




samuel estates

YOUR PROPERTY • OUR BUSINESS

Lettings & Property Management

Terms and Conditions



INTRODUCTION

You have chosen to appoint Samuel Estates (UK) Ltd [Registered Office; 30 Watermill Way, London SW19 2RT and Company reg no: 05954780], trading as Samuel Estates as your agents in connection with the Services in respect of the Property referred to on the first page of this agreement and, therefore, you need to read and understand our Terms and Conditions of Business which will form a contract between you and Samuel Estates (UK) Ltd. In these Terms of Business various words, contain specific meanings and these definitions are set out below.

In return for our Letting and Management Services, you will pay us a fee which will be based on the Commission rates set out in Schedule 1 together with all disbursements and expenses we incur in performing our obligations to you.

Our minimum Term is agreed in the Confirmation of Landlord Instruction. You cannot terminate our management service before expiry of the minimum Term.

Where you sell the Property with the Tenant or Occupant in occupation, the fees due to us continue to be payable by you unless the new owner of the Property agrees to be responsible for our fees in writing and we confirm in writing that you are released from this ongoing obligation.

You should particularly note that the fees for Letting and Renewals remain due and payable in relation to any extension, renewal or continuation of the Tenancy Agreement whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title remain in the Property. Our Commission is payable whether or not we are the effective cause of the transaction.

Fee Adjustments

Samuel Estates reserves the right to adjust its fees with a minimum of 1 months' notice to the Client. Any changes to the fees will be communicated in writing and will take effect at the end of the notice period. If the Client does not agree to the new fees, they have the option to terminate the agreement in accordance with the termination provisions outlined in this contract.

Therefore, please read our Terms of Business thoroughly before signing. The above paragraphs form part of the Contract between us.

DEFINITIONS

In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" "we" or "us" means the Agent trading from the Registered Office Address as described in the Summary Schedule or any office of Samuel Estates (UK) Ltd.
- c. "Agreement" means these Terms of Business signed between the Agent and the Landlord
- d. "Commission" means the monies you agree to pay us in consideration of the performance of our obligations under this agreement in the amounts set out in clause 1.4 of Schedule 1
- e. "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.
- f. "ICE" means the Independent Case Examiner of the Tenancy Deposit Scheme.
- g. "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 Property.
- h. "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.
- i. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Property, whether freehold or leasehold or commonhold entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Property.
- j. "Lettings Services" means the services set out in Schedules 2 and 3 "Management Services" means the services set out in Schedules 2, 3 and 4.
- k. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Property whether or not it constitutes a Tenancy Agreement.
- l. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Property under a Tenancy, License or any other form of Agreement or contract.
- m. "Property" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Property Address set out in the Summary Schedule above. When the Property is part of a larger building the Property includes the use of common access ways and facilities.
- n. "Renewal" means any renewal or extension of a tenancy whether by written supplemental agreement or new Tenancy Agreement or holding over under the Terms of the previous Tenancy Agreement where the same Tenant has been introduced by Samuel Estates (UK) Ltd initially.
- o. "Services" means the services we have agreed to provide to you (either Lettings Services or Management Services) as set out on the first page of this agreement
- p. "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.
- q. "Sole Agency Period" means the Fixed Sole Agency Period plus any Continuing Sole Agency Period.

Signed:

Date:

- r. 'Substitution' is used as a means of removing and/or replacing an individual from a tenancy. This process is commonly used in rental properties where a number of individuals are "sharing" the Property and are joint and severally liable for the tenancy. The substitution process is used to remove legal liability from the leaving individual and placing said liability on the remaining Tenants and the incoming individual. The legal document you all will be asked to sign is called a Deed of Assignment. For clarification, a Deed of Assignment is a legal document that assigns the rights and obligations of the "old Tenants" to the "new Tenants" and releases the individual vacating the tenancy of his or her rights and obligations. This covers the assignment of the deposit and liabilities as set out in the original contract.
- s. "Superior Landlord" means the person company or organisation to which ownership of the Property reverts at the end of the lease.
- t. "TDS" means the Tenancy Deposit Scheme as noted in Tenancy Agreement.
- u. "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- v. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement as set out in 'Confirmation of Landlord Instruction' section and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- w. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.

GENERAL

1. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

2. 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 on us will be Our registered address (which is currently 30 Watermill Way, London, SW19 2RT) or any address we notify you of in writing.

3. Service Information

We trade as a Limited company registered at Companies House Reg. No. 5954780. Our VAT number is 883 8287 67.

We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and subscribe to their Code of Practice for Residential letting Agents. Our registration number is: D01510.

We are members of the Association of Residential Lettings Agents and subscribe to the code of conduct of that organisation.

4. 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 other than through our negligence, omission or failure. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

5. Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct. 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. Landlord and Tenant Act 1987

If your address is outside England and Wales, then We must provide the Tenant with an address within England and Wales to which notices (including notices in proceedings), may be served to you. Unless otherwise instructed, if your address is outside England and Wales, we will use our address for this purpose during such period as we manage the Property. Although we will use our best endeavours to forward any notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

Signed:

Date:

7. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

If any provision or part provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Assignment

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

You may not assign your rights or obligations under this Agreement.

