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CLIENT MONEY PROTECTION (CMP) PROVIDED BY: ARLA
INDEPENDENT REDRESS PROVIDED BY: TPOs



TERMS AND CONDITIONS OF BUSINESS
LETTINGS ONLY SERVICE
(INTRODUCTION OF A TENANT AND RECEIPT OF RENTAL)

1. In providing this service we shall:
 - a) Visit the property, agree with you the rent to be quoted and prepare particulars.
 - b) Market the property and accompany prospective tenants to view the property.
 - c) Report offers to you or, if instructed, accept offers on your behalf at a minimum rental set by you.
 - d) Take up references on the prospective tenant (once an offer has been agreed).
 - e) Notify the suppliers of gas, electricity, water and the relevant Council Tax Authority of the change in occupier, close the accounts in your name and advise the Tenant of his obligation to take up accounts in his name.
 - f) Arrange for an inventory to be prepared by an independent inventory clerk (**The cost of compilation of the inventory is not included in our Lettings Fee and is borne by the Landlord - please see notes on guide to costs**) and for the inventory to be checked by an independent inventory clerk at commencement and termination of the tenancy (The Landlord pays for the ingoing check and the Tenant usually pays for the outgoing check - **please see notes on guide to costs**) . Forward copies of the inventory clerk's report to you and to the Tenant.
(**Please note that our Lettings Only service does not include liaison/negotiation with the Tenant on any claims you may wish to make from the Tenant either from the deposit or otherwise – and before releasing the deposit we will require written agreement from both Landlord and Tenant as to any deductions to be made from the deposit**).
 - g) Arrange for the Landlord and Tenant to sign the Tenancy Agreement and any relevant notices.
 - h) Receive rent on your behalf, forwarding the balance (less any deductions) to you or to your bank as instructed.
 - i) Collect the deposit (please see Notes 3.3 regarding deposits)
 - j) Liaise between the Tenant and yourself as to renewal or extension of the Tenancy prior to the end of each term.



FEES

Long Lets (6 months and over)

Our fee for the Lettings Only Service is 10 per cent plus V.A.T at 20 per cent (12 per cent including V.A.T at 20 per cent) of the total rent reserved under the terms of the Tenancy Agreement.

Short Lets (under 6 months)

For tenancies of 6 (six) months or less our fee is 16 per cent plus V.A.T at 20 per cent (19.2 per cent including V.A.T. at 20 per cent) of the total rent reserved under the terms of the Tenancy Agreement.

Please note that our Lettings fee applies to extensions or renewals to a Tenancy and applies whether or not the extension or renewal is negotiated or administered by us.

In the event that the name of the Tenant is changed during the Tenancy (including renewal or extension of the Tenancy) our Letting fee will still apply and will be charged accordingly.

Common examples of this situation are:-

- a) The tenancy may have started as a let to a company - and therefore the tenant is a company - subsequently the name of the tenant changes to the name of an employee of the company
- b) The name of the Tenant Company is changed, or the company is taken over by another company.
- c) In the case of joint tenants one or more tenants may change

(All such changes would only be made with the agreement of the Landlord)

For the purpose of calculation of our fees "rent" is defined as any payment to be made by the Tenant for the use of the property, whether expressed as rent, premium or any other form of payment and whether paid directly by the Tenant or obtained by other means such as deduction from the deposit.

Payment of Fees

Our fees are due in advance at the commencement of and for the term of each tenancy, renewal or extension

However, providing that we receive rental on your behalf we can arrange to invoice our fees with the same frequency as rental payments and deduct the amount due to us from your rental income before sending you the balance.

For example if rental is paid monthly, we can collect our fees monthly, or quarterly if rent is paid quarterly.

We reserve the right to deduct fees due to us from rental income collected on your behalf.

IMPORTANT NOTE: Your attention is drawn to the notes in section 3 and to charges not included in our fees.

3. NOTES

3.1 Tenancy Agreements: Unless otherwise instructed - or unless the Tenant wishes to use his own Agreement (as is the case with many corporate Tenants) we shall use our standard Tenancy Agreement. There is a charge of (£150.00 plus VAT at 20 per cent (£180 including V.A.T at 30 per cent) to the Landlord for this. We are not Solicitors and do not accept liability for any problem arising out of the Tenancy Agreement. If you wish to provide your own Tenancy Agreement or make any amendments to ours, please allow sufficient time for the Tenant to approve the Agreement before signature. Our fee to the Landlord for the drawing up of an extension document is £60.00 plus V.A.T. at 20 per cent (£72.00 including V.A.T at 20 per cent).

