

For The Landlords .com

/Management
Terms of Business

Property Address[s] to be managed: Please detail full property address to include postcode:

11 Cadogan Street, Hull, HU3 3HP

Landlord Name[s]: [All legal owners must sign this document and print names, should a company own the property please supply full company name to include incorporation certificate]: Please print full name[s]:

KeyHouse Property Ltd
Mr Matthew Jamieson

This Agreement is made between the Landlord of the property (as named at the end of this agreement) And ForTheLandlords.com Ltd who agree to act as agent for the Landlord and are hereinafter referred to as "the Agent". The purpose of this document is to set out clearly and concisely the extent of the letting and management service offered, and the scale of fees charged.

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. Please send copies of these documents and not the originals.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

List B: Proof of Residence

- Council Tax Bill or Utility Bill
- Mortgage Statement
- Bank Statement
- Credit or Charge Card Statement

If you are a public limited company we will require a certified copy of the Certificate of Incorporation. If the company is not quoted, we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition, we need proof of identity and residence of one of the directors of the Company.

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

Full Management Service

We offer a comprehensive management service aimed at landlords who prefer not to have the Inconvenience of dealing with day to day issues. This service is strongly recommended for landlords who are too busy to deal with the day to day management, clients who are new to lettings or overseas landlords. The standard fee for the management is taken as a percentage of the gross rents due for the period of the tenancy and a set-up fee will be levied at the outset for taking references and arranging the tenancy.

The Standard Management Service includes:

- Advising as to the likely rental income.
- Arranging an Energy Performance Certificate (where required* at an additional cost)
- Advertising and generally marketing the property.
- Conducting viewings with prospective tenants.
- Applying for appropriate references including credit search, employer's reference and previous landlord (where applicable).
- Negotiate the terms of the tenancy between landlord and tenant, ensuring an appropriate tenancy agreement is prepared and signed by or on behalf of the landlord and tenant.
- Prepare an inventory and schedule of conditions prior to the commencement of the tenancy* at additional cost
- Conduct a check in service with the tenants on move in (where required)
- Taking a deposit from the tenant to be held by the Deposit Protection Service until the end of the tenancy when the property and contents will be checked for unfair wear and tear.
- Collect the monthly instalments of rent and forward net rents to landlord's bank accounts or forward a cheque less any fees or expenses due or incurred for the period.
- Prepare and submit monthly statements
- Chasing late or non-payments of rent
- Arranging with service companies (principally electricity gas & water) for meter readings and advising them of the transfer of service contracts to the tenant at the beginning of each tenancy.
- Arrange for a gas safety certificate to be carried out annually during the tenancy in line with the Gas Safety (installation and use) Regulations 1994 (as amended)
- Arrange for a valid EICR Electrical Certificate to be carried out, annually or at the beginning of each tenancy [subject to agreement].
- Carry out a routine inspection of the property at 3-6 monthly intervals (provided no serious defect or issue requiring our inspection has not been reported to us in the meantime) and provide a report to the landlord detailing our findings and any recommendations.
- Co-ordination of repair or maintenance including arranging for tradesmen to attend the property and obtaining estimates where necessary, supervising works and settling accounts from rents received.
- Renewing the Agreement where necessary at the end of the term.
- Making payments on behalf of the Landlord from rents received for costs in managing the property.
- Carrying out a full property inspection and inventory check at the end of the tenancy and dealing with matters relating to unfair wear and tear before arranging for the release of the tenant's deposit.

It must be noted that our management service does not apply when the property is not let, but we would be pleased to discuss personal requirements for management during void periods, which is subject to a separate charge. Although the aim is to take every care in managing the property, the Agent cannot accept responsibility for non-payment of rent, damage or other default by tenants, or any associated legal costs incurred where the Agent has acted correctly in terms of this agreement, or on the Landlord's instructions. An insurance policy is recommended for this eventuality.

Full Management Service Standard Fees Single Let.

Full Management:	12% (plus VAT) + 75% of first months rent (plus VAT). Plus: £7.50 (inc VAT) per tenant per calendar month tenancy administration fee.
Preparation of an inventory and schedule of condition	1 Bed: £125.00 plus vat 2 Bed: £150.00 plus vat 3 Bed: £175.00 plus vat 4 Bed [Plus]: £200.00 plus vat Any additional updates are charged at £75.00 plus vat.