9. General Data Protection Regulations (GDPR)

In order to comply with the GDPR to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it in connection with the provision of Services under this Agreement, if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required 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.

10. Interest on Clients' Monies and Commission

Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any Commission earned by us from third parties while acting on your behalf will be retained to cover costs.

11. Money Laundering Regulations 2007

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of photographic identity and one proof of residency dated within the last 3 months, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. Printouts of online bank statements or utility bills are not acceptable of identity under the regulations.

List A: Proof of Identity List

- 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

Should we in the course of our instructions receive information which gives rise to suspicions of Money Laundering (this includes deliberate non-declaration of income to HMRC) or unlawful activity we may be required under the Proceeds of Crime Act 2002, and related regulations, to make a report to SOCA (the Serious Organised Crime Agency) who may then refer it on to the Police.

Please note that we will not be able to proceed with our Services to you, unless we are in receipt of the documents listed above.

12. Limitation of liability

- Nothing in this clause shall limit or exclude our liability for;
- Death or personal injury caused by our negligence or the negligence of our employees, agents of subcontractors;
- Fraud or fraudulent misrepresentation;

Subject to the above, we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and our total liability to you in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence) breach of statutory duty or otherwise, shall in no circumstances exceed £1,000,000.

Signed:

Date:

13. Notice of Right to Cancel this Contract

If you are a private individual dealing outside your business and instructions were received by Us other than by a face to face meeting (i.e. by letter, telephone or email) or during a visit to your home or place of work, you have the right to cancel this contract without any cost to you within fourteen (14) working days of instructing Us to act for you. For further details see Schedule 10 for Notice of Right to Cancel.

12. Variations

Any variations of these Terms need to be noted in the Additional Notes section on Page 21 of this contract and signed off by a Director of Samuel Estates (UK) Ltd.

SCHEDULE 1: FEES, COMMISSION SUMMARY AND LANDLORD OBLIGATIONS

The Landlord should read the Terms of Business carefully and in particular this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

Sole Agency

By appointing us, you agree that we shall have sole agency to market the Property for a period of one calendar month from the date this contract is signed (Fixed Sole Agency Period). The sole agency can be terminated at the end of this fixed one month period by giving us at least two weeks prior written notice. If you do not terminate the Sole Agency it will continue until we receive your written instructions ("Continuing Sole Agency Period").

1.2 Commission

You are responsible for paying our Commission when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of:

- A viewing conducted by us
- Sight of any marketing or advertising material produced by us or by our instructions;
- By way of an introduction from an existing Occupier for which we have previously charged a Commission; or
- Through the work of yourself or any other agent where this occurs during our period of sole agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy Agreement whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Property.

You should note that this may involve you paying Commission to two agents if you instruct another agent to find an Occupier for your Property during the Sole Agency Period.

By signing this Agreement, gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any Property owned by the Landlord where we are or were acting on the Landlord's behalf.

1.3 Commissions Due

Our Commission payment will become due at the agreed start date of the Occupancy Agreement or Tenancy Agreement, whichever is earlier. We will invoice you accordingly and deduct payment from the rent paid by the Occupier of the Property until our Commission and any and all other fees and disbursements due under this Agreement have been paid.

Should the Tenant fail to make any agreed payments of rent under the Occupancy Agreement or Tenancy Agreement our Commission, Fees and Disbursements will still be payable by you, and we will invoice you accordingly.

1.4 Rates of Commission

The Commission payable in respect of the Services is as follows:

1.4.1 Lettings Service:

If we are instructed to collect the rent for the Property then you will have to pay us at a rate of 12% + VAT of the gross Rent, premium or other money payable throughout the initial Term. (For example our fee for letting a Property for £1,000 per calendar month would be 14.4 % inclusive of VAT = £144.00 inclusive of VAT payable per month for the duration of the Term).

The Lettings Renewal Commission fee is charged as a percentage of the total rental value of the agreed term of the renewal, extension, hold-over or new agreement, or where the Tenant extends without written agreement or continues on a periodic basis and/or holds-over indefinitely, Commission will be applied for the same period of the initial tenancy term or 1 year (whichever is lower).

Signed:

Date:

If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Lettings Service Commission percentage throughout the initial Term and any continuation, extension or renewal of it whether fixed term or periodic whether or not we are instructed to act on your behalf at the Lettings Renewal Commission percentage.

1.4.2 Management Service:

If we are instructed to manage the Property our Commission is calculated at a rate of 15% + VAT of the gross Rent payable throughout the initial term of the Tenancy. Payment is charged and due monthly. (For example our fee for Managing a Property with a rental of £1,000 per calendar month would be 18 % inclusive of VAT = £180 inclusive of VAT payable per month for the duration of the of the initial term of the tenancy). Please note that our minimum fee for our management service will be £75 + Vat or £90 Inclusive of VAT per month.

1.5 Refund of Commission

We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date if this occurs due to any of the following:

- the Landlord exercising any contractual break clause in the Tenancy Agreement or Occupancy Agreement;
- an agreed surrender of the Tenancy Agreement or Occupancy Agreement;
- repudiation of the Agreement or Occupancy Agreement,;
- rescission of the Agreement or Occupancy Agreement,;
- frustration or forfeiture of the Agreement or Occupancy Agreement, by agreement or through any Court proceedings; or
- if your interest in the Property is assigned to another party.

