



Landlord Terms of Business



Declaration

(please delete/complete as and where appropriate)

I/We confirm that we are the sole/joint owners of the property known as:-

..... and instruct Avar d Property Management to let the above named property under the following service:

Option 1 - Tenant Find Service

Option 2 - Fully Managed

I/We agree to be bound to the terms and conditions of this contract having read and understood the contents.

I/We confirm that we have obtained all necessary consents relating to the letting of this property I/We confirm that we are a UK resident/not a UK resident for tax purposes

I/We confirm that we have read the section entitled 'Important Information: Obligations and Responsibilities of Landlords' and downloaded information as necessary and confirm that all the premises, services, appliances, furniture and fittings to the property comply (where appropriate) to the legislation contained in that section.

I/We confirm that we authorise Avar d Property Management to sign any statutory notice on our behalf following any instruction to you from me/us to serve such a notice.

I/We do require Avar d Property Management to obtain an EPC/Gas Safety Record/Portable Appliance Test/Electrical Installation/arrange for the installation of appropriate smoke and carbon monoxide alarms Test prior to the commencement of a tenancy. I/We confirm that we will provide all necessary funds in advance.

I/We confirm that I/We will obtain the EPC/Gas Safety Record/Portable Appliance Test/Electrics Test and provide the documentation to the Agent before the start of the tenancy and the EPC at the point of marketing. I/we confirm that we will arrange for the installation of required smoke and carbon monoxide alarms.

I/We confirm that we are happy that a To Let board is erected at the property

Signed.....

Print Full Name.....

Date.....

IMMEDIATE PERFORMANCE REQUEST

I/We require that the performance of this contract to start before the expiry of the cancellation period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To that effect I/We agree to waive my/our right to cancel. [This means that although you still may cancel the contract within the fourteen days you will be liable to pay the reasonable costs and expenses incurred by us as your agent]

Signed..... Date.....

Option 1: Tenant Introduction

A letting fee equivalent to three week's rent plus VAT to be paid in full before or at the commencement of the tenancy.

Option 2: Full Management

A monthly commission fee of 10% plus VAT of the total amount of the rent which becomes due under the tenancy. This will be deducted by us from the rent received. If insufficient rent is received you will be liable for paying our commission on receipt of our invoice. This commission is applicable to the first fixed term and to all extensions or renewals of the tenancy.

Additional Essential Fees To Let

Installation of smoke alarm (each floor)	£49 Plus VAT
Installation of carbon monoxide detector	£49 Plus VAT
Gas Safety Record prior to a tenancy	£90 Plus VAT
Tenant Referencing Fees including right to rent	£45 per applicant Plus VAT
Energy performance certificate	£120 Plus VAT
Registering deposit with TDS	£60 Plus VAT
Electrical insulation condition report	From £250 Plus VAT
Key cutting	From £10 dependent of number of keys and type
Inventory, property visits, check in and check outs	From £100-£200 Plus VAT depending on property size & if furnished

Terms & Conditions of Contract

Purpose of this document

This document, once signed, is a binding contract between us as your letting agents and yourself as the owner or owners of the property that you wish to let out. This would include acting for any executor under the terms of the Will of your estate in the event of your death.

Please therefore take time to read this document and if you are unsure of any of the contents, then please discuss with us or your legal representative before signing.

This document contains details of what duties, as your agent, we will undertake on your behalf. It also contains a section which sets out your responsibilities and obligations as a landlord. Please read the section carefully.

Memberships

We are required by law to belong to a property redress scheme. We are members of Property Redress Scheme and are bound by their Code of Conduct which can be found at <https://www.theprs.co.uk/>

Client Money

Any money that we hold on your behalf is held in a designated Client Bank Account. In addition it is a requirement of The Housing and Planning Act 2016 that we are required to belong to an approved or designated Client Money Protection Scheme. We confirm that we are a member of Propertymark Client Money Scheme. Details may be found at <https://www.propertymark.co.uk/complaints/client-money-protection.aspx>

A copy of our certificate of membership is available on request.

Interpretation and Definitions

Please note that all references to the masculine include the feminine in this document. All references to the singular (e.g. tenant) also include the plural when applicable (e.g. tenants).

Agent, we or us means Avard Property Management LTD, our employees or nominated agents or affiliates The

Office means the registered office address, or principal place of business, of Avard Property Management LTD, 143 Ditchling Road, Brighton, East Sussex, BN1 6JA.