3.2 Inventories: We consider it vital that an up-to-date and professionally compiled inventory and schedule of condition of the property is used for all Tenancies (even unfurnished lets). Inventory charges are not included in our fees and we shall endeavour to arrange the services of independent inventory clerks unless you advise to the contrary. The cost of the creation of the inventory (and up-date when necessary) is borne by the Landlord and the costs of checking the inventory (at commencement and termination of Tenancy) are usually shared between Landlord and Tenant (e.g. Landlord pays ingoing check, tenant pays outgoing check) – some corporate Tenants however insist upon using their own inventory clerk in addition to the clerk appointed by the Agent/Landlord and in these cases you will be liable for the cost of the clerk appointed by us on your behalf for both ingoing and outgoing checks. Inventory costs depend on the size and contents of the property. In arranging the services of independent inventory clerks we cannot be held liable for any errors or omissions on their part. If you supply your own inventory to us it should be up-to-date and should confirm that furniture and furnishings comply with Fire Regulations. It is advisable to list instruction booklets on the inventory. **GUIDE TO INVENTORY CLERK CHARGES:** Please note that these prices are meant as a guide only, properties vary in size, no. of bathrooms, amount of contents - and some properties may have several reception rooms, utility room, garage, garden, terraces etc. If you require an estimate regarding your particular property please ask. V.A.T is included in the guide price.

TYPE OF PROPERTY	PREPARATION OF INVENTORY	CHECK AT COMMENCEMENT OF TENANCY	CHECK AT TERMINATION OF TENANCY
1 BED	£125	£120	£120
2 BED	£150	£140	£140
3 BED	£175	£160	£160
4 BED	£195	£180	£180
5 BED	£250	£200	£200
6 BED	£275	£225	£225

- 3.3 Deposit:** The deposit we shall collect from the Tenant will be the equivalent of 4 or 6 weeks' rental (unless otherwise agreed, for example some corporate Tenants may request to supply a Letter of Guarantee in lieu of a cash deposit) and will be transferred to The Deposit Protection Service (in the case of an Assured Shorthold Tenancy) or in the case of a company let or a non Assured Shorthold Tenancy - held by us as Stakeholder. Details and Terms and Conditions of the Deposit Protection Service are available on request - or visit WWW.DepositProtection.com.
- 3.4 Consents:** If your property is subject to a mortgage you will almost certainly need permission to let from your Lender. If the property is leasehold you may need permission to let from your Freeholder. You may need a licence to let and if so must obtain the licence (cost to be borne by you). Please note that some Freeholders/their legal representatives take some time to issue Licences and you must apply in good time. There may be restrictive covenants in your lease, which should be brought to the notice of the Tenant either by incorporation into the Tenancy Agreement or by way of providing the Tenant with a copy of the lease. You must also ensure that any letting does not exceed the length of your lease. You should inform insurers of a letting as failure to disclose the fact that the insured property is let may result in any future claim being rendered void. Insurers may need details of the Tenant's occupation. Please note that the Landlord is responsible for obtaining all consents and we cannot accept responsibility for any problems, which may arise due to consents not being sought or granted, nor can we accept any liability for Tenants not being made aware of restrictive covenants in your lease. If required, we will assist in the seeking of consents at a separate charge of £75 plus V.A.T at 20 per cent (£90 including V.A.T at 20 per cent) per consent.
- 3.5 Proof of Ownership:** We shall need proof of ownership before we are able to organise a Letting for you (e.g. permission to let from your Mortgagee or Freeholder).
- 3.6 Insurance:** The Landlord is responsible for the insurance of the building and his own contents (you should ensure that your insurance covers occupier's liability). The Tenant is responsible for the insurance of his own contents.
- 3.7 Stamp Duty:** Stamp Duty on Tenancy Agreements is payable by the Tenant.
- 3.8 Legal Expenses, Court or Tribunal Appearances:** Should it be necessary to take legal action against a Tenant the Landlord is responsible for the instruction of a Solicitor and the costs involved. Applications to the Rent Assessment Committee or appearances before any other court or Tribunal will be by special arrangement only and will be subject to an additional fee of £50 per hour plus V.A.T at 20 per cent (£60 per hour including V.A.T at 20 per cent)
- 3.9 Safety Regulations:** As a Landlord you are obliged to comply with: -
The Furniture and Furnishings (Fire) (Safety) Regulations 1993
The Gas Safety (Installation and Use) Regulations 1994/1996
Electrical Equipment (Safety) Regulations 1994