If the Tenant opts to use any contractual break clause in the Tenancy Agreement or Occupancy Agreement, we will offer to apply a credit on your account in respect of the Commission payable for the remaining term of the Tenancy Agreement or Occupancy Agreement for any future service you may instruct us to carry out but will not refund the Commission.

1.6 Tenancy Agreements

You will need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. We have consulted with solicitors who are specialists in this field and we can provide you with a comprehensive Tenancy Agreement at the cost of **£199 inclusive of VAT**.

If you do not supply a Tenancy Agreement within 10 working days prior to the agreed tenancy start date, we will supply one at your cost as per clause 1.7 of this Schedule 1. The term of your tenancy can be up to a maximum of 3 years however, our standard term for a long-term tenancy is 24 months. Generally, if the prospective Tenant is an individual and the net rent is less than £100,000 per year we will use an Assured Shorthold Tenancy Agreement.

If you wish to use an agreement drafted by your own solicitor, please supply us with a draft no later than 10 working days before the tenancy is due to commence.

Common Law Agreement - If the net rent payable is £100,000 or more per year or at a proportionate level for a shorter tenancy, the Tenancy Agreement cannot be an Assured Shorthold. You will need to use a Common Law Agreement. Although this is not governed by the Housing Act 1988 it is nevertheless subject to other statutory regulation (e.g. Protection from Eviction Act 1977) which means you must obtain a possession order from the County Court before a Tenant can be evicted. You should take legal advice.

Company Lets - Generally speaking these involve more pre-contractual negotiation however for registered companies, the Tenancy Agreement used is a Common Law Agreement. There are no rent restrictions.

1.7 Tenancy Deposit Protection Registration

The Housing Act 2004 introduced a statutory Tenancy Deposit Scheme which has two main objectives of safeguarding tenancy deposits paid in connection with Assured Shorthold Tenancies; and to facilitate the resolution of disputes arising in connection with deposits. The legislation means that any monies taken by an agent or a Landlord will have to be held in either an insurance based, or custodial based Government approved scheme. This must be done within 30 days of receipt of monies. If you would like Samuel Estates to arrange this on your behalf, this can be done at the cost of **£60.00 inclusive of VAT**.

1.8 Independent 3rd Party Referencing & Credit Checks

Upon written request and at an additional cost of **£90.00 inclusive of VAT** per applicant, Samuel Estates will engage the services of an Independent Referencing Agency, who will obtain a credit reference report checking the financial standing of the applicant, including income and credit rating, contact the previous Landlord (if appropriate) and contact the personal referee if applicable.

If the applicant passes the referencing procedure the references will be forwarded to you for approval. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable or be guaranteeing the tenancy in any way.

1.9 Right to Rent

The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its Terms. We

Signed:

Date:

will check this information on your behalf at the start of the Tenancy but if we do not manage the Premises it will be the responsibility of the Landlord to ensure that the work permit or visa are renewed and checks carried out prior to the due date. It will also be the legal responsibility of the Landlord to check any new person forming the Tenant or any additional Occupier over the age of eighteen years. Failure to do so could result in a penalty. We have no liability if the Landlord fails to do so.

1.10 Inventory and Schedule of Conditions

Samuel Estates highly recommend that Landlords have an independent 3rd party inventory company compile and carry out a detailed inventory of the Property prior to the start of every tenancy and at the end of the tenancy. Charges made by the inventory company will be based upon the time taken to prepare the Inventory and Schedule of Condition and the time taken to check the Tenant into and out of the Property.

Number of Bedrooms VAT Included:

| | Compilation | Check In & Out |
|--------------------|-------------|----------------|
| Studio & 1 Bedroom | £180 | £160 |
| 2 Bedroom | £216 | £190 |
| 3 Bedroom | £264 | £220 |
| 4 Bedroom | £288 | £250 |
| 5+ Bedroom | £300 | £280 |

1.11 Professional Cleaning

Samuel Estates (UK) Ltd can arrange for your Property to be professionally cleaned before your Tenant takes occupation of the Property. We use an independent Cleaning company to provide this service. Please contact us for details and costs.

1.12 Gas Safe Certificates

A Landlord is legally obligated to have all gas appliances inspected annually by a Gas Safe qualified engineer. You are required to provide a copy of the Gas Safe Certificate to the Tenant at the commencement of the Tenancy and annually thereafter. If you would like us to arrange the GSC on your behalf please let us know, we can arrange this for **£114.00 inclusive of VAT**. If you do not supply a valid Gas Safe Certificate within 5 working days prior to the tenancy start date, we will arrange one to be carried out and this will be charged to your account.

Whilst it is not required by law to carry out an annual service, it is often advised by the manufacturer and may invalidate any warranty that is in place if not carried out. By inspecting the unit regularly, it minimises the risk of break downs and helps lengthen the lifespan of your boiler. If you would like us to arrange the boiler service in conjunction with your annual gas Safety, please let us know; the cost will be **£150.00 inclusive of VAT**.

1.13 Electrical Equipment (Safety) Regulations (2016)

Under the Electrical Equipment Regulations any portable electrical appliances (e.g. but not limited to refrigerator, lamps, televisions, vacuum cleaners) which are provided as part of the Tenancy should be safe to use and in proper working order. As a minimum, appliances should be visually inspected for any faults or damage and should ideally be periodically tested by a qualified electrician. If you would like us to arrange this on your behalf please let us know, we can arrange this for **£260.00 inclusive of VAT**.

