these requirements.

(i) Superior Landlord/Freeholder

If you hold the property on a Lease you must ensure that your Lease permits you to let the premises and that you are granted consent to do so. You must also ensure the letting period will expire prior to the termination of your own Lease. The Tenancy Agreement requires the Tenant to comply with the behavioural schedule of the Head Lease which outlines any rules and restrictions in relation to the use of the property.

We require you to provide us with a copy of the behavioural schedule in order that it may be attached to the Tenancy Agreement. If the Tenant is not provided with a copy of the behavioural schedule he will not be in breach of the Tenancy Agreement if he contravenes these rules and any liability arising from such contravention will be placed on you.

(ii) Mortgage Provider

If the property is subject to a bank loan or mortgage, in most cases permission will be required from the lender before the property can be let.

(iii) Insurers

Most insurance policies require you to notify them if the property is to be let. Failure to do so may void the policy. Any conditions imposed by the Insurers must be notified to the Tenant prior to the tenancy commencing and included in the Tenancy Agreement if necessary and we therefore require you to inform us of such conditions. Please note that under the Regulation of General Insurance Products introduced by the Financial Services Authority we are not authorised to arrange, process or in any way administer insurance provision or claims on behalf of clients.

(iv) Houses in Multiple Occupation The Housing Act 2004

A Property that is let to at least three individual unrelated Tenants (ie three sharers) who share basic facilities (ie a kitchen or bathroom) is an HMO.

Where there are five sharers or more the Property requires mandatory licensing. HMO properties with less than five sharers are not subject to mandatory licensing however the criteria and requirements vary, and some local authorities require a license for smaller HMOs.

In addition, where a building is fully converted into self-contained flats and the conversion does not comply with the building standards of the 1991 Building Regulations and less than two thirds of the flats are owner-occupied, this type of building is an HMO and may need to be licensed.

A tenancy cannot commence until a license has been obtained. Landlords who fail to apply for a Licence may face enforcement measures and fines of up to £20,000. Further information can be obtained from [www.propertylicence.gov.uk](http://www.propertylicence.gov.uk) or your Local Authority.

We therefore strongly recommend that you check with the relevant Local Authority to ascertain whether your property is subject to licensing and advise us accordingly.

You are required to advise us if your property and tenancy may be an HMO and when you sign this contract with us you are confirming that where applicable you have notified, made application to and obtained the necessary licence from the Local Authority. We cannot be held liable for any difficulties arising as a result of your failure to observe this requirement.

Housing Health & Safety Rating System

Where an HMO is licensed, the Property will be subject to inspection under the Housing Health & Safety Rating System within five years of the application for a license. However, you should be aware that any Property that is either let or available for rent, can also be subject to inspection under the Housing Health & Safety Rating System to assess potential hazards. Further information can be obtained from your Local Authority or from [www.communities.gov.uk](http://www.communities.gov.uk).

Regulatory Reform (Fire Safety) Order 2005

With effect from 1 October 2006 a property which is an HMO must have, as a minimum requirement, mains linked smoke detectors in the common parts (eg hallways) and fire blankets and fire extinguishers in the kitchen. Further alterations dependant on the age and character of the property may be required. Further information can be obtained from the Local Authority or from [www.communities.gov.uk](http://www.communities.gov.uk).

**G3. TAXATION/OVERSEAS LANDLORDS**

(i) Any person or organisation receiving income from a property situated in the UK might be liable for tax on that income, whether or not his normal place of abode is inside or outside the UK and is required to disclose such income to HM Revenue & Customs and keep all records for up to 6 years.

We recommend that the services of a Chartered Accountant are used to ensure all allowable outgoings can be offset against tax.



(ii) In accordance with the Finance Act 1995, agents are required to deduct tax at the basic rate from rental monies net of expenses prior to paying these monies to Landlords resident overseas.

The payments must be made to HM Revenue & Customs quarterly and at the end of the tax year. If excess payments have been made, the Landlord can make application to HM Revenue & Customs for a rebate.

Under this Act there is provision for overseas resident Landlords to apply to HM Revenue & Customs for Exemption for their Agent from this requirement. If granted the agent is issued with an Exemption Approval Number, allowing them to pass the rental monies to the Landlord without deduction of tax.

We strongly recommend that you apply for Self Assessment and we can provide you with the appropriate application form. Please note where there is more than one owner of a property, each person is required to make individual application for Exemption Approval.

Should you fail to apply for Exemption, or if you are refused Exemption, and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge to cover our administration costs as outlined in F.3(iii).

You are required to notify us immediately if your residency status changes during the Tenancy or any extension of renewal of the Tenancy, and to provide us with your residential address.

