

Name & Surname 	Mobile
Full address: 	Home
Full address rented property: 	Work
When is the property available from?	Fax
	Email
	Name(s) of account holder(s) _____
	Name of bank _____
	Sort Code _____
	Account No _____

Type of property studio / 1 / 2 / 3 / 4 / 5	room / studio / flat / house	Floor: GR/ 1 <sup>st</sup> / 2 <sup>nd</sup> / 3 <sup>rd</sup> / 4 <sup>th</sup>
Description _____		
Extras: garden / WM / DW / TD / GCH / DG		
Furnished Yes [ ] No [ ]		

Electricity supplier _____	Length of Contract 3 / 6 / 12
Gas supplier _____	Rent £
Water supplier _____	Entered Rentman Yes [ ] No [ ]
	Key Code

**Required level of service**

LET ONLY (   7 INC VAT @ 20%)	FULL MANAGEMENT (   12 INC VAT @ 20%)
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**TENANCY DEPOSIT PROTECTION**

Do you require Parks Property Services to protect Tenant's Deposit? Cost £60.00 INC VAT Yes [ ] No [ ]

**If No,** You will be responsible for lodging the deposit with your chosen Government-approved scheme and issuing the tenant with the Prescribed Information as specified in the Housing Act within 30 days from the date that the tenancy agreement was signed.

Do you require Parks Property Services to arrange below mentioned inspections?

Energy Performance Certificate - (Cost £102.00 INC VAT)	Yes [ ]	No [ ]
Gas Safety Certificate - (Cost £72.00 INC VAT)	Yes [ ]	No [ ]

(If No, please supply a Certificate prior to marketing your property)

**LANDLORD WARRANTY/ AUTHORISATION**

The undersigned hereby confirms that:

You are the lawful owner of the above mentioned property and authorise the Agent to act in accordance with this agreement.

You authorise the Agent to find a suitable tenant for your property and to sign tenancy agreements and other relevant documents on your behalf.

Where the property is subject to a mortgage permission to let has been obtained from the mortgagee.

Where the property is leasehold you have obtained all necessary consent to let and you must notify us of any special conditions implemented by the head landlord/freeholder.

You have informed your insurance company that the property is to be let, ensuring that the buildings and/or contents insurance cover remains adequate and operative. Your property complies with the following:

- The Gas Safety Regulations 1988
- Furniture and Furnishings Regulations 1994
- Electrical Equipment Regulations 1994.

You agree to enclose photo ID to comply with the Money Laundering Legislation and proof of address.

Signature of Landlord _____	Signature of Agent _____
Print Name _____	Print Name _____

## **Landlords guide to letting & management**

Deciding which Agent to instruct to let your property can for some Landlords be a very daunting thought.

As a homeowner or Investment Landlord who has taken care and pride in their property, you want to ensure that your Letting Agent will find Tenants that will continue to maintain the property to the highest possible standard as well as pay their rental on time and in full and keep the property in excellent condition.

As a Letting Agent we have a careful selection process of all Tenants. As a company we take a personal interest in providing you with the best possible service.

Our staff has an in-depth knowledge of both the Letting market, to achieve the best possible rent for your property and the technical knowhow to oversee and manage your property for a hassle free term of tenancy.

We would like to thank you for considering Parks Property Consultants Ltd to entrust with your property. We are a successful independent company with over ten years experience in letting and management. We never forget that you are our client.

We offer to you the care and personal service you would expect of a professional company.

Below we outline a brief menu of our terms and conditions. Please contact our offices for further information on this or any other matter.

### **LET ONLY SERVICE**

- Prepare particulars of the property and rental value.
- Market the property for letting.
- Obtain full references on all prospective Tenants.
- Inform the Landlords of Safety Regulation to adhere to.
- Prepare the Tenancy Agreement and relevant notices.
- Collect the first month's rental in advance.
- Collect a security deposit/Bond and register it with an approved body.
- Advise the Tenants of the procedures for registering with the appropriate domestic services.
- Prepare an Independent Inventory (optional). (Extra Charge) Free for management
- Check the Tenants into the property (optional). (Extra Charge) Free for management

### **FULL MANAGEMENT SERVICE**

- Full colour inventory
- Make arrangements for the collection of the rental.
- Prepare monthly statements.
- Chase late rents.
- Arrange for any property maintenance and repairs as per your instructions (subject to terms of Business).
- Carry out Quarterly property visits and report to the Landlord.
- Liaising between Landlord and Tenant. - Supervise that the Tenant(s) comply with the Terms of the Tenancy Agreement signed.
- Review rental values and renewal of tenancies.
- Arrange for check-out of the Tenant at the end of the tenancy.
- Arrange safety tests for gas and electrical appliances.

### **MANAGEMENT PLUS (Subject to an Insurance policy)**

This service will provide the Landlord with that extra security should there ever be any shortfall of rent or the Tenant breaches their tenancy obligations and leaves the property with outstanding rent due.

The rental can be fully protected through an inexpensive and reliable insurance rental warranty policies which can be activated for you at the start of the tenancy should you require it.