1.14 Sales Commission

We do not charge sales Commission if the Tenant purchases the Property from the Landlord; or if the Landlord sells to a third party, except where you have contracted us to market and sell the property under a separate sales Terms of Business.

1.15 Out of Pocket Expenses

You will reimburse us on demand for all disbursements, travelling, and out of pocket expenses (for example payment of council tax where you have failed to pay it) incurred in carrying out a service to you under Terms of this Agreement.

1.16 VAT

Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All other fees contained within this Agreement are shown inclusive of VAT.

1.17 Interest Charges

Signed:

Date:

Payment of our fees is due within 14 days of the date of our invoice. We will where possible deduct our fees from any rent collected on your behalf. Interest at the rate of 4% over the Barclays Bank Plc base rate from time to time will be payable on all fees, Commission and other monies due which are not paid within 14 days of the due date for payment or where there is any shortfall.

1.18 Sub Agency

We may give details of your Property on a Commission sharing basis to other agents unless we receive your specific written instructions to the contrary. You will incur no additional expense for this and it may increase the chance of letting the Property promptly.

1.19 Commission Earned

Any Commission, interest or other income earned by Samuel Estates (UK) Ltd whilst carrying out our duties as Agent for the Letting and /or Management of the Property, for example referral to EPC providers, contractors, inventory clerks, etc. will be retained by Us and used against our costs.

1.2 Selective Licensing Schemes

Where selective licensing applies, usually all houses within the private rented sector for that area must be licensed, except where they require to be licensed as HMOs .

It is the Landlord's responsibility to ensure compliance with any Selective Licensing Scheme which may be in effect or brought into effect by the relevant Local Authority at any time. Whilst the Agent will use reasonable endeavours to keep abreast of local authority licensing schemes and will, where possible, advise the Landlord accordingly, the Landlord is responsible for payment of any licence fee and obtaining the licence.

If instructed to do so by the Landlord, we can make the License Application for a fee of **£300 Inclusive of VAT**. The Landlord will also be responsible for the local authority's Licence Fee. The Landlord will be responsible for checking the application and ensuring all details are correct before we submit it to the relevant authority. Please note we will use our reasonable endeavours to provide the correct information, but we accept no liability for any errors or omissions in doing so. Every licensing Scheme has different rules, fees and operating guidelines and you acknowledge and agree that we are not experts.

In the absence of negligence or other breach of duty by us, we are not responsible for any loss, fine or costs you may incur if the details submitted on the application are incorrect, or you fail to pay for the licence fee. The Landlord indemnifies Samuel Estates against all liabilities, costs, expenses, damages and losses suffered or incurred by Samuel Estates arising out of or in connection with the Landlord's noncompliance with any Selective Licensing Scheme applicable to the Property or non-compliance with any obligations on the Landlord set out in this clause.

1.21 Additional Services

The following Services are available in addition to the Letting and Management Services and form the subject of an additional charge:

- Consultancy is offered on request and will be charged at the rate of **£120 inclusive of VAT per hour**, plus travel and other reasonable expenses and costs. This Service includes additional visits to a Property, including caretaking service or visits during a void period, waiting time at a Property, having extra sets of keys cut, arranging cleaning prior to the start of a Tenancy, arranging safety checks, arranging installation of smoke alarms or carbon monoxide alarms or obtaining consent from a lender or a Superior Landlord.
- Service of Notices to terminate a Tenancy will be subject to an administration fee of **£120 inclusive of VAT**.
- Section 13 Notice and addendum to vary contract to reflect the increase of rent will be subject to an administration fee of **£200 inclusive of VAT**.
- To supervise or project manage any refurbishment or building works arranged for a fee of **10% + VAT (12% inclusive of VAT)** of the total cost of any works that exceed £2000 inclusive of VAT.
- Preparation of documentation for County Court proceedings or TDS adjudication will be **£120 inclusive of VAT** plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged at **£90 inclusive of VAT** per hour plus our reasonable costs and expenses.
- Arrange additional Property Inspections and photographic report **£120 inclusive of VAT**.
- In line with guidance issued by the Health and Safety Executive in relation to the control of Legionella bacteria we can arrange a risk assessment to be carried out for you and the cost is £150 inclusive of VAT.
- Carrying out a Substitution or change of sharer including the preparation and signing the deed of assignment, updating the Tenancy deposit certificate and re issuing the Prescribed Information relating to the Deposit in accordance with the Terms & Conditions of the Tenancy Deposit Scheme **£300 inclusive of VAT**. If a Substitution or change of sharer is completed at the same time as a tenancy renewal, we will charge an additional **£100 inclusive of VAT**.
- International Bank Transfers will be charged at **£25 inclusive of VAT Services**.

Signed:

Date:

SCHEDULE 2: SERVICES PROVIDED

2.1 Marketing

We will visit the Property and provide you with an indication of the current market rent achievable. We will market your Property to inform suitable applicants of the availability of your Property by erecting a To-Let board at the Property and by advertising on the various Property Portals and websites, such as Zoopla, Onthemarket.com and Samuelestates.com.

