

## Terms & Conditions of Business

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

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

We require you to confirm your instructions to us prior to marketing your Property by completing the Landlord instruction form at the end of this document. Please read these carefully before instructing us to proceed with marketing your Property for letting and let us know immediately if you have any queries. If you do not understand or do not wish to accept any of our terms please tell us and we will be pleased to discuss them with you and clarify any points on which you require further explanation before you sign them. If you are still unsure you should take further advice from a solicitor or Citizens Advice Bureau.

### A. Introduction Service

**Sole Agency**      **9.6% inclusive of VAT (8% plus VAT)**

**Multi Agency**      **12% inclusive of VAT (10% plus VAT)**

#### AI. On this level of service we will:

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

- (i) Report all offers received and negotiate acceptable terms for the Tenancy.
- (ii) Apply on your behalf for references on the prospective Tenant as appropriate and provide copies to you for approval. This will usually be via the services of a Credit Referencing Agency, whose fees are payable by the prospective Tenant.
- (iii) Where applicable undertake on your behalf the immigration status checks on the prospective Tenant and all adult occupiers – See G13
- (iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. An additional fee will apply - See A.2 (iv)(a) & (b)
- (v) If instructed, arrange on your behalf for the creation of a professional Inventory of Contents and Schedule of Condition (Inventory) by an independent inventory firm. An administration fee will apply in addition to the inventory firm's invoice which is payable by you. See F2(iv)
- (vi) If instructed, arrange on your behalf for the checking of the inventory at the start of the Tenancy (check-in) and at the end of the Tenancy (check-out). An administration fee will apply in addition to the inventory firm's invoice. See F2(iv)

The cost of the inventory check-in is payable by you. The cost of the inventory check-out is payable by the Tenant.

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

A professionally prepared Inventory and professionally conducted Check-In and Check-Out is recommended for all tenancies, and in particular for all tenancies to which the Compulsory Tenancy Deposit Protection regulations are applied. (See G6)

- (vii) Unless otherwise instructed, hold the Tenant's security deposit on your behalf as Stakeholder throughout and until the termination of the Tenancy. This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy).

Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection. An additional fee of **£48.00 inclusive of VAT (£40.00 plus VAT)** per annum will apply – See F2(v)

If instructed to do so, negotiate on your behalf the terms of any required and agreed extension or renewal of the Tenancy and prepare or administer the relevant documentation to be signed by the parties.. An additional fee will apply - See A2 (iv)(c)

- (viii) Prior to the end of the agreed term of the Tenancy, serve any appropriate notices if so instructed to do so by the Landlord.
- (ix) On receipt of written confirmation from both parties of the agreement reached between the Landlord and Tenant regarding any deductions to be made from the deposit, disperse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme (see G6 below).

**Please note** that at this level of service we do not assess or negotiate between the parties any costs due to the Landlord from the Tenant's deposit. See F2(iii)

## A2. Introduction Service Fees

### (i) Introduction Service Commission

**Sole Agency** 9.6% inclusive of VAT (8% plus VAT)

**Multi Agency** 12% (inclusive of VAT (10% plus VAT))

Our applicable commission is **based on** the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

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

In the event the initial rental payment is insufficient to meet the full fee account plus any other payments due to us by you, the balance will be payable at the commencement of the Tenancy immediately on submission of our statement (see H4(a) below).

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

If you appoint us as Sole Agent and subsequently instruct further agents, the higher multiple agent rate will apply and will be payable to us in the event that a Tenancy is agreed and arranged by us with a Tenant introduced by us or with whom we had negotiations at any time, whether during the period when we were acting as Sole Agent or after another agent or agents were also instructed. See also H4 Entitlement to Fees and also Definitions and Interpretations.

### (ii) Introduction Service Renewal Fee

If instructed or required to liaise with the Tenant regarding the renewal or extension of the original term, a commission fee of **6% inclusive of VAT (5% plus VAT)** of the gross rent payable for the full term of the renewed or extended period as per the terms of the Renewal Agreement.

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

### (iii) Short Lets

Where the full term of the Tenancy is less than 6 months, our commission is **18% inclusive of VAT (15% plus VAT)** of the gross rent payable for the full term in the manner stated above, subject to a minimum fee of **£600.00 inclusive of VAT (£500.00 plus VAT)** for both Sole and Multi Agency.

### (iv) Tenancy Agreements

#### (a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, a fee of **£276.00 inclusive of VAT (£230.00 plus VAT)** is payable by both the Landlord and the Tenant at the commencement of the Tenancy.

#### (b) At the start of the Tenancy

For negotiating and administering your own, your solicitor's or the Tenant's own Tenancy Agreement at the commencement of the Tenancy, a fee of **£72.00 inclusive of VAT (£60.00 plus VAT)** is payable at the commencement of the Tenancy.

#### (c) On Renewal of the Tenancy

Where applicable, for negotiating and preparing our or other Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy, a fee of **£72.00 inclusive of VAT (£60.00 plus VAT)** is payable by both the Landlord and the Tenant.

#### (v) Rent Guarantee Service.

A rent guarantee service is available upon request at a cost of **£150.00 inclusive of VAT per annum (£125.00 plus VAT)** (qualifying terms and conditions apply) (see F3(vi))

Further services, subject to additional fees, are available for Landlords at this level of service. See F2 and F3.

## B. Introduction & Rent Administration Service

**Sole Agency** 12% inclusive of VAT and Rent Guarantee Service (10% plus VAT)

**Multi Agency** 14.4% inclusive of VAT and Rent Guarantee Service (12% plus VAT)

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

- (i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy.
- (iii) Apply on your behalf for references on the prospective Tenant as appropriate and provide copies to you for approval. This will usually be via the services of a Credit Referencing Agency, whose fees are payable by the prospective Tenant.
- (iv) Where applicable undertake on your behalf the immigration status checks on the prospective Tenant and all adult occupiers – See G13
- (v) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. An additional fee will apply - See B2 (vii)(a) & (b)
- (vi) If instructed, arrange on your behalf for the creation of a professional Inventory of Contents and Schedule of Condition (Inventory) by an independent inventory firm. An administration fee will apply in addition to the inventory firm's invoice which is payable by you. See F2(iv)
- (vii) If instructed, arrange on your behalf for the checking of the inventory at the start of the Tenancy (check-in) and at the end of the Tenancy (check-out). An administration fee will apply in addition to the inventory firm's invoice. See F2(iv)

The cost of the inventory check-in is payable by you. The cost of the inventory check-out is payable by the Tenant.

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

A professionally prepared Inventory and professionally conducted Check-In and Check-Out is recommended for all tenancies, and in particular for all tenancies to which the Compulsory Tenancy Deposit Protection regulations are applied. (See G6)

- (viii) Unless otherwise instructed, hold the Tenant's security deposit on your behalf as Stakeholder This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy).

Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection.

- (ix) Receive the rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your designated bank account, less our fees and any other appropriate deductions and submit statements of account to you.
- (x) Prior to the end of the initial term of the Tenancy ascertain the intentions of both parties and serve any appropriate notices.
- (xi) Negotiate on your behalf the terms of any required and agreed extension or renewal of the Tenancy and prepare or administer the relevant Documentation to be signed by the parties. An additional fee will apply - See B2(vii)(c)
- (xii) On receipt of written confirmation from both parties of the agreement reached between the Landlord and Tenant regarding any deductions to be made from the deposit, disperse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme (see G6 below).

**Please note** that at this level of service we do not assess or negotiate between the parties any costs due to the Landlord from the Tenant's deposit. See F2(iii)

### B2. Letting & Rent Administration Service Fees

- (i) **Letting & Rent Administration Service Commission**

**Sole Agency** 12% inclusive of VAT and Rent Guarantee Service (10% plus VAT)

**Multi Agency** 14.4% inclusive of VAT and Rent Guarantee Service (12% plus VAT)

Our applicable commission is **based on** the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

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

If you appoint us as Sole Agent and subsequently instruct further agents, the higher multiple agent rate will apply and will be payable to us in the event that a Tenancy is agreed and arranged by us with a Tenant introduced by us or with whom we had negotiations at any time, whether during the period when we were acting as Sole Agent or after another agent or agents were also instructed. See also H4 Entitlement to Fees and also Definitions and Interpretations.

