

**This Agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord.**

**Please read this 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 & return it to us**

**INTERPRETATION**

"Us", "We" and "Our" means Lords Associates of London or trading names. The "Agent" or "Agents" means us. "You" means the Landlord (or the person who owns the freehold or the long leasehold of the property). The "Owner", "The Landlord" or "The Landlords" means you, as by signing this agreement you warrant that you have a proprietary interest in the Property. "The Property" means the property or premises that is subject to these Terms of Business.

**PRIOR TO LETTING**

You must ensure that the Premises are fit to be let. Appliances should comply with the safety regulations detailed in this Agreement.

Your property must comply with the following:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 1994
- Building Regulations (Smoke Alarm) 1991
- The Energy Performance of Buildings Regulations 2007
- Any other provisions that are the statutory responsibility of the Landlord or are otherwise safety provisions.

Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) order 2007 from 1 October 2008 it is a legal requirement to provide an prospective applicant for a tenancy of your property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector. Failure to supply one is a criminal offence punishable by a fine. We must provide any prospective applicant with an EPC when we provide them with written details of your property or when they first view it, whichever occurs first. If you already have an EPC you should supply us with a copy. Otherwise it will be necessary to produce one. If you wish you can source one yourself or alternatively we can instruct an inspector on your behalf to provide an EPC. We will charge £105.00 for this service which includes the fee for the Domestic Energy Inspector. Please note that we will be unable to market your property until we have an EPC.

By law all machines, gas appliances and electrical goods should be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. Properties should be thoroughly cleaned and gardens, if applicable, should be in good seasonal condition.

**CONSENT FOR LETTING**

We will assume that:

- Any intended letting is permitted by the terms of your lease and permission has been granted by the Head Landlord to sublet.
- If the property to be let is subject to a mortgage, permission is obtained from the mortgagee
- Authority is obtained from joint owner(s) who must be named on the tenancy agreement
- Insurers have been notified of the intention to let as failure to do so may mean rejection of a future claim
- If the property to be let is a licensable HMO (House of Multiple Occupation), the necessary license has been obtained from the council or has been applied for. Failure to do so could result in a penalty charge from your local council of up to £20,000, and termination of this contract and the tenancy agreement.

**INSURANCE**

It is essential that the Premises and contents included in the Check-in Inventory are adequately insured and that your insurers are aware that the Premises is 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.

**MARKETING**

We will market your Premises to inform prospective tenants of the availability of your Premises by erecting a To-Let board at the Premises and by advertising. Please notify us in writing if you have previously agreed not to erect a To-Let board with the Superior Landlord or other interested party.

## REFERENCES

When a suitable tenant shows an interest in your Premises, we will:

- Take a holding deposit from them to confirm their interest;
- Take up references upon each applicant whenever possible. Wherever possible we will do a full guarantor reference on student accommodation.
- For all other forms of rental accommodation we will do a basic credit check at no cost, Should you require further checks this will be done at a cost.

## INVENTORIES

An Inventory and Schedule of Condition carried out by an inventory clerk is essential for the proper management of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising in respect of the security Deposit ("Deposit").

## RENT & DEPOSIT COLLECTION

We will collect the Deposit and initial rental payment from the Tenant. We will then arrange for a standing order to be set up direct from the Tenant to us for future rent payments unless otherwise agreed. Payment of rent will be made on the 15<sup>th</sup> of each month to the landlord. Statements will be sent upon request.

## SECURITY DEPOSIT

Lords Associates of London are a member of the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Solutions Limited  
3<sup>rd</sup> Floor  
Kingmaker House  
Station Road  
New Barnet  
EN5 1NZ

Phone: 08717 030552  
Email: info@mydeposits.co.uk  
Fax: 08456 343403

If we are instructed by you to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme for a fee of £100.00 per tenancy agreement.

If you decided to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered.

If you fail to comply the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

We will hold the tenancy deposit as Stakeholder.

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.
- 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 below) be submitted to the ICE (Independent Case Examiner of Tenancy Deposit Solutions Ltd) for adjudication. All parties agree to co-operate with any adjudication.
- When the amount in dispute is over £5,000 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 Tenancy Deposit Solutions 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(s) to take legal action against the other party remain unaffected.
- 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 Tenancy Deposit Solutions Ltd 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 I/we want to contest it. Failure to do so will not delay the adjudication but the Tenancy Deposit Solutions Ltd 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.

### THE PROPERTY OMBUDSMAN LIMITED

Lords Associates of London is a member of The Property Ombudsman. This membership provides landlords and tenants with an assurance that they will receive the highest level of customer service.



### MAINTENANCE (MANAGEMENT SERVICE ONLY)

If you opt for the Management service, by signing and returning this Agreement you will authorise us to organise and where necessary supervise minor repairs / routine works to comply with the above, up to a value of £100.00.

If repairs or replacements are likely to exceed £100.00 we will, except in situations we view as emergencies, endeavour to contact you wherever practical to obtain your specific written authorisation to incur that expense. We will endeavour to supply you with an estimate before instructing contractors to undertake the work. In the event that we do not receive contrary instructions from you in writing within four working days we will proceed with your full authority to act as we deem appropriate having regard to your contractual and statutory obligations.