#### **G4. Landlord Repairing Obligations**

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water.

**G4.1 Managed Properties.** When you sign this contract and instruct us to act as Managing Agent you are confirming our permission to maintain your property as stated in the Tenancy Agreement subject to the provisions of the above Act.

**G4.2 Non-Managed Properties.** If you do not instruct us to Manage your property you must provide the Tenant at the commencement of the Tenancy with the details of who to notify in the event of any maintenance problems at the property.

Where an appointment is made for a contractor to remedy a defect under your repairing obligations, or to undertake a scheduled service, and the Tenant cannot be present, you will be responsible for appointing a person to wait at the property. Please note that you must always notify the Tenant before making such an arrangement.

#### **G5. Safety Regulations**

The responsibility for compliance with the following regulations or any re-enactment, is and remains the personal obligation of the Landlord. Failure to comply with safety legislation is a criminal offence and can lead to prosecution, fines or imprisonment or both.

(i) The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and 1993

All upholstered furniture, permanent or loose fittings, soft furnishings, beds, mattresses, pillows and cushions supplied to a property and forming part of a letting must comply with these Regulations. Carpets and curtains are not covered by the Regulations. Period and antique furniture manufactured before 1950 are exempt.

New furniture sold by a retailer after 1 March 1990 is required to comply and carry labels to this effect. Where there are no labels, the manufacturer or retailer should be contacted for confirmation. Receipts can also confirm date of purchase. If there is doubt about compliance, the items should be removed.

It is illegal to let a property with furniture which does not comply. When you sign this contract with us you are confirming that you have ensured that all furniture and furnishings in the property comply with these Regulations.

(ii) The Gas Safety (Installation and Use) Regulations 1998

Landlords are responsible for ensuring that appliances and pipework in tenanted premises are maintained in good order and in a safe condition to prevent risk or injury to any person.

The Regulations require that the appliances and pipework are checked for safety by a qualified and Gas Safe registered engineer prior to the commencement of a Tenancy and every 12 months thereafter.

A record of the safety check must be supplied to each Tenant and a copy kept by the Landlord and/or his Managing Agent for at least two years. It is illegal to allow a Tenant to occupy a property without a valid Gas Safety Record.

**Managed Properties:** For properties under our Management Service we arrange for the safety checks to be undertaken on your behalf. See C.1(vi).

**Non-Managed Properties:** For properties not under our Management Service, we require a copy of the current and all subsequent Gas Safety Records to be provided to us. If required we can, instruct a Gas Safe registered engineer on your behalf to undertake the check. An administration charge will be applied in addition to the contractor's own charge for doing so. See F.2(ii)

Where we are not instructed to do so, and the Landlord fails to provide us with a current Gas Safety Record prior to the commencement of a Tenancy, we will not release keys nor grant occupation to the Tenant of the property until this is received, which will result in the Landlord being in breach of the terms of the Tenancy.

Where failure to provide a current Gas Safety Record results in the Tenancy not proceeding, a fee as outlined in H(iv) below may be payable to us by the Landlord.

Should the Landlord fail to provide us with a current Gas Safety Record during the course of a Tenancy, we reserve the right, subject to access being available, to make these arrangements on your behalf and charge the administration fee and contractor's charge to your account.

(iii) Electrical Equipment (Safety) Regulations 1994

Landlords must ensure ALL electrical appliances and the electrical supply is 'safe' and will not cause 'danger'. From 1 January 1997, all new electrical appliances must carry a 'CE' mark and instruction booklets, or clear working instructions must be provided. Newly installed plugs and sockets must also comply with regulations.

Confirmation that inspections have been regularly undertaken could be requested, although no specific time-scale is given, nor is there any requirement for inspections to be made by members of specific bodies, other than the person be competent.

We recommend that an inspection is undertaken prior to the commencement of a Tenancy and at regular intervals thereafter. We can arrange this on your behalf at your expense. In addition to the contractor's charge, an administration fee will apply for properties not under our Management Service. See F.2(ii)

(iv) Part P Building Regulations (Electrical Safety in Dwellings)

Since 1 January 2005 any works, repairs or maintenance undertaken on domestic electrical installations in certain areas of a property must be carried out by a person registered with an approved self-certification scheme organisation. Wherever possible contractors instructed on a Landlord's behalf to carry out applicable electrical repairs and maintenance at a property, we will only instruct such competent approved contractors.

(v) Building Regulations

Wood burning stoves installed after October 2010 must be installed by a HETAS approved engineer who will provide the appropriate Certificate. A carbon monoxide detector must be installed at the same time as the stove and it is the Landlord's responsibility to ensure that both the stove and the detector are in good working order prior to the start of any Tenancy. In addition, the Landlord must ensure that the chimney is swept prior to the start of a Tenancy. The Landlord is responsible for the maintenance of the stove throughout the Tenancy. The Landlord must also ensure that his building insurer is notified and ascertain any requirements the insurer may have in this regard.

