



## Terms Of Business

This Agreement contains the Terms and Conditions of Business agreed between the Landlord and Burns & Webber. The Landlord should read this Agreement carefully. By signing this Agreement the Landlord accepts the Terms and Conditions set out in this Agreement together with the attached brochure ("the Brochure") which forms part of the Agreement and sets out the full details of each Service, the rights and obligations of both parties in the Agreement and the Brochure; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement and the Brochure the word "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy on it. The word "Property" means the property address shown below;

Re

Address Of Property:

I / we

(full names of all registered owner/s):

hereby appoint Burns & Webber to undertake the services and make the arrangements indicated below on my/our behalf under the terms outlined in these terms of business.

### The Conditions Of The Agreement

#### Introduction

Burns & Webber Estate Agents specialise in providing a professional service to landlords and tenants. Burns & Webber is the trading name of Simpsons Estate Agents Limited.

Fees and expenses are shown in the attached Summary of Fees.

Burns & Webber will provide the following Services:

#### Rent Collection Service

##### 12% + VAT (14.4% Inclusive of VAT)

1. Advise on possible market rent achievable in current market conditions and the statutory obligations with which the Landlord must comply;
2. Advertise the Property;
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising where suitable, erection of a marketing board to the exterior of the Property in line with local conservation regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board;
4. Introduction of a prospective tenant and negotiating terms between the parties;
5. Take up references on the Landlord's behalf including all Right to Rent checks under the Immigration Act 2014 and the Immigration Act 2016 using a reference agency and forwarding them to the Landlord for approval. If Burns & Webber do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers at the Property to comply with the Right to Rent checks. Burns & Webber have no liability if the Landlord fails to comply with his statutory responsibilities;



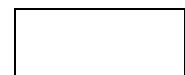
6. Arrange an inventory ("the Inventory") on behalf of the Landlord and the Check In of the Inventory with the applicant ("the Applicant"). The cost of compiling the Inventory and the Check In and Check Out is borne by the Landlord.
7. Draft the tenancy agreement ("the Tenancy Agreement");
8. Protect the security deposit ("the Deposit") through the TDS if the Tenancy is an Assured Shorthold Tenancy ("AST") and serve the relevant prescribed information on the Tenant if Burns & Webber hold the Deposit. If the Landlord holds the Deposit Burns & Webber will arrange to transfer the Deposit to the Landlord, subject to Burns & Webber receiving confirmation of deposit protection registration from the Landlord. It will be the responsibility of the Landlord to serve the prescribed information and any other documents on the Tenant. Burns & Webber have no liability if the Landlord fails to do so;
9. Collect Rent on the Landlord's behalf;
10. In the absence of receiving the Rent we will send rent demand letters to the Tenant;
11. Upon receipt of the Rent we will forward the funds by BACs transfer to your nominated bank account.
12. You should arrange a facility with your bank to ensure that all outgoings are covered and to allow change of a rent payment date, void periods or non-payment of the Rent;
13. We will prepare regular statements of account to you and/or a nominated person;
14. Advise the Landlord if any arrears arise. Burns & Webber cannot take Court proceedings on the Landlord's behalf;
15. It is the Landlord's responsibility to notify the utility companies (gas, water, electricity, if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy;
16. As the Agent, Burns & Webber is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences.
17. Supply keys to the tenant and have additional sets cut if necessary at an additional charge to the Landlord;
18. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord and provided the relevant instructions and documents are received;
19. Prior to the end of the initial term of the Tenancy, we will ascertain the intentions of both parties and negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation. You should be aware our fees remain payable even if we do not act on your behalf while the tenant remains in the Property or until the chargeable period expires as outlined in these terms. Should the Tenancy become periodic, fees will remain payable for the period.
20. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord;
21. It is the Landlord's responsibility to arrange repairs if Burns & Webber do not manage the Property.
22. It is the Landlord's responsibility to negotiate any deductions from the Deposit. Burns & Webber will not negotiate on the Landlord's behalf;

## **Full Management Service**

14% + VAT (16.8% Inclusive of VAT)

In addition to the Rent Collection Service Burns & Webber will do the following:

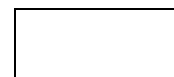
1. Notify the utility companies (gas, water, electricity, if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy provided Burns & Webber have been given full details of the accounts held and if the supplier will accept our instructions;
2. Collection of Rent as above;



3. Pay out of the Rent received, any agreed outgoings such as service charges and/or maintenance charges and account to you regularly, provided that we are duly notified in advance of any regular outgoings and the demands/invoices are subsequently forwarded to us;
4. Handle all maintenance issues.
5. Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord and offset against the monthly rent where applicable.
6. Arrange visits to the Property approximately two times a year provided the Tenant grants access; Burns & Webber will inform the Landlord if access is refused and await further written instructions;
7. Arrange all repairs up to a limit of £416.67 + VAT (£500.00 Inclusive of VAT) without consent if cleared funds are held. No liability arises if no funds are held;
8. Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
9. Arrange a Check Out of the Inventory of the Property by an inventory clerk at the end of the Tenancy. Please note, that for all new tenancies post 1st June 2019, all costs associated with the Inventory Check In and Check Out will be payable by the Landlord.
10. Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit; including forwarding any adjudication to TDS if relevant should a dispute arise unless either party disagrees;
11. Prepare the documents for adjudication if requested but subject to an additional charge;
12. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
13. Endeavour to obtain a forwarding address from the Tenant;
14. Burns & Webber can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;
15. The Management Service can be terminated by giving one months' notice in writing. However commission and fees for the Letting and Rent collection remain payable while the Tenant or an associated person occupies the Property. For the avoidance of doubt, should the Landlord wish to cancel our management service they will automatically revert to our rent collection service. In doing so the Landlord agrees to pay the fees applied to this service, being 12% + VAT, for the duration of the initial term of the tenancy and any renewal or continuation thereafter.

