



Tarrant's Property Services Ltd

4 Bevan Street East, Lowestoft, NR32 2AA | 01502 573177
info@letusletyou.co.uk | www.tarrant'sproperty.com

Let Us Let You®

This Agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord. Please read the Agreement carefully. If there are any parts which you do not fully understand, please speak to us. You will be bound by this Agreement as soon as you sign and return it to us.

1 Sole Agency

1.1 By appointing us, you agree that we shall have sole agency to market the premises. This means you will be liable to pay commission to us, in addition to any costs or charges agreed, if at any time unconditional contracts for the letting of the premises have been exchanged:

- a) With a Tenant introduced by us.
- b) With a Tenant with whom we had negotiations about the premises, or
- c) With a Tenant introduced by another agent/person, including you.

1.2 It is important to note that should you instruct another agent to act as well as us, you will have to pay the commission due under this Agreement to us, regardless of whether or not you also owe a fee to the other agent.

2 Property Management Service

When we are instructed to manage the premises we will do the following:

2.1 Advertise your property via the internet, our office, local papers and by erecting a 'To Let' board. You must notify us in writing if you are not allowed to erect a Board, either through a superior Landlord, freeholder, other interested party, or if local bye-laws or conservation restrictions apply.

2.2 Carry out viewings with prospective Tenants.

2.3 Seek written references on all Applications received including, where applicable:

- a) Current or previous Landlord reference.
- b) Employer reference.
- c) Applicant credit agency check, or
- d) Guarantor credit agency check.

2.4 Once all references are received they will be forward to you for your consideration. (Please note we cannot be held responsible for the accuracy of the references). You will need to confirm in writing whether the references are acceptable.

2.5 Carry out a Schedule of Conditions on unfurnished properties and in addition, an Inventory on furnished or part furnished properties. We will also take photographic evidence of the condition of the property to support the Schedule of Conditions to help reduce the risk of a dispute arising. If you do not have a Schedule of Conditions or Inventory and there is a dispute at the end of the Tenancy, you will not be able to prove the condition of the property at the start of the Tenancy and may not be able to obtain compensation from the Tenant, either through any Tenancy Deposit Protection Scheme, or through the County Court at the end of the Tenancy. If you choose to carry out your own Schedule of Conditions or Inventory, we must receive this at least seven days before the Tenancy commences. Once the Tenancy is signed, the Tenant(s) will have three working days to dispute any items on the Schedule of Conditions or Inventory, otherwise the original will stand and be used as a comparison at Check Out.

2.6 We will ensure you are informed of all current legislation including, but not exclusively, gas safety, fixed electrical safety, portable appliance testing and fire safety regulations, as applicable. No Tenancy start dates will be agreed until copies of all legally required certificates are in our possession. If you wish us to organise any of these we will do so, we will however require

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payment in advance, as there will be no funds in the account until the first Tenant takes occupancy.

- 2.7 Prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed.
- 2.8 Notify the gas, electricity, water, sewerage and Local Authority at both the beginning and end of each Tenancy of the date the Tenancy begins and meter readings where appropriate. You will be responsible for any charges before the first Tenancy commences and any periods when the property is unoccupied.
- 2.9 Collect the first months rent and deposit. We will hold the Deposit as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant. We will register the details of the Deposit with The Tenancy Deposit Scheme. We will require a minimum three sets of keys from the Landlord prior to the Tenancy commencing. If you do not provide these, we will have additional sets cut.
- 2.10 Service Notice to end the Tenancy if requested in writing from the Landlord. You are legally obliged to give two months' notice. We cannot be held liable for any delay if you provide insufficient time for service of the Notice.
- 2.11 Perform a check out at the end of the Tenancy using the Schedule of Conditions, Inventory if applicable and photographs taken at commencement of the Tenancy. We will also use Property Inspection Reports and Photographs, if we are instructed to carry these out on your behalf.

For Your Information

- 2.12 We should advise you that if an Application has been made by a prospective Tenant and you then inform us you wish to withdraw from the proposed Tenancy or withdraw the property, it may not be possible to do so and the Tenant can take legal action against you for losses suffered. Should the Tenant agree to accommodate your request, you will be expected to cover reasonable costs and expenses incurred by the Tenant.
- 2.13 If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions, you agree by signing this Agreement to meet some of the costs and expenses incurred up to the sum of £150.00 plus VAT.
- 2.14 You must notify us if you change your address.
- 2.15 It is not part of our normal service to forward Landlord's mail and you should ensure you arrange for redirection of mail via the Royal Mail.
- 2.16 We will require copies of all instruction manuals, guarantees and maintenance contracts. We will hold these on file and pass photocopies to the Tenant for their use.
- 2.17 If the Tenant leaves the property of their own accord prior to the end of the Tenancy, it is the responsibility of the Landlord to take appropriate action to gain recovery.