OR/AND

Full Management Service Standard Fees for House in Multiple Occupation [HMO].	
Full Management:	12% (plus VAT) + 50% of first month's rent (plus VAT). Plus: £7.50 (inc VAT) per tenant per calendar month tenancy administration fee.
Preparation of an inventory and schedule of condition	£95.00 plus vat , per room.

Corona Virus Act 2020, as Amended April 2021: This guidance provides advice to landlords and tenants on the provisions in the Coronavirus Act 2020, and further advice for landlords, tenants and local authorities more broadly about your rights and responsibilities during the COVID-19 outbreak. We would strongly recommend that you read and review the guidelines by visiting:

[Guidance for landlords and tenants - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

All practises taken by ForTheLandlords.com are in line with government guidelines, to protect the safety of our customers and staff.

GENERAL AUTHORITY & INFORMATION

Safety Regulations: The letting of property is now closely regulated with respect to consumer safety. The law makes demands regarding the safety, servicing and inspection of the gas and electric appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply: Furniture and Furnishings (Fire)(Safety) Regulations 1988 / General

Product Safety Regulations 1994 / Gas Safety (Installation and Use) Regulations 1998 / Electrical Equipment (Safety) Regulations 1994 / Plugs and Sockets (Safety) Regulations 1994

Housing Act 2004: It is your responsibility as the landlord to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Landlords Licensing Obligations Including HMO licensing Obligations: Certain types of Premises may require a licence before they can be let. In particular Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is landlords' obligation to ensure compliance at all times with the provisions of the Housing Act 2004 (the Act) (including any secondary legislation, orders or regulations made under it) related to the licensing of HMOs and the terms and conditions of any applicable licence granted pursuant to the Act. Landlords acknowledge and agree that ForTheLandlords.com shall be under no obligation to comply with the Act notwithstanding that ForTheLandlords.com may by virtue of its property management services be a 'person having control' over, or a 'person managing', within the meaning of section 263 of the Act. Further, landlords hereby indemnify and shall keep ForTheLandlords.com fully and effectually indemnified against any non-compliance of the Act by them as landlords including as to any costs damages expenses fines and/or penalties suffered or incurred by ForTheLandlords.com in connection with any such non-compliance.

Gas Safety (Installation and Use) Regulations 1998: These cover all gas appliances, flues, meters and associated pipe work and require landlords to arrange an inspection carried out by a 'GasSafe' registered plumber to check all gas installations. Once the plumber is satisfied that the installations fulfill all requirements, a Gas Safety Certificate will be issued, a copy of which must be held by the agent and given to the tenant before they move in. This certificate must be renewed once a year. ForTheLandlords.com Ltd normally arrange the first inspection and, where full management service is required, subsequent inspections thereafter. Breach of this regulation can result in heavy fines or even imprisonment, so tenants are not allowed to occupy a property without a certificate. Landlords are also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction booklet is supplied.

Furniture and Furnishings (Fire)(Safety) Regulations 1988: This act covers all upholstery and upholstered furniture supplied by the landlord in any part of the rented property, including beds, footstools, pillows, headboards, mattresses, cushions, sofa beds, futons etc. New compliant furniture will always carry the correct label indicating that it is legal.

The Electrical Equipment (Safety Regulations) 1994 / Plugs and Sockets (Safety) Regulations 1994: These regulations apply to all persons who let accommodation containing electrical equipment. From June 2020, new electrical testing regulations for landlords were introduced for new tenancies. These changes extended to existing tenancies from **1 April 2021**. Private landlords must ensure every **electrical** installation in the property is inspected and tested at intervals of no more than 5 years by a qualified and competent person and a valid certificate issued.

All electrical installation[s] at a property and any electrical appliance should be safe, regularly checked, with work only carried out by a qualified electrical engineer. Good practice would be to carry out the tests annually or whenever a new tenant moves in. A property cannot be let where the electrical report shows items that are unsafe to use or require repairs; the items should be removed and repaired or replaced immediately. ForTheLandlords.com can arrange this service and costs can be provided upon request. Should ForTheLandlords.com not be instructed to carry out this service, we will work on the assumption you either already have a valid EICR certificate in place [copy required] or arrangements to obtain one will be sourced via you directly without our involvement. The landlord is also responsible for ensuring that either the operating instructions are shown on the appliance or that an instruction

booklet is supplied. Failure to comply with these Regulations may constitute a criminal offence. You should also note that you will be obliged to maintain / replace any appliances or items that are left in the property that subsequently break down during the tenancy. Therefore, please ensure all electrical items that you do not wish to be responsible for are removed prior to letting.