## Landlords Undertakings

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses and costs;
2. Provide keys to us for the purpose of viewings;
3. Agree we may appoint a sub agent if this helps to let the Property; subject to the Landlords written consent.
4. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if Burns & Webber do not manage the Property. Burns & Webber has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to Burns & Webber for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later;
6. Provide a copy of the head lease to ensure the Tenant complies with any conditions;
7. Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions;



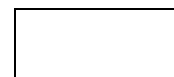
8. Comply with all safety regulations regarding electricity, gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations;
9. Compensate Burns & Webber for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of Burns & Webber;
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent). Failure to do so means basic rate tax will be deducted from all rent payments by Burns & Webber;
11. Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy;
12. Not to discriminate against any applicant, tenant or any employee of Burns & Webber. If discrimination occurs Burns & Webber can give immediate written notice to terminate the Agreement;
13. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property;
14. To determine whether you need a property licence and obtain such a licence;

## Deposit

Burns & Webber hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the Tenancy Deposit Scheme ("TDS"). Full details of the TDS can be provided by Burns & Webber together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

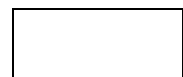
## General Conditions Of Business

- (i) This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it;
- (ii) The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for Burns & Webber will be the address specified upon page one of the Tenancy Agreement;
- (iii) We trade as a Limited Company registered at Companies House (Reg no 2430843). The VAT number is 584334329.
- (iv) We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk))
- (v) Ombudsman Scheme ([www.surveyors-ombudsman.org.uk](http://www.surveyors-ombudsman.org.uk)) and our registration number is: N00476  
We are members of the Association of Residential Lettings Agents and subscribe to their Code of Conduct;
- (vi) The service of notices on either party will be by hand delivery, or first class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the email address of either party provided from time to time. The address for service for the Landlord and Burns & Webber will be those specified in the Tenancy Agreement;
- (vii) The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Burns & Webber or their employees;
- (viii) The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of Burns & Webber even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Burns & Webber for the acts or omissions of any of their partners, consultants, employees or agents;
- (ix) Burns & Webber and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations"). Statements must be factually correct in all communications and Burns & Webber

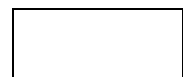


must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties;

- (x) We reserve the right to assign the rights and or obligations under this Agreement;
- (xi) We reserve the right to vary the terms of this Agreement by giving the Landlord one month's written notice;
- (xii) We may vary this Agreement by informing the Landlord in writing;
- (xiii) The Landlord is responsible for paying Commission at the rates shown in the Summary of Fees including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Burns & Webber; sight of any marketing or advertising material produced by Burns & Webber; or by Burns & Webber instructions; by way of an introduction from an existing occupier for whom Burns & Webber has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Burns & Webber and the Landlord. All charges and fees are shown inclusive of VAT;
- (xiv) Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Burns & Webber is the effective cause; and for the period of time of any such renewal, extension or continuation of the Tenancy on the conditions outlined in these terms.
- (xv) There have been a number of incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to 10 addresses with the Land Registry including an email address and an address abroad. Burns & Webber strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on [www.gov.uk/protect-land-property-from-fraud](http://www.gov.uk/protect-land-property-from-fraud) which provides guidance notes and access to the relevant form.
- (xvi) Our Privacy Policy is shown on our website and covers how we will treat your personal data in accordance with the General Data Protection Regulations 2018.
- (xvii) We will retain the Landlord's details for statutory purposes for six years.
- (xviii) Any interest accrued on monies that Burns & Webber hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs;
- (xvx) Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
- (xx) If the Landlord signs this contract away from the offices of Burns & Webber under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Burns & Webber of their decision to cancel this contract by post to the address of the relevant Burns & Webber branch, or email to [admin@Burns & Webber.com](mailto:admin@Burns & Webber.com). The Landlord may use the Cancellation Notice below before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Burns & Webber is informed about the decision to cancel this contract. Under the Cancellation Regulations Burns & Webber cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Burns & Webber begin the service in writing by signing below.
- (xxi) We will photograph your property, prepare and circulate marketing material both directly to generate potential interest and for general marketing purposes. If you would prefer us not to do so, please inform your local office.

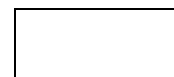


- (xxii) To Let / Let By Board - We reserve the right to erect a To Let/Let By board for each instruction unless instructed otherwise.
- (xxiii) If the tenant agrees to purchase the property the landlord agrees to pay Burns & Webber a fee of 1.5% (1.8% inclusive of VAT) upon completion of the sale. This fee is payable in recognition of the introduction of the tenant who has ultimately become the purchaser. In addition Burns & Webber will use best endeavours to vet the tenant's financial ability to proceed and progress the transaction to completion. The landlord agrees to notify Burns & Webber at the outset of any direct negotiations with the tenant.
- (xxiv) We are members of the Property Ombudsman scheme and should you wish to see the code of practice we follow, please visit [www.tpos.co.uk/images/documents/rules-codes-obligations/residential-letting-agents/](http://www.tpos.co.uk/images/documents/rules-codes-obligations/residential-letting-agents/)
- (xxv) Upon signing this agreement, the Landlord consents to be contacted by our third party referencing company regarding additional services such as Rent Protection and Legal cover. Landlords can opt out at any time by informing Burns & Webber in writing.



# Summary Of Fees

SERVICES	FEE
Rent Collection Service	Sole Agency: 12% +VAT (14.4% inclusive of VAT) of the gross rent for full tenancy term
Rent Collection Service Renewal	12% +VAT (14.4% inclusive of VAT) of gross rent for 2nd and subsequent terms
Full Management Service	Sole Agency: 14% +VAT (16.8% inclusive of VAT) of the gross rent for full tenancy term
Full Management Service Renewal	14% +VAT (16.8% inclusive of VAT) of the gross rent for full tenancy term
Management Only Service	7.5% +VAT (9% inclusive of VAT) of the gross rent for full tenancy term subject to minimum fee of £1440.00 (inclusive of VAT)
Vacant Management Service	£250.00 +VAT (£300.00 inclusive of VAT) per month
ADMINISTRATION CHARGES (ALL TENANCIES)	FEE
Administration Fee (To include creating tenancy agreements, referencing, credit checks, right to rent checks, deposit registration and pre-tenancy checks)	£299.00 +VAT (£358.80 inclusive of VAT)
Renewal Agreement Fee	£99.00 +VAT (£118.80 inclusive of VAT)
OPTIONAL SERVICES & FEES MANAGED PROPERTIES	FEE
Inventory Checks	Inventory Check costs vary on size of property. Please check with your local branch for up-to-date pricing information from third party suppliers. Should a Tenancy not proceed for any reason, any inventory costs incurred must be met by you.
Serving of Notices	£150.00 +VAT (£180.00 inclusive of VAT) will be charged
OPTIONAL SERVICES & FEES GENERAL	FEE
Legal Liaison / Court Attendance	£200.00 +VAT (£240.00 inclusive of VAT) will be charged
Tax Accounting	£200.00 +VAT (£240.00 inclusive of VAT) per annum
Courier Deliveries	Charged at cost
Additional Copies of Statements	£7.00 +VAT (£8.40 inclusive of VAT) each
Energy Performance Certificate	Contractor's fee only
Landlord Withdrawal from Offer	Expenses to maximum £500.00 +VAT (£600.00 inclusive of VAT)
Fees for tenant purchase of property	1.5% (1.8% inclusive of VAT) upon completion of the sale
Change of ownership (mid-tenancy)	£299.00 +VAT (£358.80 inclusive of VAT)
Formulating deposit adjudication claim	£120 +VAT (£144 inclusive of VAT)



I/we wish Burns & Webber to begin marketing the Property immediately and require and agree on the following service: (tick as applicable/required)

#### RENT COLLECTION SERVICE

☐ Sole Agency: 12% +VAT (14.4% inclusive of VAT) for first tenancy term and 12% +VAT (14.4% inclusive of VAT) for any renewed terms (fixed or periodic).