3 Rent Collection

- 3.1 Monthly Statements of account will be sent to you within 10 working days after receipt of cleared funds, less our agreed fees and expenses, into your nominated bank or building society account.



- 3.2 You should set up a facility with your bank to ensure payment of all regular outgoings, to take account of alterations to the rent payment date, void periods or failure by the Tenant to pay the rent.
- 3.3 We cannot be held responsible if the Tenant fails to pay the contractual rent unless it is due to our negligence or breach of contract. We will however make every attempt to recover rent arrears by serving the appropriate letter(s) requesting payment to their home address. We will also pursue rent arrears from the Guarantor, if applicable.

4 **Management Service**

In addition to the above services, we will do the following:

- 4.1 Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts which appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands, or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to, or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
- 4.2 Deal with day to day management matters, including minor repairs up to a maximum figure of £200 for any one item. Except in the case of emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £150.00. By signing this Agreement you agree we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent or the fund mentioned below.
- 4.3 If you would like to do so, we will deduct a set amount from each rental payment and hold in a reserve account, to offset against expenses such as repairs, service charges etc. Should you choose to do so, we will provide you with a regular summary of the account to ensure you are kept informed of the balance held.
- 4.4 We, the Agent will instruct Tradesmen to carry out any maintenance, repairs or other work on your behalf unless you tell us otherwise and by signing this Agreement you give us authority to do so. The contract for works lies between yourself and the contractor, with us acting in an advisory capacity only. If any damage is caused by the negligence or failure of tradesmen, we the Agent will not be liable for any loss suffered by you. We ensure Public Liability insurance is in place for any contractors before we use them for the first time.
- 4.5 We will use a particular contractor if requested by you, provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord, we the agent will not be liable for any loss suffered by you.
- 4.6 We are not liable for any loss or damage suffered by the Landlord if we are unable to carry out repairs or maintenance because we do not hold any, or sufficient funds, unless the loss or damage is due to our negligence or breach of contract.
- 4.7 If you instruct us to do so, we will inspect the premises approximately two times each year, or more frequently if requested in writing and deemed necessary by you, which will be subject to a charge as shown on the Additional Services. These visits are of a limited nature in order to verify the general good order of the premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of, or every item in the premises, but



enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed, or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.

- 4.8 Supervision of the premises is not part of your management function when it is unoccupied. If you wish us to manage your premises during a void period we will gladly do so, subject to the charges specified in our Additional Services, which are payable in advance and with your written instructions. We will visit the premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds and you agree in writing to pay our administration fee as shown in the Additional Services.
- 4.9 Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the premises to undertake work on your behalf. If the Tenant is unable or unwilling to allow access, we will accompany the contractor and allow access with our key, having given the statutory 24 hours' notice beforehand to the Tenant of our intention to enter. We will not remain with the Contractor once entry is gained.
- 4.10 Advise that either party may withdraw instructions to manage the Property at the end of the Tenancy. Unless you can prove negligence on our part, you cannot withdraw your instructions while a Tenancy is running.

5 **Renewal**

When we are instructed for any of the above services we will do the following:

- 5.1 Contact you towards the end of the initial fixed term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the Rent annually, or at the commencement of a new Tenancy and advise you if a rent increase is possible or desirable, depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed or Notice served. We do not serve Notice on the Tenant unless you instruct us to do so in writing.
- 5.2 Write to the Tenant once written confirmation has been received from you requesting the Tenancy to become periodic and asking if they wish to continue the Tenancy. We will prepare the Periodic Tenancy paperwork and forward to both parties for signature.
- 5.3 Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However, if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy where we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents, we will have no liability if the Tenant fails to return them.
- 5.4 You will receive a copy of the paperwork signed by the Tenant, and they will receive a copy of the paperwork signed by you.
- 5.5 If the Tenancy becomes periodic, the rent can only be lawfully increased on an annual basis, if we serve the tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can



arrange for Solicitors to act on your behalf. You will however, be responsible for their charges. If you wish to apply a rent increase you should notify us in writing at the appropriate time.

6 **General Terms & Conditions**

6.1 **Consent for Letting**

By signing these Terms and Conditions you warrant to us that you are the owner of the premises, or otherwise lawfully entitled to enter into the Tenancy Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Tenant you are legally entitled to grant a Tenancy of the premises.