### INSPECTIONS

Landlords are advised to carry out regular inspections, as you know your property best. We are happy to arrange and accompany you at your request.

We may elect to carry out non-expert investigations of alleged disrepair that come to our attention as a result of inspections or via the Tenant or a third party.

It should be appreciated that any such inspection can only extend to obvious visual defects and will not amount in any way to an expert investigation or structural survey of the Premises. We cannot accept responsibility for hidden or latent defects. If, in our opinion, the occupants are not taking proper care of the Premises we will inform them.

### WAITING AT PROPERTIES

We will try to arrange a mutually convenient time for contractors attending the Premises to undertake work on your behalf to meet the Tenant at the Premises. Where this is not possible we may be able to arrange to meet the contractor at the Premises on your behalf. We will charge a waiting time at the Premises at the rate of £35.00 per hour.

### SERVICE OF NOTICE

Unless the Tenant voluntarily surrenders possession of the Premises it will be necessary to serve the Tenant with a valid notice to quit. The precise form of notice, length of notice and expiry date depends upon what type of tenancy has been granted. We will inform you how much notice you need to give when we forward the Tenancy Agreement to you. We recommend that you seek our advice before serving notice. We cannot be held responsible for any delay in regaining possession if you fail to give us sufficient written notice of your instruction to serve the Tenant with a notice to quit. On rare occasions a Tenant will fail to comply with a notice to quit and you will need to commence County Court proceedings to obtain a possession order.

### TERMINATION OF MANAGEMENT AND RENT COLLECTION

You may withdraw your instructions to us to manage the Premises upon giving us three months written notice. In the event that the Premises are handed over to you with the Tenants still in residence our charges will continue to be payable as if we were then instructed on a Letting only basis.

We may withdraw from your instructions to us immediately if you breach any of the Terms contained in this Agreement or in the event that you do or do not do something which makes it impossible, impracticable or illegal to continue providing these services. In all other circumstances we will give you three months written notice before terminating this agreement.

## **COMMISSIONS**

The following commissions are payable by the Landlord to us following the introduction of a Tenant who enters into a Tenancy either directly, indirectly or via an introduction from an existing Tenant found by us for so long the Tenant remains in possession.

### **Letting Only Service**

Our commission is calculated at 10% of the Gross Rent Payable throughout the term. Payment is due in full at the start of the Tenancy.

If the Tenant (s) wish to renew the Tenancy for an additional period after the initial term has expired whether or not negotiated by Lords Associates of London, then a renewal fee of 10% of the gross rent for the length of the additional period will be payable by the Landlord.

### **Rent Collection Service**

Our commission is calculated at 12.5% of the Gross Rent Payable throughout the term **on a monthly basis.**

### **Management Service**

Our commission is calculated at 15% of the Gross Rent Payable throughout the term **on a monthly basis.**

## **FEE PAYMENT OPTIONS**

### **Advance Fee**

A percentage of the total amount of rental due under the tenancy (to include any premium) to be paid in full before the start of the tenancy. We will deduct our fee from the first rental payment where possible. If the fee exceeds this amount, the balance must be paid before the start of the tenancy. In the event that the whole of our fee is not paid before the start of the tenancy, we will reserve the right to deduct the outstanding amount from the next rental payment (s).

Should you or your tenant use any release clause in the agreement to terminate the tenancy and we are able to secure a new tenancy covering the remaining period, our commission for the second letting will be as above, and we will credit your account for the period of overlap with the original fee. You will therefore not pay twice for the same period.

### **Instalments Fee**

This option is only available on our Rent Collection service. A percentage of the total amount of rental due under the tenancy (to include any premium) to be deducted in line with the rental instalments from rental payments received.

Should either you or your tenant use any release clause in the agreement to terminate the tenancy before the end of the agreed term, our fee will be payable up to and including the last contractually due rental payment. If for any reason your tenant makes alternative arrangements to pay you directly, our fees will be payable in advance in line with the provisions of our 'Advance Fee' option listed above.

### **Management Fees**

A percentage of the total amount of the rental due under the tenancy (to include any premium) to be deducted in line with the rental instalments from rental payments received.

### **Agreed Rent Rates**

Where a landlord ops for an agreed rent in hand, the commission is based on the amount of rent achieved over the agreed rate.

The level of service is based on the landlord's preference.

## **TAXATION**

As Landlord you will be liable for tax on rental income 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 rental income. You should seek professional advice from an accountant on these allowances.

The Inland Revenue has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax exemption number from the Inland Revenue. **If you are a Landlord who is resident overseas, we are legally obliged to deduct tax from your rental income at the prevailing rate in the absence of written exemption.**

## **SAFETY REGULATIONS**

### **THE FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 & THE FURNITURE & FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993**

Since 1<sup>st</sup> March 1993 it has been a criminal offence, punishable by a fine and/ or a prison term, to let Premises with furniture or soft furnishings which cannot be proven to comply with the above fire safety regulations. By signing this Agreement you authorise us to arrange removal of any item that does not have a fire regulation label attached to it, you will be responsible for any charges incurred.