#### FULL MANAGEMENT SERVICE

☐ Sole Agency: 14% +VAT (16.8% inclusive of VAT) for first tenancy term and 14% +VAT (16.8% inclusive of VAT) for any renewed term (fixed or periodic).

#### MANAGEMENT ONLY SERVICE

☐ 7.5% +VAT (9% inclusive of VAT).

#### VACANT MANAGEMENT SERVICE

☐ £250.00 +VAT (£300.00 inclusive of VAT) per calendar month.

Notes on any special arrangements

## Signed Confirmation

Signed:	<input type="text"/>	Full Name:	<input type="text"/>
Signed:	<input type="text"/>	Full Name:	<input type="text"/>
Address:	<input type="text"/>		
Postcode:	<input type="text"/>		
Telephone:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		
Invoice Address (if different from above)	<input type="text"/>		
Postcode	<input type="text"/>		

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.

☐ 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



# A Guide To Our Services



This Guide forms part of the Agreement between Burns & Webber and the Landlord and is binding on both parties. "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy of it. The word "Property" means the Property address as stated in the Agreement.

## Introduction

Burns & Webber is able to assist landlords and tenants providing full information on all aspects of letting, renting and providing a professional service to aid in enhancing the whole experience. The company is a specialist in Residential Sales, Lettings and Property Management. We offer a comprehensive service for both Managed and Rent Collection properties. General details of the Services offered by us are shown in the Schedules below:

- A. Rent Collection Service
- B. Full Management Service
- C. Management Only Service
- D. Vacant Management Service
- E/F. Additional Fees and Services
- G. Legal Requirements and Landlord Obligations

## General information for Letting and Managing Services

### Types of Tenancy

You will need to grant a Tenancy for a term of at least six months. An Assured Shorthold Tenancy Agreement ("AST") will be used in most cases. If the Property is due to be let to a company; or where the annual rent exceeds £100,000 per year, the Tenancy will fall outside the scope of the Housing Act and will be a non-Housing Act Tenancy under common law which imposes slightly less legislation on the Landlord.

If the Tenancy is an AST the Landlord cannot give Notice until after the end of the first four months which means the Notice cannot expire any earlier than after the first six months of the Tenancy by giving the Tenant the Notice under Section 21 (Form 6A) of the Housing Act 1988. The notice period must be for a minimum of two months plus allowing time for service which means delivering or sending it to the Tenant. The Section 21 notice only has a shelf life of 6 months from the time of serving. This condition would also apply if the Landlord chooses to use a break clause ending the Tenancy early for general or specific reasons provided the Tenancy Agreement includes the relevant clause. The Landlord must inform Burns & Webber in writing if he wishes such a clause included. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property. An AST is the default Tenancy if the rent is £100,000 or less per year. The Landlord cannot exclude the protection the tenant gains under the law including protection of the Deposit.

Where the rent is more than £100,000 per year the Tenancy will be a Non Housing Act Tenancy. In order to end the Tenancy prior to the end of the fixed term this may only be done where the Landlord has opted to include a break clause within the Tenancy Agreement. The Landlord must inform Burns & Webber in writing if they wish for such a clause included. If there is no break clause and the Landlord wishes the Tenancy to end in line with the end of the fixed term or if it becomes periodic, a Notice to Quit can be served. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property.

A corporate tenant (meaning a company often a PLC) takes the Property in their name and installing occupiers to reside in it. Such organisations often require a Property for up to three years. In such a case the Tenancy would generally be for an initial term of 12 months, with an option (that means the legal right to renew) for a further 12 months at the end of the first year and a similar option in the third year. The means of obtaining possession if any issues arise is through the Court procedure but the Landlord has got a simpler method of obtaining possession in that

the notice period (which is not strictly required at the end of the fixed term) is a minimum of one month depending upon the terms of the Tenancy and the period the rent is paid.

When acting on your behalf Burns & Webber may appoint a sub-agent. This does not cost any additional fees and may ensure that the Property is let quickly.

## A. RENT COLLECTION SERVICE

Sole Agency: 12% + VAT (14.4% inclusive of VAT)

### A1. ON THIS LEVEL OF SERVICE WE WILL:

- (i) Market the property as we consider appropriate and accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy.
- (iii) Apply for references on the Tenant as appropriate. This will usually be via the services of a Credit Referencing Agency. The Landlord consents to being contacted by the third party referencing agency regarding additional services such as Rent Guarantee and Legal cover for the proposed tenancy.
- (iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties.
- (v) We will hold the Tenant's security deposit as Stakeholder. 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. 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.
- (vi) Demand and receive rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your bank, less our fees and any other appropriate deductions.
- (vii) Prior to the end of the initial term of the Tenancy we will ascertain the intentions of both parties and negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation.
- (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. The serving of any notices upon the tenant that are not included within a Landlords Legal Expenses Evictions Cover with Rent Recovery Protection Cover will be charged at £150.00 + VAT (£180.00 Inclusive of VAT).
- (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, disburse the deposit as instructed and confirmed in writing by both parties, and where applicable in accordance with the Compulsory Tenancy Deposit Protection Scheme.

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.

### A2. RENT COLLECTION SERVICE FEES

#### (i) Rent Collection Service Commission

Our commission is 12% + VAT (14.4% inclusive of VAT) of 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.

#### (ii) Rent Collection Service Renewal Fee

The commission fee of 12% + VAT (14.4% inclusive of VAT) for sole agency instructions 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.

