

TERMS OF BUSINESS FOR LANDLORDS OF RESIDENTIAL ACCOMMODATION

‘Agreement’

LETTING ONLY - £499.00 plus VAT

In LETTING ONLY, Carlton Estates:

- *Inspect and estimate the value of your property*
- *Advise on legal and legislative requirements*
- *Advertise and market your property to the widest possible audience*
- *Arrange and accompany viewings with potential tenants*
- *Negotiate the letting terms*
- *Take up references and financial checks perspective applicants*
- *Draw up and execute the tenancy agreement*
- *Arrange for an inventory and check-in if required **
- *Collect and register deposit in authorised scheme **

* Fees apply, see within.

PLEASE READ CAREFULLY - THE FOLLOWING TERMS OF BUSINESS EXPLAIN YOUR CONTRACTUAL POSITION AND RESPONSIBILITY AS A LANDLORD. BY SIGNING THE LAST PAGE YOU WILL BE TAKEN TO HAVE ACCEPTED THESE TERMS OF BUSINESS.

**PLEASE INITIAL THE BOTTOM OF EACH PAGE AFTER READING
TO ACKNOWLEDGE ACCEPTANCE AND UNDERSTANDING OF THE TERMS
HEREIN**

This Agreement is between:

The Agent:

**Carlton Estates
8 Station Road
Narborough
Leicestershire
LE19 2HR**

The Landlord(s):

The Property to be let:

PRE-INSTRUCTION REQUIREMENTS

MORTGAGES AND LEGAL CHARGES

Where a property is subject to a mortgage or other legal charges, permission from the lender is usually required to let. Carlton Estates require that the Landlord determines their own legal responsibility in this respect, and obtain the necessary consent at the earliest opportunity.

SUPERIOR LANDLORD

If the Landlord's interest in the property is not freehold but leasehold, permission to let from the superior Landlord is usually required, often by way of a licence to sub-let. Carlton Estates require that the Landlord determines their own legal responsibility in this respect and obtain the necessary consent at the earliest opportunity.

In no circumstances can the Landlord create a sub-tenancy for a period longer than the interest they hold. Carlton Estates may offer advice on all the above circumstances, but generally advise referral to the Landlords acting solicitor.

LANDLORD TO OBTAIN ALL CONSENTS WHERE REQUIRED

POWER OF ATTORNEY

Where the Landlord is resident overseas it is recommended that legal power of attorney is placed with a UK based resident or professional advisor, so that instructions may be expeditiously obtained as situations arise.

PROPRIETORSHIP

Carlton Estates accept, in good faith, receipt of instructions and information from the rightful owner, or person having due authority, of any property, and do not accept any liability where incorrectly instructed or informed.

JOINT OWNERSHIP

In the case of joint ownership the landlord must ensure that all other joint owners are named in the tenancy agreement and confirm that he/she is authorised to give instructions on their behalf.

INSURANCE

The Landlord must consult with their Insurance Company or brokers, to ensure that the property and all its contents are and remain adequately insured throughout the letting, and that the policy/ies allow for lettings.

DECOR AND CONDITION

The Landlord is required to ensure that the property, and all contents, have been cleaned and tidied, and that all is in a reasonable state of repair. The Landlord bears the responsibility of ensuring that all structures comply with the relevant Building Regulations, that all services have been correctly installed and are operational, and that all equipment is safe to use.

EQUIPMENT AND APPLIANCES

The Landlord confirms and warrants that all services, equipment and appliances, particularly burglar alarms, washing machines, gas fires and electrical and central heating systems have been installed by properly qualified persons in accordance with the manufacture's recommendations and any statutory regulations and have been checked and services by properly qualified service engineers, before the Tenant takes up occupation.

Fire and Furnishings Regulations

You hereby warrant to Carlton Estates that all furniture and furnishings in the Property to be let and included in the letting (whether originally provided or added during the Tenancy) fully comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and 1993.