You or your refers to the Landlord or the Landlord's obligations

Landlord means the person or persons during the term of the tenancy who has a legal interest in the property entitling them to possession of it at the end of the tenancy

Property means the premises and any outbuildings of the property as outlined in the tenancy agreement

Contents means fixtures, fittings and chattels of the landlord

Applicant means the person who is seeking to enter into an Agreement to rent your property

Tenant means the person who has entered into an agreement to rent your property

Deposit means the money held against any loss suffered by you as a result of any failure of the tenant to fulfil his obligations as set out in the Tenancy Agreement

Stakeholder means the person who holds the deposit on the tenants' behalf

Deposit held as stakeholder means that at the end of the tenancy, the landlord and tenant should jointly agree on the apportionment of any deductions from the deposit. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.

Member means the Agent who is a member of Property Redress Scheme and Propertymark Client Money Protection Scheme.

Tenancy Deposit Scheme

Under the requirements of the Housing Act 2004 all deposits held under Assured Shorthold tenancies must be protected and held in accordance with a government approved scheme.

We will protect deposits under The Tenancy Deposit Scheme

<https://www.tenancydepositscheme.com/>

Services

We offer two levels of service.

- Option 1: Tenant Introduction only
- Option 2: Full Management

Details of what we will do and what we require you to do for each level are detailed below. At the end of this document you will be asked which service you wish to receive.

A landlord has many legal duties and responsibilities when letting out a property. It may be possible for a landlord to delegate these responsibilities to an agent. However in most cases the landlord will still remain legally liable.

Please read the next section very carefully before you decide on the level of service that you wish us to undertake.

IMPORTANT INFORMATION: OBLIGATIONS AND RESPONSIBILITIES OF LANDLORDS

It is important that, as a prospective landlord, you understand the extent of your responsibilities.

Incorrect Information

By signing these Terms of Business you warrant that all the information you have provided to the agent is correct to the best of your knowledge and belief. 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.

Proceeds of Crime Act 2002 & Money Laundering Regulations 2017

The Proceeds of Crime Act imposes on us, as agents, legal requirements to report any suspicions that we may have concerning money laundering (including money that may be the proceeds of crime) and terrorist financing.

Consent to Let

It is your responsibility to ensure that you have obtained all necessary consents to rent your property. This would include your mortgage lender (if relevant) and your freeholder (if relevant). In the event that a tenant is paying the full rent in advance it is a condition that you provide us with written proof that your lender has granted consent to let the property.

Right to Rent: the Immigration Act 2014 and the Immigration Act 2016

As a landlord you have a legal responsibility, under the Immigration Act 2014, to ensure that any adult seeking to occupy your property under a tenancy agreement (either as a tenant or as a permitted occupier) has a right to rent in this country or has been granted permission by the Home Office to rent. This can only be done by checking original documents in the presence of the proposed occupier. This does not apply to any person under the age of 18 although the responsibility falls upon you to satisfy yourself that any such person is actually under-18 on the day the tenancy starts.

In addition, you have an on-going responsibility to make further checks of those occupiers with a time- limited right to rent. In the event that those checks show that the right to rent has expired you have a duty to inform the Home Office and to act on their instructions.

Address of Landlord

In the event that your residential address changes during the term of the tenancy you must advise us in writing in order that we may advise your tenant accordingly and in order to comply with legislation. You will undertake to inform us if you will be spending more than six months in any twelve month period residing outside of the UK.

Flood and Water Management Act 2010

When section 45 of the Flood and Water Management Act 2010 is implemented the owner of a property will become jointly and severally liable with the tenant for the payment of the charges for the water supply and sewerage charges in the event the departing tenant has not provided a forwarding address. Please note that we will make every effort to obtain a forwarding address for the tenant (see full details under Option 1 and Option 2 below). However in the event that we are unable to obtain such an address we will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address.

Energy Performance Certificate (EPC) and Minimum Energy Efficiency Regulations

It is a requirement that any property to be rented has a valid Energy Performance Certificate in place and that the property must have an energy efficiency rating of E or above (E to A). This means that it will not be possible to market any such properties or allow any existing tenancy to be renewed or allowed to go into a statutory periodic tenancy if it has a rating of F or below.

We will therefore require that you provide us with a current EPC, showing that the property has the required rating (which remains valid for ten years and therefore can be used for successive tenancies). If the property has no EPC at all we will require that you provide us with proof that you have commissioned (i.e. ordered) one. If you prefer we can commission one on your behalf.

Please note that we will be unable to proceed with marketing if, following commissioning, the EPC is still not available after 28 days. In addition if the commissioned EPC shows that the property has an energy efficiency rating of below E (i.e. F or G) we will cease marketing immediately. In these circumstances you will still be liable for any agreed costs that we have incurred on your behalf.