PAT Testing: Portable Appliance Testing (PAT) is the checking of the safety of portable (as opposed to fixed) electrical appliances in your property. Portable appliances include stationary equipment, provided by the landlord such as fridge, freezer, dishwasher, washing machines, as well as things like TVs, Kettles, Toasters OR any other portable electrical appliance. We recommend that as part of ForTheLandlords.com management service, we conduct this check annually as a way to ensure and prove safety. Costs for this service can be provided upon request. ForTheLandlords.com Ltd normally arrange the first inspection and, where full management service is required, subsequent inspections thereafter.

Smoke Detectors/Fire Alarms: All new homes (built after June 1992) must be fitted with mains operated smoke detectors. ForTheLandlords.com Ltd strongly recommend that at least one smoke alarm is fitted to each floor of your property and in all bedrooms to comply with best practice. ForTheLandlords.com recommend that all HMO properties have a regular and documented fire alarm test at least once a fortnight as well as an annual fire alarm service to ensure that alarms in the property are fully functional. Please be aware that tenants **cannot** be responsible for this test. ForTheLandlords.com will arrange this service as part of our management services at a cost of £30.00 plus VAT, per week. This charge will be deducted from your rental account. ForTheLandlords.com will keep logs of any test carried out. Should the property be fitted with a fire alarm panel system, we recommend that this be checked/tested twice annually by a qualified/competent fire safe engineer. The cost per visit for this service is £420.00 plus VAT. For hard wired safety alarms, we recommend that an annual service is carried out, by a qualified/competent fire safe engineer. The cost per visit for this service is £305.00 plus VAT. You agree to keep ForTheLandlords.com fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to comply with recommended obligations.

General Communal Management in HMO's: ForTheLandlords.com insist that all communal areas of the property are cleaned on a regular basis by operatives that provide property management reports to us covering apparent tenant behaviour, communal area condition, general cleanliness, apparent maintenance issues and the reporting of fire hazards and obstructions to emergency escapes. This information helps ForTheLandlords.com compile a general 'risk management' Dashboard and is essential to our management service. ForTheLandlords.com will organise these essential tasks. Costs for all cleaning, tests and checks are quoted by 3rd party contractors and are separate to the cost of Full Management. You agree to keep ForTheLandlords.com fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to comply with recommended obligations.

Carbon Monoxide: Carbon monoxide alarms will be required in any room used for living accommodation that contains a "solid fuel burning combustion appliance". ForTheLandlords.com Ltd can provide a quote for this.

Energy Performance Certificates: Energy Performance Certificates (EPC) have been introduced to help improve the energy efficiency of buildings. The EPC is required by law when a building is constructed, sold or put up for rent and gives home owners, tenants and buyers information on the energy efficiency of their property. Landlords will need to provide an EPC before the property can be advertised, which will be valid for ten years. The Landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with above regulations.

The Landlord agrees to repay the Agent costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the property to fire and appliance safety standards. Your

acceptance of these terms and conditions of business will be deemed as having indemnified ForTheLandlords.com Ltd against any liability occasioned by any breach of any of the regulations mentioned above.

Rent: Unless agreed otherwise in writing, the rent quoted to a tenant will be inclusive of all outgoings for which you are liable as a landlord such as ground rent, service charges etc, but will exclude gas, electricity and other fuels costs, telephone, water rates and council tax which are payments for which the tenant is in most circumstances responsible for. Rent collected will be forward to the landlord's bank account or a cheque forwarded less any fees or expenses due or incurred for the period. We must, of course, have cleared funds in our account and the landlord must be entitled to the rent in accordance with the rent due date as agreed in the tenancy agreement. No liability can be accepted by ForTheLandlords.com Ltd in the event of non-payment of rent or any breach of the tenancy. ForTheLandlords.com Ltd cannot be accountable to the landlord for any rent not actually received and will not commence enforcement or any other proceedings unless instructed by the landlord in writing. The landlord will be responsible for any costs incurred in connection with these proceedings.

References: ForTheLandlords.com Ltd will apply for appropriate references including credit search, employer's reference and previous landlord (where applicable) and will endeavour to advise the landlords of the results. Should references not be deemed satisfactory then ForTheLandlords.com Ltd will not proceed with the tenancy unless authorised by the landlord. No liability can be accepted by ForTheLandlords.com Ltd in the event that a tenant thereafter proves unsatisfactory whether due to non-payment of rent or any other breach of the tenancy.