## **G6. Compulsory Tenancy Deposit Protection**

Housing Act 2004

If a Tenant pays a deposit in connection with an Assured Shorthold Tenancy (AST) the deposit must, from the moment it is received, be dealt with in accordance with the Compulsory Tenancy Deposit Protection Scheme requirements of the Housing Act 2004.

Tenancy Deposits paid for an Assured Shorthold Tenancy must be safeguarded by the Landlord under a government authorised Scheme.

The Landlord must give the Tenant and any Relevant Person required information (Prescribed Information) about the Deposit and comply with the initial requirements of an authorised Scheme within the Statutory Time Limit.

A valid notice seeking possession under Section 21 of the Housing Act 1988 cannot be served on a Tenant whose Deposit is not protected. A Tenant or Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the Landlord (or someone on the Landlord's behalf):

- Fails to give Prescribed Information within the statutory time limit; or
- Fails to comply with the initial requirements of an authorised Scheme within the statutory time limit; or

- 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 has been protected.

Each of the Schemes provide a dispute resolution service (ADR) to deal quickly and fairly with any disagreements which may arise between the Landlord and the Tenant about how much of the deposit should be returned to the Tenant. More information can be obtained from DCLG (Department for Communities & Local Government) [www.communities.gov.uk](http://www.communities.gov.uk) Chantries are members of the Deposit Protection Scheme (The DPS) which is administered by the DPS, The Pavillions, Bridgewater Road, Bristol, BS99 6AA Tel. 0330 303 0030 Website [www.depositprotection.com](http://www.depositprotection.com)

At the end of the Tenancy – If there is Dispute If after reasonable efforts have been made to reach a sensible resolution as soon as practicable after the Tenancy has ended, the Landlord and Tenant are unable to reach agreement over the apportionment of the Deposit:

(a) A Tenant can ask us to repay any undisputed amount of the Deposit at any time after the Tenancy has ended and you must agree to us releasing promptly any part of the Deposit that does not need to be held back to cover breaches of the Tenancy Agreement. We will take your instructions regarding the amount to be withheld.

(b) If the Tenants asks us to repay some or all of the Deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme.

The Scheme will then direct us to pay the disputed amount to the Scheme and we will have 10 days from and including the date we receive the Scheme's direction, to send in the money.

(c) When you sign these Terms & Conditions of Business you are authorising us to pay to the Scheme as much of the Deposit as the Scheme requires us to send. We will contact you to keep you informed but we will not need to seek your further authority to send the money to the Scheme.

(d) The Deposit Protection Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution (ADR). "Alternative" in this context means an alternative to court proceedings. This will usually take the form of adjudication. The Scheme does not make a charge to Landlords or Tenants for using ADR if it relates to an AST

(e) Landlords and Agents are permitted to refer a dispute about a Deposit to the Tenancy Deposit Scheme. In this event the Scheme will contact the Tenant to confirm whether the Tenant agrees to ADR. If there are joint Tenants, all joint Tenants must agree. If Tenant agreement is not received, you will need to pursue your claim via court proceedings.

(f) If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about Disputes and adjudication is available free to download from [www.tds.gb.com](http://www.tds.gb.com).

(g) The Deposit Protection Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision, or (b) an order from the Court that has become final or (c) an agreement being reached between the parties.

#### Consent to Use Personal Information.

When you instruct us to act on your behalf, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you. This includes agreement that we may supply such information as is reasonably required to the Scheme as outlined in the Scheme Leaflet (see [www.depositprotection.com](http://www.depositprotection.com)).

#### Incorrect Information.

The Landlord warrants that all the information he provides to us is correct to the best of his knowledge and belief and agrees to inform us immediately if it comes to his attention that any information was incorrect. If you provide incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise the is a problem.

Where the Tenancy is not an AST the Deposit does not have to be protected by law. However, because we are a member of the Scheme, the Deposit Protection Scheme will make its independent alternative dispute resolution service available to you as our client. If a dispute arises, you, we or the Tenant will contact the Scheme and:

(a) The Scheme will propose what they consider to be the most effective way of resolving the dispute, and all parties must consent in writing to the proposed method and;

(b) The parties will have to pay a fee of £500.00 +VAT (£600.00 inclusive of VAT) (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

(c) The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

#### Joint Landlords

If there is more than one Landlord, any of you will be able to participate in ADR. DPS does not accept liability to any one or more joint Landlords for acting on the instructions of any other joint Landlord. TDS does not accept directions from joint Landlords to deal only with instructions agreed unanimously by joint Landlords.