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

(iii) Tenancy Agreements

(a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement, referencing, credit checks, right to rent checks, deposit registration and pre-tenancy checks prior to the commencement of the Tenancy, a fee of £299.00 + VAT (£358.80 inclusive of VAT) is payable by the Landlord.

(b) 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 £99.00 + VAT (£118.80 inclusive of VAT) is payable by the Landlord.

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

## B. FULL MANAGEMENT SERVICE

Sole Agency: 14% + VAT (16.8% inclusive of VAT)

B1. ON THIS LEVEL OF SERVICE, WE WILL:

- (i) Market the property as we consider appropriate and accompany prospective Tenants on viewings.
- (ii) Report all offers received and negotiate acceptable terms for the Tenancy.
- (iii) Apply for references on the Tenant as appropriate. This will usually be via the services of a Credit Referencing Agency. The Landlord consents to being contacted by the third party referencing agency regarding additional services such as Rent Guarantee and Legal cover for the proposed tenancy.
- (iv) Prepare or administer on your behalf an appropriate Tenancy Agreement to be signed by both parties.
- (v) Arrange for a professional Inventory and Schedule of Condition of the property by an independent inventory firm and check the Inventory at the commencement and end of the Tenancy.

A professionally prepared Inventory is recommended for all Tenancies in order to comply with Compulsory Tenancy Deposit Protection regulations.

The cost of the Inventory and Check In is payable by you. For Tenancies commencing post 1st June 2019, the Inventory Check Out is also payable by you.

Inventory Check costs vary on size of property. Please check with your local branch for up-to-date pricing information from third party suppliers. Should a Tenancy not proceed for any reason, any inventory costs incurred must be met by you.

- (vi) We will hold the Tenant's security deposit as Stakeholder. 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.

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.

- (vii) Demand and receive rent from the Tenant on your behalf (unless otherwise instructed), and forward this to your bank, less our fees and any other appropriate deductions.
- (viii) Arrange to visit the property approximately twice per year. Access is subject to arrangement with the Tenant. 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.

- (ix) 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.

Should rent be paid in advance (exceeding one months rent) then Property Management reserve the right to retain a larger float and we will advise the landlord of our intention to do so.

- (x) Arrange for the remedy of defects which come to our notice or are brought to our attention by the Tenant and deal with routine repairs up to a maximum cost of £416.67 + VAT (£500.00 inclusive of VAT) per item.
- (xi) Obtain and submit estimates to you, unless in the case of an emergency, for any necessary works which are liable to cost more than £416.67 + VAT (£500.00 inclusive of VAT).

Works over £416.67 + VAT (£500.00 inclusive of VAT) which require supervision will attract an additional supervisory fee.

- (xii) 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 placed in funds and you have instructed the relevant authorities to forward demands for payment to us.

- (xiii) Arrange for the necessary inspections, and any resultant maintenance and repairs required under the safety regulations. All contractors charges will be payable by the Landlord.
- (xiv) Submit regular detailed statements of account to you relating to all transactions undertaken on your behalf.
- (xv) Prior to the end of the initial term of the Tenancy we will ascertain the intentions of both parties and negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation.
- (xvi) Prior to the end of the agreed term of the Tenancy, serve any appropriate notices if instructed to do so by the Landlord. The serving of any notices upon the tenant that are not included within the Landlords Legal Expenses Evictions Cover with Rent Recovery Protection Cover will be charged at £150.00 + VAT (£180.00 Inclusive of VAT).
- (xvii) Negotiate any required and agreed extension or renewal of the Tenancy and prepare the relevant documentation.
- (xviii) At the end of the Tenancy, upon receipt of the inventory Check Out report, calculate 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 prior to releasing any balance of the deposit monies.
- (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.

## **B2. FULL MANAGEMENT SERVICE FEES**

- (i) Full Management Service Commission

Our commission is 14% + VAT (16.8% inclusive of VAT) for sole agency instructions, of 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.

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

- (ii) Full Management Service Renewal Fee

The commission fee of 14% + VAT (16.8% inclusive of VAT) 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) Tenancy Agreements

(a) At the start of the Tenancy

For negotiating and preparing our in-house Tenancy Agreement, referencing, credit checks, right to rent checks, deposit registration and pre-tenancy checks prior to the commencement of the Tenancy, a fee of £299.00 + VAT (£358.80 inclusive of VAT) is payable by the Landlord.

(b) 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 £99.00 + VAT (£118.80 inclusive of VAT) is payable by the Landlord.

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

(iv) Termination of Management Service

The Management Service may be terminated by either party serving advance written notice of one month which will expire at the end of the Tenancy Term or after the expiration of one calendar month whichever is the soonest.

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 Rent Collection Service as above shall remain due and payable.

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.

## C. MANAGEMENT ONLY SERVICE

7.5% +VAT (9% inclusive of VAT)

C1. If you wish we can Manage or continue to Manage your property, 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.

C2. MANAGEMENT SERVICE ONLY FEES

(i) Our commission for this service is 7.5% + VAT (9% inclusive of 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 + VAT (£1440.00 inclusive of 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. This float is to deal with any necessary repairs and maintenance.

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

Should the tenant pay rent in advance (quarterly, six monthly or annually) then Burns & Webber reserves the right to retain a higher float and shall inform the Landlord in writing of our intention to do so.

## D. VACANT MANAGEMENT SERVICE

£250.00 per calendar month + VAT (£300.00 inclusive of VAT)

Our Full Management Service does not apply when the property is not let.

The Vacant Management Service is offered for properties which are vacant before or between tenancies, awaiting Landlord re-occupation or awaiting completion of sale. Such properties, if unattended for long periods, may be vulnerable to occupation by squatters.

The Vacant Management Service will ensure that the property is attended regularly during inoccupation. Please note that 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.

This Service can only be provided for those properties where we are the only key-holder.

### D1. FOR THIS SERVICE WE WILL:

- (i) Visit the property at least once per month to conduct a visual check on the condition and provide a photographic report with evidence of the visit.
- (ii) If requested, we will take meter readings and provide to relevant utility companies on the condition that all relevant contact and account information has been provided. It is the Landlords responsibility to ensure they have informed their utility providers that Burns & Webber can discuss and update their accounts.
- (iii) Arrange for the remedy of defects noted and deal with minor repairs up to a maximum cost of £416.67 + VAT (£500.00 inclusive of VAT) per item on the strict condition that a £500.00 float is held.
- (iv) Pay outgoings and charges in respect of the property including rates and utility bills if instructed by the Landlord in writing.

### D2. VACANT SERVICE MANAGEMENT FEE

- (i) Our basic fee is £250.00 per calendar month +VAT (£300.00 inclusive of VAT), payable in advance.
- (ii) A float of £500.00 will be required prior to commencement of the service, which must be maintained throughout the period of the service.
- (iii) Any further duties requested would be subject to additional charges to be separately negotiated.

### D3. TERMINATION OF VACANT MANAGEMENT

The Vacant Management Service may be terminated by either party serving advance written notice of one month which will expire after the expiration of one calendar month.

At the expiry of such notice you will no longer be liable for the proportion of the fee relating to the Vacant Management service.

In the event that either party terminates the Vacant 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.

## E. ADDITIONAL FEES AND SERVICES – (FULLY MANAGED PROPERTIES)

Please note, the below are only chargeable if instructed by you with written consent.

### (i) Additional Managed Property Visits

If additional property visits are required this can be arranged subject to a charge of £75 + VAT (£90.00 inclusive of VAT) per visit.

### (ii) Serving of Notices

The serving of any notices upon the tenant that are not included within the Legal Expenses Evictions Cover will be charged at £150.00 + VAT (£180.00 Inclusive of VAT).

## F. ADDITIONAL SERVICES AND FEES APPLICABLE TO ALL LEVELS OF SERVICE

Please note, the below are only chargeable if instructed by you with written consent.

### (i) Legal Liaison / Court Attendance

Any legal proceedings must be instituted by the Landlord and all costs are the responsibility of the Landlord. Additional court visits and Legal liaison that are not included within a Landlords Legal Expenses Eviction Cover will be charged at £200.00 + VAT (£240.00 Inclusive of VAT). This will include instances where we are required by you to liaise with solicitors, arbitrators or barristers or attend court on your behalf.

### (ii) Tax Accounting

If you are resident overseas and fail to apply for Exemption or if you are refused Exemption and we are obliged to submit quarterly returns to HM Revenue & Customs, we will make a charge of £25.00 + VAT (£30.00 inclusive of VAT) per quarterly returns and a further £100 + VAT (£120 inclusive of VAT) per annum for a Year End Submission.

### (iii) Copy of Statements

Statements are issued to Landlords as we receive rent. Where we are required to forward additional copies to your accountants or other professional advisors, there will be an administration charge of £7.00 + VAT (£8.40 inclusive of VAT) for each statement.

### (iv) Energy Performance Certificate Administration

If instructed we will arrange on your behalf for the creation of an Energy Performance Certificate 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.

### (v) Change Of Ownership (mid-tenancy) Amendments

Should the Landlord sell the property during the tenancy then, upon exchange of contracts, the Landlord agrees to pay an additional administration fee being £299.00 +VAT (£358.80 inclusive of VAT) to Burns & Webber in order for the appropriate tenancy documents to be created and reissued in the new Landlords' name upon completion of the sale.

### (vi) Formulating Deposit Adjudication Claim

Should the Landlord wish to make a claim on the tenants deposit at the end of the tenancy via the TDS (Tenancy Deposit Scheme) dispute service, the Landlord will pay an administration fee of £120.00 +VAT (£144.00 inclusive of VAT) to Burns & Webber for submitting any claim for adjudication.

## G. LEGAL REQUIREMENTS AND LANDLORD OBLIGATIONS

### 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. OWNERSHIP

By signing the Agreement the Landlord confirms ownership of the Property.

### G3. INCORRECT INFORMATION

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

### G4. CONSENT TO LET AND LEASEHOLD PROPERTY

Approval to let a Property is often a requirement of any mortgage. The Landlord must provide Burns & Webber with any conditions of the lender prior to the Tenancy Agreement being drawn up. Conditions cannot be added at a later date. In addition if the Property is leasehold the freeholder or the managing agent may require details of any potential letting. The owner must ensure that any lender, freeholder, managing agent or other relevant party's permission has been obtained before entering into a Tenancy. Various periodical payments may arise for a leasehold property. It is the responsibility of the Landlord to pay them. Burns & Webber take no responsibility for payments unless a separate written contract has been concluded with the Landlord to make Burns & Webber responsible to make payments if funds are held. If no funds are held Burns & Webber have no liability for any losses suffered by the Landlord.

#### G5. INSURANCE

The Landlord is responsible for making their own arrangements to insure both the building (unless it forms part of the service charges payable for the Property and any contents left in the Property including, but not limited to, carpets and curtains. It is strongly advised that the Landlord's insurance policies include comprehensive public liability insurance cover in case of a claim from a Tenant or other third party. The Tenant must be made aware of any special conditions of the Landlord's insurance policy with which they must comply. Copies of the relevant sections of the policy should be given to Burns & Webber prior to the start of the Tenancy. It is important that the insurance company is aware that the Property will be rented out otherwise any claim may be refused and the policy rendered void. The Tenant will be responsible for insuring their own contents.

#### G6. GARDEN

It is the Tenant's responsibility to maintain the garden (if applicable) in a neat and tidy condition and ensure the lawns are cut regularly throughout the term of the Tenancy. The Landlord should ensure that the garden, if applicable, is in good seasonal condition at the start of the Tenancy, details of which to be shown in the Inventory and Schedule of Condition.

#### G7. RENT

- (i) The rent will be charged as shown in the Tenancy Agreement and will be due on the same date of each agreed period payable in advance. Rent is paid by Burns & Webber to the Landlord after the rent payment date to allow for monies to clear in the bank account of Burns & Webber. No interest will be paid to the Landlord on either rent or deposit monies held. The Landlord should arrange a facility with his bank to ensure that outgoings are paid allowing for change of rent payment date, void periods or non-payment of rent.
- (ii) Burns & Webber undertake to pay rent received to you net of deductions within 5 - 7 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. We will always endeavour to make payment of your rent via BACS as soon as is practically possible.

#### G8. INVENTORY AND SCHEDULE OF CONDITION

Prior to the start of the Tenancy Burns & Webber will instruct an inventory clerk to produce a full Inventory and Schedule of Condition at the Landlord's expense unless informed in writing not to do so. Subject to fair wear and tear a Landlord should expect the Property to be returned in a condition similar to that as described in the Inventory and Schedule of Condition. At the end of the Tenancy a Check Out will be conducted by the inventory clerk who will then produce a damage report. If the Landlord does not have a comprehensive Inventory it may not be possible to prove any damage therefore no compensation would be recoverable from the Deposit. The Property should be cleaned thoroughly prior to the Inventory and Schedule of Condition taking place. Inventory Check costs vary on size of property. Please check with your local branch for up-to-date pricing information from third party suppliers. Should a Tenancy not proceed for any reason, any Inventory costs incurred must be met by you.