There are exemptions and if your property falls into one of the exemption categories it is your responsibility to register your property on the Exemptions Register and provide us with the documentary evidence of registration.

If your property has an EPC rating that is below E we will discuss your options and obligations with you.

Energy Act 2011 – The Green Deal

You confirm that you will advise us in writing before the start of a tenancy if there is any Green Deal Plan on the property approved or in operation where the cost of the improvements will be met through the payment of the energy bills for the property. We will then include an appropriate clause within the tenancy agreement

Please note that if you wish to enter into a Green Deal Plan or similar scheme during a tenancy you must obtain the written consent of the tenant before the plan can be entered into. Advise us in writing of your intention to do so and obtain the written consent from the tenant before the plan can be entered into.

Repairing Obligations

Please be aware that as a landlord you have a statutory obligation under The Homes (Fitness for Habitation Act) 2018 and The Landlord and Tenant Act 1985 to provide, repair and maintain throughout the tenancy your property in a condition that is fit for human habitation and free from identifiable risks. This includes the fabric and structure of the property, the supply for the installation of services, sanitary ware and the provisions for space heating and hot water. For the avoidance of doubt this would include any public, shared or common areas of the property.

In addition the requirements of the Defective Premises Act 1972 place a liability on you for any occurrence originating from defect or lack of repair that you knew or should have known of. If the tenant suffers a loss due to a defect you, as the landlord, may be liable to compensate the tenant.

It is important that you fully understand your responsibilities and to this end we will provide you with a copy of our standard tenancy agreement which outlines your obligation to the tenant. In addition we will provide you with a copy of the government leaflet 'How to Rent: the checklist for renting in England' which must be provided to tenants. Further information is also available at www.communities.gov.uk/housing (the section entitled 'Repairs, a Guide for Landlords and Tenants.')

HMO Property – Housing Act 2004 and Licensing

If a dwelling is considered an HMO (House in Multiple Occupation) property, as defined under the above Act or as designated by the Local Authority, certain requirements must be fulfilled to comply with health and safety even if the HMO does not need to be licensed. If the property is managed we will advise you of any requirements that may arise during the tenancy however it is your obligation to deal with this matter during the tenancy if it is not fully managed by us.

If the property requires a licence (either because it falls under any mandatory requirements or because the Local Authority has imposed additional or selective licensing requirements) it is a requirement that you must have applied for and gained the required licence.

We will be able to advise you on any licensing requirements that may apply and on the requirements for you to be granted that licence. It may be that the requirements

of HMO legislation limit the number of or the status of tenants that you will be able to let the property to (e.g. you may not be able to offer it to sharers). In consequence this may restrict the way in which we will be able to market your property.

Safety regulations

Statutory regulations place obligations upon the Landlord in relation to the safety of the tenant. If you are unsure of your responsibilities relating to any of the items below please contact us for further information or seek independent legal advice.

Gas Safety (Installation and Use) Regulations 1998

All gas appliances, fittings and pipe work in a property that is to be let out must be checked on an annual basis to ensure they are in a safe condition. In the process of this check the engineer will also need to examine the entire length of gas flues until they exit the building. If he is unable to access flues for any reason he will not be able to certify the system as safe and to do so it may be necessary to construct access panels at appropriate points.

We as agents must be in receipt of a current Gas Safety Record that lists all appliances and confirms that these and the associated fittings etc. are safe prior to the commencement of any tenancy. This Record must be completed by an approved Gas Safe Register contractor and a copy given to the tenant at or before the start of the tenancy. Records must be kept for a minimum of two years and renewed annually. A copy of the renewed record must be given to the tenant within twenty-eight days of the check having been carried out. If a landlord is found guilty of a failure to comply with this regulation he will have a criminal record and face imprisonment, a fine or both. In addition, any Section 21 notice seeking possession will not be valid if it cannot be evidenced that the tenant received a copy of the Gas Safety Record at the beginning of the tenancy. As agents we will not allow a tenant to take occupation of a property that has gas appliances that do not have a current satisfactory Gas Safety Record. We can make arrangements to have a Gas Safety Record obtained for your property prior to the commencement of a tenancy for which there will be an additional charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

Electrical Equipment (Safety) Regulations 2016 and Electrical Installation Requirements

These regulations make it a criminal offence to supply electrical equipment or an electrical supply that is not safe. Whilst there is no mandatory requirement for an annual check the obligation to ensure that the items are safe remain. Therefore we require you as a Landlord to either provide us with a written report from a suitably qualified electrician confirming the safety of the electrical installations and equipment or a written confirmation of your warranty of safety and full responsibility for such for both the electrical installations and equipment. Failure to provide equipment that is safe is a criminal offence and, if found guilty, the landlord may face imprisonment, a fine or both. We can make arrangements to have an electrical check on your property prior to the commencement of a tenancy for which

there will be an additional charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document subject to terms as below.