G6.2. Deposit held by or transferred to Landlord If you do not want us to hold or protect the Deposit on your behalf, you must tell us before the Tenancy Agreement is signed and it will be your responsibility to protect it as required by Law.

(i) By law you must register the Deposit with an authorised Tenancy Deposit Protection Scheme within 30 days of the date we receive it from the Tenant. You must also give the Tenant(s) and any Relevant Person the required information (prescribed information) about the deposit.

(ii) We will notify you of the date we receive the deposit and you will be required to immediately register with one of the approved deposit protection schemes and provide us with evidence of such registration. Upon receipt of confirmation of your registration we will release the Deposit to you.

(iii) You must then confirm to us and notify the Tenant within 30 days of the date the Deposit was paid to us, that the Deposit has been protected and provide details of the Scheme under which the Deposit is being held and the applicable time-scale relating to the return of the Deposit and the arrangements for the resolution of any disputes that may arise at the end of the Tenancy. Information about the Tenancy Deposit Schemes that available to Landlords can be obtained from [www.communities.gov.uk](http://www.communities.gov.uk) or [www.mydeposits.co.uk](http://www.mydeposits.co.uk) tel: 0844 980 0290 or [www.rla.org.uk/depositguard](http://www.rla.org.uk/depositguard) tel 0845 666 5000 or [www.depositprotection.com](http://www.depositprotection.com) tel: 0844 4727000 or [www.capita-tdp.co.uk](http://www.capita-tdp.co.uk) tel: 08444 129968

(iv) At the end of the Tenancy you will be responsible for making the appropriate arrangements for the return of the deposit to the Tenant less any agreed deductions in accordance with the chosen approved Tenancy Deposit Protection Scheme.

#### (v) Penalties for Non-Compliance

If you fail to serve Prescribed Information and safeguard the Deposit as outlined in G6.2(i) the Tenant or any Relevant Person can take legal action against you in the County Court. The Court can make an order that you must pay the Deposit back to the Tenant or lodge it with the Custodial Scheme (the Deposit Protection Service). In addition, a further order will be made requiring you to pay compensation to the Tenant of between one and three times the value of the Deposit.

If you fail to meet the initial requirement to protect the Deposit, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 (a Section 21 Notice) until either:

- the Landlord returns the Deposit to the Tenant in full (or the balance after any deductions as the Tenant agrees); or
- if the Tenant has taken proceedings against the Landlord for non-protection and those proceedings have been concluded, withdrawn or settled.

If you fail to serve Prescribed Information you cannot serve a Section 21 Notice until the Prescribed Information has been served but this will not prevent a Tenant from issuing proceedings for late provision of the Prescribed Information and seeking a penalty award.

(vi) We have no liability for any loss suffered if you fail to comply with the above obligations to protect the deposit and give prescribed information.

#### **G7. The Energy Performance of Buildings Regulations 2007**

Since 1st October 2008 all properties marketed for letting need a valid Energy Performance Certificate (EPC). The EPC is valid for 10 years.

Chantries will not be able to commence the marketing of a Property until the EPC is in place.

The Landlord is responsible for ensuring a valid EPC is made available for any tenancy prior to a prospective tenant receiving written details of, or first viewing, a property. The penalty for not having a valid EPC includes a fine of up to £200. Chantries can, if instructed by the Landlord and provided that access to the Property is made available to the contractor, arrange for the EPC to be prepared on behalf of the Landlord. The contractor's fee for providing the certificate is payable

by the Landlord. Chantries must be put in funds prior to these arrangements being made. Any works that may be recommended on the EPC are the responsibility of the Landlord.

If the Landlord already has a valid EPC, this must be made available to Burns & Webber as soon as possible, but prior to the first viewing of a Property with a prospective tenant.

#### **G8. Equalities Act 2010**

A Landlord must not unlawfully discriminate against the Tenant or prospective Tenant based on their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.

A disabled person has the right to ask for 'reasonable adjustments' to enable them to fully enjoy the property and its features as an able-bodied person could. This also includes common parts. The landlord and agent are legally bound not to change the terms on which the lease is offered, refuse to let to a disabled person or treat a disabled person differently. The landlord will be expected to make reasonable adjustments to the property but is not obliged to remove or alter a physical feature however they may be expected to provide auxiliary aids and services, change practices, policies or procedures or change the terms of the letting. What is considered reasonable is dependent upon on the size and resources of the landlord, the length of the lease, the effect of the disability on the individual, the level of disruption that any adjustment would cause to other tenants and the financial costs of making the adjustment.