6.2 **Mortgage**

If the premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm you have consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant, you must provide them to us prior to the start of the Tenancy, to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date.

6.3 **Sub-Letting**

If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their Managing Agent before you can sub-let the premises to an applicant. In giving consent the Superior Landlord or their Managing Agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let which is your liability. We will need a copy of the relevant sections of the head lease, together with any schedules referred to therein so that we can attach a copy of this to the Tenancy Agreement. If the Tenant is not given a copy of the relevant sections of the head lease, you cannot impose any obligations contained in it upon the Tenant. This could lead you to breach of the terms of your lease.

6.4 **Insurance**

It is essential that the premises and the contents included in the Inventory and Schedule of Conditions are adequately insured and that your insurers are aware that the premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the premises is injured. You must give us copies of the relevant sections of the policies to attach to the Tenancy Agreement at the start of the Tenancy, including any conditions for vacant premises. If these are not given to the Tenant, the Tenant will have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy which covers loss of rent and contents, and legal expenses.

6.5 **Taxation**

You will be liable for tax on income arising from letting the premises and you must inform the Inland Revenue that you are letting the premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your Accountant or from the Inland Revenue website which can be accessed on www.hmrc.gov.uk You must also keep all your



invoices for six years for tax purposes. You should be aware that we forward a form to the Inland Revenue annually detailing all landlords whose premises we have let, regardless of the country of residence of that landlord.

The Inland Revenue has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue. The relevant form and guidance notes can be downloaded from the above website and typing in "Non Resident Landlord's Scheme" in the Quick Search. Until that approval number is given to us by Inland Revenue we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to the Inland Revenue on a quarterly basis. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from the Inland Revenue to pay the rent gross, he must deduct tax and forward that to the Inland Revenue on your behalf. No person is exempt from this scheme.

6.6 Safety Legislation

6.6.1 The Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993

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

- All upholstered furniture,
- Three piece suites,
- Beds and divans including the upholstered bases,
- Padded headboards,
- Sofa-beds,
- Furniture with loose or fitted covers,
- Children's furniture,
- Cots and other items used by a baby or small child,
- Cushions,
- High-chairs,
- Mattresses of any size,
- Pillows,
- Garden furniture which may be used indoors.

6.6.2 Electrical Equipment (Safety) Regulations 1994

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

6.6.3 Gas Safety (Installation & Use) Regulations 1998

It is a criminal offence to let premises with gas appliances, installations and pipework that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC.



6.6.4 Part "P" Building Regulations (Electrical Safety In Dwellings)

From 1st January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor, if managing the premises.

6.6.5 Smoke Alarms & Carbon Monoxide Alarms

Under current legislation being the Building Regulations 1991, it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery backup. Legislation insists that the same criteria apply to a House in Multiple Occupation (HMO). In addition The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 came into force on 1st October 2015. These Regulations require a smoke alarm to be fitted to the ceiling of each storey on which there is a room, used wholly or partly as living accommodation and this includes bathrooms and toilets.

Carbon Monoxide alarms must be equipped in any room which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance.

It is the Landlord's responsibility to ensure all Smoke Alarms and Carbon Monoxide Alarms are in working order on the day a new Tenancy begins.

6.7 Legionella Risk Assessment

New Legislation came into force on 1st October 2015 which requires all properties in the rental sector to have a risk assessment carried out.

'Legionnaires' Disease: The control of Legionella Bacteria in Water Systems' came into force on 1st October 2015 and requires Landlords to take the right precautions to reduce the risks of exposure to legionella. A Risk Assessment must be carried out and records kept. If any works are required, these must be completed.

6.8 Water Meters

The Tenant has the legal right to have a water meter installed under the Water Act 2003. The Landlord cannot object.

6.9 Energy Performance Certificates (EPC)

As from 1st October 2008 all properties going on the market for letting must have an EPC. A copy must be given to viewers Gas Safe with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions, or we can organise on your behalf once payment is received. The premises cannot be marketed without an EPC.

6.10 The Deposit

We will collect the Deposit together with the initial rent payment from the Tenant at the commencement of the Tenancy and regardless of the service used by the Landlord, hold the Deposit in a Stakeholder Capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. The Deposit will also be held in an interest bearing client account. Any accrued interest will be retained by Tarrant's Property Services Ltd.