You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board. As and when we have applicants interested in viewing your Property, we will either accompany these people to your Property with keys provided by you or arrange a mutually convenient appointment to meet you at the Property.

The cost of advertisements in specialist publications, preparation of brochures detailing the particulars of the Property including photographs (where applicable) will be subject to an additional charge. Full details will be provided on request.

2.2 Introducing the Tenant and Formal Offers

Following successful marketing of the Property, we will introduce applicants to you, negotiate any offers received between you and the applicant and confirm all the Terms of the offer to you for acceptance.

When an applicant shows an interest in your Property, we will:

Provide them with a sample Tenancy Agreement;

Take up references upon each applicant (refer to clause 1.8 of Schedule 1)

If the applicant passes the referencing procedure, the references will be forwarded to you for approval. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days, we will assume acceptance and proceed with the Tenancy provided that we have received a signed copy of this Agreement and we will sign the agreement on your behalf.

When we proceed, we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

If a formal offer has been made by a prospective Tenant and you then inform us that you wish to withdraw from the proposed Tenancy, it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

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 the expenses incurred up to the sum of **£350 inclusive of VAT**.

2.3 Inventory and Schedule of Condition

An Inventory and Schedule of Condition is essential for the proper conduct of your letting, whether let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation. If you do not have an Inventory and Schedule of Condition 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. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory. We do not employ Inventory clerks. The fees for the inventory checks can be found in clause 1.10 of Schedule 1 .

Our standard Tenancy Agreement provides that an Inventory Check In report will be carried out at the start of the Tenancy by an independent inventory company and they will return at the end of the tenancy to carry out a check out report to determine whether or not there is any damage, or compensation due for breach of the Tenancy, or cleaning needed taking into account the check-in report of the Inventory and Schedule of Condition. A copy of the check-out report will be sent to both you and the Tenant for comment. At the start of the Tenancy a check in of the Inventory will take place and a check-out report of the Inventory and Schedule of Condition will be carried out at the end of the Tenancy.

2.4 Tenancy Agreement

We will prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special Terms that have been agreed. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence. There will be an additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement which is shown in our Additional Services section.

Signed:

Date:

By signing this agreement, you are giving us permission to sign all contracts on your behalf, unless you instruct us otherwise in writing.

2.5 Utilities

For properties that are Fully Managed we will notify the electricity, gas, water and the local authority when the Tenant occupies your Property provided you have supplied us with the contact details of your utility suppliers including the account numbers and ask them to send a credit agreement and supply contract to the Tenant. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Property and for any void period between tenancies. We will need to provide the utility suppliers with your new address and the meter readings at the commencement of the Tenancy to ensure that there are no discrepancies with the changeover .

For Lettings Only Service, it will be your responsibility to notify the electricity, gas, water and the local authority when the Tenant occupies your Property. If you fail to do so the liability for the utilities may remain in your name.

2.6 Cleaning

We can, upon request, arrange the cleaning of the Property if instructed in writing. Please see clause 1.11 regarding Professional Cleaning services.

2.7 Payment of Commission

We will collect the first month's Rent and if necessary subsequent payments to cover our Commission, together with the Deposit which is normally equivalent to five weeks' Rent or six weeks' Rent where the annual rent is £50000 or more.

2.8 Deposit

We will hold the Deposit paid by the Tenant as Stakeholder against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant OR Accept the Deposit from the Tenant on your behalf and pass it to you for registration according to the clause below. Register the details of the Deposit and the two parties to the Tenancy Agreement with the Tenancy Deposit Scheme and lodge it to TDS during the Tenancy OR Pass the Deposit to the Landlord who must register it with a Tenancy Deposit Protection Scheme within thirty days of the Tenancy starting or the Deposit being taken whichever is the earlier.

2.9 Key

We will request a minimum of three sets of keys from the Landlord prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation charges will be made as outlined in the Additional Services.

2.10 Gas Safe Certificate

Arrange for a Gas Safe engineer to check the gas appliances and installations (if any) and provide a Gas Safety Certificate") GSC ("if we have not received a copy of a current GSC five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent .

If we do not manage the Property it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.

2.11 Electrical Safety Condition Report

Arrange for a qualified Electrician to carry out an Electrical Inspection Condition Report (EICR). If we have not received a copy of a valid" EICR " five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent .

If we do not manage the Property it is the legal responsibility of the Landlord to arrange all future Electrical inspections. We have no liability if you fail to do so.

2.12 End of Tenancy

If requested by you in writing and if you do not wish to renew or extend the Tenancy, we will serve Notice to end the Tenancy. This will be subject to an administration fee as shown in Additional Services.

2.13 Works Prior to Commencement of Tenancy

We will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.

2.14 Post

It is not part of our normal function to forward the Client's mail. Therefore, no responsibility can be taken for mail sent to you at the Property. We recommend that you arrange for it to be redirected by the Royal Mail.

Signed:

Date:

2.15 Repairs

If you use the Letting Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Property.

2.16 Tenant Vacating before Expiry of Term

If the Tenant leaves the Property of their own accord prior to the expiration of the Tenancy, it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.

2.17 Tenancy Renewals

We will contact you towards the end of the initial fixed Term to find out if you wish to renew the current the Tenancy and to agree any renewal instructions .