Rental Revolution: To qualify for this service and to receive a refund of 3x months management fees on the 4th month of management, you will need to agree to sign up with us for a minimum term of 12 months (solely based on rented tenancy term(s), void/empty periods will not be included within this term). The 12-month term will be calculated and taken from the first day of management for any tenanted property (existing or relet). Should you not agree to sign up with us for this period the offer of free management will not apply and not be applied to your account.

Deposit: Unless otherwise agreed, the tenant will pay a deposit either equivalent to five weeks rent maximum OR enter into a NIL deposit scheme. From 6 April 2007, all deposits (for rent up to £25,000 per annum) taken by landlords and letting agents for Assured Shorthold Tenancies in England and Wales, must be protected by a Tenancy Deposit Protection Scheme On the full management service and *additional extra option* on enhanced letting only service the deposit will be forwarded to the Deposit Protection Service (DPS) until the end of the tenancy when the property and contents will be checked for unfair wear and tear. The agreement of both parties will need to be obtained as to how the deposit is to be disbursed. In the event of a dispute the matter will be passed for dispute resolution a service offered through the DPS. Every reasonable endeavour should be made by all parties to ensure that this process is fair, equitable and any deductions due should be supported by appropriate documentation. The landlord is not entitled to any interest gained on the deposit. On the basic letting only service the deposit will be forwarded to the landlord who will be responsible for protecting the deposit with the DPS and providing the tenants with the relevant prescribed information within 30 days of the tenants paying the deposit. Failure to comply with this legislation will result in heavy penalties for landlords and any section 21 notice served to terminate the tenancy will be invalid. Full details relating to the DPS and the regulations can be found on the DPS website: <http://www.depositprotection.com>

Inventories: We recommend that a professional inventory is carried out prior to the commencement of the tenancy. Where instructed to carry out an inventory it will need to be carried out at least 4 working days before the agreed tenancy commencement date and once the property is fully vacated and prepared for letting i.e. all cleaning and gardening must have been completed and all items not included in the tenancy must have been removed from the premises. Once the inventory has been carried out the property must not be re-entered as this may invalidate the inventory (for which ForTheLandlords.com Ltd can accept no liability).

The inventory will provide a fair and accurate recording of the condition of the premises (this does not include lofts). The employees who prepare the inventory are not qualified surveyors and are not experts on antiques, materials, woods or fabrics. The inventory will record what items exist at the time of doing the inventory (except those of negligible value) and the condition of said items. We recommend that a professional cleaner cleans the property to include the carpets prior to the inventory being prepared. Landlords should not leave any articles of exceptional value in the property without prior arrangement with the Agent.

Check in service: Where instructed to do so (by the landlord) the agent will arrange to meet the tenants at the property before they move in to agree the inventory. ForTheLandlords.com Ltd do recommend that all tenants are checked in to property at the commencement of the tenancy in order to agree the inventory. It is essential that the inventory is signed by the tenants at the commencement of the tenancy in order for the inventory to be considered as acceptable evidence should there later be a dispute over the deposit return, resulting in the need for the DPS to offer their dispute resolution service. Where a landlord decides not to take advantage of the check in service they confirm that they have been informed of the benefits of the check in service and the risks associated with not having the inventory agreed and checked with the tenants prior to them moving in. The landlord therefore indemnifies the agent against any losses that they may incur due to the check in service not being carried out at the commencement of the tenancy. The landlord accepts that where there is not sufficient time (normally a minimum of 7 working days) provided to carry out and type the inventory (see above) before the tenants move in that the check in service may have to be withdrawn and the inventory sent out to the tenants to sign and agree after the tenancy has commenced. The inventory will be sent out to the tenants as soon as is feasibly possible thereafter.

Keys: We require as many sets of keys for the property as per the tenancy agreement and on the managed service we will require a further set be held at our office for emergencies, essential repairs and inspections.

Tenancy Agreement: The preparation of a tenancy agreement in the Agent's standard form is included in the management and the letting only services. Should the Landlord, advisors or mortgagees require amendment of the contract or require the Agent to enter into further work or correspondence, a fee for this extra work may be requested (or you may have the tenancy agreement amended by your own adviser at your own expense). The tenancy agreement will be sent to the landlord in advance for approval and signature. However, it is agreed that the Agent may sign the tenancy agreement(s) on behalf of the Landlord should it be necessary. Any extensions or addenda to the tenancy agreement will be at an additional cost of £60.00 plus VAT to the landlord on the full management service and on the letting only service. This cost also applies to any arrangements made for increasing the rental (if applicable).