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After the Tenancy ends you are entitled with the written consent of the Tenant to ask us to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills or unpaid rent and pay the balance if any to the Tenant. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

To comply with Tenancy Deposit Protection legislation, the Agent is a member of the My Deposits, which is administered by:

mydeposits

Premiere House
1st Floor
Elstree Way
Borehamwood
Herts
WD6 1JH

Phone **0844 980 0290**

Web www.mydeposits.co.uk

Email customerservices@mydeposits.co.uk

Fax **08456 34 34 03**

If we are instructed by you to hold the Deposit, we shall do so under the Terms of the Tenancy Deposit Scheme.

At The End Of The Tenancy Covered By The Tenancy Deposit Scheme

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

Should your Tenant raise a dispute we are expected to provide evidence on your behalf and to respond to the dispute. This is outside our normal property management service and is charged to you separately.

When the amount in dispute is over £5000.00 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of My Deposits from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

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It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to My Deposits the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but My Deposits will take appropriate action to recover the Deposit and discipline us.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

By signing this Agreement you agree to abide by the regulations of My Deposits of which we are a member.

Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

6.10.1 Rent Arrears Or Breach of Covenant

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

6.10.2 Reimbursement of the Agent

You will keep us reimbursed for any claim damage or liability whether criminal or civil suffered from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfill your contractual and statutory obligations as a landlord.

6.10.3 Housing Act 2004

The regulations in the above Act concerning houses in multiple occupation ("HMOs") became law on April 6 2006 and were enforceable from July 2006. There is a general wide definition of the regulations which state that the following are HMOs:

- Student accommodation during Term time;
- Properties inhabited by three or more people who are not a household and share kitchen and bathroom facilities. A household is defined as parents, grandparents, children, aunts, uncles and cousins.
- A building converted into flats pre June 1992 which does not comply with the Building Regulations 1991, has not been subsequently up-dated to the relevant fire safety standard



and where a third or more of the properties are rented on short Term tenancies.

The Landlord may not have to carry out any action to ensure compliance. The above properties like all private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is the new statistical means of measuring hazards and risk of injury at the Premises. This system applies to all properties but those falling into the above category are subject to inspection by the environmental health officer. The responsibility for ensuring the properties comply is that of the Landlord. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS if we incur any costs for compliance due to an order being served upon us the Landlord agrees to reimburse us within fourteen days of written demand or agreeing by signing this document that the costs may be deducted from the Rent or other money received.

6.10.4 **Mandatory Licensing**

Under the Housing Act 2004 landlords of certain properties where individuals are living as more than one household will need to be licensed by their local authority. If your Premises potentially require a license you will either need to obtain a license from the relevant local authority or we will only be able to let your Premises to a single family group.

The Property will require a licence if it falls into the following definition. If the Premises has five or more occupiers who do not form one household and share kitchen or bathroom facilities it is subject to mandatory licensing. It is the responsibility of you the Landlord to apply and pay for the license. We will only offer Premises for let when we are in receipt of a copy of the mandatory license or a certificate stating that the Landlord has applied for the license. If you refuse to supply us with a copy of your license or refuse to obtain one we will not accept any further instruction from you and will take no further part in the letting and management of your Premises. If we are forced to disinstruct ourselves once a Tenancy has commenced you will remain liable for our full fees for the initial Term of the Tenancy. We will inform the Tenant and the relevant local authority of our reasons for disinstructing ourselves in writing.

Discretionary Licensing

Local Authorities can enforce discretionary licensing. It is the responsibility of the Landlord to check whether the Premises are subject to discretionary licensing and if so to apply and pay for the licence. We will only offer the Premises for let when we are in receipt of the licence or the certificate proving that the Landlord has applied for one.

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

Any interest accrued on clients' money which we hold will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

6.10.6 **Acts of Third Parties**

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of Tarrant's Property Services Ltd.

6.10.7 **Money Laundering**

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require you to provide us with one proof of identity and one proof of residence for each Landlord, which can be selected from the list below.



List A: Proof of Identity

Full Passport
National Identity Card
Full Driving Licence.

List B: Proof of Residence

Council Tax bill
Utility bill
Mortgage statement
Bank Statement
Credit Card Statement.

If you are a company which is quoted on the London Stock Exchange we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of two of the following documents:

Memorandum and Articles of Association
Certificate of Incorporation
A set of the Latest Accounts
The last Annual Return.

In addition we need proof of identity and residence of two of the Directors.

6.10.8 Termination

Either party has the right to terminate this Agreement in writing:

- upon the Tenant's vacation;
- if the other party breaks any important term or condition of this Agreement during a Tenancy where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
- either party discriminate for gender, sexual orientation, race, belief or disability.

We may terminate our retainer immediately if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal to continue providing these Services.

6.10.9 Assignment

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

6.10.10 Data Protection Act 2018

In order to comply with the Data Protection Act 2018 to prevent any unauthorised access to or use of personal data we have the responsibility to keep information confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required to do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.