Regulatory Reform (Fire Safety) Order 2005 (as amended)

These Regulations require the 'responsible person' to carry out a fire risk assessment and then to implement all appropriate fire safety measures to minimise the risk to life from fire. It is also a requirement to keep the assessment up to date. Please be aware that as the landlord you are the 'responsible person' and it is your sole responsibility to determine what your obligations are under the Fire Safety order. We do not carry out any of the functions of the 'responsible person'.

As agents we will not allow a tenant to take occupation of a property where, in our opinion, a serious risk of fire exists.

Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1993)

All soft furnishings must comply with these regulations and if they do not they must be removed from the property. Furnishings that comply may have a regulatory label attached at the point of sale and if such a label is not present at time of marketing we will require evidence that the said furnishings comply with the regulations.

Please do not offer to give or sell non-compliant furniture to the tenant as this is still considered supplying. A failure to comply with the regulations is a criminal offence and the Landlord may face imprisonment, a fine or both.

As agents we will not allow a tenant to take occupation of a property that contains furniture which we are not satisfied is compliant with safety regulations.

Smoke and Carbon Monoxide Detector Alarms

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require that tenanted properties are required to have a smoke alarm fitted on each storey of a property where there is a room that is used wholly or partly as living accommodation. A carbon monoxide alarm must be fitted in any room used wholly or partly as living accommodation and which contains a solid fuel burning combustion appliance. Please note that a hall or landing is classed as a room and bathrooms and toilets are classed as living accommodation.

It is the responsibility of the landlord to ensure and to evidence that each alarm is in working order on the first day of the tenancy.

In addition we must insist that carbon monoxide detectors are also placed in any room that contains a gas or liquid fuel burning appliance.

Solid Fuel Burning Appliances

In addition to the above requirement concerning carbon monoxide, any solid fuel burning appliance installed after October 2010 must comply with Building Regulation requirements. It is the responsibility of the landlord for the ongoing maintenance and, if necessary, repair of the appliance. In addition chimneys should be swept at least once in a twelve month period and preferably before the start of the tenancy.

Legionnaires' Disease

Providers of residential accommodation are now responsible for ensuring that the risk from exposure to legionella in premises is properly controlled.

For further information we recommend you read the guidance published by The Health and Safety Executive (HSE) 'Legionnaires Disease: Part 2. The control of legionella bacteria in hot and cold water systems' www.hse.gov.uk/legionnaires together with the Frequently Asked Questions.

Please note that landlords not on our management service will have an on-going responsibility.

Internal Window Blinds and Curtain Fittings

New Regulations were introduced in 2014 requiring that all new blinds and curtain tracks supplied and fitted by a professional must pass the new standard regarding safety where there is a danger, particularly to young children, from loose cords and loops. While these regulations are not retrospective those responsible for properties are urged to make sure that existing fittings do not pose a danger of strangulation by fitting a safety device such as a snap connector or cleat. We reserve the right to refuse to allow the tenancy to commence where we feel that any such internal blinds without any safety fittings may represent a hazard to the occupiers or visitors to the property.

Fixed Glass Panels

The Building Regulations 1991, as amended, require that all glass panels in critical locations, i.e. where human impact can occur (doors, adjacent to doors, low level panels in walls, mirror doors on wardrobes etc.) must be of suitable safety glass. This only applies to any such glass installed since the Regulations were introduced OR to any non-safety glass installed before that date but which is now damaged (cracked or chipped). It is your duty as a landlord to make sure that all glass panels in your property comply with the Regulations.

Data Protection

In carrying out our obligations under any contract with you it is likely that we will provide you with personal data of an applicant or a tenant. Please note that this is likely to impose legal obligations on you with regard to that data and it may be necessary for you to register with the Information Commissioners Office under the requirements of the Data Protection Act 2018.

Tenant Fee Ban

It is a provision of The Tenant Fees Act 2019 that it is an offence for you or us to require a tenant (which in this context includes a prospective tenant an ex-tenant or anyone acting on behalf of a tenant) to make any payment to you, us or a third party unless it is specifically designated as a 'permitted payment'. If it is not a designated a 'permitted payment' it is designated as a 'prohibited payment. This

will include limitations on any 'holding deposit' taken before the tenancy starts and on any charges made during the tenancy for amendments to the tenancy.

Please therefore be aware that we will not require a tenant to make any such prohibited payments nor will we be prepared to act for you in the event that you require the tenant to make such a payment.