Mail: Landlords should take care to inform all parties (e.g. Banks, clubs, societies etc.) of their new address and arrange for the Royal Mail Redirection Service, it is not always possible to rely on tenants to forward mail. ForTheLandlords.com Ltd are not responsible for forwarding mail to landlords or tenants.

Consent to let: If you have a mortgage you must obtain a letter of consent from your mortgage lender. If the property is leasehold, you may need to obtain written consent from your superior landlord prior to sub-letting. It is the landlord's responsibility to ensure that the intended letting is for a period expiring prior to the expiry of the lease.

Terminating the Tenancy Agreement: The Landlord shall provide the Agent with any requirements for return and possession of the property in writing and at the earliest opportunity. Landlords should be aware that any tenancy agreement entered on the Landlord's behalf is a binding legal agreement for the term agreed (a minimum of 6 months in most cases). The landlord acknowledges that in order to terminate the tenancy a minimum of two calendar month notice must be given to the tenant in accordance with the period of the tenancy and that this notice needs to be given even in the case of a fixed term tenancy which is due to expire. If ForTheLandlords.com Ltd are requested to serve a notice of possession on tenants then the agent reserves the right to pass this instruction onto specialised

solicitors, the Landlord will be responsible for the solicitor's costs which will be agreed in advance. The charge for ForTheLandlords.com Ltd to serve notice to terminate the tenancy will be £50.00 plus VAT for landlords on the Full Management Service. A quotation for landlords on the letting only services will be provided on request. The Landlord agrees to accept one month's notice in writing from the tenant and agrees that the one month's notice will take effect from the date the notice is received by the agent. If the tenant leaves prior to the end of the term of the tenancy, through no fault of the Agent, the Landlord shall not be entitled to reimbursement of any fees paid. ForTheLandlords.com do not offer financial or legal advice, further, ForTheLandlords.com do not offer recommendations to suppliers of such services. ForTheLandlords.com cannot accept liability or be held liable for costs incurred due to changes in legislation or decisions made by third parties we may signpost you, such as solicitors or collection agents. Relationships you have with any 3rd party ForTheLandlords.com signpost you are conducted, contractually, between you and that 3rd party under the 3rd party terms of business directly.

Reasonable costs and expenses: The Landlord agree's to repay ForTheLandlords.com Ltd for any reasonable costs, expenses or liabilities incurred or imposed on the Agent provided that they were incurred on behalf of the Landlord in pursuit of the Agent's normal duties. To assist ForTheLandlords.com Ltd in carrying out his duties effectively, the Landlord agrees to respond promptly with instructions where necessary to any correspondence or requests from the Agent.

Holding Company and Group Companies: ForTheLandlords.com Ltd is a wholly owned subsidiary of Christmas House Corporations Ltd [registered in England and Wales # 8591595] and is part of a group of companies that also includes ForTheLandlords.com [Hand-Hold] Ltd [registered in England and Wales # 8517077]. Landlords agrees to ForTheLandlords.com Ltd paying from rent received any outstanding invoice, reasonable costs, expenses, or liabilities charged, incurred or imposed from or on any group company.

Set-off: ForTheLandlords.com may without notice apply any monetary balance which is at any time held by any office or branch of the company or a group company for the account of the Landlord in or towards satisfaction of any sum then due and payable under this Contract or any other Contract, Warranty, Guarantee of other legal document signed between the Company and the Landlord. For the purposes of exercising any rights under this Clause, or any rights under the general law, the Company may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Creditor's opinion fairly reflects the prevailing rate of exchange. The Company is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights of set-off, combination or consolidation of accounts, lien or similar rights which the Company has under any applicable law.

Tax and overseas landlords: The landlord is responsible for notifying the HMRC of the tenancy. Income from letting UK property is subject to UK income tax, even if the landlord is resident abroad. When letting property and collecting rents for landlords overseas, ForTheLandlords.com Ltd is obliged by the Taxes Management Act (TMA) 1970 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the Landlord has been authorised in writing by Inland Revenue to receive rent gross. If you are a non-resident landlord who has not been granted exemption from tax deduction at source, ForTheLandlords.com Ltd as your agent must pay to the Inland Revenue on a quarterly basis the basic rate of income tax of net rentals collected by us on your behalf. In any case ForTheLandlords.com Ltd still must report to HMRC what each non-resident landlord receives. ForTheLandlords.com Ltd charges a quarterly administration fee of £80.00 plus VAT to manage correspondence with the Inland Revenue. A further annual charge maybe charged by the Agent for further work requested by the Landlord, the Landlord's accountant or the Inland Revenue in connection with such tax liabilities.