(ii) **Letting & Rent Administration Service Renewal Fee**

The applicable commission fee as outlined in B2(i) above will continue to be payable and deducted from rental payments as they are received by us in the event that the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

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

(iii) **Premium Lease**

In the event of a Premium Lease where rent is paid for a period of over one year in advance we will be entitled to deduct our fees for the full term of the Lease from the premium payment.

(iv) **Short Lets**

Where the full term of the Tenancy is less than 6 months, our commission is **21% inclusive of VAT (17.5% plus VAT)** of the gross rent payable for the full term in the manner stated above, subject to a minimum fee of **£780.00 inclusive of VAT (£650.00 plus VAT)** for both Sole and Multi Agency.

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

(vi) **Rent Guarantee Service.**

The rent guarantee service is offered at no additional charge under this level of service to Landlords instructing us on a Sole Agency or Multi Agency basis as outlined in B2(i) above. Qualifying terms and conditions apply. See F3(vi)

(vii) **Tenancy Agreements**

(a) **At the start of the Tenancy**

For negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, a fee of **£276.00 inclusive of VAT (£230.00 plus VAT)** is payable by both the Landlord and the Tenant at the commencement of the Tenancy.

(b) **At the start of the Tenancy**

For negotiating and administering your own, your solicitor's or the Tenant's own Tenancy Agreement at the commencement of the Tenancy, a fee of **£72.00 inclusive of VAT (£60.00 plus VAT)** is payable at the commencement of the Tenancy.

(c) **On Renewal of the Tenancy**

For negotiating and preparing our or other Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy, a fee of **£72.00 inclusive of VAT (£60.00 plus VAT)** is payable by both the Landlord and the Tenant.

Further services, subject to additional fees, are available for Landlords at this level of service. See F2 and F3

## C. Full Letting & Management Service

**Sole Agency** 15.6% inclusive of VAT and Rent Guarantee Service (13% plus VAT)

**Multi Agency** 18% inclusive of VAT and Rent Guarantee Service (15% plus VAT)

### CI. On this level of service, we will:

- (i) Market the property as we consider appropriate (see Definitions) and unless otherwise agreed accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy.
- (iii) Apply on your behalf for references on the prospective Tenant as appropriate and provide copies to you for approval. This will usually be via the services of a Credit Referencing Agency, whose fees are payable by the prospective Tenant.
- (iv) Where applicable undertake on your behalf the immigration status checks on the prospective Tenant and all adult occupiers – See G13
- (v) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties. An additional fee will apply - See C2(vii)(a)(b)
- (vi) Arrange on your behalf for a professional Inventory and Schedule of Condition of the property to be made by an independent inventory firm, and for the checking of the Inventory at the commencement and end of the Tenancy.

A professionally prepared Inventory is recommended for all Tenancies which are required to comply with Compulsory Tenancy Deposit Protection regulations. See G6 Tenancy Deposit Protection.

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

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

- (vii) Unless otherwise instructed, hold the Tenant's security deposit on your behalf as Stakeholder (This will not apply if the provision of a Letter of Indemnity in lieu of a monetary deposit is agreed between the parties for a tenancy which is not an Assured Shorthold Tenancy). Where the Tenancy is an Assured Shorthold Tenancy the deposit will be held and protected in accordance with Compulsory Tenancy Deposit Protection requirements under the Housing Act 2004. See G6 below Tenancy Deposit Protection.
- (viii) Receive rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your designated bank, less our fees and any other appropriate deductions and submit statements of account to you
- (ix) Visit the property every six months during the Tenancy to conduct a visual check of the condition and report to you in writing.  
This is not a structural survey and we cannot accept liability for hidden defects or failure to notice anything which is concealed from us.  
If extra visits are required during the Tenancy an additional charge will apply. See F1(ii).
- (x) Maintain a minimum working cash balance of £500.00 throughout the Tenancy to enable us to meet the minor expenditures and regular outgoings as they become due.  
**A float of £500.00** will therefore be required at the beginning of the Tenancy.
- (xi) Arrange for routine repairs and the remedy of any defects which come to our notice or are brought to our attention by the Tenant up to a maximum cost of **£500.00 including VAT** per item.
- (xii) Obtain and submit estimates to you, unless in the case of an emergency, for any necessary works which are liable to cost more than **£500.00 including VAT**.  
Works over **£2000.00 including VAT** which require supervision will attract an additional supervisory fee. See F1(i).
- (xiii) If instructed by you, pay your outgoings and charges on receipt of demands in respect of the property, such as insurance premiums, rent, service or maintenance charges.  
Please note that we are only able to do so if we have sufficient funds on your account and you have instructed the relevant authorities to forward demands for payment to us.
- (xiv) Arrange for the necessary inspections, and any resultant maintenance and repairs required under the safety regulations (see G5 Legal Requirements). All contractors charges will be payable by the Landlord.
- (xv) Submit regular detailed statements of account to you relating to all transactions undertaken on your behalf. See F3(iii).

- (xvi) Prior to the end of the initial term of the Tenancy ascertain the intentions of both parties and serve any appropriate notices.
- (xvii) Negotiate on your behalf the terms of any required and agreed extension or renewal of the Tenancy and prepare or administer the relevant documentation to be signed by the parties.
- (xviii) At the end of the Tenancy, upon receipt of the inventory check-out report, assess and agree with the Tenant an appropriate cost or compensation for any damage not due to fair wear and tear owed to you and organise on your behalf any cleaning or repairs, replacement. See G6 Tenancy Deposit Protection for Assured Shorthold Tenancies.
- (xvi) On receipt of written confirmation from both the Landlord and Tenant regarding any deductions assessed by us to be made from the Deposit, disperse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme (see G6)
- (xix) Where a Letter of Indemnity is accepted by you in lieu of a deposit, we reserve the right to withhold the balance of the final month's rent due to you to pay for works necessary to prepare the property for any new Tenancy you instruct us to arrange.
- (xx) Forward to you any post passed or forwarded to us or found by us at the property.

## C2. Full Letting & Management Service Fees

### (i) Full Management Service Commission

**Sole Agency** 15.6% inclusive of VAT and Rent Guarantee Service (13% plus VAT)

**Multi Agency** 18% inclusive of VAT and Rent Guarantee Service (15% plus VAT)

Our applicable commission is **based on** the gross rent payable for the full term of the Tenancy as per the terms of the Tenancy Agreement.

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

If you appoint us as Sole Agent and subsequently instruct further agents, the higher multiple agent rate will apply and will be payable to us in the event that a Tenancy is agreed and arranged by us with a Tenant introduced by us or with whom we had negotiations at any time, whether during the period when we were acting as Sole Agent or after another agent or agents were also instructed. See also H4 Entitlement to Fees and also Definitions and Interpretations.

### (ii) Full Management Service Renewal Fee

The applicable commission fee as outlined in C2(i) above will continue to be payable and deducted from rental payments as they are received by us in the event that the Tenancy we arrange on your behalf continues either by written or verbal agreement between the parties beyond the original term or is renewed or extended for a further periodic or fixed term for occupation by:

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

### (iii) Premium Lease

In the event of a Premium Lease where rent is paid for a period of over one year in advance we will be entitled to deduct our fees for the full term of the Lease from the premium payment.

### (iv) Short Lets

Where the full term of the Tenancy is less than 6 months, our commission is **25% inclusive of VAT (20.83% plus VAT)** of the gross rent payable for the full term in the manner stated above, subject to a minimum fee of **£1,020.00 inclusive of VAT (£850.00 plus VAT)** for both Sole and Multi Agency.