If you are in any doubt what payments you are able to require a tenant to make please contact us and we will be pleased to discuss the matter with you.

Marketing

We will assess the property in order to advise on the rental potential and discuss and agree a rental figure and date for marketing.

Once we receive your signed instructions we will advertise and market the property including: www.rightmove.co.uk www.onthemarket.com and entry on our web-site, regular advertising in appropriate local media outlets, inclusion in our property list which is distributed to applicants, personnel departments and re-location agents and a To Let board (unless local planning or other restrictions prevent this).

To Let Boards

We will arrange to have a 'To Let' board erected at your property in accordance with Town and Country Planning (Control of Advertisements) Regulations 2007 (unless such Regulations prohibit the erection of such a board).

The To Let board will, at all times, remain our property and we accept any liability for any claim arising under these Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent or vandalism.

If you do not wish to have a board erected inform us

Viewings

Applicants will be partially qualified prior to showing them around properties. All applicants viewing a property will be accompanied by us.

In the event that an existing tenant is still living in the property it will be necessary to obtain the permission of that tenant before we can conduct a viewing.

Holding Deposit

We will take a holding deposit from a prospective tenant. A requirement of the Tenant Fees Act 2019 is that there must be a deadline for the amount of time that the deposit can be held. The deadline that we will normally suggest is 10 days subject to agreement with the tenant. If no agreement is reached between you and the tenant by the deadline day the deposit is refundable. Your agreement is likely to depend on your approval of the suitability of the tenant both on a financial and a previous renting history basis. It is important that you provide us with your agreement, or otherwise, within this time period. Therefore, it is important that you

let us know if the time period stated above is adequate for you to make that decision and if not what time and if not what time period is required.

Please note that if there are legitimate reasons for retaining the holding deposit it will be split equally between you and us after reasonable permitted costs incurred have been deducted.

Applicants and Referencing

When an applicant wishes to apply for a tenancy we will contact you to take your instructions. If at this stage, you wish us to proceed it is important that references are taken up on each potential tenant (and, if appropriate, guarantors).

We will use a reputable credit reference agency to undertake these checks, note there will be an additional charge for this service.

Please note that in all cases

- References provide current information and cannot guarantee the future performance or credit worthiness of a tenant AND
- The ultimate decision about the acceptability, or not, of a tenant will be yours and we will always contact you to get your final approval.

Right to Rent

Once the deposit has been taken we will undertake to make all necessary checks required to establish the right of occupancy of all adults who are seeking to occupy your property.

Please note however that in order that we do not discriminate against any person (contrary to the Equality Act 2010) we will undertake these checks on all adults who are seeking to occupy your premises. In addition if we discover that any person does not have the necessary status to enable them to legally take possession of your premises we will inform you and we will not be in a position to proceed with the tenancy.

Please note that unless we manage the property it will be your responsibility to undertake any further required checks on occupiers when a time-limited right to rent exists.

Deposit

We will require the applicant to provide us with one month's rental in advance together with a security deposit (the maximum permitted is capped at five weeks rent where the annual rent is under £50,000) in cleared funds prior to the commencement of the tenancy.

We will register the deposit with The Tenancy Deposit Scheme and the security deposit will be held by us during the term of the tenancy as stakeholders under The Tenancy Deposit Scheme.

We will make a charge for registering the deposit with The Tenancy Deposit Scheme, such charge is noted in the section Sundry Fees.

If you wish to protect the deposit yourself and/or hold the deposit yourself we will require you to do certain things which are laid out in the section 'What we require you to do (see page 11).

If you decide to do this we still have legal obligations to ensure that the deposit is protected within the prescribed time. Thus we reserve the right to hold the deposit until you provide proof of protection or to protect it ourselves with our preferred scheme.

Tenancy Agreement

Once the references are completed and satisfactory, we will prepare a tenancy agreement based on the information supplied to us by both you and the applicant. Please note that we cannot accept any responsibility for any documentation other than that provided by us as your agent.

Once the tenancy agreement is prepared it will be forwarded to you for your signature. Alternatively, you appoint us your agent for the purpose of signing and completing the tenancy agreement and you agree to ratify all acts deeds and things done by us as your Agent in accordance with the terms of this document.

Our standard tenancy agreement provides for the rent to be paid in advance by standing order and to this end we will draft a standing order mandate for completion and submission by the tenant to their bank.

Once we have received a signed copy of the tenancy agreement from you or we have your authority to sign the tenancy on your behalf we will take this as your instructions to proceed to execute the tenancy, which we will then do as soon as we have established that all other requirements are in place. For the avoidance of doubt please be aware that you will be bound to the terms of the tenancy at that point.

Inventory and Schedule of Condition

Prior to the start date of the tenancy, we will arrange for the preparation of an inventory and schedule of condition relating to the property and contents. Please note this inventory will not include details of any areas inaccessible due to safety reasons (such as any roof space or cellar for example) or of any locked areas to which we are not given access. In addition the person undertaking the inventory will not move or lift any item when it is deemed not safe to do so and nor will they test any electrical or gas appliance or system. The cost of the inventory and schedule of condition is listed in our Schedule of Fees and Charges at the end of this document

Check In and Smoke Detector Test

We will arrange for a check-in to take place at the beginning of the tenancy when the tenant will be given the opportunity to agree and sign the inventory as well as confirming that the smoke and carbon monoxide alarms are in working order. A copy of the inventory will be returned to you. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

Please be aware that should we not be arranging to conduct a check-in at the beginning of the tenancy it will be your responsibility to ensure that smoke and carbon monoxide detectors are in working order on the first day of the tenancy (as required by The Smoke and Carbon Monoxide Alarm (England) Regulations 2015)

Initial Money Received

A statement will be sent to you detailing the rent received and our fees that will be deducted from the rent money. The balance of money will be sent to you in the form of online transfer. In the event that our fees and costs will amount to more than the initial rent we will submit an invoice for settlement of the balance, payable in full prior to the start of the tenancy.

Rent Processing

Once we have confirmation of cleared rent funds into our account a statement will be sent to you detailing the rent received and our fees and other outgoings that will be deducted from the rent money. The balance of money will be sent to you in the form of an online transfer.

In the event that our fees and costs will amount to more than the initial rent payment we will submit an invoice for settlement of the balance, payable in full prior to the start of the tenancy.

We will send you a statement on a monthly basis indicating rent received and outgoings.

We will forward the payments to you within five working days from the money being cleared into our account however we cannot guarantee this time frame as circumstances may occur which are beyond our control.

Rent Arrears

In the event of the tenant failing to make full rental payments on time we will contact them in writing on the following basis:

Letter 1 5-7 working days in arrears of all or part of the rent due

Letter 2 10-15 working days in arrears of all or part of the rent due

Letter 3 20-30 days in arrears of all or part of the rent due

If you have any rent guarantee insurance that has not been taken out through ourselves you must contact the insurance provider as soon as you are made aware of the arrears in order to put them on notice that a claim may be made.

If the tenant leaves the property of their own accord prior to the expiry of the tenancy it is your responsibility to take appropriate action to recover any outstanding rent from the tenant.

Utility Providers

Where we have been made aware of the utility providers we will write to them at the commencement of the tenancy to put the services into the name of the tenant. Please note that telephone providers do not generally take instructions from a third party and therefore this responsibility will remain with you and the tenant.

Tax and Overseas Landlords

If you are considered a non-resident for tax purposes and we do not hold the appropriate approval number from HM Revenue and Customs (HMRC) we may be legally obliged to make deductions from the rent at the base rate of tax and submit a return to HMRC, for which we make an additional charge. Charges are outlined in our Schedule of Fees and Charges at the end of this document.

This will not be the case if the initial rent we collect is less than three months' rent AND the tax payable on this would be less than £100.00

In all other circumstances you will remain responsible to HMRC for submission of self-assessment information and the payment of any tax that may be due.

You undertake to inform us if you will be spending more than six months in any twelve month period residing outside of the UK

General

Please note: We will be unable to proceed with a tenancy in the event that we are not in receipt of a current and acceptable Gas Safety Record (if there are gas appliances in the property) and acceptable evidence of an electrical safety check for portable appliances and the supply of electricity (or your written and signed warranty of safety and full responsibility for the electrical appliances and equipment) or if there are any other safety issues relating to the property which, in our opinion, make it unsafe for the tenant to take up occupation. In addition we will not be able to market a property unless we are in receipt of a current EPC with a minimum energy efficiency of at least E.

Where we hold the deposit as stakeholder between the parties we will arrange for the deposit to be disposed of in line with the written instructions and confirmation of both you and the tenant. It is your responsibility to negotiate with the tenant regarding any claim you wish to make for any failure by the tenant to fulfil their contractual obligations.

We will endeavour to obtain a forwarding address for the tenant at the start of the tenancy, which we will provide to you. However it will be your responsibility at the end of the tenancy to contact the relevant water authority with a forwarding address. We will not be liable for any liabilities, costs or charges that you may be liable for as a result of the relevant water authorities not having such an address.