Upon signing these terms and conditions of business you agree to comply with the above regulations and indemnify us against any costs or liabilities incurred by us or imposed against us as a result of your non compliance with the regulations. We will require a current Landlord's Gas Safety Certificate before we let your property. If the Gas Safety Certificate expires during a Tenancy you must supply us with a copy of the new certificate within 14 days. If we are not supplied with a valid gas certificate as provided for above, we reserve the right to obtain a certificate on your behalf, at your cost, to charge an administration fee for our time and to deduct these costs from rental income received on your behalf – should there be insufficient rental income to meet these costs you hereby agree to pay the costs upon demand. We accept no liability for any problems arising from the lack of a valid gas safety certificate for your property.
WE STRONGLY ADVISE THAT YOU FIT A CARBON MONOXIDE DETECTOR AT YOUR PROPERTY

The Landlord and Tenant Act 1985 (Section 11) Under this Act the Landlord is obliged to keep in repair the structure and exterior (including drains gutters and external pipes) of the property and keep in repair and "proper working order" all the installations for the supply of gas, electricity and water, the sanitary installations and any installations for the heating of space or water.

- 3.10 Tax on Rental Income:** Where a Landlord is resident outside the UK for tax purposes (and we are collecting rental on his behalf) unless we hold an exemption certificate (issued to us by the Inland Revenue) in respect of the Landlord we must deduct from rental income the tax due and pay this to the Revenue on a quarterly basis. To obtain an exemption certificate the Landlord must complete an application to the Revenue (we can supply the application form) for permission to receive rental without tax deducted. Where a property is jointly owned each Landlord must complete an application. In the event that we are obliged to make payments of tax to the Inland Revenue we cannot accept responsibility for judging allowances to be taken into consideration before calculation of tax due and we accept no liability for under or over payments.
- 3.11 Other Agents:** Unless instructed to the contrary we reserve the right to offer the property to other agents for the purpose of introduction of a tenant (this will not involve any additional costs to yourself as we will share our fee with the other agent should a Tenant be found by this means).
- 3.12 Advertising:** Our Advertising may include promoting your property by use of a "To Let" board, advertising in magazines, on the internet and in the window of our premises. Unless we are instructed to the contrary we shall assume that you have no objection to these methods of promoting your property. After letting your property and with your permission we will place a "let agreed" sign at the property for a reasonable time and within the rules applying to boards.
- 3.13 Interest on Clients' Funds:** The calculation of interest due on individual funds held in the Client Account is complex and time consuming and in order to calculate interest due to each client we would need to levy an administration charge which may, in some cases, amount to more than the interest due. We do not therefore attempt to credit interest to Landlords on any funds held in the Client Account. Unless you advise us in writing to the contrary we shall assume that you are in agreement with this policy.
- 3.14 Landlord and Tenant Act 1987 Section 47/48:** You must provide to the Tenant an address in England or Wales where he can serve Notices (including Notices in proceedings) upon you. The name of the Landlord and an address in England or Wales must also be included on any rent demand. If we are preparing the Tenancy Agreement for you and/or demanding rental on your behalf please supply an address for this purpose.
- 3.15 References:** We reserve the right to use a "one-stop" Tenant Vetting Service. If a company search is required the Landlord is responsible for the cost of the search.
- 3.16 Utilities/Council Tax:** We will endeavour to close your accounts for gas, electricity, water rates, and the telephone (if applicable) prior to the Tenancy and if necessary transfer these accounts (with the exception of the telephone) back to your name between tenancies. Please note that we will need the name of your supplier and the account number. We cannot be held responsible for any errors on the part of the suppliers of these services. Some suppliers require instructions from the Tenant before opening an account in his name and we advise the Tenant as such. We will advise the relevant Council Tax Department of the change in occupier at the commencement and end of each Tenancy however we cannot be held responsible for any errors on their part. In the event that it is necessary for us to wait at a property for connection of services we shall charge for our time at the rate of £50 per hour plus V.A.T at 20 per cent (£60 per hour including V.A.T at 20 per cent)
- 3.17 Rental payments:** We endeavour to forward rental payments (less deductions) to you as soon as possible after receipt of cleared funds. Please note that we do request that tenants pay rental to us by Banker's standing order however where a Tenant pays rental by cheque we must allow at least 10 days for clearance. We shall forward payments due to you by cheque or bank transfer (as instructed). A statement will be sent to you when rental is remitted.

- 3.18 Keys:** We shall require sufficient sets of keys to enable us to issue one set to each tenant/occupier. Where it is necessary to obtain additional copies of keys we shall do so and charge you accordingly. If you have lost or misplaced any keys to the property we recommend that the lock be changed prior to a new tenant taking occupation.
- 3.19 Deductions from Rental:** We will deduct payments due on your behalf (including payment of our fees) from rental received on your behalf, however if there is insufficient rental/working fund held on your behalf to cover forthcoming payments you will be required to transfer funds to us on demand.
- 3.20 Preparation of Property for Letting/Furnishing Service:** If the property has not been let before, or not let via ourselves before, we can assist in preparing the property for letting. This service is subject to an additional fee – please ask for an estimate.
- 3.21 Instructions to Suppliers/Contractors:** Whilst care is taken in the instruction of suppliers, tradesmen, contractors, inventory clerks, cleaners and any other parties we may, in the course of business, employ on your behalf, we are unable to accept liability for any errors or omissions on their part or for any loss or damage suffered as a result of their actions.
- 3.22 General:** The rent we quote to Tenants on your behalf should be inclusive of all outgoings, which are your responsibility (e.g. ground rent, service charges). If you are in doubt please check with us before we quote rent. We have no obligation to you at any time where our fees remain outstanding. All references to the masculine gender include the feminine and to the singular include the plural.
- 3.23 Energy Performance Certificate:** Prior to marketing your property we will need to be in possession of an **Energy Performance Certificate for the property - if you do not have this certificate please arrange to have one produced.**
- 3.24 Smoke Alarms/Carbon Monoxide Detector**
You will need to install a smoke alarm on every habitable floor of the property (including mezzanine floors). The alarms must be tested and confirmed as working on the first day of any new tenancy. The law requires you to install a Carbon Monoxide detector in rooms where there is solid fuel heating - however we strongly advise you to install a detector at your property whatever the heating arrangements.
- 3.25 Right to Cancel -** If you are a consumer client and this contract was not agreed within one of our branches you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to Harpers and Harrison, 53 Abingdon Road, London W8 6AN or emailing us at rentals@harpersandharrison.co.uk To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. We are not legally permitted to market your property until the cancellation period has expired, unless you provide us with specific written permission to do so. (Please note that If you do request that we begin immediate marketing of your property during the cancellation period and you then exercise your right to cancel, if we have introduced a Tenant to the property who subsequently rents the property from you this contract will be deemed to have been fully performed and the agreed agency fee will be due) Please sign, date and indicate below how you would like us to proceed.



Begin immediate marketing of the property / Do not begin immediate marketing of the property
(Please delete as appropriate)

Signed

Dated

ACCEPTANCE OF TERMS AND CONDITIONS OF BUSINESS

Property to be let:-

Declaration:

I/we confirm that I/we have read and understood the foregoing terms and conditions of business and instruct **HARPERS AND HARRISON** to provide the **Lettings only** in respect of the above property. I/we confirm that I/we am/are the sole owner/s of the above property and have obtained all necessary consents to let the property.

I/we confirm that I/we am/are:

- a) Resident in the UK for tax purposes. Should I/we become non-resident in the UK for tax purposes **HARPERS AND HARRISON** is collecting rental on my/our behalf, I/we will immediately inform **HARPERS AND HARRISON**
- b) Non-resident in the UK for tax purposes

Please delete a) or b) as applicable and initial

I/We agree to indemnify **HARPERS AND HARRISON** against any costs, expenses or liabilities incurred or imposed against them provided that they were incurred on my/our behalf in pursuit of their normal duties.

Signed:.....

Print **Name:**

Dated:

Please provide all relevant contact details below



Address

Telephone: Home
Other

Business

Fax

Email

PLEASE LET US KNOW IF THERE IS ANYTHING IN PARTICULAR WE SHOULD KNOW ABOUT YOUR PROPERTY BEFORE WE COMMENCE MARKETING

Information regarding the Property.

Please advise us of any information that would be important to us and to a prospective tenant. Examples of this type of information include:-

Major building works to commence on an adjacent/nearby property.

Pets allowed/not allowed at the property.

Licence to let is required (e.g. from a Freeholder or Managing Agent).