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

### (vi) Rent Guarantee Service

The rent guarantee service is offered at no additional charge under this level of service to Landlords instructing us on a Sole Agency or Multi Agency basis as outlined in C2(i) above. Qualifying terms and conditions apply. See F3(vi)

### (vii) Tenancy Agreements

#### (a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement at the commencement of the Tenancy, a fee of **£276.00 inclusive of VAT (£230.00 plus VAT)** is payable by both the Landlord and the Tenant at the commencement of the Tenancy.

(b) **At the start of the Tenancy**

For negotiating and administering your own, your solicitor's or the Tenant's own Tenancy Agreement at the commencement of the Tenancy, a fee of **£72.00 inclusive of VAT (£60.00 plus VAT)** is payable at the commencement of the Tenancy.

(c) **On Renewal of the Tenancy**

On this level of service, there is no fee payable by the Landlord or Tenant for negotiating and preparing a Memorandum of Agreement or other suitable document setting out the terms of any agreed renewal or extension of the Tenancy.

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

**C3. Termination of Management Service**

(i) The minimum period of our appointment to provide our Management Service is six months. Thereafter if either party wishes to terminate the Management element of the service as detailed in C1 above, they may do so by serving not less than one months prior written notice.

(ii) At the expiry of such notice you will no longer be liable for the proportion of the fee relating to the Management service. However the fee applicable to the Introduction or Letting & Rent Administration Service as applicable and as detailed in A2 or B2 above shall remain due and payable for the remainder of the term that the property is occupied by

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

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

## D. Management Only Service

**9% inclusive of VAT (7.5% plus VAT)**

**D1. Management Only Service**

If you wish we can Manage or continue to Manage your property, as outlined in C1 (vi) – (xx) above (as applicable and instructed by you), in the event of another agent introducing the Tenant. This service can include demand and receipt of the rent and settling the introducing agent's invoice in relation to commission due from rental monies received. (see D2(iii))

**D2. Management Only Service Fee**

(i) Our commission for this service is **9% inclusive of VAT (7.5% plus VAT)** of the gross rental under the terms of the Tenancy Agreement for the full term of the Tenancy, subject to a minimum fee of **£1200.00 inclusive of VAT (£1000.00 plus VAT)** per annum or pro rata if the Tenancy is less than one year.

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

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

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

(iv) We will require you to provide us with a minimum **float of £500.00** at the commencement of the contract and to maintain this level on your account.

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

**D3. Termination of Management Only Service**

(i) The minimum period of our appointment to provide the Management Only Service is six months. Thereafter if either party wishes to terminate the service as detailed in D1 above, they may do so by serving not less than one months prior written notice.

(ii) In the event that either party terminates the Management Service it shall be without prejudice to any claim by either party against the other in respect of any monies due up to that point and to any breach of the terms contained in this document.

## E. Vacant Management Service

**£300.00 pcm inclusive of VAT (£250.00 plus VAT)**

Our Full Management and Management Only Services do not apply when the property is not let.

The Vacant Management Service is offered as an optional additional management service available upon request for all properties which are vacant either before or between tenancies, or awaiting Landlord re-occupation or completion of sale.

This Service can only be provided for those properties where we are the only key-holder and/or sole agent as applicable.

Properties unattended for long periods may be vulnerable to occupation by squatters. In order for cover to be maintained Insurance companies usually require notification where a property is vacant or unattended for more than 28 days and they also require that the water supply is drained down and turned off during long periods of inoccupation or non-attendance.

The Vacant Management Service is a bespoke service which can be designed to comply with insurers requirements.

The standard service is outlined below, however insurance policies vary and you must check the details of your own policy with your insurers and notify us of any other specific requirements of which we should be aware. We can accept no liability should any claim be declared void as a result of your not clarifying your insurer's requirements.

### E1. Under the Standard Vacant Management Service we will:

- (i) Visit the property once per week to conduct a visual check on the condition.
- (ii) Supervise winter central heating routine.
- (iii) Arrange for the remedy of defects noted and deal with minor repairs up to a maximum cost of **£500.00 including VAT** per item. A £500.00 float will be required. See CI(x) – (xii) and FI(i)
- (iv) Pay outgoing and charges in respect of the property as outlined in CI(xiii)
- (v) Re-direct mail as outlined in CI(xx).

Any further elements which you or your insurers may require can be added to the standard service, subject to negotiation and an additional fee.

### E2. Standard Vacant Management Service Fee

Our standard fee is **£300.00 inclusive of VAT (£250.00 plus VAT)** per calendar month or part month, payable in advance.

- (i) **A float of £500.00** is required prior to commencement of the service, which must be maintained throughout the period of the service.
- (ii) Where applicable, an additional fee of **12% inclusive of VAT (10% plus VAT)** will be payable in relation to our supervision of any works undertaken in excess of £500.00 including VAT during the period of the Vacant Management Service.
- (iii) All fees for the Vacant Management Service are payable monthly in advance and are applicable for a part month or whole calendar month. No refund of fees paid will be given in the event that the service is terminated part way through a month for which payment has already been received.

### E3. Termination of Vacant Management Service

- (i) **The minimum period of our appointment to provide the Vacant Management Service is one month.**
- (ii) **The Service may be terminated by either party at any time by written notice.**
- (iii) Non-payment of the advance monthly fee will result in the termination of the Service. The Service will cease in the event that no fee is received and no elements of the Service will be undertaken in any month in the event that no fee is received..
- (iv) **Termination of the Vacant Management Service shall be without prejudice to any claim by either party against the other in respect of any monies due up to that point and to any breach of the terms contained in this document.**



## F. Additional Services & Fees

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

#### (i) Major Works Supervision

Upon your acceptance of any estimates to remedy any defects or undertake repairs in excess of £2000.00 including VAT and providing we are in funds, we would supervise the works for an additional fee of **12% inclusive of VAT (10% plus VAT)** of the cost of the works.

#### (ii) Additional Managed Property Visits

If additional property visits are required (see C1 (ix)) this can be arranged subject to a charge of **£90.00 inclusive of VAT (£75.00 plus VAT)** per visit.

#### (iii) Pre-Tenancy Works

Any pre-tenancy works agreed with the Landlord in writing will be arranged at a fee of **12% inclusive of VAT (10% plus VAT)** of the net cost and subject to a minimum fee of **£180.00 inclusive of VAT (£150.00 plus VAT)**. Please note we must be put in funds prior to any works commencing.

### F2. Additional Services & Fees available for Non Managed Properties

#### (i) Non-Managed Property Visits

If a property visit as outlined in C1 (ix) is required for a property not within our Management Service, a fee of **£150.00 inclusive of VAT (£125.00 plus VAT)** per visit will be charged.

#### (ii) Non-Managed Property Safety Checks

If we are required to arrange safety checks (see G.5 below) for a property not within our Management Service, an administration fee of **£54.00 inclusive of VAT (£45.00 plus VAT)** will be charged. This fee is in addition to the invoice submitted by the contractor undertaking the safety check.

#### (iii) Non-Managed Deposit Reconciliation

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

#### (iv) Inventory Creation and Checks Administration

If instructed to make arrangements on your behalf with an independent professional inventory firm for the creation of an Inventory and Schedule of Condition, and/or for the checking of the inventory at the start and end of the Tenancy, an administration fee of **£54.00 inclusive of VAT (£45.00 plus VAT)** will be charged for each. This is in addition to the invoice submitted by the inventory firm. See A1 (vi) and (vii) and B1 (vi) and (vii).

#### (v) Professional Clean Administration

If instructed to make arrangements on your behalf with a professional cleaning company to conduct a pre-tenancy or post-tenancy clean of the property, an administration fee of **£54.00 inclusive of VAT (£45.00 plus VAT)** will be charged for each. This is in addition to the invoice submitted by the inventory firm.