We will review the Rent 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 us to terminate the Tenancy. If we do not hear from you, we will allow the tenancy to roll over into a periodic Tenancy and our Fees as noted in schedule 1 will continue to be payable.

We will write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the Terms of the original Tenancy. The extension documents will be sent to both parties. We will 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 whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.

We will date and sign the contracts once we have received them to complete the contract and send a scanned copy of all to both you and the Tenant. If the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then 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 be responsible for their charges. If you prefer to negotiate any renewal personally, our fees for the Letting Service will continue to be payable according to Schedule 1 above for the duration of the time the Tenant occupies the Property.

SCHEDULE 3: LETTINGS SERVICE

3.1 In addition to the services noted above, we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be sent to you within three working days from the rental due date, after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.

3.2 You agree to compensate us within fourteen days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.

3.3 You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.

3.4 We cannot be held responsible if the Tenant fails to pay any sum due under the Tenancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. If this does not have the desired effect, we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

SCHEDULE 4: MANAGEMENT SERVICE

In addition to the above Services, under the Management Service we will do the following:

4.1 Provided that we are instructed by you we can pay current outgoings such as ground rents/service charges and/or maintenance charges to a shared expenses account if we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that 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.

Signed:

Date:

4.2 Deal with day-to-day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this Agreement (See Property Information). Except in the case of an 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 **£250 inclusive of VAT**. This will be accounted for and shown on your monthly statement. 4.3 By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent or the fund mentioned below.

4.4 Retain from the first payment made by the Occupier after all our Commission, fees, costs and expenses have been paid the sum of £250 which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the Tenancy. Where the tenant has agreed to pay the rent either half yearly or annually, this retention will be increased to **£500**.

4.5. As your agent, instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £250 inclusive of VAT except in an emergency which risks significant damage to your Property or to the life of an individual where the amount is unlimited. You however remain liable for the payment of all invoices to tradesmen. Please note that, although we are required to exercise due care and skill in our choice and administration of contractors, we do not accept responsibility for any loss or damage caused by the neglect or default of any contractor.

4.6 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.

4.7 We are not liable for any loss or damage suffered by you 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.

4.8 To visit the Property at least once a year if possible, or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown in Schedule 1 provided the Tenant grants access. If the Tenant does not grant access we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature in order to verify the general good order of the Property 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 Property, and will not be a structural survey of the Property, but will enable us to note any lack of repair or maintenance which should be brought to your attention. We will provide you with a photographic report after every visit. This report will note any 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.

4.9 Supervision of the Property is not part of our management function when it is unoccupied. If you wish us to manage your Property during a void period we will gladly do so subject to the charges specified in Schedule 1 which are payable in advance together with your written instructions. 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 Schedule 1.

4.10 To supervise or project manage either refurbishment or building works to the property will incur a fee which would be a percentage of the total cost of the work, subject to a minimum charge as shown in Schedule 1. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.

4.11 Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Property. We may charge waiting time at the Property as shown in Schedule 1 in addition to the invoice of the contractor. We do not meet contractors if we do not manage the Property.

4.12 Either party may withdraw instructions to manage the Property upon giving two months' written notice. However our fees for the Letting Service remain payable as specified in schedule 1.

SCHEDULE 5: LANDLORD'S OBLIGATIONS

5.1 Consent for Letting

By signing these Terms and Conditions you warrant to us that you are the owner of the Property, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

5.2 Mortgage

If the Property is subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you warrant that you have obtained your mortgagee's 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. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

Signed:

Date:

5.3 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 Property 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, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Tenancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the Terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupancy Agreement or Tenancy Agreement.

5.4 Insurance

It is essential that the Property and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains 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 Property is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Property to attach to the Tenancy Agreement at its commencement, including any conditions for vacant Property. If these are not given to the Occupier then they 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 that covers loss of Rent and contents, and legal expenses.

5.5 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 Property. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

5.6 Reimbursement of the Agent

You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us 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 fulfil your contractual and statutory obligations as a Landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Property the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

5.7 Sub-Contractors

Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, domestic energy inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

5.8 Indemnity

If you ask us to do anything which we consider involving a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

5.9 Authority

You authorise us to expend costs as we deem reasonable and necessary for the benefit of the Property, and that are required to comply with any statutory provision affecting the Property of you as Landlord, and to enable us to perform our obligations under the Terms of this Agreement. You may set a limit on any one item of expenditure which must notified to us in writing, such cap not being less than £250.00

5.10 Fittings and Equipment

You must ensure that all equipment, gas, oil, electrical or otherwise provided with the Property is fully operational and safe at all times and, if possible, recently serviced, prior to the commencement of the Tenancy.

5.11 The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015

Signed:

Date:

This legislation came into force from April 2018, whereby all private non-domestic (and domestic) landlords must ensure that properties that are rented out in England and Wales must have at least an EPC rating of E before granting a tenancy to new or existing tenancy. A prospective Tenant will need to be provided with an Energy Performance Certificate (EPC) at the earliest opportunity and certainly prior to entering into any contract to rent out any Property. The EPC will have written details about the building for the prospective Tenant to consider prior to or upon viewing the Property. We can arrange an EPC for you and these are charged at £95 inclusive of VAT.