### **ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**

You are responsible for ensuring that all electrical installations and appliances within the Premises comply with the above Regulations.

In accordance with the above regulations, you must ensure that all electrical equipment is safe. We can arrange for an electrical safety check to be carried out at your request.

### **GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998**

Since 31<sup>st</sup> October 1994 it has been a criminal offence to let Premises with gas appliances (including but not limited to gas boilers, fires, heaters, and gas water heaters) that have not been checked by a CORGI Registered Engineer.

You will need to provide us a copy of a Gas Safety Certificate (GSC) carried out no more than 12 months previously. If this GSC is not sent to us when you return this Agreement you authorise us to arrange for a Gas Safety check on your behalf. The charge for carrying out a gas safety inspection is £95.00. The GSC will need to be renewed at 12 monthly intervals. It is your responsibility to ensure that a safety check is carried out annually.

We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy.

**No tenancy can commence until we are in receipt of a valid Gas Safety Certificate.**

## **RENT ARREARS/BREACHES 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.

## **INDEMNITY OF AGENT**

You will keep us reimbursed in respect of any claim damage or liability whether criminal or civil suffered from and during the time that we were acting on your behalf. 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 fulfil your contractual and statutory obligations as Landlord.

## **MAIL**

It is not part of our service to forward the Landlord's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected via the Post Office.

## **INTEREST ON CLIENTS MONIES**

Any interest accrued on clients' money that we hold will be retained by ourselves to cover bank and administration charges.

## **INSTRUCTION OF AGENT**

By signing and returning these Terms & Conditions you irrevocably instruct us to act on your behalf as your Agent with your full authority to sign or execute, on your behalf, all documents necessary to carry out the effective management of your Premises.

## **WITHDRAWAL FROM AGREED OFFER**

If a formal offer has been made to a prospective Tenant when we receive your notification it will not be possible to withdraw the offer if it has been accepted (even if that acceptance has not yet been communicated to us). If an Applicant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by them.

**In the event of instructing us to proceed with the proposed tenancy and subsequently withdrawing such instructions for reasons other than acceptable references have been unobtainable, you agree to meet the costs of the expenses incurred in the sum of £600.00.**

**PROPER LAW AND JURISDICTION**

These Terms & Conditions shall be governed by and construed in accordance with the law of England & Wales.

**DECLARATION**

By signing and returning this document you warrant that all the information provided to the Agent is correct to the best of your knowledge and belief. In the event that you provide us with incorrect information which makes us suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.

**LORDS ASSOCIATES OF LONDON CANNOT RELEASE MONIES  
DUE TO LANDLORDS UNTIL WE ARE  
IN RECEIPT OF THIS COMPLETED AGREEMENT**

I/We confirm we have read pages 1 –7 and accept the terms and conditions. I/We instruct Lords Associates of London to act on my behalf/ our behalf for the purpose of:

- Letting of my/ our Premises 10%
- Rent Collection for my/our premises 12.5%
- Management of my/our premises 15%
- Landlord to receive £ [  ] in hand per calendar month

Lords Associates will achieve a higher rent in order to earn commission.  
Any rent achieved over the agreed amount with the landlord is considered as commission.

I/We acknowledge my/our obligations pursuant to the Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1993, The Gas Safety (Installation and Use) Regulations 1994 & the Electrical Equipment (Safety) Regulations 1994, The Energy Performance of Buildings Regulations 2007 and I/We accept and confirm that I/We have full responsibility to ensure that I/We comply fully with their requirements before and during the letting of the Premises. I/We the undersigned declare that I/We are the sole/joint legal owners of the Premises. I/We confirm that I/We will be resident in the UK for the duration of this tenancy. Subject to VAT unless otherwise stated.

**Will you be protecting the security deposit? (Please circle)**      Yes                      No

If yes, please state the scheme name: \_\_\_\_\_

We will charge £100.00 to protect a deposit initially and £100.00 for each renewal. If you will be protecting the deposit yourself, we will require a copy of the certificate. **Protecting the deposit is a legal requirement.**

**Utilities (please circle):**

**Gas:**                      British Gas                      EDF                      Npower                      Southern Electric

Other: \_\_\_\_\_

**Electricity:**                      British Gas                      EDF                      Npower                      Southern Electric

Other: \_\_\_\_\_

**Water:** \_\_\_\_\_

**Council:** \_\_\_\_\_

Address of Premises to Let

\_\_\_\_\_

1. Signed: \_\_\_\_\_

Print: \_\_\_\_\_

2. Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Correspondence Address of Landlord

\_\_\_\_\_

Contact Details: Mobile: \_\_\_\_\_

Home: \_\_\_\_\_

Email Address: \_\_\_\_\_

Landlord Bank Details for rental payments

Bank Name: \_\_\_\_\_

Sort Code: \_\_\_\_\_

A/c Name: \_\_\_\_\_

A/c Number: \_\_\_\_\_

SAMPLE