#### (vi) Security Deposit Administration

For holding the deposit as Stakeholder in accordance with our membership of the Tenancy Deposit Scheme administered by The Dispute Service Ltd and in compliance with the Compulsory Tenancy Deposit Protection Scheme requirements of the Housing Act 2004 (see G6) we charge an administration fee for all tenancies included in the Scheme of **£48.00 inclusive of VAT (£40.00 plus VAT)** per annum. This fee applies only to the Introduction Service.

#### (vii) Key Holding/Contractor Access

If required we can hold a key to the property for the purpose of allowing access to the property to contractors when the Tenant cannot be present. There will be an annual charge for this service of **£120.00 inclusive of VAT (£100.00 plus VAT)**. Where we are required to attend the property to allow access and wait at the property whilst the contractor completes his task, our time, including travel time, will be additionally charged to you at **£54.00 inclusive of VAT (£45.00 plus VAT)** per hour or part hour plus travel costs.

(viii) **Safety Equipment Provision Administration**

If instructed to arrange for the provision of safety equipment in the Property, eg smoke alarm, carbon monoxide detector, fire blanket or fire extinguisher, an administration fee of **£54.00 inclusive of VAT (£45.00 plus VAT)** each will be charged. This is in addition to the invoice submitted by the contractor.

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

(i) **Interior Design/Refurbishment**

We can provide assistance in the furnishing or refurbishment of properties. If we undertake to supervise these works on your behalf, a fee of **12% inclusive of VAT (10% plus VAT)** of the total cost of the contract will be charged.

(ii) **Legal Liaison / Court Attendance**

Any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord. Where we are required by you to liaise with solicitors, arbitrators or barristers or attend court on your behalf, our fee will be **£180.00 inclusive of VAT (£144.00 plus VAT)** per hour or part hour including travelling time plus travel costs and disbursements.

(iii) **Tax Accounting**

If you are resident overseas and fail to apply for Exemption or if you are refused Exemption, (see G3) and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge of **£120.00 inclusive of VAT (£100.00 plus VAT)** per annum to cover our administration costs.

(iv) **Courier Deliveries**

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

(v) **Energy Performance Certificate**

If instructed we will arrange on your behalf for the creation of an Energy Performance Certificate (see G9) to be undertaken prior to the commencement of marketing of the property by a qualified EPC provider. The EPC provider's charge will be payable by you and we must be put in funds before these arrangements are made.

(vi) **Rent Guarantee Service**

A rent guarantee service is available to all Landlords at an additional cost of **£150.00 inclusive of VAT (£125.00 plus VAT)** per annum (qualifying terms and conditions apply). This is offered at no additional charge for Landlords instructing us on a Sole Agency or Multi Agency basis under our Letting & Rent Administration or Full Management Services as outlined in B2(i) and C2(i) above.

(vii) **Provision of Valuation Letter**

If instructed to provide a valuation letter for insurance or re-mortgage a fee of **£54.00 inclusive of VAT (£45.00 plus VAT)** per letter will be charged.

## G. Legal Requirements

This section contains a summary outline of some of the more relevant statutory legislation relating to the Letting and Management of private rented property, most of which place a legal obligation on the Landlord. Landlords must be aware of these requirements, which they must avoid infringing. It is not possible to opt out of, or pass on, a statutory obligation. Failure to comply with these laws could result in prosecution in the criminal courts and if convicted, fines or even imprisonment.

Please ask us if you require further information on any of the following.

### G1. STAMP DUTY LAND TAX

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

### G2. CONSENTS

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

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

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

(i) **Superior Landlord/Freeholder**

If you hold the property on a Lease you must ensure that your Lease permits you to let the premises and that you are granted consent to do so. You must also ensure the letting period will expire prior to the termination of your own Lease.

The Tenancy Agreement requires the Tenant to comply with the behavioural schedule of the Head

Lease which outlines any rules and restrictions in relation to the use of the property.

We require you to provide us with a copy of the behavioural schedule in order that it may be attached to the Tenancy Agreement.

If the Tenant is not provided with a copy of the behavioural schedule he will not be in breach of the Tenancy Agreement if he contravenes these rules and any liability arising from such contravention will be placed on you.

(ii) **Mortgage Provider**

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

(iii) **Insurers**

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

(iv) **Houses in Multiple Occupation The Housing Act 2004**

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

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

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

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

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

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

**Housing Health & Safety Rating System**

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

**Regulatory Reform (Fire Safety) Order 2005**

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

### G3. TAXATION/OVERSEAS LANDLORDS

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

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

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

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

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

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

Should you fail to apply for Exemption, or if you are refused Exemption for any reason, and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge to cover our administration costs as outlined in F3(iii).

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

### G4. LANDLORD REPAIRING OBLIGATIONS

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 places an obligation on Landlords to keep in repair and proper working order the installations for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences and the installations of space heating and heating of water. Landlords are also required to provide manuals and instructions that will be required by the Tenant in order for him to operate any appliances or equipment provided in the Property and forming part of the Tenancy.

#### G4.1 Managed Properties

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

#### G4.2 Non-Managed Properties

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

Where an appointment is made for a contractor to remedy a defect under your repairing obligations, or to undertake a scheduled service, and the Tenant cannot be present, you will be responsible for appointing a person to wait at the property. Please note that, except in the case of an emergency, you must always give the Tenant no less than 24 hours prior written notice when making such an arrangement.

### G5. SAFETY REGULATIONS

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

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

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

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

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

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

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

Initials

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

A record of the safety check must be supplied to each Tenant and a copy kept by the Landlord and/or his Managing Agent for at least two years.

It is illegal to allow a Tenant to occupy a property without a valid Gas Safety Record. **AS well as risking financial, and in some cases custodial, penalties for failing to undertake annual checks, no Section 21 Notice (seeking for possession of the property) can be served on the Tenant if they have not been issued with a valid Gas Safety Record.**

#### **Managed Properties**

For properties under our Management Services we arrange for the safety checks to be undertaken on your behalf. All contractors charges will be payable by the Landlord. See C1(xiv).

#### **Non Managed Properties**

For properties not under our Management Service, we require a copy of the current and all subsequent Gas Safety Records to be provided to us. If required we can instruct a Gas Safe registered engineer on your behalf to undertake the check. An administration charge will be applied in addition to the contractor's own charge for doing so. See F2(ii)

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

Where failure to provide a current Gas Safety Record results in the Tenancy not proceeding, a fee as outlined in H3 below may be payable to us by the Landlord.

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

#### **(iii) The Smoke and Carbon Monoxide Alarm (England) Regulations 2015**

With effect from 1 October 2015 Landlords are required to provide:

A Smoke Alarm on every storey (floor) of their property on which there is a room used wholly or partly as living accommodation. Under the proposals, a bathroom or lavatory is classed as a room used for living accommodation and a room covers halls or landings. Stairways are also included in the regulations eg for maisonettes or flats above shops where the flat is on the first floor but you enter via stairs on the ground floor a smoke alarm will be required in the stairwell

A Carbon Monoxide Detector/Alarm in any room where a solid fuel is burnt, such as wood, coal or biomass and this includes open fires. It does not include gas, oil or LPG.

Landlords are also required to ensure that the alarms/detectors are in working order when they are installed and on the first day of each tenancy, and also to attend to any faults reported by the Tenant during the Tenancy.

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

We strongly recommend that in addition Landlords should also consider installation of additional carbon monoxide detectors in rooms with gas appliances, and that fire blankets and fire extinguishers are provided in the kitchen.

If these items are not already provided in your property we can arrange this on your behalf and at your cost. An additional administration fee will apply for properties not under our Management Service. See F2(viii).

#### **(iv) Electrical Equipment (Safety) Regulations 1994**

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

Confirmation that inspections have been regularly undertaken by a competent electrical could be requested.