Details of the Rental Warranty Scheme are available on request.

### **GUARANTEED RENT SCHEME**

This "peace of mind" service guarantees the rent to the Landlord, whether the property is rented or not. This scheme is subject to a contract with Housing Associations or local authorities, conditions apply, please speak to your representative for full details.

## **Tenant Referencing**

All prospective Tenants are interviewed before being recommended. If accepted, full referencing will then take place via an independent referencing Agency or alternatively, a manual referencing system will be used where the following references will be obtained where possible.

- Employers reference
- Personal reference
- Credit check
- Bank reference in the form of recent bank statement
- Photo ID (Either passport or driving licence)
- Previous Landlord (if applicable)
- Financial Guarantor (if applicable)

## **Company Lets**

- Financial reference
- Credit Check
- Company search

The References obtained will be forwarded to you for approval. You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

## **Landlord Undertakings**

### **Consent for Letting**

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

### **Mortgage**

2. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

### **Sub-letting**

3. If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sublet, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

### **Insurance**

4. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that

impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

### **Taxation**

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs (HMRC) that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.

6. The HMRC has special rules regarding the collection of tax on Rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your Rental income at the prevailing rate, which is currently 20%. This money is forwarded to the HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlord Scheme we shall make an administration charge as shown in Schedule 6. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from the HMRC to pay the Rent gross he must deduct tax and forward that to the HMRC on your behalf. No person or organisation is exempt from this scheme.

### **Rent Arrears or Breach of Covenant**

7. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

### **Reimbursement of the Agent**

8. You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

### **Sub-Contractors**

9. Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors whom we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

### **Housing Act 2004**

10. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily 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 your responsibility 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.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served, you agree to reimburse us within 14 days of written demand or by way of deduction from monies paid to us by the Occupier.

## **Indemnity**

11. If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

## **Safety Legislation**

### **The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**

These regulations set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing a foam filling which may give off highly poisonous fumes from the man-made foams and coverings. The Regulations include conditions to show that furniture complies with the fire safety of materials used in their construction. These conditions are known as the ignitability test and include two criteria; the match test and the cigarette test and carry a permanent label showing compliance. Any furniture manufactured after 1.3.88 or sold by a retailer after 1.3.90 should be to the new standards and should be labelled accordingly. All furniture will carry a 'display label', the appropriate label at point of sale. This is not sufficient to comply with the Regulations. All new furniture (except some mattresses and bed-bases) must also carry a permanent and non-detachable label. Furniture produced prior to 1950 is exempt from the Regulations. However, if it has been re-upholstered it must comply with the Regulations.

It is up to the Landlord to provide a defence of due diligence for any breach of the Regulations. It may be a defence to show that a person took all reasonable steps and exercised all due diligence to avoid committing the offence. Proof of the date of purchase (i.e. receipts) would be good verification. Alternatively, the Landlord or the agent could ask the manufacturer for written confirmation of whether the furniture in question complies.

By signing this Agreement The Landlord certifies that all furnishings situated at and incorporated within the lettings of the premises comply with the requirements of the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993; and that Aston Mead Residential Lettings has the right to check that all relevant furnishings comply with the above Regulations prior to the commencement of any Tenancy and at the expense of the Landlord remove and replace any item that does not comply.

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

The above apply to any electrical equipment between 50 and 1,000 volts of alternating current, and 75 to 1,500 volts of direct current. This applies to new and second-hand appliances such as kettles and TVs, as well as fixed appliances such as electric cookers and immersion heaters.

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You must also ensure that all electrical installations are safe and have them checked regularly and to establish this, the appliances should be tested by a qualified electrician who has the necessary equipment to carry out such testing.

The Landlord confirms that Aston Mead Residential Lettings has informed him/her of the Electrical Equipment (Safety) Regulations 1994. Aston Mead Residential Lettings reserves the right to instruct a qualified electrician to inspect the property, the cost of which will be deducted from the rent received.

### **Gas Safety (Installation and Use) Regulations 1998**

The Gas Safety (Installation and Use) Regulations 1998 make demands on the lettings agents and anyone letting a property. The Regulations require all gas appliances and pipe work in a property to be inspected annually by a Gas Safe Registered Engineer. It is also advisable to have all appliances serviced regularly.

It is a criminal offence to let Premises with gas appliances, installations and pipework that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check and charge you for the cost of such check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least five working days before the existing one expires. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within 28 days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration.

The Landlord confirms that he/she has been informed by Aston Mead Residential Lettings of his/her responsibility in respect of the Gas Safety (Installation and Use) Regulations 1998. No Tenancy can commence until we are in receipt of a valid GSC.

### **Part “P” Building Regulations (Electrical Safety in Dwellings)**

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

### **Smoke Alarms and Carbon Monoxide Alarms**

Under current legislation, the Building Regulations 1991, it is the law that all newly built premises from June 1992 must have mains-fitted smoke alarms with battery back up. Other properties do not require smoke alarms by law. However, if battery-operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. If we or the inventory clerk are unable to reach the alarm to test it we will arrange for a contractor to visit the Premises and test the alarm. The cost of the visit is the responsibility of the Landlord and will be deducted from the initial Rent payment.