5.12 The Taxes Act 1988 and the Taxation of Income from Land (non-residents) Regulations 1995

You will be liable for tax on income arising from letting the Property and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Property. 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 HMRC 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 HMRC annually detailing all Landlords whose Property we have let and the rental income they have received, regardless of the country of residence of that Landlord. The HMRC 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 tax year, or you subsequently move abroad. Where the Landlord of a Property resides abroad, the HMRC will hold us, as your Agents, responsible for the payment of any Tax liability which arises on rents collected by us on your behalf, unless an Approval Certificate is provided by the HMRC pursuant to the Finance Act 1995. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. Accordingly, it will be necessary for us to deduct monies at the appropriate rate and hold such an amount so deducted to your credit until either an Approval Certificate has been received or until these monies are forwarded to the HMRC which we are now obliged to do on a quarterly basis. Similarly, if at present you live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country. The monies deducted will be held until the quarterly returns are made to the HMRC and will not earn interest on your behalf.

The eventual liability for tax may be less than the amount forwarded to HMRC. In this event you will have to liaise with the Inspector of Taxes directly and Samuel Estates (UK) Ltd will not be liable for any refunds. We regret the necessity to make such deductions but you will appreciate we have no alternative in view of our responsibility to meet the tax liability on your behalf. We therefore ask you to let us know as soon as possible who will be dealing with your tax affairs in this country. Should you at present reside within the UK but subsequently move abroad, please let us know the name of your Accountants or Tax Advisers at that time. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme and failure to comply is a criminal offence.

5.13 Houses in Multiple Occupation (HMOs)

Under the Housing Act 2004, certain types of Property may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by five or more people who are not related but, in certain areas, licenses can be required for non-HMO Property. It is your responsibility to determine whether you need a Property licence and to obtain that licence.

5.14 Selective Licensing Schemes

If your Property falls within an area that may require a selective Landlord licence it is your responsibility to ensure that you obtain a licence and comply with licensing regulations and to provide Samuel Estates with a copy of the licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Property. If we become aware that the Property is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Property and the Local Housing Authority of the situation.

5.15 Housing Act 2004 and HHSRS

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Property. This system applies to all properties but is most commonly applied to tenanted Property. The responsibility for ensuring the Property complies is entirely yours. If we accept an instruction to let the Property and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other Property owned by you where we collect or hold sums on your behalf.

5.16 Water and Bacterial Control

Revised Approved Codes of Practice (ACOP) and guidance on the control of legionella bacteria has been issued by the Health and Safety Executive which apply to residential Property. Under the ACOP and guidelines, the Landlord must ensure risk from exposure to legionella at the Property is properly controlled. You must inform us at the outset of any controls in place, and failing which we may arrange for a risk assessment to be carried out at the Property subject to a charge as noted in 'clause 1.21 Additional Services.

5.17 Flood and Water Management Act 2010

If the Tenant does not provide us with a forwarding address the Landlord will be liable for the payment of the final water bill and that Samuel Estates (UK) Ltd has no liability whatsoever.

5.18 Fitness for Habitation

Signed:

Date:

The Landlord is aware of the statutory obligations placed on residential landlords by the Homes (Fitness for Human Habitation) Act 2018 ("FFHH Act"). The Landlord shall comply with these obligations and shall comply in a timely manner with any notice, complaint or proceedings issued by the tenant. The Landlord will also comply with any orders issued by the courts under the FFHH Act.

SCHEDULE 6: DEPOSIT HANDLING (AGENT TO HOLD DEPOSIT)

6.1 If instructed by you, Samuel Estates (UK) Ltd 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, or a TDS adjudication or Court Order.

6.2 We are a member of the Tenancy Deposit Scheme ("TDS") and as such are compliant with the Housing Act 2004 and the provision included therein regarding holding of the Tenant's deposits in approved schemes. If we are instructed by you to hold the deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

The Tenancy Deposit Scheme details are as follows:

West Wing, First Floor
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG.

Phone: 0300 037 1000 | Website: www.tenancydepositscheme.com

6.3 The Deposit will also be held in an interest-bearing client account. Any accrued interest will be used to cover any bank and administration costs incurred by ourselves. 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.

6.4 At the end of the Tenancy covered by the Tenancy Deposit Scheme, if required we can arrange for a third party inventory company to carry out an inspection of the Property to determine whether or not there are any dilapidations accrued or cleaning needed, and obtain quotations for such dilapidations or cleaning.

6.5 We will then agree directly with the Tenant the total costings to be charged from the Deposit based upon our Inventory Check Out Report. 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.

6.6 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 Independent Case Examiner (ICE) for adjudication. All parties agree to co-operate with any adjudication.

6.7 We will charge an administration fee of **£120.00 Inc VAT** to cover the time spent on lodging and submitting evidence to the ICE on your behalf. Should you wish to lodge the dispute yourself, we will facilitate this.

6.8 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 The Dispute Service Ltd 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.

6.9 The statutory rights of either you or the Tenant 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.

6.10 If there is a dispute we must remit to The Dispute Service 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 we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the Deposit and

Signed:

Date:

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 the TDS of which we are a member.