#### **G9. Service of Notices**

##### **(i) Assured Shorthold Tenancies**

Where the property is let under an Assured Shorthold Tenancy a Section 21 Notice will be served upon written request of the Landlord (see A1(x), B1(x), C1(xiv), D1). The notice period is a minimum of 2 months plus 2 working days must be allowed for service. Upon expiry of this Notice if the Tenant fails to vacate the Property, the Landlord is entitled to commence proceedings to recover possession. Please note possession cannot be granted until 6 months of the Tenancy have elapsed. A Landlord is not entitled to possession unless this Notice has been served.

##### **(ii) Address for Service Land Registration Act 2002**

It is strongly recommended that the Landlord informs the Land Registry of up to three contact addresses where the Land Registry can send correspondence and notices relating to the Property to the Landlord. For further information contact your local Land Registry office or refer to [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

#### **G10 Flood & Water Management Act 2010**

Since 1st October 2011 Landlords are required to give water companies their Tenant's contact details. This is to prevent Tenants leaving properties without providing water companies with appropriate forwarding addresses and leaving unpaid bills. Should the Landlord fail to comply with this provision, he will become jointly and severally liable for the invoices for water usage at the rented property.

#### **G11 Legionnaires Disease**

(i) In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, Landlords and their Managing Agents are required to ensure that the risk from exposure to legionella from all water systems in residential rental premises is controlled.

(ii) When you sign this contract with us you are confirming that you believe the property is safe and free from any such bacteria, and that you are responsible for the ongoing safety of the property.

(iii) You also confirm that where you are instructing us to act for you under our Management Services, you will allow us to take any necessary steps, at your cost, if a problem is suspected or found at the property during the course of the tenancy.

## **H. General Conditions of Business**

### **(i) Client Account**

All income and expenditure which we receive and make on your behalf will pass through our client account which is held at Barclays Bank Plc. We shall be entitled to retain interest on reasonable working balances in the client account.

### **(ii) To Let / Let By Board**

We reserve the right to erect a To Let/Let By board for each instruction and renewal unless instructed otherwise

(iii) Rental Payments

Wherever possible Tenant rental payments will be made by standing order. We undertake to pay rent received to you net of deductions within 5 - 11 working days of receipt provided payment is made to you by direct bank transfer/electronic bank transfer. Where rental payments are accepted by cheque it can take up to a further three working days for the monies to clear into your account.

(iv) Landlord Withdrawal from Offer

Should you instruct us to proceed with a proposed Tenancy at your property based on an offer from a Tenant introduced by us which you accept and from which you subsequently withdraw, we reserve the right to charge a fee of up to £500.00 +VAT (£600.00 inclusive of VAT) to recompense our reasonable expenses and time incurred in the intervening period in relation to the negotiation and creation of all necessary paperwork, taking of references etc. However, you will not be liable for such costs if the withdrawal is as a result of the proposed Tenant's unsuitable references or if the Tenant withdraws for any reason.

(v) Entitlement to Fees

(a) We will retain our fees from monies received by virtue of this contract save such monies which represent the Tenant's security deposit

(b) Payment of all other sums due to us hereunder is due upon delivery of invoice or may be deducted by us from monies coming into our hands and belonging to the Landlord.

(c) We shall be entitled to our fee if we let the property whether instructed verbally or in writing.

(d) Should the Tenant exercise a release clause our fee will be payable up to and including the last lawfully due rental payment and will cease to be applicable thereafter.

(e) In the event of the Tenant ceasing to pay rent for whatever reason other than the legitimate exercise of a release clause the fee due to us will remain due and payable upon demand.

(f) No refund of any fees received in advance will be given should the Tenant cease to pay rent for whatever reason other than the legitimate exercise of a release clause.

(g) Any sums due to us by yourself under these Terms & Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above the base rate of the Bank of England from time to time which shall accrue on a daily basis from the date such sums become due until payment.

(vi) Commissions from Third Parties

In the normal course of business, we will be offered commissions by third parties, to whom we might introduce our clients' business. We will not solicit such commissions but will select such companies on the basis of their competence and/or availability. If we are satisfied that our clients' interests are not adversely affected, then we may accept such commissions for our own benefit and not account for them to our clients.

(vii) Exclusion of Liability

(a) We are not liable for any rent, or non-payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.

(b) Should your Tenant fall into rent arrears we will inform you as soon as possible and use our reasonable endeavours to sort out the problem, but any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord.

(c) We do not employ inventory clerks or contractors and cannot be held responsible for any error or omission on the part of any independent inventory clerk or contractor instructed on your behalf.

(d) The Landlord undertakes to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on his behalf by virtue of this Agreement.

(e) Money Laundering. We are obliged to comply with all legislation in relation to Money Laundering and we reserve the right to refuse payment of any sums in cash or cheques written on unfamiliar banks, whether by way of rent, deposit or subsequent payments. We cannot accept any responsibility for any tenancy which does not proceed as a consequence of these requirements.

(viii) Confirmation of Instruction

- (a) No variation to these terms will be effective unless agreed in writing.
- (b) The fees and charges outlined in this contract are subject to review at our discretion. If these charges are to be adjusted we shall inform you in writing prior to any letting being completed.
- (c) Unless instructed to the contrary we reserve the right to give to other agents details of premises to let on a commission-sharing basis. No additional commission is payable by you in such cases.

(ix) Extra-Ordinary Management

We shall be entitled to a reasonable fee for any necessary work or Management of an unusual nature not envisaged in these terms of business undertaken on your behalf upon your instruction.

(x) Contract Terms

- (a) Under the Unfair Terms in Consumer Contracts Regulations 1994 we are legally required to ensure that our standard terms are fully understood and acceptable.
- (b) If you do not understand or do not wish to accept any of our terms, please tell us and we would be pleased to discuss them with you.
- (c) By signing the Landlord Instruction form you acknowledge and accept our terms and agree to be bound by the conditions
- (d) If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect.
- (e) Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

(xi) Sole Agency Notice Period

We require a minimum of two weeks' notice from Landlords wishing to end their sole agency agreement with us, in order to go joint/multi instruction with another agent.

(xii) Notice of the Right to Cancel

Where this contract is signed by the consumer client (you) during a visit by us to your home or place of work or any other place away from our business premises, you have a right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Cancellation will be accepted if it is in writing and sent by electronic mail to [info@chantries.net](mailto:info@chantries.net). or delivered by post or hand to Chantries, 2 St Mary's Terrace, Mill Lane, Guildford, Surrey, GU1 3TZ within 14 days of the date of this contract. A form of cancellation can be provided by us for this purpose if you wish.

(xiii) Performance of the Contact

Whilst retaining the right to cancel the contract within 14 days, the client hereby authorises Chantries to immediately begin active marketing of the property. Should the right to cancel be exercised the client will be liable for reasonable expenses incurred, which may include costs for advertising and preparation of Particulars. An estimate of these costs will be provided on request. Should a tenancy be agreed prior to cancellation the agreed agency fee would be due, notwithstanding that cancellation took place.

(xv) Complaints Procedure

We operate a complaint handling procedure (CHP) strictly in accordance with the regulatory requirements of NALS (National Approved Lettings Scheme). Copies are available upon request in writing from our office.

"Commission" The fee payable to the letting agent for letting and, if applicable, managing the property.

"Market the Property" On receiving your instructions to proceed we will market the property through advertising, websites, mailing lists, window displays and contacts as we consider appropriate.

"VAT" Value Added Tax payable at the statutory rate, currently 20% of the value. All fees and charges contained in this document are subject to VAT.

(xvi) Privacy Policy

Please refer to our website [chantries.net/privacy-policy](http://chantries.net/privacy-policy) for our full Privacy Policy.

## Definitions



In these terms and conditions, the following expressions shall have the following meanings:

Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to any subordinate legislation made. Words importing the singular include the plural and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.

“The Agent” and “Chantries” Chantries Lettings & Property Management Ltd and its successors in title.

“The Landlord” Any one or more individuals or corporate entities that has the legal right as freeholder or leaseholder to let the property or his successors in title.

“The Property” The property specified in the instruction letter or any part thereof together with any common ways or shared facilities if Property is part only of a building and any fixtures fittings and furniture belonging to the Landlord

“The Tenant” Any one or more individuals or corporate entities named as Tenant in the Tenancy Agreement.

“The Occupier” The authorised Licensee of the Tenant permitted occupation of the property under the terms of the Tenancy Agreement.

“The Tenancy Agreement” The written contract between the Landlord and the Tenant setting out the terms of the Tenancy including rent.

“The Tenancy” The occupation of the property by the Tenant or Occupier for the term as defined in the Tenancy Agreement including any renewal or extension.

“The Term” The length of the letting and any subsequent letting.

“Initial Term” The first agreed period of the letting prior to any renewal or extension of the Term.

“Rent” The sum payable by the Tenant to the Landlord for the Term of the Tenancy inclusive of ground rent and service charges but excluding gas, electricity, telephone, water and council tax unless otherwise specified.

“The Deposit” The sum of money lodged with the agent by the Tenant at the start of the Tenancy to cover any damage or loss incurred during the Tenancy. Any balance after deducting such costs must be returned to the Tenant.