The cost of the Inventory make and Check In is payable by you. For Tenancies commencing post 1st June 2019, the Inventory Check Out is also payable by you.

#### G9. LANDLORD REPAIRING AND DECORATION OBLIGATIONS

Landlords are responsible for repairs to the Property and equipment which result from wear or maintenance requirements rather than abuse by the Tenant. The Landlord is responsible for the exterior decoration of a



Property although this may be arranged through the manager of the building if the Property is a flat and charged through service charges. In such circumstances the Landlord will pay for the maintenance and decoration of common parts through service charges. The Tenant must contact either Burns & Webber or the Landlord to obtain consent before carrying out any redecoration or changes to the Property except in an emergency. Burns & Webber do not arrange repairs if the Property is not managed. If Burns & Webber manage the Property and instruct a contractor to carry out repairs Burns & Webber will give orders to the contractor as the agent of the Landlord. The Landlord is liable for the payment to the contractor.

#### G10. TAXATION/OVERSEAS LANDLORDS

The Landlord will be liable for tax on income arising from letting the Property and must inform Her Majesty's Revenue and Customs ("HMRC") that the Property is being let. The following points should be noted:

- (i) General: Many costs incurred by the Landlord can be off-set against income tax including the commission of Burns & Webber and other expenses. It is in the Landlord's best interest to seek qualified advice from a tax adviser, or an accountant. Further information is also obtainable from the website of Her Majesty's Revenue and Customs ("HMRC") on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). It is the legal duty of all landlords to ask HMRC for a Tax Return including the relevant schedules for residential lettings;
- (ii) Landlords overseas: From 6 April 1996 letting agents, (or the tenant where there is no rent collection agent), acting for a non-resident landlord must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year i.e. 30 June, 30 September, 31 December and 31 March. Letting agents and tenants do not have to deduct tax from the rental income of a non-resident Landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply to HMRC for approval to receive their UK rental income with no tax deducted or complete the forms on the website above which can be found by going to the HMRC link: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent)

Approval from HMRC does not exempt the Landlord from paying tax on rental income it merely allows the Landlord to receive his income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If Burns & Webber has to retain tax from the rental income and pass it to HMRC on the Landlord's behalf an administration charge will be made.

- (iii) The Landlord must notify Burns & Webber of his residency prior to the start of the Tenancy. The Landlord must advise Burns & Webber of their residency prior to the start of the Tenancy. Burns & Webber advise the Landlord to obtain an approval number from Her Majesty's Revenue and Customs ("HMRC") if they are not resident in the UK for more than six months in the tax year; otherwise legally the Tenant or Burns & Webber may have to deduct tax at basic rate from the rent before forwarding the rent to the Landlord and pass it to HMRC on the Landlord's behalf. Further details can be obtained from the HMRC link which is: [www.gov.uk/tax-uk-income-live-abroad/rent](http://www.gov.uk/tax-uk-income-live-abroad/rent)

#### G11. UTILITIES

- (i) Water Rates including sewerage and environment charges: The Tenant will be responsible for the water rates whether metered or not. Burns & Webber will inform the relevant water authority to produce a final account for the Landlord at the start of the Tenancy if Burns & Webber manage the Property, provided the Landlord has given Burns & Webber the name and address of the supplier and the account number, and change the details into the Tenant's name, providing the supplier will accept details from the Agent or unless it is otherwise agreed in writing that the Tenant will notify the suppliers. If Burns & Webber do not manage it is the responsibility of the Landlord to terminate any accounts held in their name. The Landlord should be aware that the Flood and Water Management Act 2010 states that if a forwarding address is not provided for the Tenant then the Landlord may be liable for the final water bill. Currently this section of the Act is not enforceable but it may become law at any time. If Burns & Webber do not manage the Property then the liability to ensure that a final address is given to the water company falls on the Landlord.
- (ii) Telephone: The Landlord must inform telephone companies and request a final account. Usually telephone companies, especially BT, refuse to take instructions from an agent. There may be the possibility of telephone disconnection or a delay in having the service reconnected at the end of the Tenancy depending upon the actions of the Tenant. Burns & Webber will try to have the original number transferred back to the Landlord if the Property is managed but take no responsibility if this is not possible. In such circumstances a change of

number may take place. Burns & Webber will use its best endeavours to obviate such difficulties, although the telephone company may refuse to deal with Burns & Webber. No liability will attach to Burns & Webber in these circumstances.

- (iii) Electricity and Gas: Burns & Webber will take electric meter readings using an inventory clerk at the start of the Tenancy and inform the companies of the change of names and addresses on the accounts. A final account will be sent to the Landlord and the Tenant will pay all future bills during the Tenancy. At the end of a Tenancy, in the absence of a new Tenant, Burns & Webber will transfer the accounts back into the Landlord's name. Usually utility companies refuse to take instructions from an agent unless they have been notified by the Landlord. It is the Landlord's responsibility to have granted Burns & Webber authority to discuss their account prior to entering into any Tenancy. Burns & Webber will not be liable for any delays or costs incurred.

#### G12. MAIL

It is in the Landlord's interest before vacating the Property to arrange with the Post Office for re-direction of personal mail, as neither the Tenant nor Burns & Webber (if applicable) can be held responsible for mail addressed to the Landlord at the Property which may subsequently go astray.

#### G13. 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.

##### FURNITURE, FURNISHINGS, OTHER SAFETY REGULATIONS SMOKE DETECTORS AND CARBON MONOXIDE ALARMS -

- (i) Landlords must be aware of legislation which is covered by the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. The Consumer Protection Act 1987 Section 12(1) and the 1988 Regulations make it an offence to "supply" in the course of a business (in the case of a Landlord not living in the Property) any item that is not safe. The Regulations apply to a let Property which means that upholstered furniture must carry a permanent label. Any furniture manufactured before 1st January 1950 is excluded as the filling used at that time was not toxic if it caught fire, although if an item has been re-upholstered proof will be required that the item complies with current Regulations.
- (ii) The Department of the Environment Building Regulations governing the installation of smoke detectors applies to any new building from June 1992. All new homes must be fitted with mains operated smoke detectors, installed on every floor which must be interlinking. See below for older properties.
- (iii) Older properties apart from House in Multiple Occupation ("HMO") do not need to conform to the above building regulations; but the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 specify that the Landlord must install one battery operated smoke detector on each floor of every property unless there is mains wired alarm system where there is living accommodation (which will include a mezzanine floor with for example a bathroom). The Landlord should be aware that the alarm must be tested at the start of each new Tenancy to ensure it is in working order. If Burns & Webber let the Property such test will be carried out on a Landlord's behalf at the start of the Tenancy. Burns & Webber can arrange for the installation of smoke detectors at the Landlord's request subject to an administration fee and will not let any property where smoke alarms have not been installed.
- (iv) New European Regulations apply to the installations for raising and lowering of blinds and the movements of curtains across windows. All new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent the danger of asphyxiation to a young child and a warning notice with the purchasing material. The Landlord should ensure that any blinds or curtains that have been fitted to comply with current Regulations. Burns & Webber have no liability if the Landlord fails to do so.
- (v) For all new tenancies commencing after 1st June 2020 and all tenancies after 1st April 2021 the Landlord must have a completed Electrical Installation Condition Report (EICR report) for their property. Upon written instruction Burns & Webber can arrange this on the Landlord's behalf subject to an additional costs. Further remedial works based on this report will be subject to quote with the associated costs to be paid by the Landlord.

- (v) To comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment for legionella at the Property prior to letting. If Burns & Webber manage the Property we will arrange the legionella risk assessment at the Landlord's expense. If no risk assessment is provided prior to the start of the Tenancy Burns & Webber will arrange an assessment at the Landlord's expense even if we do not manage the Property.

#### G14. SAFETY OF ELECTRICAL SUPPLY AND APPLIANCES

- (i) All electrical systems should be maintained in order to prevent, as far as reasonably practicable, any danger. If the Property is a House in Multiple Occupation ("HMO") the Landlord has a legal duty to have all the wiring inspected every five years to ensure it is safe. It is also best practice to have all electrical appliances checked to ensure they are safe for use because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994 any appliance supplied by the Landlord or the Agent must be safe. Burns & Webber can arrange for a qualified electrician to check the supply and appliances, upon written request. The cost of the check will be the responsibility of the Landlord. If the Landlord chooses to have the supply and all earthed items checked by their own preferred contractor it must be undertaken by a competent person possessing and understanding the correct equipment.
- (ii) Landlords must ensure that instruction booklets and explanation notes for safe use are available at the Property for all appliances otherwise the appliance would have to be removed.

#### G15. HOUSING HEALTH & SAFETY RATING SYSTEM ("HHSRS")

The intention of the HHSRS is to ensure that owners maintain their properties in a safe manner which means they must be free from hazards that may affect the occupier's health and or safety. The Environmental Health Officer if called to a Property will review the Property to ensure there is no risk of any hazard to the Tenant and if necessary take enforcement action by serving the relevant notice on an owner. Owners are obliged to comply with the terms of improvement notices or prohibition orders which are subject to rights of appeal. If Burns & Webber is instructed as the Agent the Landlord must ensure that Burns & Webber is able to arrange necessary work and ensure that adequate funds are available to do so to comply with any notice or order.

#### G16. 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.

#### G17. STRUCTURAL DEFECTS

The Landlord agrees to notify Burns & Webber in writing of all structural defects at the Property prior to the commencement of a Tenancy and will arrange rectification promptly.

#### G18. DEPOSITS

At the start of a Tenancy the Agent will collect a deposit ("the Deposit") from the Tenant. This is held by Burns & Webber as Stakeholder in the Client Account or send it to the relevant deposit protection custodial scheme unless prior arrangements have been made in writing. This means that Burns & Webber can only deduct amounts from the Deposit if both the Landlord and the Tenant agree preferably in writing. The conditions and terms are as shown below

- (i) If the Tenancy is an Assured Shorthold Tenancy ("AST") Burns & Webber will give the tenant and any relevant person ("Relevant Person") such as a guarantor or a third party providing the Deposit prescribed information about the Deposit and comply with the initial requirements of the relevant tenancy deposit protection scheme within the statutory time limit which is 30 days;
- (ii) Interest on the Deposit will be retained by Burns & Webber;

- (iii) If alternative arrangements have been made for the Deposit to be held by the Landlord, it will be the Landlord's responsibility to serve the prescribed information and comply with any other requirements of the relevant deposit protection scheme. Failure to do so means the Landlord will be unable to serve a Section 21 Notice; and the Tenant may apply to the Court for the return of the Deposit and compensation of up to three times the amount of the Deposit;

#### **Tenancy Deposit Scheme**

The Agent will hold the Deposit/ The Deposit will be held by the Tenancy Deposit Scheme, under the terms of the Tenancy Deposit Scheme;

The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd ("TDS" or "The Tenancy Deposit Scheme")

West Wing, First Floor

The Maylands Building

200 Maylands Avenue

Hemel Hempstead

HP2 7TG

Phone: 0800 037 1000

Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

Email: [emaildeposits@tenancydepositscheme.com](mailto:emaildeposits@tenancydepositscheme.com)

- (iv) At the end of the Tenancy deductions must be agreed between the Landlord and the Tenant. If managing the Property, Burns & Webber will act on the Landlord's behalf. Once deductions are agreed Burns & Webber will request both the Landlord and the tenant to confirm agreement in writing;
- (v) If Burns & Webber do not manage the Property it will be the responsibility of the Landlord to liaise with the Tenant over any deductions to be made from the Deposit;
- (vi) When written confirmation is received from both parties including all persons forming the tenant, Burns & Webber will release the Deposit as directed within ten days of receiving written consent;
- (vii) If there is a dispute regarding deductions the relevant tenancy deposit scheme will insist that Burns & Webber sends the whole Deposit or any disputed amount if less to them. The Agent must comply within 10 days of receiving the direction; OR If there is a dispute regarding deductions the custodial tenant deposit protection scheme will retain the Deposit until adjudication has been made and deductions finalised;
- (viii) If Burns & Webber has to prepare documentation for adjudication Burns & Webber will charge for time taken. The cost is shown in Additional Charges.

#### **G19. COUNCIL TAX**

The Tenant has the liability for payment of Council Tax, as stated in our Tenancy Agreements. However the Landlord has the responsibility for Council Tax during any void period.

If you do not provide full vacant possession to your Tenant and leave chattels stored in any part of the property you may be liable for a portion of the council tax. Your Tenant would potentially have the right to seek a contribution to the Council Tax from you for the entire duration of any Tenancy whilst the chattels remain stored at the property. This will also apply to any portion of the property that is not made available to the Tenant and forms part of the overall demise.

#### **G20. EMPTY PROPERTIES**

Burns & Webber does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies however so arising, unless special arrangements are agreed in writing which will be subject to an additional fee to be agreed between the parties. It is important that the Landlord informs their insurance companies about any periods where the Property is empty and complies with any conditions imposed by the insurer.

#### **G21. IMMIGRATION ACT 2014**

The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents of all adults (aged 18 years and over) who will be residing at the Property at the start of the

Tenancy or thereafter. The person must be in the presence of the Landlord or Burns & Webber to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. Burns & Webber will check this information at the start of the Tenancy but if Burns & Webber do not manage the Property it will be the responsibility of the Landlord to ensure that the work permit or visa is renewed every 12 months or the date of renewal of the visa or work permit if later and the relevant Right to Rent checks are carried out by the Landlord on any new or additional residential occupiers at the Property. Burns & Webber has no liability if the Landlord fails to do so;

#### G22. REFERENCING

Where Burns & Webber is instructed to do so in writing we will where it is possible to do so take up suitable references and/or credit references for your approval. In the event the fee for referencing cannot be charged to the Tenant the Landlord will be liable for this fee. Burns & Webber will instruct an independent approved referencing company to carry out the reference checks. Burns & Webber accepts no liability for the accuracy of the information or any loss the Landlord may suffer as a result of accepting an applicant as a Tenant.

#### G23. SERVICE OF NOTICE

Where the property is let under an Assured Shorthold Tenancy a Section 21 Notice will be served upon written request of the Landlord. For the serving of notices, a fee of £150.00 + VAT (£180.00 Inclusive of VAT) will be applicable per notice served. The notice period is a minimum of two months plus two working days must be allowed for service. 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 possession cannot be granted until six months of the Tenancy have elapsed. A Landlord is not entitled to possession unless this Notice has been served.

#### G24. WITHDRAWAL FROM AN OFFER

If the Landlord instructs Burns & Webber to proceed with a proposed Tenancy and subsequently withdraws the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It is advised that it may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by them.

#### G25. RENT ARREARS OR BREACH OF COVENANT

It is the responsibility of the Landlord to take all necessary steps to ensure that actions are taken to protect their interests, to include but not limited to instructing solicitors, commencing legal proceedings to recover arrears of Rent or other legal proceedings and arbitrations that may be brought against the Landlord in connection with the Property. All costs and disbursements incurred, including legal costs, will be payable by the Landlord. If Burns & Webber are instructed to attend a tribunal or Court proceedings then an administration charge of £200.00 + VAT (£240.00 including VAT) will be made.

#### G26. REIMBURSEMENT OF THE AGENT

The Landlord must keep Burns & Webber reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by Burns & Webber from and during the time that Burns & Webber is or were acting on the Landlord's behalf, unless it is due to the negligence or breach of contract by Burns & Webber. For the avoidance of any doubt Burns & Webber reserves the right to have work carried out on the Landlord's behalf and to charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations as a landlord. If any Notice is served on Burns & Webber under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring Burns & Webber to carry out any work, repairs or maintenance of the Property the Landlord will reimburse Burns & Webber promptly on written demand for all costs expenses and fees incurred.

#### G27. SUB-CONTRACTORS

Any other party, including but not limited to, external inventory clerks, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who Burns & Webber instructs will be instructed on the Landlord's behalf. The Landlord is the contracting party and will be liable for the payment of that sub-contractors invoices, fees, charges or other expenses. The Agent is not responsible or liable for the quality of their work.

#### G28. HOUSING ACT AND HOUSE IN MULTIPLE OCCUPATION

If there is more than one household in the Property meaning the people living there are not related the Property will be known as a House in Multiple Occupation ("HMO"). Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences are required for all properties which are to be let. It is up to the Landlord to make enquiries and gain the licence from the local authority. Burns & Webber will not let out the Property if a licence is needed and has not been obtained. The Agent will not accept liability for any failure of the Landlord to obtain the relevant licence or failure of the Landlord where they have not met the requirements set by the local authority in obtaining the licence.

#### G29. 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. Burns & Webber 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. Burns & Webber 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. Burns & Webber 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 Burns & Webber as soon as possible, but prior to the first viewing of a Property with a prospective tenant.

#### G30. INDEMNITY

- (i) If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this Agreement.
- (ii) The provisions for the service of Notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5.00 pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays, Sundays and Bank Holidays or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays or by email at the email address supplied from time to time by either party. The address for service for the Landlord will be the contact address specified and the address for service for us will be Burns & Webber Residential Lettings, Wix Hill House, Epsom Road, West Horsley, Leatherhead, KT24 6DY.

#### G31. 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 them 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.

#### G32. FLOOD AND 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, they will become jointly and severally liable for the invoices for water usage at the rented property

#### G33. JURISDICTION AND SERVICE

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

#### G34. TERMINATION

- (i) Either party has the right to terminate this Agreement in writing:
- (ii) upon the Tenant's vacation of the Property or the end of the Tenancy whichever is the later;
- (iii) if Burns & Webber breaks any important term or condition contained in this Guide or the Agreement during the Term of a Tenancy Agreement where 30 days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
- (iv) if the Landlord is in major breach of any of the terms contained in this Guide or the Agreement or if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Burns & Webber to continue to perform the obligations under this Guide or the Agreement
- (v) If either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- (vi) If Burns & Webber terminates the Agreement with the Landlord for any reason the Landlord will remain liable for Commission at the Let and Rent collection only percentage as described above and for any fees or costs Burns & Webber might incur in transferring obligations to the Landlord or to another nominated party.

#### G35. USES OF INFORMATION AND THE GENERAL DATA PROTECTION REGULATIONS

- (vi) Our Privacy Policy is shown on the company website. To prevent any unauthorised access to or use of personal data, Burns & Webber has the responsibility to keep the Landlord's personal information and that of any Tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest, for example a referral to a solicitor for the recovery of a debt or where specifically required to divulge the information by law; or to pass to a government agency by law or to comply with any terms of this Agreement;
- (vii) In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. If you have any questions regarding the storage or use of the data please refer to the Privacy Policy or direct your questions to [privacy@Burns & Webber.com](mailto:privacy@Burns & Webber.com)

We will retain the Landlord's details for marketing purposes for seven years unless they inform us in writing that those details should be deleted; we will comply with such a request unless we have a legal obligation to retain the information.