It is not the law that carbon monoxide alarms are fitted to premises. However, we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing.

### **Energy Performance Certificates (EPCs)**

Under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007, from 1 October 2008 it is a legal requirement to provide any prospective applicant for a tenancy of your property with an Energy Performance Certificate (EPC) produced by an approved Domestic Energy Inspector. Failure to supply one is a criminal offence punishable by a fine.

We must provide any prospective applicant with an EPC when we provide them with written details of your property or when they first view it, whichever occurs first. If you already have an EPC (for example because you recently purchased the property) you should supply us with a copy. Otherwise it will be necessary to produce one. If you wish you can source one yourself or alternatively we can instruct an inspector to provide an EPC on your behalf. Please note that we will be unable to market your property until we have an EPC.

### **Legionnaires Disease Risk Assessment**

Landlords are responsible for ensuring that the risk of exposure to Legionella in their property is properly controlled. A landlord has the duty to assess the risk from exposure to the tenant and, where a risk is identified, take appropriate steps to remove or minimise the risk.

The Health and Safety Executive (HSE) can impose fines or imprisonment if you do not comply with these requirements. This can happen even if there is an exposure to risk without someone actually being affected. For more information on how to carry out a risk assessment, please visit [www.hse.gov.uk/legionnaires/](http://www.hse.gov.uk/legionnaires/).

The Landlord confirms that he/she has been informed by Parks Properties (London) Limited of his/her responsibility in respect of their responsibilities to ensure that they have carried out a Legionnaires Disease risk assessment on their property.

## Definitions

1. In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" "we", "us" or "Member" means Aston Mead Estate Agents Ltd, trading from the Registered Office Address as 2AC Court, High Street, Thames Ditton, KT7 0SR. Or, anyone who subsequently takes over the rights and obligations of the agent.
- c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- d. "Landlord" "you" or "your" includes anyone owning an interest in the premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
- e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- f. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
- g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
- h. "Premises" means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord at the Premises Address set out on the Signatures page. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
- l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
- m. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- n. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- o. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
- p. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- q. "Agreement" means this Terms of Business signed between the Agent and the Landlord.

## Jurisdiction and Service

2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
4. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be 62 Holloway Road, London, N7 8JL .

## Service Information

5. We trade as a Limited company registered at Companies House (Reg 9290186)
6. Our VAT number is 204 752430
7. We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) and our registration number is: D12060 .
8. We are members of the London Landlords Accreditation scheme

### **Acts of Third Parties**

9. We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

10. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

### **Termination**

11. Either party has the right to terminate this Agreement in writing:

a. upon the Occupier's vacation of the Premises;

b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days' written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;

c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.

d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.

12. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage as described in Schedule 6 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

### **Assignment**

13. We reserve the right to assign our rights and or obligations under this Agreement upon giving you two months' written notice.

### **Data Protection Act 1998**

14. 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.

### **Interest on Clients' Monies and Commission**

15. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

### **Money Laundering**

16. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as "Void").

List B: Proof of Residence

- Council Tax Bill
- 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.



## Tenancy Deposit

### Definitions

“**Calendar Day**” or “**Day**” means any day of the year, including Saturdays, Sundays and bank holidays.

“**Relevant Person**” means person who paid the deposit or any part of it on behalf of a tenant.

“**Stakeholder**” means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

“**Scheme**” means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.

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

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

### Assured Shorthold Tenancy Deposits

If a tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorized tenancy deposit protection scheme.

The landlord must give the tenant and any Relevant Person ‘prescribed information’ about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

We are a member of the Tenancy Deposit Scheme, which is a government-authorized tenancy deposit protection scheme, administered by:

The Dispute Service Limited  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN  
Phone: 0845 226 7837  
Web: [www.tds.gb.com](http://www.tds.gb.com)  
Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
Fax: 01442 253193

**DPS registration Number: 1535271**

If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected.

**A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit,** if the landlord (or someone acting on the landlord’s behalf):

- fails to give prescribed information within the Statutory Time Limit; or
- fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person
- cannot obtain the scheme’s confirmation that the deposit is protected.

If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.

The Scheme rules are available to view and download from [www.tds.gb.com](http://www.tds.gb.com). A very important point for you to bear in mind is that we must hold the deposit as “stakeholder”. This means that we can only pay money from the deposit if:

- both landlord and tenant (and any Relevant Person) agree; or
- the court orders us to do so; or
- the Tenancy Deposit Scheme directs us to do so.

### During the tenancy

We will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).

Interest earned on the deposit will belong to the person entitled to it under the tenancy agreement.

If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.

### **Where there is NO dispute about the deposit at the end of the tenancy**

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. Should we Fully Manage your property we will help you to try and resolve any areas of dispute within a reasonable time, obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions.

Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.

### **Where there IS a dispute about the deposit at the end of the tenancy**

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends. A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.

If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.

If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.

If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme of whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**

Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from [www.tds.gb.com](http://www.tds.gb.com).

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk.

There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.