“The Deposit Holder” The person firm or company who holds the Deposit under, and is a Member of, the Tenancy Deposit Scheme administered by The Dispute Service Ltd.

“The Relevant Person” The person who paid the Deposit or any part of it on behalf of a Tenant

“DPS” The Deposit Protection Scheme administered in accordance with the compulsory Tenancy Deposit Protection Scheme under the provisions of the Housing Act 2004.

“Stakeholder” 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, or if applicable determined by the ADR process or ordered by the Court. Deductions at the end of the Tenancy must be jointly agreed by Landlord and Tenant before monies are released by the Stakeholder. Any disputed amount will not be paid to either party until mutual agreement is reached or an appropriate third-party decision made.

“Scheme” 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).

“Statutory Time Limit” 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.

“Day” or “Calendar Day” any day of the year, including Saturdays, Sundays and bank holidays. “Working Day” 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.

“Letter of Indemnity” The guarantee lodged by the Tenant in lieu of The Deposit as security to pay the Landlord for any loss or damage incurred during the Tenancy on presentation of a statement of claim.

“RICS” The Royal Institution of Chartered Surveyors. “CHP” The Complaints Handling Procedure “ARLA” The Association of Residential Letting Agents.

“NALS” The National Approved Lettings Scheme.

## Interpretation

Words importing one gender shall be construed as importing any other gender. Words importing the singular shall be construed as importing the plural and vice versa. Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa. Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons. The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation. Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to any subordinate legislation made.



## Summary of Fees

Clause numbers are shown for ease of reference only. Refer to clause for full explanation of service. All fees are subject to VAT @ 20%. The VAT inclusive figures are quoted in brackets.

### CORE SERVICES

Introduction Service A / A2 (i) Sole Agency: 10% +VAT (12% inclusive of VAT) of the gross rent for full tenancy term

Introduction Service Renewal A2 (ii) 8% +VAT (9.6% inclusive of VAT) of gross rent for 2nd and subsequent terms

Rent Collection Service B / B2 (i) Sole Agency: 10% +VAT (12% inclusive of VAT) of the gross rent for full tenancy term

Rent Collection Service Renewal B2 (ii) 10% +VAT (12% inclusive of VAT) of gross rent for 2nd and subsequent terms

Full Management Service C / C2(i) Sole Agency: 13% +VAT (15.5% inclusive of VAT) of the gross rent for full tenancy term

Full Management Service Renewal C2 (ii) 15% +VAT (18% inclusive of VAT) of the gross rent for full tenancy term

Management Only Service D / D2 7.5% +VAT (9% inclusive of VAT) of the gross rent for full tenancy term subject to minimum fee of £1440.00 (inclusive of VAT)

Vacant Management Service E / E2 £250.00 +VAT (£300.00 inclusive of VAT) per month

Administration Fee A2 (iv-a) / B2 (v-a) / C2 (v-a) £300.00 +VAT (£360.00 inclusive of VAT)

Memorandum of Renewal A2 (iv-c) / B2 (v-c) / C2 (v-c) £100.00 +VAT (£120.00 inclusive of VAT)

### ADDITIONAL SERVICES & FEES

#### MANAGED PROPERTIES

Safety Check Inspections C1 (vi) / G2 Contractor's fee only

Major Works Supervision F1 (i) 10% +VAT (12% inclusive of VAT) of total cost of works over £2,500 + VAT (£3,000 inclusive of VAT)

Additional Property Visits F1 (ii) £75.00 +VAT (£90.00 inclusive of VAT) per additional visit

House Sitting F1 (iv) £40.00 +VAT (£48.00 inclusive of VAT) per/part hour + expenses

Consent Application F1 (v) £50.00 +VAT (£60.00 inclusive of VAT) each

Snagging Inspections F1 (vi) £50.00 +VAT (£60.00 inclusive of VAT) per/part hour + expenses

### ADDITIONAL SERVICES & FEES

#### NON-MANAGED

Non-Managed Property Visits F2 (i) £125.00 + VAT (£150 inclusive of VAT) per visit

Safety Check Inspections F2 (ii) / G2 £45.00 +VAT (£54.00 inclusive of VAT) each + Contractor's fee

Deposit Reconciliation F2 (iii) £50.00 +VAT (£60.00 inclusive of VAT) per hour or min £200 +VAT (£240.00)

### ADDITIONAL SERVICES & FEES

#### GENERAL

Interior Design / Refurbishment F3 (i) 10% +VAT (12% inclusive of VAT) of total cost of works

Legal Liaison / Court Attendance F3 (ii) £150.00 +VAT (£180.00 inclusive of VAT) per/part hour + expenses

Tax Accounting F3 (iii) £200.00 +VAT (£240.00 inclusive of VAT) per annum

Courier Deliveries F3 (iv) Charged at cost

Copy Statements F3 (vi) £7.00 +VAT (£8.40 inclusive of VAT) each

Energy Performance Certificate F2 (viii) Contractor's fee only

Landlord Withdrawal from Offer H (iv) Expenses to max. £500.00 +VAT (£600.00 inclusive of VAT)

## Chantries Lettings & Property Management Confirmation of Landlord Instruction

Please read the Terms & Conditions of Business and this Landlord Instruction form carefully. If you have any queries, please contact us immediately.

When satisfied that you understand and agree to be bound by all terms and conditions stated please complete this form and return the entire document to us to confirm your instructions. Please retain the duplicate copy provided for your own records.

Re.....  
(address of property)

I/We.....  
(full names of all registered owner/s)

hereby appoint Chantries Lettings & Property Management Ltd to undertake the services and make the arrangements indicated below on my/our behalf under the terms outlined in these Terms & Conditions of Business: (tick as applicable/required)

• **Introduction Service**

Sole Agency: 8% +VAT (9.6% inclusive of VAT) for first tenancy term plus a further 8% +VAT (9.6% inclusive of VAT) for any renewed terms

• **Rent Collection Service**

Sole Agency: 10% +VAT (12% inclusive of VAT) for first tenancy term plus a further 10% +VAT (12% inclusive of VAT) for any renewed terms

• **Full Management Service**

Sole Agency: 13% +VAT (15.6% inclusive of VAT) for first tenancy term plus further 13% +VAT (15.6% inclusive of VAT) for any renewed term

• **Management Only Service**

7.5% +VAT (9% inclusive of VAT)

• **Vacant Management Service**

£250.00 +VAT (£300.00 inclusive of VAT) per calendar month

Please arrange the following in accordance with Safety Regulations: Contractors fee payable by Landlord.

An administration fee of £45.00 +VAT (£54.00 inclusive of VAT) is also payable where we are not instructed to Manage the property.

Gas Safety Check  Electrical Safety Check  Smoke Alarm Installation

**Please arrange the following:**

Chantries Lettings & Property Management Ltd Administration Charge - £300.00 +VAT (£360.00 inclusive of VAT)

Creation of Inventory of Schedule & Condition (Contractors fee payable by Landlord)

Creation of Energy Performance Certificate (Contractors fee payable by Landlord)

I/WE hereby warrant that:

• I/We are the legal owners and all interested parties have or will be notified of our intention to let the above property and any necessary consents obtained.

• I/We are not aware of any building or planning permission in the area that might affect the tenancy and confirm that we will immediately notify Chantries Lettings & Property Management Ltd and the Tenant in the event that I/we become aware of such.

• Where the property and tenancy is an HMO (House in Multiple Occupancy) the local authority has or will be notified and any required license obtained and I/we will provide Chantries Lettings & Property Management Ltd with all related information.

• All furniture and furnishings in the property and included in the letting fully comply with the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

- All gas appliances or installation pipework (where applicable) in the premises fully comply and will be checked in accordance with the requirements of the Gas Safety (Installation and Use) Regulations 1998.
- All electrical installations and appliances in the property fully comply with the requirements of The Electrical Equipment (Safety) Regulations 1994 and indemnify Chantries Lettings & Property Management Ltd in respect of all proceedings, claims, losses, costs and expenses which they may suffer or incur as a result of any breach of this Warranty.

Signed Confirmation

Signed: ..... Full name:  
.....

Signed: ..... Full name:  
.....

Date: .....

Address:  
.....  
.....  
.....

Postcode.....

Home Tel: ..... Mobile:  
.....

Work Tel: ..... Email:  
..... :

Address for Statements (if different to above)  
Address:  
.....  
.....  
.....

Postcode.....

If you are an Overseas Resident, we will deduct tax from your rental income unless we are provided with Exemption Approval by HM Revenue & Customs. Please confirm below whether you are going to be resident overseas during the period of the Tenancy and provide the address if different from the one shown above.

- I / We confirm that I / we shall be resident in the United Kingdom during the Tenancy
  - I / We confirm that I / we shall be resident outside the United Kingdom during the Tenancy
- Please ensure you notify us if your residency status changes at any time during the Tenancy.

**Bank Account Details to Pay Rent To**

Sort Code: ..... Acc No:  
.....

Bank  
Address:.....  
.....  
.....

Postcode.....

**Notice of the Right to Cancel**

Where this contract is signed by a consumer client during a visit by us to your home or place of work or any other place away from our business premises, the client has a right to cancel the contract as outlined in this document under Clauses H(xi) and H(xii).