6.10.11 Service of Notices

The provisions for the service of Notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be 4 Bevan Street East, Lowestoft, Suffolk, NR32 2AA.

6.10.12 Definitions

In this Agreement the following Definitions apply:

- Use of the singular includes the plural;
- Use of the masculine includes the feminine.
- "Agent" "we" or "us" means Tarrant's Property Services Ltd whose address is 4 Bevan Street East, Lowestoft, Suffolk, NR32 2AA
- "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- "Landlord" "you" or "your" means anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
- "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- "Premises or Property" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord. When the Premises or Property are part of a larger building the Premises or Property include the use of common access ways and facilities.
- "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
- "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
- "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- "My Deposits" means My Deposits whose details are shown in the Tenancy Agreement.
- "ICE" means the Independent Case Examiner of My Deposits.
- "Agreement" means this Terms of Business signed between the Agent and the Landlord



Tarrant's Property Services Ltd

4 Bevan Street East, Lowestoft, NR32 2AA | 01502 573177
info@letusletyou.co.uk | www.tarrant'sproperty.com

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6.10.13 Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

Please Complete The Following & Return To Us With The Relevant Supporting Documentation

I/We accept the above Terms and Conditions and I/We instruct Tarrant's Property Services Ltd to act on my/our behalf for the purpose of fully managing the premises at: (please enter full address including postcode)

I/We acknowledge my/our obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994 and I/We accept and confirm I/we have full responsibility to ensure that I/We comply with their requirements before and during the letter of the premises.

Please supply the following information:

Location of Electricity Meter _____

Electricity Supplier _____ Telephone No _____

Customer Account No _____ Key / Card Meter **Yes / No**

Location of Gas Meter _____

Gas Supplier _____ Telephone No _____

Customer Account No _____ Key / Card Meter **Yes / No**

Location of Water Meter (If Applicable) _____

Water Supplier _____

Customer Account No _____ Telephone No _____

Sewerage Supplier _____

Customer Account No _____ Telephone No _____

Local Authority For Council Tax – Name & Address _____

Account No _____ Billing Reference _____

Initials _____

Tarrant's Property Services Ltd - Tarrant's Property Management Agreement Revised Sep 2018



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Name of Bank _____

Name(s) On Account _____

Address of Bank _____

Account No _____ Sort Code _____

Insurance Company _____

Policy No _____

Address of Insurers _____

Type of Cover – Buildings/Contents/Both* Amount of Cover £ _____

*Please delete as appropriate

I/We the undersigned am/are the only people with any interest in the premises.

I/We confirm there are no major repairs, construction or maintenance work of which I/we are aware are due to be carried out to the premises, any adjoining property of the building of which the premises form part except as noted below.

I/We would like the following restrictions to be applied to our property (ie No Pets, No Housing Benefit Applicants)

I/We understand that should a dispute be raised by the Tenant against the deposit, this does not form part of the Property Management service and Tarrant's Property Services will charge us an hourly rate for time taken to respond on our behalf and supply supporting evidence.

I/We enclose the following documents to comply with the Money Laundering Regulations 2003

1 _____

2 _____

We would like £ _____ to be deducted from our account each month and held in a Reserve Account to offset against repairs and Agency fees as and when required.

Landlord, Full Name Including Salutation _____

Signature _____ Date _____

Initials _____



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Landlord, Full Name Including Salutation _____

Signature _____ Date _____

PLEASE LIST ADDITIONAL LANDLORD(S) ON SEPARATE SHEET

Landlords Address Once Tenancy Commenced _____

_____ Postcode _____

Telephone No _____ Fax No _____

Email Address _____

Signed On Behalf of Tarrants Property Services Ltd _____

Name _____ Date _____

Initials _____



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List of Charges

Management Agreement Fee (This covers the Management Agreement, Schedule of Conditions, Supporting Photographs)	£130.00 + VAT
Deposit Protection Scheme Cover - Per Tenancy	£25.00 + VAT
Commission	11% + VAT
Conversion of Tenancy From Fixed Term To Periodic and Rent Increase Notification & Documentation	£25.00 + VAT

Additional Services – Price List – These Services Are Optional At The Landlords Request

Inventory (Furnished Or Part Furnished Properties)	£150.00 + VAT
Property Inspections	£75.00 + VAT
Dealing with Deposit Disputes – Gathering & Submitting Evidence	£25.00 Per Hour + VAT
Dealing With Insurance Claims In An Advisory Capacity Only	£25.00 Per Hour + VAT

All prices are subject to review.