Housing Benefit: The Landlord undertakes to reimburse the Agent for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of

the tenancy and up six years thereafter, whether or not the Agent continues to be engaged to let or manage the property under this Agreement.

Insurance: The Landlord shall be responsible for the buildings and contents left by the landlord being adequately insured to include third party and occupier's liability risks. Failure to inform your insurer that the property is let could render the policy void. ForTheLandlords.com Ltd is not responsible for the administration of any claims arising during the period of management. ForTheLandlords.com Ltd can pass your details to FCC Paragon (upon request) to receive a competitive quote for insurance(s) available. ForTheLandlords.com Ltd accept no liability for external products taken out by the landlord. It is the landlord's responsibility to confirm/check accuracy. ForTheLandlords.com Ltd do not accept liability for any unsuccessful or void claims. All renewals and policy existence(s) are down to the landlord to verify and check. ForTheLandlords.com Ltd act as an introducer of additional service(s) available only.

Refurbishment: ForTheLandlords.com Ltd maybe able to aid with the refurbishment of your property such as fitting new carpets, re-decoration, re-fitting kitchens & bathrooms etc. For us to supply detailed quotes for works over £1000 we may require a non-refundable deposit of £150.00 which would be deducted from our fee should you proceed with the works. Before instructing contractors to proceed we would require all funds to cover the cost of the work required. Our fee for providing this service is 10% plus VAT of the net cost of the works.

Instructions: It is agreed that any instructions to the Agent from the Landlord regarding landlord contact details, termination, proceedings, major repairs, payment, or other significant details regarding the letting be confirmed to the Agent in writing. ForTheLandlords.com Ltd will not be responsible in the event of a claim by the landlord arising out of an alleged failure to comply with altered instructions unless ForTheLandlords.com Ltd has received written confirmation of such an alteration.

Holding fees and deposits: A holding fee is generally taken from a tenant applying to rent a property. The purpose of this fee is to verify the tenant's serious intent to proceed, and to protect the Agent against any administrative expenses (taking out references, conducting appointments, administration) that may be incurred should the tenant decide to withdraw the application. The holding fee does not protect the Landlord against loss of rent due to the tenant deciding to withdraw, or references proving unsuitable although early acceptance of rent from the applicant would not be advisable until satisfactory references have been received. Landlords should notify the Agent where they wish a larger security fee or deposit to be carried to protect against loss of rents, or insurance undertaken. The landlord is hereby given notice that the client bank account is an interest accruing account held with Lloyds Bank. No interest will be delivered to landlords on deposits or rents held.

Withdrawing from a tenancy: Once an offer has been accepted verbally or in writing by the landlord, ForTheLandlords.com Ltd will draw up agreements and conduct references. If the landlord subsequently informs us they do not wish to proceed with the tenancy then ForTheLandlords.com Ltd reserves the right to charge the let only or fully managed tenancy set up fee to cover costs incurred.

Value Added Tax: Except where otherwise stated our commission, fees and charges will be subject to value added tax at the prevailing rate or any other tax that may take its place.

Legal proceedings or Tenant breaches: Any delays of payment or other defaults will be acted on by the Agent in the first instance (as part of the full management service). Where the Agent has been unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the Landlord will be advised accordingly. We may signpost you to a Solicitor to help you deal with regaining possession and/or collecting arrears. ForTheLandlords.com Ltd will not take legal action on your behalf. ForTheLandlords.com Ltd cannot accept any liability for arrears or breaches of the tenancy agreement. If ForTheLandlords.com Ltd are required to attend court on the landlord's behalf this will be by special arrangement and subject to an additional charge that will be agreed in advance. The Landlord is responsible for payment of all legal fees and any related costs.