Gas Regulations

The landlord must ensure that the gas supply and all gas appliances and fittings provided are safe and properly serviced and comply with the Gas Safety (Installation and Use) Regulations 1994. A Gas Safety Report will be required before the commencement of the Tenancy. A safety check should then be carried out on a yearly basis, by a "Gas Safe" registered engineer. You will indemnify us should a breach of these regulations occur during the tenancy.

Electrical Equipment and Wiring

You hereby warrant to Carlton Estates that ALL electrical appliances plugs sockets and wiring in the Property and the electrical supply is "safe" and will not cause "danger" and complies with all statutory requirements. From 1 January 1997 all new electrical appliances must carry a "CE" mark and instruction booklets or clear working instructions must be provided.

Electrical Safety Standards In The Private Rented Sector 2020

All landlords must ensure that electrical installations in their rented properties are inspected and tested by a qualified electrician and competent person at an interval of at least every five years.

You must supply a copy of this report to a new tenant before then sign any tenancy agreement.

Where the report shows that remedial or further investigative work is necessary, you must complete this work within 28 days or any shorter period if specified as necessary in the report.

INVENTORIES

A detailed, comprehensive Inventory incorporating a full description and statement of the condition of all fixtures and fittings is strongly recommended for all lettings properties.

Carlton Estates can arrange for an Inventory of the fixtures and fittings to be prepared. Any costs associated in the preparing of an Inventory (i.e. when an independent inventory clerk is employed) will be borne by the Landlord.

The deposit is not returned to the Tenant until any appropriate costs for damage, dilapidation's or loss have been agreed by both the Tenant and the Landlord. In the event of any dispute the matter will be referred to arbitration, or as otherwise directed by the Tenancy agreement.

LETTINGS PROCEDURE

REFERENCES

Once a suitable Tenant has been found Carlton Estates endeavour to obtain appropriate references, and where possible Carlton Estates approach the Tenants bank, accountant, employer, previous Landlord and personal contacts.

It is usual for professional organisations to limit the extent of their liability in respect of any reference given. Similarly Carlton Estates can not offer any guarantee in respect of the Tenant.

TENANCY AGREEMENT

Carlton Estates will prepare and execute an appropriate Tenancy agreement, or a company let. Carlton Estates also serve the appropriate notices required to be served upon and prior to commencement, under the relevant Housing Acts and Renters Rights Bill.

Carlton Estates will on behalf of the landlord sign the tenancy agreement.

Where significant and/or complicated alterations to the standard agreement are required, Carlton Estates reserve the right to consult with solicitors, at additional cost to the Landlord.

DEPOSIT

A deposit equivalent to five weeks rent, for damages against possible non-performance of Tenants obligations or breaches of covenant in the tenancy agreement.

We will hold the tenant's deposit during the tenancy as 'Stakeholder'. This means we owe a duty of care to both landlord and tenant. We are unable to release any deposit monies to either party without the prior agreement of both parties, except in circumstances where we have notified you (or the tenant) in writing of our intention and we have not received a reply from you (or the tenant) within a specified period.

If we are/the agent is instructed by you/the Landlord to hold the deposit, we/the Agent shall do so under the terms of the Tenancy Deposit Scheme.

If you/the Landlord decide to hold the deposit yourself, we will transfer it to you shortly after the start of the tenancy. You/the Landlord must then register it with another tenancy deposit protection scheme within the required time frame. If you fail to do so the Tenant can take legal action against you/the Landlord in the County Court. The Court will make an order stating that you/the Landlord must pay the Deposit back to the Tenancy or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you/the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You/the Landlord will be unable to serve a notice on your Tenant until compliance with the above conditions and the court will not grant you/the Landlord possession. order

We/the Agent has no liability for any loss suffered if you/the Landlord fail to comply.

The Agent holds tenancy deposits as Stakeholder.

At the end of the Tenancy covered by the tenancy deposit scheme.