What we require you to do

Proof of Ownership

In order that we can establish that you have the authority to rent the property we will require you to provide us with evidence that you are the legal owner of the property OR that you have the authority to act on behalf of the legal owners. We reserve the right to undertake any further investigations in order to establish this.

Providing Information

It is a condition of the Consumer Protection from Unfair Trading Regulations 2008 that the applicant be provided with all relevant information that may influence his decisions concerning viewing and renting a property. With this in mind we require that you inform us of any information regarding your property (including information about the neighbourhood, the environment and the neighbours) which we may not be aware of and which may influence a prospective tenant's decisions concerning the property.

Data Protection

By signing this agreement you agree to adhere to all legal requirements under the Data Protection Act 2018 relating to personal data that we will pass to you relating to an applicant or a tenant (a data subject). This will include complying with any requirements imposed upon us by the data subject such as amending, restricting the use of or deleting the information.

Keys

We require that you supply us with sufficient full working sets of keys for each tenant.

Insurance

We require that you take out appropriate building and contents insurance with the inclusion of public liability cover. As your insurance company must be advised of all changes of circumstances, you will need to advise the insurers that the property is to be rented out and keep them informed of all times when the property is unoccupied. If required we can arrange for quotes for insurance to be obtained on your behalf.

Pre-tenancy Documents/Checks

We will require that certain documents must be made available to us. In order for us to begin marketing the property

- a current EPC (Energy Performance Certificate) with a minimum grade of E

In order for us to allow the tenancy to commence

- a current Gas Safety Record to be available for the beginning of the tenancy (if the property has a gas supply)
- a current electrical safety check on the electrical system and installations
- portable appliance checks on all portable electrical appliances
- current safety certification relating to any solid fuel burning appliance as required under Building Regulations

We will also require, before we can allow a tenancy to commence, that smoke and (where applicable) carbon monoxide alarms are fitted and in working order in line with the requirements of the Smoke and Carbon Monoxide Alarm Regulations 2015.

We can arrange for all of these to be undertaken if they do not already exist. Additional fees will apply.

Pre-tenancy Cleaning

We recommend that the property is professionally cleaned, including the cleaning of all carpets, prior to the commencement of the tenancy and that we are provided with a copy of the receipt(s). This would have the advantage of establishing a level of cleanliness at the beginning of the tenancy meaning that the tenant can therefore be required to return the property at the end of the tenancy in at least the same state of cleanliness.

Head-Lease

We require that you supply us with a copy of your head lease (if applicable) in order that we may provide the tenant before the start of the tenancy with the terms that affect them. Failure to provide this document may result in you not being able to take action against your tenant to remedy any breach in the event that they do not comply with any of the requirements of the Head Lease.

If a copy of the Head Lease is not available you should provide us with a summary of any restrictions imposed upon the Leaseholders.

Overall Safety

By signing this document you agree to ensure that before any viewings take place the property is left safe for visitors OR in the event that the property is not fully

safe (if for example it is in the process of being redeveloped) any defects that may cause a hazard for any visitor (including us, the agent) are fully disclosed to us and if relevant highlighted by notices or signs in the property.

In addition you agree to ensure that the property is fit for habitation and free from identifiable risks at the start of the tenancy.

For the avoidance of doubt this would include any public, shared or common areas of the property.

Protecting the Deposit

In the event that you elect to protect the deposit with a scheme with which we are not a member we will require you to provide us with the required wording for that scheme for both the Tenancy Agreement and the Prescribed Information sufficiently in advance of the proposed start of the tenancy to allow the documents to be prepared.

In addition we will require proof that you have properly protected the deposit before we will hand it over.

Failure to provide us with such proof within 21 days of us notifying you of our receipt of any deposit means that we reserve the right to register the deposit with our own scheme.

Appliance Manuals

We are not responsible for advising any tenant or occupier regarding the working of any appliance or equipment. You agree to provide relevant instruction manuals for all appliances or equipment provided at the property.

Post

We would recommend that you make arrangements for the post to be redirected.

In the Event of Your Death

In the unfortunate event of your death we will still have obligations to your estate which we will fulfil to the best of our ability. Please note however that we may be unable to fulfil any or all of our obligations in the event that we are not informed of the situation.

You therefore undertake to inform your executor(s) or personal representative that they need to inform us promptly of the circumstances.

If you fail to do so we cannot be held liable for any resulting failure to fulfil our contractual obligations to your estate.

FOR THE AVOIDANCE OF DOUBT PLEASE NOTE

As we do not manage your property it is important that you comply with all the requirements of the safety regulations in particular the ongoing obligations of the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 2016, the Regulatory Reform (Fire Safety) Order 2005 and the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (which includes the requirement to ensure that the smoke detectors are in working order AT THE BEGINNING of the tenancy).