Maintenance (full management service): ForTheLandlords.com Ltd will endeavour where possible to seek approval for any works required before instructing contractors, however subject to a retained

maximum expenditure limit (UK landlords: £350, overseas landlords: £400) on any single item or repair, and any other requirements or limits specified by the Landlord, the Agent will administer any miscellaneous maintenance work that needs to be carried out on the property. 'Retained maximum expenditure limit' means that the Agent has authority to spend up to this amount (or other amount as individually agreed) on reasonable improvements or repairs in any single monthly accounting period without prior reference to the Landlord. In the event the tenancy is terminated by either party we will retain 50% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Premises and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction, and the Landlord has to refer the matter to DPS to gain compensation for his loss from the Deposit. For expenditure in excess of this, the Agent would normally request authorisation in advance, although it is agreed that in an emergency or for reasons of contractual necessity where reasonable endeavours have been made to contact the Landlord, the Agent may reasonably exceed the limits specified. The Landlord agrees to make the Agent aware of any ongoing maintenance problems. Our panel of appointed contractors is constantly monitored to ensure that all members comply with our high standards of quality, cost and reliability. We will endeavour to use any qualified and suitably insured contractor specified by you, but cannot guarantee to do so, particularly in an emergency. Should you prefer for tenants to contact your tradesman in such instances please leave instructions in the property and provide copies to ourselves. Whilst exercising all due care and attention in our choice and administration of contractors we cannot accept any responsibility for any loss or damage caused by the neglect or default of any contractor.

Services: The Agent will take meter readings whenever possible at each change of occupation in the property and inform the service companies (electricity, gas and water) of these readings at the commencement of each new tenancy (on the full management service). In many cases, the service companies (e.g. BT) require that the new occupiers formally request and authorise the service and it is not possible for the Agent to do this on the tenant's or Landlord's behalf. Payment of Council tax will normally be the responsibility of the tenants in the property. However, landlords should be aware that where a property is empty or let as a house in multiple occupation (HMO) responsibility for payment of council tax then rests with the owner of the property. Any re-banding of council tax at any stage of the management process will not be the responsibility of ForTheLandlords.com and you will be required to handle all aspects of this change with the relevant local authority. Let Alliance acts on our behalf to notify the council, water suppliers and energy providers in line with the tenancy start and secondly to supply notifications to the local council, water suppliers and energy providers from the date that any tenancy terminates. *Let Alliance will only use your information for the purpose of council and utility registration, closing of council and utility accounts and Energy and Media comparisons (if required). Call Centre comparisons are completely optional, and you can opt out at any time.*

Inspections (full management service): Under the Full Management Service, ForTheLandlords.com Ltd will carry out property visits on a regular basis for the duration of each tenancy. We will endeavour to carry out inspections approximately every 3 – 9 months. If for any reason inspections are delayed due to circumstances out of our control, liability for this cannot be held against ForTheLandlords.com Ltd. Every endeavour will be made to ensure that inspections are carried out in line with service standards. It is not the intention to check every item of the inventory at this stage; the mid-term inspection is concerned with verifying the good order of the tenancy (i.e. house being used in a 'tenant-like' manner) and the general condition of the property. This would normally include inspecting the main items (carpets, walls, cooker, main living areas and gardens.) These visits should not be relied upon to pick up any structural defects and does not include lofts. The visits will be subject to the tenant allowing access at reasonable times. Following the departure of tenants, a final inspection of the property is carried out by the Agent on the full management and enhanced letting only service. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the Landlord.

Any deficiencies or damage would normally be submitted to the Landlord together with any recommended deductions or replacement values.

Commission: Where ForTheLandlords.com Ltd arrange external services or insurance cover they may earn commission.

To Let Boards: At our discretion we will erect a "to let / let by" board unless otherwise instructed in writing.

Sale of the property: In the event that the tenant, who the agent introduced to the property, should buy the property the Agent reserves the right to charge 2% plus VAT of the sale price where instructed to negotiate and progress the sale on the landlords behalf. This commission will become payable once the sale is completed.

Sole Agency Rights: It is agreed that ForTheLandlords.com Ltd have been instructed as the sole letting agents to advertise the Property for a minimum 12-week period from the date of this agreement. If the property is advertised and let by another agent within this period without prior written agreement, then a fee of £300.00 is payable to cover the Agents advertising costs. The landlord also agrees to indemnify ForTheLandlords.com Ltd in the event of any claim made against the agent by a tenant arising out of the breach of the sole agency agreement.

Empty properties: Our services do not include the supervision of vacant properties whether the property is empty prior to a tenant taking occupation, between tenancies or after a tenant has vacated. Once a tenant has moved out of the property, we cannot pay bills on your behalf or instruct contractors unless part of our refurbishment service or agreed in writing and any additional costs agreed and paid in advance. Empty care visits are available by request at an additional cost which would be agreed in advance.

Fee changes / variations to the terms and conditions of business: ForTheLandlords.com Ltd reserve the right to vary the fees and these terms and conditions of business subject to giving the landlord one month's written notice.

Legionnaires Survey: Due to changes to the Approved Code of Practice, it is recommended that all rental properties must have had a Legionella Risk Assessment. ForTheLandlords.com Ltd must make you aware of compliance rules, particularly in relation to Tenant health and safety matters. The relevant legislation can be viewed at: www.hse.gov.uk/legionnaires. The risk assessment survey must be performed by a professionally trained company and we have contracted a company to do this test on our behalf, at a competitive rate. The cost of this initial survey will be additional at £95.00 plus VAT. *In the event any further tests or works are needed this will be at additional cost.* Once the initial survey has been carried out, you will be advised on when the next check should be carried out. ForTheLandlords.com will only instruct this survey upon receipt of your written instruction/authorisation.

Assignability: This agreement shall not be assignable by you but will be assignable by ForTheLandlords.com Ltd as required from time to time.

Rent Guarantee: *(In the event Rent Guarantee is taken out and agreed by the landlord. Not available to all tenancies/landlords and will not be provided automatically).* In the event that there are any defaults in the payment of the Rent (as set out in the tenancy agreement) by the Tenant(s)/Guarantor(s) within 6 months of the start of the tenancy (being the date upon which the tenancy agreement is stated to commence, as set out in any tenancy agreement) and provided that the tenancy commencement is within 60 days of the reference being given if the reference was before the tenancy commencement date), the Agent will pay Rent monthly, in arrears: Up to a maximum of the monthly rent, per tenancy, per calendar month until Vacant Possession has been gained. Payments will be made subject to any deductions agreed in this agency agreement. Deductions will also be made for any outstanding charges due from the Landlord. In the event of payments being made under this warranty, all rights of the Landlord to recover such sums shall be subrogated to the Agent or their insurer in order to affect recovery of sums paid (in the name of the Landlord if necessary or expedient). By signing this agency agreement the Landlord confirms and agrees to the same. Recovery of rents paid out shall be at the sole discretion of the ForTheLandlords.com.

Should the Landlord receive any funds from any Tenant(s)/Guarantor(s) after any date of default which results in the Agent having to pay any monies to the Landlord under the terms of this guarantee, the Landlord shall immediately notify the Agent of such receipt and shall forward such funds (up to the amount paid by the Agent) to the Agent immediately on receipt of the same. This Warranty is part of the service standard for our vetting service and you will receive details once an application has been received, processed and completed. The referencing decision will decide whether this service is available. The landlord must confirm their agreement to take out this guarantee at an additional monthly cost of £24.00 including vat. Confirmation and agreement to take out this guarantee must be received in writing. This monthly fee will be charged and deducted from monthly rents received, per tenant/tenancy. ForTheLandlords.com cannot accept liability for any none cover, or cover being refused or disputed or any declined claims.


Termination of this Contract: Six months written notice must be given by the landlord should you wish to terminate this contract. Fees remain due on any tenancy for which ForTheLandlords.com Ltd has found a tenant for a minimum period of six months after the tenancy start date.

In the event that six full months' notice to terminate the agreement is not given by the landlord, a charge of six months commission will be made. To supply you with any copy documentation in relation to a tenancy, an administration fee of £75 plus vat will be charged to cover this service. In the unlikely event that you have a complaint regarding the service received a copy of the complaints handling procedure will be made available to you. Should you feel that your complaint has not been handled satisfactorily you can refer the matter to the Property Ombudsman.

Important: Clients should carefully read and understand the above terms of business before signing.

The Landlord confirms that he/she is the sole or joint owner of the property and has the right to rent out the property under the terms of the mortgage or head lease. Where necessary, the Landlord confirms that permission to let has been granted by the mortgagee. The Landlord authorises the Agent to carry out the various duties involved in letting and managing the property as detailed previously and agrees to be bound by this contract and certifies that they fully understand the content and have received a copy thereof. The landlord confirms they are aware of the Safety Regulations that apply to lettings and that the Agent has provided sufficient information to assist with compliance. It is agreed that the Landlord shall ensure that the property is made available for letting in a safe condition and in compliance with the relevant safety regulations. The landlord also agrees that they are aware of the legislation regarding tenant's deposits and understands that should they have opted for the basic letting only service that they will be fully responsible for registering the deposit with the Deposit Protection Service and for providing the prescribed information to the tenants within 30 days.

Signed in acceptance of the above Terms and Conditions.

	Client 1	Client 2
Signed:	DocuSigned by:  C8207476B597479...	
Print name:	26-04-23	
Date:	Matthew Jamieson	