#### **Managed Properties**

We require all properties under our Management Service to undergo a check on wiring and major appliances every five years plus annual PAT testing on small appliances plugs and sockets. If you do not have a current Inspection Certificate, we will arrange this on your behalf prior to the commencement of, and throughout the term of the Tenancy. All contractors charges will be payable by the Landlord. See C1(xiv).

#### **Non-Managed Properties**

We recommend that all properties undergo a check on wiring and major appliances every five years plus annual PAT testing on small appliances plugs and sockets. We can arrange this on your behalf subject to an administration fee in addition to the contractor's charge. See F2(ii)

(v) **Part P Building Regulations (Electrical Safety in Dwellings)**

Since 1 January 2005 any works, repairs or maintenance undertaken on domestic electrical installations in certain areas of a property must be carried out by a competent person registered with an organisation providing approved self-certification scheme.

Wherever possible contractors instructed on a Landlord's behalf to carry out applicable electrical repairs and maintenance at a property, we will only instruct such competent approved contractors.

(vi) **Building Regulations - Wood Burning Stoves**

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

**G6. COMPULSORY TENANCY DEPOSIT PROTECTION**

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

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

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

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

- Fails to give Prescribed Information within the statutory time limit; or
- Fails to comply with the initial requirements of an authorised Scheme within the statutory time limit; or
- Notifies the Tenant or Relevant Person that the Deposit has been protected in a Scheme, but the Tenant or Relevant Person cannot obtain the Scheme's confirmation that the Deposit has been protected.

Each of the Schemes provide a dispute resolution service (ADR) to deal quickly and fairly with any disagreements which may arise between the Landlord and the Tenant about how much of the deposit should be returned to the Tenant. More information can be obtained from DCLG (Department for Communities & Local Government) [www.communities.gov.uk](http://www.communities.gov.uk)

Curchods are members of the Tenancy Deposit Scheme which is administered by The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN. Tel. 0845 226 7837 Fax. 01442 253193 Email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

Website [www.tds.gb.com](http://www.tds.gb.com)

**G6.1 Deposit held by Curchods**

Where we receive an AST deposit on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit, we will serve Prescribed Information and comply with the initial requirements of the Scheme.

We will hold the deposit throughout the term of the Tenancy under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules. The Scheme rules are available to view and download from [www.tds.gb.com](http://www.tds.gb.com).

In accordance with the Scheme rules, we will hold the Tenancy Deposit as Stakeholder in our client account (separate from the money we use to run our business). Interest earned on the Deposit will belong to the person entitled to it under the terms of the Tenancy Agreement.

At the end of the Tenancy we will liaise with you to ascertain what (if any) deductions you propose to make from the Deposit, or have already agreed with the Tenant.

(i) **At the end of the Tenancy – If there is No Dispute**

- (a) If there is no dispute at the end of the AST, we will ask both you and the Tenant to confirm in writing once you have agreed how the Deposit should be allocated. If there are Joint Tenants, all of them must agree.
- (b) Payment of the Deposit will be made in accordance with what has been agreed, within 10 working days of receiving written consent from both parties. As Stakeholders we cannot make payment until we have both the Landlord's and the Tenant's agreement.

(ii) **At the end of the Tenancy – If there is a Dispute**

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

- (a) A Tenant can ask us to repay any undisputed amount of the Deposit at any time after the Tenancy has ended and you must agree to us releasing promptly any part of the Deposit that does not need to be held back to cover breaches of the Tenancy Agreement. We will take your instructions regarding the amount to be withheld.
- (b) If the Tenants asks us to repay some or all of the Deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme and we will have 10 days from and including the date we receive the Scheme's direction, to send in the money.
- (c) **When you sign these Terms & Conditions of Business you are authorising us to pay to the Scheme as much of the Deposit as the Scheme requires us to send.** We will contact you to keep you informed but we will not need to seek your further authority to send the money to the Scheme.
- (d) The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution (ADR). "Alternative" in this context means an alternative to court proceedings. This will usually take the form of adjudication. The Scheme does not make a charge to Landlords or Tenants for using ADR if it relates to an AST
- (e) Landlords and Agents are permitted to refer a dispute about a Deposit to the Tenancy Deposit Scheme. In this event the Scheme will contact the Tenant to confirm whether the Tenant agrees to ADR. If there are joint Tenants, all joint Tenants must agree. If Tenant agreement is not received you will need to pursue your claim via court proceedings.
- (f) If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about Disputes and adjudication is available free to download from [www.tds.gb.com](http://www.tds.gb.com).
- (g) The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision, or (b) an order from the Court that has become final or (c) an agreement being reached between the parties.

(iii) **Consent to Use Personal Information**

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

(iv) **Incorrect Information**

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

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

- (a) The Scheme will propose what they consider to be the most effective way of resolving the dispute, and all parties must consent in writing to the proposed method and;
- (b) The parties will have to pay a fee of £600 inclusive of VAT (or such other minimum fee as the Scheme may set from time to time) or 12% of the deposit inclusive of VAT, whichever is the larger amount.
- (c) The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

(vi) **Joint Landlords**

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



## G6.2. Deposit held by or transferred to Landlord

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

- (i) By law you must register the Deposit with an authorised Tenancy Deposit Protection Scheme within 30 days of the date we receive it from the Tenant. You must also give the Tenant(s) and any Relevant Person the required information (prescribed information) about the deposit.
- (ii) We will notify you of the date we receive the deposit and you will be required to immediately register with one of the approved deposit protection schemes and provide us with evidence of such registration. Upon receipt of confirmation of your registration we will release the Deposit to you.
- (iii) You must then confirm to us and notify the Tenant within 30 days of the date the Deposit was paid to us, that the Deposit has been protected and provide details of the Scheme under which the Deposit is being held and the applicable time-scale relating to the return of the Deposit and the arrangements for the resolution of any disputes that may arise at the end of the Tenancy.

Information about the Tenancy Deposit Schemes that available to Landlords can be obtained from [www.communities.gov.uk](http://www.communities.gov.uk) or [www.mydeposits.co.uk](http://www.mydeposits.co.uk) tel: 0844 980 0290 or [www.rla.org.uk/depositguard](http://www.rla.org.uk/depositguard) tel 0845 666 5000 or [www.depositprotection.com](http://www.depositprotection.com) tel: 0844 4727 000

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

### (v) Penalties for Non Compliance

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

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

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

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

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

## G7. SERVICE OF NOTICES

### (i) Assured Shorthold Tenancies

Where the property is let under an Assured Shorthold Tenancy a Section 21 Notice will be served upon written request of the Landlord (see A1(x), B1(x), C1(cvi)). The notice period is a minimum of 2 months (3 months if the rent is paid quarterly) plus 2 working days which must be allowed for service. A Landlord is not entitled to possession unless this Notice has been served. Upon expiry of this Notice if the Tenant fails to vacate the Property, the Landlord is entitled to commence proceedings to recover possession.

Please note that the Section 21 Notice cannot be served in the first four months of the Tenant's occupation of the property and possession cannot be granted until 6 months of the Tenancy have elapsed.

In addition a Section 21 Notice cannot be served if the Tenant has not been provided with a valid Gas Safety Certificate (see G5(ii)); an Energy Performance Certificate (see G9) and a copy of the government produced booklet entitled "How to Rent" (see G12) or if a Local Authority Notice under Sections 11, 12, or 40(7) of the Housing Act 2004 has been served on the Landlord in the preceding six months.

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

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

### (iii) Landlord's Address for Service

Sections 47 and 48 of the Landlord and Tenant Act 1987 require that the Tenant is provided with the residential address of the Landlord where notices on the Landlord (including notices in proceedings) may be served. Where the Landlord's residential address is not in England and



Wales, the Act requires that an alternative address for the service of notices on the Landlord (including notices in proceedings) must be provided. If either of these addresses should change during the term of the Tenancy the Tenant must be notified in writing. If you are resident overseas, Curchods' address may be used as the alternative address. You must therefore notify us immediately in the event that your residential address changes or if you should sell the property with the benefit of the tenancy.

## **G8. DISABILITY DISCRIMINATION ACT 1995**

Amendments to the above Act came into force in December 2006 giving a disabled person the right to ask a Landlord for reasonable adjustments to be made to a Property at the Landlord's expense to enable him to enjoy the Property and its features as an able-bodied person could. Such reasonable adjustments are temporary and can be reinstated at the end of the tenancy and could include provision of a portable wheelchair ramp, provision of handrails, changes to door handles, doorbells, taps or wall colour.

## **G9. THE ENERGY PERFORMANCE OF BUILDINGS REGULATIONS 2007**

Since 1st October 2008 all properties marketed for letting need a valid Energy Performance Certificate (EPC). The EPC is valid for 10 years. Curchods will not be able to commence the marketing of a Property until the EPC is in place.

The Landlord is responsible for ensuring a valid EPC is made available for any tenancy prior to a prospective tenant receiving written details of, or first viewing, a property. The penalty for not having a valid EPC includes a fine of up to £200. In addition no Section 21 Notice can be served if an EPC has not been provided to the Tenant.

Curchods can, if instructed by the Landlord and provided that access to the Property is made available to the contractor, arrange for the EPC to be prepared on behalf of the Landlord. The contractor's fee for providing the certificate is payable by the Landlord. Curchods must be put in funds prior to these arrangements being made. Any works that may be recommended on the EPC are the responsibility of the Landlord.

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

## **G10 FLOOD & WATER MANAGEMENT ACT 2010**

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

## **G11 LEGIONNAIRES DISEASE**

- (i) In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, Landlords and their Managing Agents are required to ensure that the risk from exposure to legionella from all water systems in residential rental premises is controlled.
- (ii) When you sign this contract with us you are confirming that you believe the property is safe and free from any such bacteria, and that you are responsible for the ongoing safety of the property.
- (iii) You also confirm that where you are instructing us to act for you under our Management Services, you will allow us to take any necessary steps, at your cost, if a problem is suspected or found at the property during the course of the tenancy.

## **G12 "HOW TO RENT" BOOKLET**

With effect from 1 October 2015 a Tenant of an Assured Shorthold Tenancy must be provided with a copy of the document entitled "How to Rent: The checklist for renting in England" as published by the Department for Communities and Local Government. This booklet is only available as a download from the government website. We will provide a current version of this booklet with every new Tenancy Agreement or Renewal Memorandum of Agreement we are instructed to issue on behalf of the Landlord.

## **G13 TENANTS RIGHT TO RENT (IMMIGRATION ACT 2014)**

Under the above Act, with effect from 1<sup>st</sup> February 2016, all Landlords have a legal duty to confirm the immigration status of all Tenants. The Right to Rent scheme requires all Landlords to check the nationality and visa status of potential Tenants and occupiers (ie all adults who are intending to live at the property, not just those named on the tenancy agreement), before agreeing a new tenancy. If a Tenant's visa expires before the end of the tenancy, the Landlord must make sure that it is renewed and if it is not, they must inform the Home Office. Landlords are liable to a financial penalty of up to £3,000 (or up to five years in prison) if they let the property to an illegal migrant having failed to conduct the specified document check. A Landlord may transfer responsibility for performing the checks to an agent. Where applicable, we will arrange to undertake these checks on your behalf along with the usual reference checks.

## H. General Conditions Of Business

### H1 CLIENT ACCOUNT

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

### H2 RENTAL PAYMENTS

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

### H3 LANDLORD WITHDRAWAL FROM OFFER

Should you instruct us to proceed with a proposed Tenancy at your property based on an offer from a Tenant introduced by us which you accept and from which you subsequently withdraw, we reserve the right to charge a fee of up to **£600.00 inclusive of VAT (£500.00 plus VAT)** to recompense our reasonable expenses and time incurred in the intervening period in relation to the negotiation and creation of all necessary paperwork, taking of references etc.

In addition you will be required to reimburse the Tenant's reasonable outgoings incurred by them in relation to fees for reference application and other administration charges levied by ourselves and any third party, such as utility providers etc.

You will not be liable for such costs if the withdrawal is as a result of the proposed Tenant's unsuitable references or if the Tenant withdraws for any reason.

### H4 ENTITLEMENT TO FEES

- (a) You will be liable to pay the applicable commission to us as outlined in A2, B2, C2 or D2 above, in addition to any other costs or charges agreed. If you appoint us as Sole Agent and subsequently instruct further agents, the applicable higher multiple agent rate will apply and will be payable to us in the event that a Tenancy is agreed and arranged by us with a Tenant introduced by us or with whom we had negotiations at any time, whether during the period when we were acting as Sole Agent or when another agent or agents were also instructed. See Agency definition under Definitions.
- (b) We will retain our fees from monies received by virtue of this contract save such monies which represent the Tenant's security deposit.
- (c) Payment of all other sums due to us is due upon delivery of invoice or may be deducted by us from monies coming into our hands and belonging to the Landlord.
- (d) We shall be entitled to our fee if we let the property whether instructed verbally or in writing.
- (e) Should the Tenant or Landlord lawfully exercise a release or break clause included in the Tenancy Agreement our fee will be payable up to and including the last lawfully due rental payment and will cease to be applicable thereafter. Any commission paid to us in advance will be refunded to the Landlord on a pro-rata basis.
- (f) In the event of the Tenant ceasing to pay rent for whatever reason other than the lawful exercise of a release or break clause included in the Tenancy Agreement the fee due to us will remain due and payable upon demand.
- (g) No refund of any fees received in advance will be given should the Tenant cease to pay rent for whatever reason other than the lawful exercise of a release clause included in the Tenancy Agreement.
- (h) Extra-Ordinary Management: We shall be entitled to a reasonable fee for any necessary work or Management of an unusual nature not envisaged in these terms of business undertaken on your behalf upon your instruction.
- (i) Any sums due to us by yourself under these Terms & Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above the annual base rate of the Bank of England from time to time which shall accrue on a daily basis from the date such sums become due until payment.

### H5 EXCLUSION OF LIABILITY

- (a) We are not liable for any rent, or non-payment or any other of the Tenant's and/or Occupiers liabilities nor if there are insufficient funds available for any outgoings payable on your behalf.
- (b) Should the Tenant fall into rent arrears any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord.

- (c) We do not employ inventory clerks or contractors and cannot be held responsible for any error or omission on the part of any independent inventory clerk or contractor instructed on your behalf.
- (d) You undertake to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on his behalf by virtue of this Agreement.
- (e) **Money Laundering.**  
We are obliged to comply with all legislation in relation to Money Laundering and we reserve the right to refuse payment of any sums in cash or cheques written on unfamiliar banks, whether by way of rent, deposit or subsequent payments. We cannot accept any responsibility for any tenancy which does not proceed as a consequence of these requirements.
- (f) **Housing Benefit Payments:**  
Where applicable, you will be liable at any time to reimburse any sums which we, acting on your behalf, are required to repay to the local authority in respect of Housing Benefit/Local Housing Allowance received on behalf of the Tenant as a consequence of overpayment, ineligibility, or a fraudulent claim.

## H7 SALE TO TENANT

In the event the property is sold by the Landlord to a Tenant introduced by us, our sales service including assistance with negotiations on price etc is available to the Landlord who will be offered a specially discounted rate on our standard sales sole agency fee. Where applicable, the Landlord will be asked to sign sales agency terms of business.

## H8 PERIOD & SCOPE OF INSTRUCTION

- (a) These Terms of Business apply to the property detailed on the Landlord Instruction page of this contract for the period of the Tenancy to the Tenant introduced to you by us.
- (b) On the termination of the Tenancy to the Tenant introduced to you by us, we will seek confirmation of your re-instruction to market the property for a further Tenancy under the same Terms and Conditions outlined in this contract. Where applicable you will be issued with a new contract if there has in the interim been any variation to the original Terms and Conditions signed by you.

## H9 CONFIRMATION OF INSTRUCTION

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

## H10 CONTRACT TERMS

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

## H11 NOTICE OF THE RIGHT TO CANCEL

Where this contract is signed by the consumer client (you) during a visit by us to your home or place of work or any other place away from our business premises, you have a right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Cancellation will be accepted if it is in writing and sent by electronic mail to [lettings@curchodslettings.com](mailto:lettings@curchodslettings.com) or delivered by post or hand to at Curchods Lettings, Portmore House, 54 Church Street, Weybridge, Surrey KT13 8DP within 14 days of the date of this contract. A form of cancellation can be provided by us for this purpose if you wish.

## H12 PERFORMANCE OF THE CONTACT

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

## H13 COMPLAINTS PROCEDURE

- (a) Curchods Lettings – a Member of The Property Ombudsman – aims to provide the highest standards of service to all our Customers. To ensure that your interests are safeguarded, a Complaints Procedure has been introduced. This provides for the matter to be dealt with internally by Ms Suzanne Diamond and – in the event that we are not able to deal with the matter to our mutual satisfaction with you – by reference to The Property Ombudsman.
- (b) If you believe you have a complaint, please write in the first instance to:- Suzanne Diamond - Lettings Director, Curchods Lettings, Portmore House, 54 Church Street, Weybridge, Surrey KT13 8DP
- (c) Your complaint will be acknowledged in writing within 3 working days, investigated thoroughly in accordance with established in-house procedures, and a reply sent to you within 15 working days of receipt of your letter.
- (d) If you are not satisfied with the outcome of our initial investigation, you are provided with a further opportunity to have the complaint reviewed by our Joint Senior Partner at the address given below.

Andrew Dewar, Curchods, Wix Hill House, Epsom Road, West Horsley, Surrey KT24 6DY

- (e) In the event that the final Review as detailed above still fails to satisfy your complaint, then you are at liberty to have the matter referred to The Property Ombudsman, which information will be provided by this Firm. You are also entitled to have your complaint referred to the Ombudsman should we fail to deal with matters expeditiously i.e. within 3 months from the date of written notification to ourselves.

## H14 PROPERTY REDRESS SCHEME

Curchods are members of the Property Redress Scheme administered by The Property Ombudsman [www.tpos.co.uk](http://www.tpos.co.uk)

## Definitions & Interpretations

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

**"The Agent"** and **"Curchods"** Curchods Lettings and its successors in title.

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

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

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

**"The Occupier"** The authorised Licensee of the Tenant permitted occupation of the property under the terms of the Tenancy Agreement.

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

**"The Tenancy"** The full period during which the Tenant rents the property from the Landlord including any periods of renewal or extension.

**"The Term"** The length of the letting and any subsequent letting.

**"Initial Term"** or **"First Tenancy Term"** The first agreed period of the letting prior to any renewal or extension of the Term.

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

**"The Deposit"** The sum of money lodged with the agent by the Tenant at the start of the Tenancy to cover any damage or loss not considered to be fair wear and tear, incurred during the Tenancy. Any balance after deducting such costs must be returned to the Tenant.

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

**"Stakeholder"** a person or body who holds the deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, or if applicable determined by the ADR process or ordered by the Court. Deductions at the end of the Tenancy must be jointly agreed by Landlord and Tenant before monies are released by the Stakeholder. Any disputed amount will not be paid to either party until mutual agreement is reached or an appropriate third party decision made.

**"Scheme"** An authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government).

**"TDS"** The Tenancy Deposit Scheme administered by The Dispute Service Ltd in accordance with the compulsory Tenancy Deposit Protection Scheme under the provisions of the Housing Act 2004.

**"Member"** An Agent or Landlord who has joined The Dispute Service Ltd

**"ICE"** The Independent Case Examiner of The Dispute Service Ltd

**"Statutory Time Limit"** the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

**"Day"** or **"Calendar Day"** any day of the year, including Saturdays, Sundays and bank holidays. **"Working Day"** a day that is not a Saturday or Sunday nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

**"Working Day"** a day that is not a Saturday or Sunday nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

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

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

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

**"Sole Agency"** The only appointed agent or representative acting on behalf of the Landlord in seeking and arranging a tenancy at his property.

**"Multiple Agency"** More than one agent is appointed to act on behalf of the Landlord in seeking a Tenant and arranging a Tenancy at his property. Only the agent that actually finds the Tenant and arranges the Tenancy receives any fee.

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

**"Premium Lease"** An agreement to lease a property for a period in excess of 2 years for which a non-refundable **"rent"** called the **"premium"** is paid in advance for the full term of the lease.

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

## INTERPRETATION

Words importing one gender shall be construed as importing any other gender.

Words importing the singular shall be construed as importing the plural and vice versa.

Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.

The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

Any reference to any **Act of Parliament** includes a reference to that amended or replaced from time to time and to any subordinate legislation made.

## Summary Of Fees

Clause numbers are shown for ease of reference only. Refer to clause for full explanation of service. All fees are inclusive of VAT @ 20%.

CORE SERVICES	CLAUSE REF	FEE
Introduction Service	A1 & A2(i)	Sole Agency: 9.6% inc VAT (8% + VAT) of gross rent for first tenancy term Multi Agency: 12% inc VAT (10% + VAT) of gross rent for first tenancy term
Introduction Service Renewal	A2(ii)	6% inc VAT (5% + VAT) of gross rent for 2nd and subsequent terms
Short Lets – Sole or Multi Agency	A2(iii)	18% inc VAT (15% + VAT) of gross rent for full tenancy term subject to a minimum fee of £600.00 inc VAT (£500.00 + VAT)
Letting & Rent Administration Service	B1 & B2(i)	Sole Agency: 12% inc VAT (10% + VAT) of gross rent for first tenancy term Multi Agency: 14.4% inc VAT (12% + VAT) of gross rent for first tenancy term
Letting & Rent Administration Service Renewal	B2(ii)	Sole Agency: 12% inc VAT (10% + VAT) of gross rent for first tenancy term Multi Agency: 14.4% inc VAT (12% + VAT) of gross rent for first tenancy term
Short Lets – Sole or Multi Agency	B2(iv)	21% inc VAT (17.5% + VAT) of gross rent for full tenancy term subject to a minimum fee of £780.00 inc VAT (£650.00 + VAT)
Full Letting & Management Service	C1 & C2(i)	Sole Agency: 15.6% inc VAT (13% + VAT) of gross rent for first tenancy term Multi Agency: 18% inc VAT (15% + VAT) of gross rent for first tenancy term
Full Letting & Management Service Renewal	C2(ii)	Sole Agency: 15.6% inc VAT (13% + VAT) of gross rent for first tenancy term Multi Agency: 18% inc VAT (15% + VAT) of gross rent for first tenancy term
Short Lets – Sole or Multi Agency	C2(iv)	25% inc VAT (20.83% + VAT) of gross rent for full tenancy term subject to a minimum fee of £1020.00 inc VAT (£850.00 + VAT)
Management Only Service	D1 & D2	9% inc VAT (7.5% + VAT) of gross rent for full tenancy term subject to a minimum fee of £1200.00 inc VAT (£1000.00 + VAT)
Vacant Management Service	E1 & E2	£300.00 inc VAT (£250.00 + VAT) per month for the Standard Service
ADDITIONAL SERVICES & FEES MANAGED PROPERTIES	CLAUSE REF	FEE
Safety Check Inspections	C1(xiv) & G5	Contractor's fee only
Major Works Supervision	F1(i)	12% inc VAT (10% + VAT) of total cost of works
Additional Property Visits	F1(ii)	£90.00 inc VAT (£75.00 + VAT) per additional visit
Pre-Tenancy Works	F1(iii)	12% inc VAT (10% + VAT) of the net cost subject to a minimum fee of £180.00 inc VAT (£150.00 + VAT)

ADDITIONAL SERVICES & FEES NON MANAGED	CLAUSE REF	FEE
Memorandum of Renewal	A2(iv-c) B2(vii-c)	£72.00 inc VAT (£60.00 + VAT)
Non Managed Property Visits	F2(i)	£150.00 inc VAT (£125.00 + VAT) per visit
Safety Check Inspections	F2(ii) & G5	£54.00 inc VAT (£45.00 + VAT) each plus Contractor's fee
Deposit Reconciliation	F2(iii)	£60.00 inc VAT (£50.00 + VAT) per/part hour subject to minimum fee of £240.00 inc VAT (£200.00 + VAT)
Inventory Creation & Checks Admin	F2(iv)	£54.00 inc VAT (£45.00 + VAT) each plus Contractor's fee
Professional Clean Administration	F2(v)	£54.00 inc VAT (£45.00 + VAT) plus Contractor's fee
Security Deposit Administration	F2(vi)	£48.00 inc VAT (£40 + VAT) per annum (Introduction Service only)
Key Holding/Contractor Access	F2(vii)	£120.00 inc VAT (£100.00 + VAT) per annum PLUS £54.00 inc VAT (£45.00 + VAT) per hour or part hour plus travel costs
Safety Equipment Provision Admin	F2(viii)	£54.00 inc VAT (£45.00 + VAT) each plus Contractor fee (Introduction Service only)
ADDITIONAL SERVICES & FEES ALL SERVICE LEVELS	CLAUSE REF	FEE
In House Tenancy Agreement	A2(iv-a) B2(vii-a) C2(vii-a)	£276.00 inc VAT (£230.00 + VAT)
Own Tenancy Agreement	A2(iv-b) B2(vii-b) C2(vii-b)	£72.00 inc VAT (£60.00 + VAT)
Interior Design / Refurbishment	F3(i)	12% inc VAT (10% + VAT) of total cost of works
Legal Liaison / Court Attendance	F3(ii)	£180.00 inc VAT (£144.00 + VAT) per hour/part hour plus expenses
Tax Accounting	F3(iii)	£120.00 inc VAT (£100.00 + VAT) per annum
Courier Deliveries	F3(iv)	Charged at cost
Energy Performance Certificate	F2(viii)	Contractor's fee only
Rent Guarantee Service	F(vi)	£150.00 inc VAT (£125.00 + VAT) per annum for Introduction Service (Included free of charge for Rent Admin or Full Management Services)(conditions apply)
Provision of Valuation Letter	F3(vii)	£54.00 inc VAT (£45.00 + VAT) each
Landlord Withdrawal from Offer	H3	Expenses to maximum of £600.00 inc VAT (£500.00 + VAT)



## Curchods Lettings Confirmation Of Landlord Instruction

Please read the Terms & Conditions of Business and this Landlord Instruction form carefully.

If you have any queries please contact us immediately. When satisfied that you understand and agree to be bound by all terms and conditions stated please complete this form and return the entire document to us to confirm your instructions in order that we may commence marketing your property. Please retain the duplicate copy provided for your own records.

Re .....

(full address and postcode of property)

I/We .....

(please show full names of all registered owner/s – this is required for the Tenancy Agreement)

hereby appoint Curchods to undertake the services and make the arrangements indicated below on my/our behalf under the terms outlined in these Terms & Conditions of Business:

(tick as applicable/required)

- Introduction Service – Sole Agency: 9.6% inc VAT (8% + VAT) for first tenancy term plus a further 6% inc VAT (5% + VAT) for any renewed terms
- Introduction Service – Multi Agency: 12% inc VAT (10% + VAT) for first tenancy term plus a further 6% inc VAT (5% + VAT) for any renewed terms
- Letting & Rent Administration Service - Sole Agency: 12% inc VAT (10% + VAT) for first tenancy term plus a further 12% inc VAT (10% + VAT) for any renewed terms
- Letting & Rent Administration Service - Multi Agency: 14.4% inc VAT (12% + VAT) for first tenancy term plus a further 14.4% inc VAT (12% + VAT) for any renewed terms
- Full Letting & Management Service - Sole Agency: 15.6% inc VAT (13% + VAT) for first tenancy term plus a further 15.6% inc VAT (13% + VAT) for any renewed terms
- Full Letting & Management Service - Multi Agency: 18% inc VAT (15% + VAT) for first tenancy term plus a further 18% inc VAT (15% + VAT) for any renewed terms
- Management Only Service - 9% inc VAT (7.5% + VAT) subject to minimum fee of £1440.00 inc VAT (£1200 + VAT)
  
- Vacant Management Service - £300.00 inc VAT (£250.00 + VAT) per calendar month for Basic Service

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

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

- Gas Safety Check
- Electrical Safety Check
- Smoke Alarm Installation
- Carbon Monoxide Alarm Installation

**Please arrange the following:**

- Preparation of Curchods' Tenancy Agreement - **£276.00** inc VAT (£230.00 + VAT)
- Creation of Inventory of Schedule & Condition (Contractors fee payable by Landlord) + **£54.00** inc VAT (£45.00 + VAT) each **where we are not instructed to Manage the property.**
- Creation of Energy Performance Certificate (Contractors fee payable by Landlord)
- Pre-Tenancy Works (Managed properties only) 12% inc VAT (10% + VAT) of the net cost subject to a minimum fee of £180 inc VAT (£150 + VAT) (Contractors fee payable by Landlord)

Initials

I/WE hereby warrant that:

- I/We are the legal owners and all interested parties have or will be notified of our intention to let the above property and any necessary consents obtained. See G2(i) and (ii) and (iii)
- I/We are not aware of any building or planning permission in the area that might affect the tenancy and confirm that we will immediately notify Curchods and the Tenant in the event that I/we become aware of such.
- I/We consider the property and any common areas to be safe and there are no major repairs, construction or maintenance works of which I/we are aware due to be carried out to the property or any of the adjoining properties, apart from those already notified to Curchods.
- Where the property and tenancy is an HMO (House in Multiple Occupancy) the local authority has or will be notified and any required license obtained and I/we will provide Curchods with all related information.
- All furniture and furnishings in the property and included in the letting fully comply with the requirements of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. See G5(i)
- All gas appliances or installation pipework (where applicable) in the premises fully comply and will be checked in accordance with the requirements of the Gas Safety (Installation and Use) Regulations 1998. See G5(ii)
- The property complies or will comply with the requirements of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the tenancy. See G5(iii)
- All electrical installations and appliances in the property fully comply with the requirements of The Electrical Equipment (Safety) Regulations 1994. See G5(iv)

and indemnify Curchods in respect of all proceedings, claims, losses, costs and expenses which they may suffer or incur as a result of any breach of this Warranty.

**Signed Confirmation**

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

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

Date: .....

Address: .....

Postcode: .....

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

Tel Work: ..... Fax: .....

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

**You must notify us immediately if the above address changes.** See G7(iii)

Statements will be sent to the above address unless otherwise instructed. Address for Statements (if different to above)

.....

.....

**Residency Status:** If you are an Overseas Resident we will deduct tax from your rental income unless we are provided with Exemption Approval by HM Revenue & Customs. Please confirm below whether you are going to be resident overseas during the period of the Tenancy and provide the address if different from the one shown above. See G3

- I / We confirm that I / we shall be resident in the **United Kingdom** during the Tenancy
- I / We confirm that I / we shall be resident **outside the United Kingdom** during the Tenancy

**You must notify us if your residency status changes at any time during the Tenancy.**

**Notice of the Right to Cancel**

Where this contract is signed by a consumer client during a visit by us to your home or place of work or any other place away from our business premises, the client has a right to cancel the contract as outlined in this document under Clauses H11 and H12.