It is your responsibility to ensure the renewal of the Gas Safety Record in line with legislation and that the electrics and electrical equipment remain safe.

In addition it is your responsibility to conduct all necessary checks on any occupier who had a time- limited right to rent at the start of the tenancy and that time-limit expires during the course of the tenancy. At this point there will also be a requirement to make checks on any children who have subsequently reached the age of 18.

ESSENTIAL INFORMATION

Landlord Insurance

Please note that before the property is let and during any periods between tenancies we do not manage the property and this may affect your insurance cover. It is your responsibility to notify your insurance company that the property is empty.

Acts of Third Parties

We will not be responsible for any loss or damage that you may suffer through the act, default or negligence of any third party.

Commission

We will retain any income or commission earned by us on any monies which are held on account for you by us or which is earned from monies paid to us by any third party as a requirement of our performing our duties to you under these terms.

Referral Fees

It is a requirement of The Consumer Trading from Unfair Trading Regulations 2008 that we should be transparent in disclosing any referral fees paid to us.

A Referral fee would include any commission, payment, fee or other reward or benefit that we may receive from other ancillary service providers for recommending their products or services to you or from any ancillary service provider who we actually use to provide products or services on your behalf in order to fulfil our contractual obligations to you. (This would also include referrals on behalf of an applicant or tenant).

Please note that if, during the course of our agreement with you we employ on your behalf or recommend to you a business or organisation then we guarantee that we will notify you in advance of any such use or recommendation.

Data Protection

We confirm that we are registered with the Information Commissioner's Office and we comply with the requirements of the General Data Protection Regulations 2018 and the Data Protection Act 2018.

For the avoidance of doubt the information that we collect from you in order to market, let and manage your property is processed according to one of the three lawful bases: to fulfil a contractual requirement with you; to comply with our legal obligations: to pursue a legitimate interest of ourselves or any associated third party.

If we wish to use any of this information for any other purpose or if we require further information from you for any other purpose we will only do so with your explicit consent which will be sought separately from this agreement and which can be withdrawn at any time.

Full details of your rights including access to your data, your right to request restriction of processing and your right to withdraw consent (where appropriate) are also available in our Privacy Notice.

Please note your responsibilities under this legislation. (See Obligations and responsibilities of Landlords on page 19 above)

Complaints Procedure

If you are unhappy with any aspect of our service we would ask that you contact us straight away and we will make every effort to deal with your concern.

Termination

This contract automatically terminates on the formal ending of the tenancy arranged under this contract. Either party may bring this contract to an end during the period of the tenancy by giving three months written notice of their intention to do so. If you, on terminating the contract, intend to continue letting to the tenant introduced by us then an additional fee equivalent to three month's commission will be payable at the end of the notice period.

In the event of your death this contract will continue until the end of the tenancy created under this contract and instructions will be taken from the executor of the estate.

We reserve the right to cancel this contract without notice if you fail to allow us to fulfil your statutory obligations in line with this contract.

Liability

Avard Property Management has a current Certificate of Employer's Liability Insurance (a) cover, a copy of the certificate is available upon request.

SCHEDULE OF FEES AND CHARGES

Please note all fees quoted are subject to Value Added Tax at the current rate applicable at the time. Please also note that to comply with our obligations under the Consumer Rights Act 2015 all of the fees that we charge to a landlord will be available for inspection in our office(s) and on our website as well as any third-party website that we use.

Option 1: Tenant Introduction

A letting fee equivalent to two week's rent plus VAT to be paid in full before or at the commencement of the tenancy.

Option 2: Full Management

A monthly commission fee of 10% of the total amount of the rent which becomes due under the tenancy. This will be deducted by us from the rent received. If insufficient rent is received you will be liable for paying our commission on receipt of our invoice. This commission is applicable to the first fixed term and to all extensions or renewals of the tenancy.

Cancellation following Offer

In the event that you withdraw your instructions to proceed with a tenancy prior to the commencement of the tenancy, other than because of unacceptable references or failure to meet the 'right to rent' conditions, you will be required to cover the cost of reasonable expenses incurred by the agent. Please note that in the event that you have created a binding oral agreement with the tenant you may be liable for any consequential losses of the tenant.

CANCELLATION OF THE CONTRACT

If you wish to cancel the contract within fourteen days from the time it commences (that is fourteen days from entering in to these Terms of Business) complete and return the declaration below:

To Avard Property Management

I/We give notice that I/We wish to cancel my/our contract relating to (insert address of property).....

Client signature.....

Date.....