If there is no dispute we/the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within a reasonable amount of time, once we receive written consent from both parties. We are not able to assist with deposit negotiations between landlord and tenant.

If there is a dispute I/we must remit to the Deposit Scheme administrator the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within the required time frame after being told that a dispute has been registered whether or not you or I/we want to contest it.

The Agent/we must co-operated in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Incorrect Information

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the landlord provides incorrect information to the Agent

which causes the Agent to suffer loss or caused legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

BANK ACCOUNTS

In accordance with the Estate Agents Act, deposits refundable to the tenant, are kept in a Carlton Estates 'Clients' bank account completely separate from Carlton Estates own business account.

FEES AND COMMISSIONS

All charges are subject to VAT at the prevailing rate.

All charges relate to a single letting of any premises, and where the same property is re-let the charges as outlined in this agreement will be reapplied.

Carlton Estates right to receive fees will not be prejudiced by any legal actions that may be necessary to recover unpaid rent or other monies due.

Where instructed, Carlton Estates can serve legal notices on behalf of the landlord. The costs for doing so are available by contacting our office. Landlords remain liable for ensuring that the appropriate paperwork is in place.

ADDITIONAL AND EXCEPTIONAL CHARGES

INVENTORIES

The cost of preparing the Inventory is payable by the Landlord.

ADVERTISING

General advertising of all properties is free of charge. Should the Landlord require additional individual advertising, a charge is made at cost.

INSURANCE CLAIMS

Landlords and tenants should take care to review any existing policies when renting or letting a property for the first time as some standard insurance products will either not provide cover, or might place restrictions on cover, for rented property and/or its contents.

A failure to inform your insurer that you are renting/letting a property could invalidate any subsequent claim. It is for a landlord to insure the building and his/her contents, fixtures and fittings.

The tenants are responsible for insuring any of their own possessions.

GENERAL

Carlton Estates are entitled to commission if they let the said property, whether instructed verbally or in writing.

Carlton Estates are not liable for any rent or non-payment of rent or any other liabilities incurred by the tenant, or for any outgoings payable on behalf of the Landlord if there are insufficient funds available.

Carlton Estates are not liable, either directly or indirectly, for any deficiency, loss or damage to the premises, its fixtures and fittings and contents, however caused, whether included in the Inventory or not.

Carlton Estates do not accept legal liability for the management of security of any property before it is let or at the termination of a tenancy, or if unlet between tenancies, whether or not they hold the keys to the property.

Where Right To Rent follow up checks are required, the landlord is responsible for this and indemnifies Carlton Estates of this obligation.

ADDITIONAL COSTS

(Tick box to accept)

- **Energy Performance Certificate – £95.00**
(Mandatory to market your property)
- **Gas Safety Certificate - from £95.00**
(Mandatory before the tenant(s) move in - this is an annual check)
- **Deposit Protection - £50.00**
(Mandatory when taking a deposit)
- **Inventory & Checkout - £180.00 (1 Bed) / £215.00 (2 Bed)
£235.00 (3 Bed) / £250.00 (4 Bed) (larger properties by negotiation)**
(A schedule of condition on the property)
- **Electrical Safety – £145.00**
(An electrical inspection on the property)
- **Legionella Risk Assessment - £85.00**
(Please see notes on page 10 of this Document)

All costs are subject to VAT at the prevailing rate.

INDEMNITY

The Landlord indemnifies Carlton Estates against any loss or damage Carlton Estates may suffer as a result of acting as the Landlords Agent in respect of any injury or damage to persons or property arising out of the condition of the property of any hazard in or about the property. Both Landlords and Tenants are advised to take out all appropriate insurance cover.

The Landlord undertakes to ratify whatsoever Carlton Estates shall lawfully do by virtue of these Terms of Business and to indemnify them against all costs and expenses properly incurred by them.

The Landlord undertakes to indemnify Carlton Estates against any costs or actions arising out of any representations made by Carlton Estates on behalf of the Landlord in all respects.

NOTE REGARDING INVENTORIES AND CHECKOUT

In the event of a dispute over a deposit claim at the end of a tenancy, an Inventory and an accompanying checkout may be used as a reference to determine liability in the case of a legal hearing or any form of arbitration.

Please be aware that without an Inventory at the beginning of the tenancy and a Checkout at the end of the tenancy it is likely that a court or an arbitrator WOULD NOT uphold a claim by the Landlord to withhold money from the deposit.

Whilst not a legal requirement, Carlton Estates strongly recommend that Landlords have an Inventory and Checkout on their let property. A checkout without an inventory will NOT be carried out.

I/We acknowledge having read and understood the above **NOTE REGARDING INVENTORIES AND CHECKOUTS** and on that basis I/We have decided as follows:

Yes I/We DO want an Inventory carrying out.

No I/We DO NOT want an Inventory carrying out.

Please delete accordingly and sign below to confirm your option.

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

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

WHAT IS LEGIONELLA?

Legionellosis is the collective term for diseases caused by legionella bacteria including the most serious: Legionnaires' disease.

Any water system with the right environmental conditions can be a source for Legionella bacterial growth.

There is a reasonable foreseeable Legionella risk within your water system if it:

- Contains water with a temperature between 20°C and 45°C
- Creates and/or spreads breathable droplets, e.g. aerosol created by cooling towers or water droplets
- Stores and/or re-circulates water
- Is likely to contain a source of food for the organism, e.g. presence of sludge, scale or fouling

LEGIONELLA AND LANDLORDS

The law is clear that if you are a landlord and rent out your property, you have a legal responsibility to ensure the health and safety of your tenant by keeping the property safe and free from health hazards.

Landlords therefore have a legal responsibility to carry out a **Legionella Risk Assessment** on any property they let out as described in the Health & Safety Act 1974.

Further legislative information relating to Legionella can be found on the **HEALTH AND SAFETY** (HSE) website. www.hse.gov.uk

CARLTON ESTATES strongly advise that a **Legionella Risk Assessment** is carried out and can arrange this for you.

Please complete the following: (*delete as necessary*)

I/we **DO** want Carlton Estates to arrange a Legionella Risk Assessment on my property.

I/we **DO NOT** want Carlton Estates to arrange a Legionella Risk Assessment on my property.

I/we acknowledge having read the above and in taking the **DO NOT** option, I/we indemnify Carlton Estates of any further responsibilities relating to the Legionella Risk Assessment.

Landlord(s) Name:

Rental Property Address:

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

Initial(s)

I/We hereby certify that I/We (jointly) own the property as identified on page two of this agreement which I/We have instructed Carlton Estates to Let.

The Property was / was not my/our principal private residence at the time of signing this agreement and if there are joint owners, both/all are aware to the letting of the Property.

I/We certify that my/our main residence (for more than six months of the year) is/is not in the UK and my/our address is:-

.....
.....
.....

CONTACT TELEPHONE NUMBER/S.....

.....

EMAIL ADDRESS.....

.....

ACCOUNTANT NAME AND ADDRESS.....

.....

CONTACT TELEPHONE NUMBERS.....

EMAIL ADDRESS.....

LANDLORD BANK DETAILS

BANK.....

SORT CODE.....

ADDRESS.....

NAME OF ACCOUNT HOLDER.....

.....

ACCOUNT NO.....

I/We confirm my/our instructions for Carlton Estates to act on my/our behalf in securing a tenant for the property as identified on page two of this agreement under the terms presented to me/us in the Terms of Business. I/We confirm as required to the regulations as pointed out by Carlton Estates in regard to the Furniture and Furnishings Fire Safety Regulations, Gas Appliances and general maintenance requirements. I/We hereby accept the above terms of business.

FULL NAME.....Date.....

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

FULL NAME.....Date.....

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

For office use only -

Name (printed) _____

Signed _____

Date: _____

Initial(s)