6.11 If we do not manage your Property we will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to any relevant dispute service at the end of the Tenancy if you the Landlord and the Tenant do not agree deductions. The Deposit will be released when we receive written confirmation from both parties. Unless we manage the Property we will not negotiate on your behalf.

6.12 If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

SCHEDULE 7: DEPOSIT HANDLING (LANDLORD TO HOLD DEPOSIT)

7.1 If you, the Landlord, decide to hold the Deposit we will transfer it to you within 5 days of receiving it. However, we reserve the right to require the Tenant to pay the Deposit directly to you.

7.2 You must then register the Deposit with another Tenancy Deposit Protection Scheme within a further nine days of the Tenancy starting or the Deposit being received if the Tenancy is an Assured Shorthold Tenancy.

7.3 If you fail to do so 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 up to three times the Deposit.

7.4 You will be unable to serve or enforce a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order.

7.5 We have no liability for any loss suffered if you fail to comply.

SCHEDULE 8: SAFETY LEGISLATION

8.1 The Furniture and Furnishings (Fire) (Safety) Regulations 1998 (as Amended)

It is a criminal offence to let Property with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you warrant that all furniture and furnishings in the Property to be let and included in any letting (whether originally provided or added during the tenancy) fully comply with safety regulations and you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

8.2 Electric Equipment (Safety) Regulations (2016) and Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

Under the Electrical Equipment (Safety) Regulations any portable electrical appliances (e.g. but not limited to refrigerator, lamps, televisions, vacuum cleaners) which are provided as part of the Tenancy should be safe to use and in proper working order. As a minimum, appliances should be visually inspected for any faults or damage and should ideally be periodically tested by a qualified electrician. If you would like us to arrange this on your behalf please let us know, we can arrange this for **£260.00 inclusive of VAT**.

You confirm you understand your obligations under the Under the Private Rented Sector (England) Regulations 2020 in particular (but not limited to) the requirement that the electrical installations in the property must be inspected by a qualified and competent person at least every 5 years and that a copy of the report must be provided to any prospective tenant before they occupy the property and any current tenant within 28 days of the inspection and test.

8.3 Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let Property with gas appliances, installations and pipe-work 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. If we are managing the Property we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. 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. If we are not managing the Property it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations.

8.4 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 a Property. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Property. 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 Property.

Signed:

Date:

8.5 Smoke Alarms and Carbon Monoxide Alarms

The The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 came into force on 1st October 2015 and apply to all private Landlords. Under these regulations, private Landlords are required by law to install working smoke alarms on every floor of their Property and test them at the start of every tenancy. Landlords would also need to install carbon monoxide alarms in high risk rooms within their properties. These alarms should meet the relevant European and British Standards. Local Authorities enforce this legislation, and will be able to serve a remedial notice on a Landlord where they have reasonable grounds to believe the Landlord has not complied with these legal requirements for Smoke and CO alarms. In the event that a Landlord fails to comply with a remedial notice, they could receive a penalty charge of up to £5000. It will be your responsibility to ensure you comply with this new legislation.

Landlords must ensure that the alarms are in working order at the start of a Tenancy. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Property and test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment. If you wish us to arrange the fitting of alarms at your expense, you must advise us in writing. The cost and our administration fee as shown in Schedule 1 Additional fees will be deducted from the Rent.

SCHEDULE 9: TERMINATION

9.1 Tenant's Vacation of Property

Either party has the right to terminate this Agreement in writing upon the Tenant's vacation of the Property.

9.2 Breach

If either party commits a material breach of this Agreement:

- the other party may serve on the party in breach written notice specifying the breach or breaches and requiring them to be remedied within 21 days; and
- if the party in breach fails within 21 days of the service of such notice to remedy such breach or breaches; then
- the party who served the notice may terminate the Agreement upon serving written notice to that effect on the other party.

9.3 Insolvency

If either party becomes bankrupt or insolvent (whether compulsory or voluntary, other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or has a receiving order made against him or makes any arrangement with his creditors or if distress or execution is levied or threatened upon any of his Property or any judgment against him remains unsatisfied for more than 14 days or has a receiver appointed of any of its assets, the other party may terminate the Agreement upon serving written notice to that effect.

9.4 Unlawful Discrimination

Either party has the right to terminate this Agreement in writing if either party carries out or suggests that the other should carry out any form of unlawful discrimination.

9.5 Termination Arrangements

Upon termination we agree to:

- I. Return and/or deliver up to you all originals of the Management Information
- II. Forthwith to cease carrying on the Management if the Agreement is terminated for any reason you will remain liable for our Commission at the Lettings Services Commission percentage as described in Schedule 1 and for any costs and fees we might incur on your behalf in transferring our obligations to you or someone you might nominate.

You should read Schedule 1 of this Agreement where we set out our fee structure. Please note that our fee structure means that you may be required to continue paying us a fee for as long as any Tenant we find for you is occupying your Property even if you have no direct ongoing relationship with us. The expiry or termination of this agreement shall be without prejudice to any rights which have already accrued to either of the parties under this agreement.

9.6 Force Majeure

For the purposes of this contract a Force Majeure Event means an event beyond the reasonable control of us including but not limited to strikes, lock outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, pandemic or epidemic..

We shall not be liable to you as a result of any delay or failure to perform our obligations under this contract as a result of a Force Majeure Event.

Signed:

Date: