



Landlords' Terms of Business



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About Ourselves

Hellards is an independent estate agency established in Alresford in 1988. Our experienced staff live locally and have excellent knowledge of central Hampshire. We pride ourselves on providing an efficient and straightforward service to our clients.

We understand that letting a property, especially for the first time, can be a daunting experience. With this in mind, our most important consideration is providing you, the landlord, with the best possible service and the right tenant for your property.

We never forget that your rental property is one of your most important assets and we can confidently assure you that by instructing Hellards, to act as your letting and management agents, your property will be in safe hands.

A Tailored and Personal Service

Because we are a small firm, we are able to offer a personal and friendly service, whilst at the same time maintaining high standards of competence and professionalism. We are flexible and are often able to adapt our service to meet our clients' individual requirements and needs.

Carefully Selected Tenants

Drawn from a continually updated register, prospective tenants are thoroughly referenced and credit checked. In some cases we will require a guarantor or full payment of rent at the outset. The final decision rests with the landlord and we will advise you as to the suitability of prospective tenants.

Insurance for Landlords

We offer a range of competitively priced insurance products designed especially for landlords, providing extra security and peace of mind. These include:

- Guaranteed Rent Insurance
- Legal Expenses Cover
- Contents Insurance
- Buildings Insurance

Please ask us for details of these additional products.

General Practical and Legal Issues

Preparing the Property

Having a good relationship with tenants is the key to a smooth-running tenancy. As property managers maintaining this relationship is our job, but it is important that the tenants should feel comfortable in their home, and that they are receiving value for their money. A well-presented and maintained property in good decorative order will go a long way to achieving this. The benefits to the landlord are that tenants are more inclined to treat such a property with greater respect and are often happy to pay a higher rent for it.

General Condition

Electrical, gas, plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the landlord's expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

Furnishings

Your property can be let fully furnished, part furnished or unfurnished. Which of these is appropriate will depend on the type of property and local market conditions. We will be pleased to give you advice on whether to furnish or not and to what level. As a minimum you will need to provide decent quality carpets, curtains and light fittings. Remember that there will be wear and tear on the property and any items provided. If white goods are included within the tenancy it will be your responsibility to maintain and repair. It is recommended that any portable appliance with a plug is PAT tested prior to the tenancy starting and periodically throughout the tenancy.

Personal items, ornaments etc.

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the tenants' own use.

Gardens

Gardens should be left neat, tidy and clear of rubbish, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard. However, few tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange for visits by one of our regular gardeners.

Cleaning

At the commencement of the tenancy the property must be professionally cleaned at the landlord's

expense, and at the end of the tenancy it is the tenants' responsibility to have the property professionally cleaned. Where tenants fail to do so, cleaning will be arranged at their expense.

Information for the Tenant

It is helpful if you leave information for the Tenant, e.g. on operating the central heating and hot water system, kitchen appliances, the alarm system, and the day refuse is collected etc. For fully managed properties we create a property information pack which we leave in the property for tenants' reference.

Keys

You should provide two sets of keys for tenants and, where fully managed, a further set for us to retain in our office.

Other Considerations

Mortgage

If your property is mortgaged, you must obtain your lender's written consent to let out the property; we will need a copy of this approval letter. They may require additional clauses in the tenancy agreement, which you must inform us about in advance. We can recommend a financial advisor who can offer more detailed advice should you require it.

Leaseholds

If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent before letting the property out. If there are any restrictions which may impact your tenant (such as no pets) we must be advised of this prior to advertising and any Head Lease clauses should also be notified to us for inclusion within the Tenancy Agreement.

Covenants

If your property has any covenants which may impact your tenant (such as rights of way across the property) these should be notified to us prior to advertising and will be included within the Tenancy Agreement.

Insurance

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

Bills and regular outgoings

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit. However, where we are managing the property, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at our office, and that sufficient funds are held to your credit.

Council Tax and utility accounts

We will arrange for the transfer of Council Tax and utility accounts to the tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. We will handle these matters for you; BT, however, will require instructions directly from both the landlord and the tenant.

Income tax

When resident in the UK, it is entirely the landlords' responsibility to inform HM Revenue & Customs of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, he will require an exemption certificate from the HMRC before he can receive rental balances without deduction of tax. Where we are managing the property we will provide advice and assistance on applying for such exemption. You will need to quote Hellards' Lettings Registration approval number in order for HMRC to confirm to us that your rent can be paid to you in full. You may wish to instruct an Accountant or Tax Advisor to administer your tax affairs.

The inventory

It is most important that an inventory of contents and schedule of condition be prepared, in order to avoid misunderstanding or dispute at the end of a tenancy. Without such safeguards, it will be impossible for the Landlord to prove any loss, damage, or significant deterioration of the property or contents. In order to provide a complete service, we will arrange for an external company to prepare an inventory and schedule of condition, for which the cost will be deducted from the first month's rent.

What is an Assured Shorthold Tenancy?

Most tenancies are Assured Shorthold Tenancies (AST's), provided the rent is under £100,000 a year and the property is let to private individuals. Tenancies are usually granted for an initial fixed term of either 6 or 12 months. When the fixed term has expired the landlord is able to regain possession of the property provided he gives two months' written notice to the tenant. In addition, if the tenant owes at least 2 months or 8 weeks rent on the property he can apply through the court to seek a possession order.

Health and Safety and other Legal Requirements

The following requirements are the responsibility of the landlord. If you have decided to go with our Full Management Agency Agreement, they are also our responsibility. Therefore, where we are managing your property, we will need to ensure compliance.

Gas

Annual safety check: Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (e.g. a 'Gas Safe' registered gas installer).

Maintenance: There is a duty to ensure that all gas appliances, flues and associated pipe work are maintained in a safe condition at all times.

Records: Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

Copies to tenants: A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

We highly recommend that this is combined with your annual boiler service.

Electrical

Although, with tenanted property, there is currently no legal requirement for an Electrical Installation Certificate or a Periodic Appliance Test, except in the case of HMO's (Houses in Multiple Occupation), it is now a widely accepted and expected process in the letting industry. The only safe way to ensure safety and to avoid the risk of neglecting your 'duty of care', or even of being found guilty of manslaughter if such an incidence occurs, is by arranging regular inspections and certificates.

Oil, LPG, Solid Fuel Appliances, Wood Burning Stoves and Open Fires

Used chimneys should be swept prior to tenancy commencement and annually thereafter and documentation in the form of a certificate will be required. It will be the Tenant's responsibility to have the chimney swept annually if they are in the property for in excess of 12 months. Any solid fuel appliances installed from 2011 must have an Installation Certificate certified by a qualified HETAS engineer and a Carbon Monoxide alarm fitted. Oil, LPG, wood burning stoves and other solid fuel appliances need to be serviced on an annual basis and a copy of the service report left on the premises and with the Agent.

Fire

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that

specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags. Items which comply must have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

Energy Performance Certificate (EPC)

From 1st October 2008 a landlords' EPC is required whenever a dwelling in the social or private rented sectors is let to a new tenant. The landlords' EPC must be made available free of charge to prospective tenants at the earliest opportunity and a copy must be given to the person taking up the tenancy.

EPCs are valid for 10 years and can be re-used as many times as required within this period. It is not necessary to commission a new landlords' EPC on every change of tenant. However, if a newer EPC has been produced only the most recent one is valid.

A landlords' EPC is not required provided the same tenant has been in continuous occupation since before 1st October 2008. However, in such cases, landlords may consider it beneficial to commission an EPC.

Smoke Alarms and Carbon Monoxide Alarms

All properties built since June 1992 must have been fitted from new with mains powered smoke detector alarms and from 1st October 2015, current legislation dictates that there should be working smoke alarms fitted in ALL tenanted properties, with a minimum of one on each floor of the property – usually in the hall and landing areas.

Current legislation also requires landlords to have Carbon Monoxide detectors fitted by each and every gas, solid fuel, oil and wood burning appliance/stove and by open fires. These should be fixed to the wall or ceiling, approximately 2 – 3 metres away from and slightly above the appliance.

Is your property a House in Multiple Occupation (HMO)?

If your property is on 3 or more levels and let to 5 or more tenants comprising 2 or more households (i.e. not all of the same family) it will be subject to mandatory licensing by your local authority. Whether mandatory licensing as above applies or not, if there are 3 or more tenants not all related in any property, it is still likely to be an HMO, and special Management rules apply. Ask your local authority for details.

Learn more here: <http://www.property-licence.co.uk/>

The Deposit Protection Service

From 6 April 2007, all deposits taken by landlords and letting agents under Assured Shorthold Tenancies (ASTs) in England and Wales must be protected by a tenancy deposit protection scheme. Landlords and letting agents must not take a deposit unless it is dealt with under a tenancy deposit

scheme. To avoid any disputes going to court, each scheme will be supported by an alternative dispute resolution service (ADR). Landlords and letting agents will be able to choose between two types of scheme; a single custodial scheme and two insurance-based schemes.

Learn more here: <https://www.gov.uk/tenancy-deposit-protection/overview>

In most cases Hellards will register and send the deposit to The Deposit Protection Service (DPS). If we fully manage the property the deposit will remain protected against our name for the duration of the tenancy. If you manage the property yourself we will register and send the deposit to The Deposit Protection Service (DPS) and then transfer it to your Landlord ID so that you can deal with the deposit at the end of the tenancy yourself. We will require your DPS Landlord ID in order to do this. You will be sent a confirmation email from the DPS with a Deposit Repayment ID. It is important that you keep this ID safe as it will be required at the end of the tenancy.

Please note: You will only be allowed to hold the deposit yourself if you pay for, and are a member of, one of the following insurance based schemes – Tenancy Deposit Solutions Ltd (TDSL) trading as ‘My Deposits’, the Tenancy Deposit Scheme (TDS) or the DPS Insurance based scheme. Upon proof of membership we will transfer it to you within 5 days of receiving it. You must then register it with a Tenancy Deposit Protection Scheme within a further 9 days if the tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against the landlord in the County Court. The Court will make an order stating that you must pay the deposit back to the tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Scheme (DPS). In addition, a further order may also ~~will~~ be made requiring you to pay compensation to the tenant of an amount equal to three times the deposit. In addition you will be unable to serve a Section 21 Notice on your tenant, should you wish to re-take possession of your property, until compliance with the above conditions is met. We have no liability for any loss suffered if you fail to comply.

The Disability Discrimination Act 2005

The DDA 2005 addresses the limitations of current legislation by extending disabled people's rights in respect of premises that are let or to be let, and common hold premises. Landlords and managers of properties that are already let, as well as those available to let, will be required to make reasonable adjustments for disabled people. Under the new duties, provided certain conditions are met (for example, that a request has been made), landlords and managers of premises which are to let, or of premises which have already been let, must make reasonable adjustments, and a failure to do so will be unlawful unless it can be justified under the Act. Landlords will only have to make reasonable adjustments; they will not have to remove or alter physical features of the premises.

We hope that the information covered in this guide will be of assistance to you. If there are any aspects of which you are unsure, please ask us. We look forward to being of assistance to you in the letting and ongoing management of your property.

INFORMATION FOR LANDLORDS

TERMS & CONDITIONS OF APPOINTMENT

This document sets out the basis on which Hellards Estate Agents will carry out letting and management services on your behalf.

1. PRE-INSTRUCTION REQUIREMENTS

1.1 Mortgages

If you have a mortgage, it is necessary for you to seek permission from your Lender to let or sub-let the property. We will require you to confirm that you have obtained this permission. Please note that applying for this consent after a tenant has been found could prejudice the tenancy.

1.2 Leasehold Properties

If the property to be let is a flat or maisonette, or you are a lessee, you may require the consent of the Freeholder and/or Management Company before you can agree to a tenancy. Your tenant is entitled to request a copy of the Head Lease.

1.3 Insurance

The insurance of the property (buildings and contents) remains your responsibility for the duration of the tenancy. You must inform your building and contents insurers that the property is to be let; normal owner-occupier insurance may not cover damage incurred at a tenanted property. It is a condition of our service that the premises are comprehensively insured and, if not index linked with your mortgage, reviewed annually. Tenants will be responsible for arranging their own contents insurance.

1.4 Identification

In order to comply with current legislation regarding money laundering, we will need to see the original certified copy of your Passport, Driving Licence with a photograph, or similar evidence of your identity and evidence of your interest in the property which you require us to market. If the property is owned by a corporate body, confirmation of ownership and the status of the person authoring the Company's instructions will be required. In all cases where sufficient documentary evidence has been inspected by Hellards Estate Agents a copy needs to be made and kept on our file.

1.5 Energy Performance Certificate (EPC)

Please see information on page 8.

2. SAFETY PRECAUTIONS

2.1 Gas Safety

All gas equipment and appliances must comply with the Gas Safety (Installation & Use) Regulations 1998. They will need to be inspected on an annual basis by a 'Gas Safe' registered engineer. A Gas Safety Certificate must be obtained and a copy provided for our records as well as a copy for the tenant. All records of maintenance, works undertaken and a copy of the Safety Inspection Report must be made available to your tenant at the commencement of the tenancy and upon each renewal.

2.2 Fire Regulations

You must ensure that upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions supplied comply with the Fire and Furnishings (Fire)(Safety) Regulations 1988 and the Fire and Furnishings (Fire)(Safety)(Amendment) Regulations 1993.

2.3 Fittings and Equipment

All electrical equipment in the property must comply with the Electrical Equipment (Safety) Regulations 1994 and therefore must not be in such a condition as to be a risk of causing injury to humans or animals. From the 1st of January 2005 new rules came into force controlling who can carry out certain works on certain electrical installations in property and the procedures around those works. These are set out in Part B Building Regulations (Electrical Safety in Dwellings). Failure to comply with these Regulations is a criminal offence, which could result in a maximum fine of £5,000 per non complying item and or imprisonment.

Hellards Estate Agents can arrange for the appropriate qualified engineers to undertake the required inspections. If you employ your own contractors, we will require copies of the relevant inspection certificates.

3. DESCRIPTION OF SERVICES AND FEES

3.1 TENANT FIND ONLY SERVICE

Three weeks' rent (minimum £600) + £100 for preparation of tenancy agreement + VAT

The commission, which is non-refundable, falls due at the beginning of the tenancy and will be collected, in total, at the outset. Fees are payable for a second/third year extension to the tenancy, whether negotiated by ourselves or not, and will fall due at the commencement of the renewal period.

The services included in our commission are:

- 3.1.1** Initial appraisal and advice on preparing the property for letting.
- 3.1.2** Acceptance of your instructions on the basis that the property is wholly owned by the landlord (i.e. person or person's representative from whom we have accepted instructions) and that Mortgage consent has been obtained.
- 3.1.3** Marketing and advertising of the property.
- 3.1.4** Viewings to be undertaken by the landlord, or by our staff, in which case a key will need to be supplied by the landlord.
- 3.1.5** Introduction of a suitable tenant.
- 3.1.6** Obtaining references through a referencing agency, which includes a credit check, subject to the Data Protection Act 1998.
- 3.1.7** Negotiating the terms of the tenancy agreement between yourself and the tenant/s and liaising with solicitors if necessary.
- 3.1.8** Preparation of the appropriate tenancy agreements and obtaining of signatures from the landlord and tenant/s. This will incur a separate charge of £100 plus VAT. Should you wish to instruct a solicitor to draw up the agreement, you will be responsible for their costs and we will charge a fee of £100 plus VAT for our administration of the documents. Our administration fee for any extension to the tenancy term will be charged at £50 plus VAT plus fees for the agreed service as shown in Section 3.
- 3.1.9** Arranging the preparation of the inventory with an independent inventory clerk. The inventory clerk's charges are not included in our commission and will be an additional cost payable by the Landlord.
- 3.1.10** Arranging for the provision of a gas safety report and electrical check at the landlords' expense.
- 3.1.11** Arranging the transfer of the services i.e. gas, electricity, water and council tax in to the tenant's name and arrange for the closing accounts to be sent direct to you for settlement. Note: BT will not accept Agent's instructions and the closing of the telephone account must be dealt with direct by the landlord.
- 3.1.12** Receipt of initial tenant's payment to include the first rental instalment and deposit (usually equivalent of one and a half month's rental).

3.1.13 Preparation of standing order (if required) for payment of future rental direct to the Landlord.
Note: We can accept no responsibility if the tenant subsequently cancels the standing order arrangement.

3.1.14 As part of the Housing Act 2004 the Government introduced tenancy deposit protection for all assured shorthold tenancies (ASTs) in England and Wales where a deposit is taken. From April 6th 2007, all deposits paid under an AST should have been protected within 14 calendar days of receipt by the landlord. From 6th April 2012, deposits for all assured shorthold tenancies (ASTs) in England and Wales must now be protected within 30 calendar days of receipt by the landlord. This change is as a result of the Localism Bill 2011.

Accordingly, we will submit the deposit which has been paid by the tenant to the Deposit Protection Service (DPS) for their safe care and in accordance with current legislation.

3.1.15 Termination of Tenancy

For Tenant Find Only properties we can arrange the Inventory check out on your behalf (the cost of which is redeemable from the tenant's deposit in accordance with their tenancy agreement) and the report will be submitted to you so that you can arrange deposit return less any other deductions you agree with your tenant.

For properties we fully manage, we will inform both the landlord and the tenant of the resulting apportionment, in accordance with the Inventory Clerk's recommendations and the terms of the tenancy agreement. We will then submit this information to the DPS in order that they can disperse the deposit. We cannot be held responsible to arbitrate in any dispute arising over the dispersal of the deposit, although we will naturally seek to negotiate between the landlord and tenant to reach a mutually satisfactory conclusion. In the absence of an adequate inventory, it should be understood that claims against a tenant for damage or loss will be difficult to substantiate and we cannot be held responsible to offer an option in this respect. From 6th April 2007 statutory provisions require the deposit to be held under an approved scheme and any disputes not settled within a reasonable time frame will be passed to the DPS, of which we are members, for arbitration and this independent and free Alternative Dispute Resolution (ADR) service will aim to resolve any disputes quickly and without the need for court action.

The DPS has a maximum of 28 days to arbitrate the matter and then a further 10 days for monies to be transferred back to Hellards Estate Agents for dispersal according to their decision. Please note that this process could take up to a maximum of 48 days.

3.2 RENT COLLECTION SERVICE

10% + VAT of the gross rent payable under the agreement

Commission will be accounted to you monthly (unless previously agreed) and deducted from the rent received. Fees are payable for any extension to the tenancy, whether negotiated by ourselves or not and will be accounted to you monthly and deducted from the monthly rent received.

The services included in our commission are:

- 3.2.1** The services shown above in section 3.1. plus:
- 3.2.2** Receipt of rent paid by the tenant by standing order.
- 3.2.3** The forwarding of rent to yourself or your bank after clearance of the funds received. We will account to you net of any commission fees due and tax deductions, where appropriate. 5 working days should be allowed for funds to clear and reach you after receipt.
- 3.2.4** The submission of regular statements to you and your accountant (if required) showing rent received and expenditure.
- 3.2.5** In the event of rent being 7 days or more overdue, we will endeavour to notify the landlord and tenant of the outstanding amount. In the event that you choose to instruct a solicitor to pursue the non-payment of rent, you will be responsible for their fees.
- 3.2.6** The minimum term is six months, Thereafter, two months' notice of termination of the Rent Collection Service is required.

3.3 FULL MANAGEMENT SERVICE

12.5% + VAT of the gross rent payable under the agreement

Commission will be accounted to you monthly (unless previously agreed) and deducted from the rent received. Fees are payable for any extension to the tenancy, whether negotiated by ourselves or not and will be accounted to you monthly and deducted from the monthly rent received.

The services included in our commission are:

3.3.1 The services shown above in sections 3.1 and 3.2. plus:

3.3.2 Repairs and Replacements

In order to facilitate the normal day to day management, unless otherwise instructed we shall look after any minor repairs and issues costing **up to a maximum of £250.00 plus VAT, without prior consultation with our clients**. However, if there is a need for major repairs or improvements which are likely to cost in excess of £250.00 plus vat, we shall contact you and seek your approval and authority (and, in such situations, we would recommend that we obtain several estimates for your consideration). The only exception to this would be in the case of an emergency when, if we have tried to contact you but without success we may, of course, need to take immediate action and act as an Agent of necessity. Where the cost of any work is likely to exceed the imminent monthly rent, you will be asked to provide us with sufficient funds before the work can be instructed. Any statutory obligations imposed on us in relation to repairs will be discharged and then charged to you as appropriate.

3.3.3 Routine Visits

We will carry out periodic visits and report to you defects that come to or are brought to our attention. The visit is a non-expert visual impression and can only extend to the apparent and will not amount in any way to a structural survey. We cannot accept responsibility for defects or damage, which are not visibly apparent and are not drawn to our attention by the tenant. In the event that you require further investigation of any reported defects, the cost of a surveyor's time in the preparation of a specification and supervision of any work necessary will be charged at the prevailing rate.

3.3.4 Outgoings

Subject to held retained funds, we can pay current outgoings such as ground rent, insurance premiums, and service charges or similar contributions to shared expenses (except mortgage liabilities) and account to you regularly. Although we shall do our best to query any obvious discrepancies, it must be understood that we are entitled to accept and pay without question demands and accounts which cover, service charge demands or estimates where applicable. We cannot be responsible for any interest charged on late payment of such demands.

3.3.5 Management Appointment

Except in cases where you intend to reoccupy the accommodation and where special arrangements are made, our appointment is for an agreed initial period and thereafter subject to two months' notice to terminate on either side. If you exercise this notice period, letting fees are still chargeable for the remainder of the tenancy.

4. FURNISHING/REFURBISHMENT

We have considerable experience in preparing properties for letting and we will be pleased to undertake arranging and overseeing purchases and refurbishment works. If we undertake this work a fee equivalent to 10% + VAT of the invoiced costs of such works/purchases will be charged. We would require to be provided with sufficient funds to cover all purchases and arranged works, together with our fee before instructing any work.

5. GENERAL INFORMATION

5.1 Rent

Unless otherwise agreed, the rent quoted in marketing must be inclusive of all outgoings for which you are responsible (service charges, ground rents etc.). The tenant is responsible for gas, electric, telephone, council tax and water rates. Any monies transferred to the landlord will be without prejudice to final clearance.

5.2 Tax

You are responsible for notifying the Inland Revenue of the tenancy. Where a landlord resides outside of the U.K. the Commissioners for Inland Revenue will hold us, as your agent, responsible for payment of any tax liabilities which arise on rent collected by ourselves, unless approval is given for you to self-assess, pursuant to the Finance Act 1995. Therefore if you are resident abroad it will be necessary for us to deduct the appropriate rate of tax from the rent received and account to the Inland Revenue on a quarterly basis. Therefore, we recommend you apply for self-assessment to enable your tax affairs to be dealt with direct with the Inland Revenue.

5.3 Interest

Interest is not paid on any monies held on our account for the purpose of tax, rent receipts or working funds. Interest is not paid on the deposit held.

5.4 Inventories

We will instruct, on your behalf, an independent Inventory Clerk to carry out the preparation of the inventory and for checking in the tenants at the commencement of the tenancy. The cost of the preparation is the Landlords with the tenant paying for the check-out which will be arranged by the agent. The landlord will be responsible for checking the inventory at the termination of the tenancy. We cannot accept responsibility for any errors or omissions of the Clerk in carrying out the inventory function.

We strongly recommend a professional inventory but in the absence of one, we cannot accept responsibility for checking the condition at the commencement or termination of the tenancy, or offer an option on dilapidations.

5.5 Condition of Property

The landlord, prior to the commencement of the tenancy should service all gas and electrical equipment and, where possible, maintenance contracts arranged for ongoing service.

We reserve the right, should the need arise, to employ the services of professional cleaners and gardeners at the landlords' expense, prior to the commencement of a tenancy.

5.6 Care of Empty Properties

If we have been appointed as your managing agent and your property remains un-let between tenancies, we will require funding prior in advance of agreeing to undertake any work for the maintenance and repair of your property. You will also be required to make arrangements for the payment of utility accounts until such time as a tenant is found.

If we are instructed on a sole agency basis to market your property and, in the event of the property becoming unoccupied during the summer months, we may arrange, at our discretion, for the garden to be tended during the void period if you do not have a gardening contractor already engaged. Likewise, should the property become empty during the winter months, we may, at our discretion, set heating to an appropriate level. This is to avoid the possibility of frozen or burst pipes, which can incur substantial damage and expense. We cannot accept responsibility in the event of damage. Should you prefer to make other arrangements regarding heating, we would require this in writing and again any charges incurred in re-starting boilers are at the landlords' expense.

5.7 Third Party Introductions

In the event of a third party associated with the tenant or occupant entering into a subsequent tenancy agreement without an intervening tenancy, commission will be payable to Hellards Estate Agents at the commencement of the tenancy. Fees will be charged in accordance with Section 3 at whichever fee level is appropriate.

5.8 Purchase by the Tenant

In the event that the tenant introduced by us purchases the property from the landlord, commission shall be payable to Hellards Estate Agents at the prevailing sole agency rate (currently 1.25% plus VAT). The commission will become due on exchange of contracts and payable on completion of the sale.

5.9 Landlord and Tenant Act 1987

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, we must provide tenants with an address within England and Wales to which notices may be served on you. We will use our address for this purpose. Although we will use our best endeavours to forward to you any notices served at our address, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

5.10 Post

Whilst we will endeavour to forward any post received on your behalf, we cannot be held responsible for any loss arising from the non-receipt of the same by you. We do request that you arrange a redirection service with the Post Office.

5.11 Third Party Purchase

In the event that you sell or pass on the title of the property, which is subject to a tenancy

arranged by us, our commission remains payable for however long the same tenancy lasts, irrespective of with whom any extensions are negotiated. In your own interests you must therefore ensure that the purchaser agrees to pay the commission due to us after completion of the sale by obtaining the purchasers' written agreement to our Terms of Business.

5.12 Tenancy Default

We cannot accept responsibility for a defaulting tenant, dilapidations or non-payment of service accounts, although our service is designed to minimise problems in this respect. The landlord will be informed of any rent arrears or breaches of covenant brought to our attention. Should it be necessary to place any such matters in the hands of solicitors, it is the landlord's responsibility to instruct a solicitor and meet the cost of any expenses incurred in this respect. Legal expenses and rent guarantee insurance cover is available if required.

5.13 Fees Disputes

Our fees are based on both sole and multi-agency basis. If we are the agents initially introducing an applicant to your property, who subsequently takes the tenancy through another agent, then Hellards Estate Agents will be entitled to 100% of our fees.

5.15 Data Protection Act 1998

Information supplied by you will be held on our computer records in accordance with the Company's notification under the Data Protection Act 1998. We may use this information or share it with others for account administration (including debt tracing and collection), credit, insurance, property and rental decisions. We may record sensitive personal data as defined in the 1998 Data Protection Act. You are entitled to ask for a copy of the information held about you subject to the payment of an administration fee that will be notified to you upon application and will not exceed the value set by statute. You have the right to request that it be amended if it is found to be incorrect.

5.16 Other Charges

Please note all fees quoted within this document are subject to VAT at the prevailing rate.

Summary of Services

TENANT FIND ONLY

Three weeks' rent (minimum £600) + £100 for preparation of tenancy agreement + VAT

- Initial consultation
- Property assessment
- Marketing the property
- Accompany viewings
- Vetting prospective tenants
- Arrange pre-let professional property/carpet clean (*contractors fees are not included in our commission*)
- Arrange for the gas and electric safety tests (*contractors fees are not included in our commission*)
- Arrange for the EPC to be carried out (*contractors fees are not included in our commission*)
- Preparation of the lease (*additional fee of £100 + VAT*)
- Signing of the lease
- Arrange for the check-in inventory report (*inventory fees are not included in our commission*)
- Arrange for transfer of utilities
- Receive first month's rent & deposit
- Payment of accounts
- Submit deposit to the DPS and transfer the deposit to the Landlord's own unique ID
- At the end of the tenancy, arrange for the check-out inventory report (*inventory fees are not included in our commission*)

RENT COLLECTION SERVICE

10% + VAT (Payable monthly)

- Initial consultation
- Property assessment
- Marketing the property
- Accompany viewings
- Vetting prospective tenants
- Arrange pre-let professional property/carpet clean (*contractors' fees are not included in our commission*)
- Arrange for the gas and electric safety tests (*contractors' fees are not included in our commission*)
- Arrange for the EPC to be carried out (*contractors fees are not included in our commission*)
- Preparation of the lease (*additional fee of £100 + VAT*)
- Signing of the lease
- Arrange for the check-in inventory report (*inventory fees are not included in our commission*)
- Arrange for transfer of utilities
- Receive first month's rent & deposit
- Payment of accounts
- Submit deposit to the DPS
- Monthly Statements
- Dealing with initial enquiries
- At the end of the tenancy, return deposit after agreement with the landlord and tenant.

FULL MANAGEMENT SERVICE

12.5% + VAT (Payable monthly)

- Initial consultation
- Property assessment
- Marketing the property
- Accompany viewings
- Vetting prospective tenants
- Arrange pre-let professional property/carpet clean (*contractors fees are not included in our commission*)
- Arrange for the gas and electric safety tests (*contractors fees are not included in our commission*)
- Arrange for the EPC to be carried out (*contractors fees are not included in our commission*)
- Preparation of the lease (*Additional fee of £100 + VAT*)
- Signing of the lease
- Arrange for the check-in inventory report (*inventory fees are not included in our commission*)
- Arrange for transfer of utilities
- Receive first month's rent & deposit
- Payment of accounts
- Submit deposit to the DPS
- Monthly Statements
- Addressing maintenance issues
- Routine Inspections
- Dealing with all enquires
- At the end of the tenancy arrange for the check-out inventory report (*at the tenants expense*)
- At the end of the tenancy, return deposit after agreement with the landlord and tenant.

All charges are subject to VAT and are subject to change at any time.

I/We have read and understood the Terms of Business and instruct Hellards Estate Agents to undertake the following service on my/our behalf:

Tenant Find Only Service

Rent Collection Service

Please note that you will be responsible for dealing with your tenant's deposit return at the end of the tenancy. You must be registered with one of the following Tenancy Deposit Schemes. If you are not yet registered the DPS Custodial Scheme is free for Landlords to use.

DPS Landlord ID (To obtain your DPS Landlord ID please register with The Deposit Protection Service - go to www.depositprotection.com and click on *New Users – Register Online Now*. Follow the steps to register a new account then enter your Landlord ID above).

OR I am a member of Tenancy Deposit Solutions Ltd (TDSL) trading as 'My Deposits'

Registration No.

OR I am a member of The Tenancy Deposit Scheme (TDS)

Registration No.

Full Management Service

Subject to the conditions as stated herein I/we confirm the information given to Hellards Estate Agents which is required to comply with the terms of The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 provide a true record.

The Landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to let the property have been obtained.

Please sign both copies and return one copy to our Lettings Department to authorise our office to commence marketing your property.

PROPERTY ADDRESS.....

.....

SIGNED.....

NAME (please print).....

DATE.....

I/We Consent to Hellards Estate Agents erecting a board at the property.

Within this document, any reference to one gender includes the other and any reference in the singular shall include the plural, if appropriate.

This information is provided as a guide only and is believed to be accurate, although it should not be relied upon in place of formal legal advice. We are more than happy to provide further advice and more detailed information on request.

MANAGEMENT INFORMATION AND INSTRUCTIONS

The information requested in this form is to enable us to efficiently perform our service in your absence. Please complete it fully and clearly throughout.

ADDRESS OF PROPERTY TO BE LET:	
Postcode:	Tel. No. of property:
OWNER (Name):	
YOUR CORRESPONDENCE ADDRESS:	
Postcode:	Home Tel. No:
Work Tel. No:	Fax No:
Mobile Tel. No:	Email:
YOUR REPRESENTATIVE (someone in the UK we can contact if necessary):	
Name:	Address:
Home Tel. No:	Work Tel. No:
Mobile Tel No:	Email:
YOUR BANKERS (for rental balance credits):	Bank name:
Branch Address:	
Sort Code:	
Account Holders Name:	Account No:

INSURANCE: Please note that we do not undertake to renew insurance policies except those originally arranged by ourselves. The details requested below are for our use in the event of claims only. We recommend and can assist in the arrangement of specialised insurance for landlords' including Legal Protection, Contents, and Rent Guarantee.

CONTENTS INSURANCE: (You must inform the insurers of the letting or the policy will be void)

Company name:

Address:

Tel no:

Policy no:

BUILDING INSURANCE: (You must inform the insurers of the letting or the policy will be void)

Company name:

Address:

Tel no:

Policy no:

EXISTING SERVICE OR MAINTENANCE CONTRACTS on equipment, appliances etc:

GENERAL MAINTENANCE: We have reliable tradesmen on call who we can recommend (e.g. plumber, electrician, kitchen appliance engineer, gardener, handyman etc.). However if you wish to nominate your own tradesmen please give details below. Where we are unable to contact yours, we will instruct our own.

MAINS SERVICES: Please give the exact location of the following in case of emergency:

Water stopcock –

Electricity consumer unit (fuses/circuit breakers and switch):

Gas stopcock:

Please state any other details of which we or the tenants should be aware (such as restrictions/covenants):

Signature:

Date:

NOTICE OF THE RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Under the above regulations a consumer who concludes a contract with a supplier has the right to cancel that contract within 14 days by giving notice to the supplier.

It is a legal requirement that the supplier points this out to the consumer. The legislation also requires that you are provided with details of how to exercise that right and below is a detachable slip for you to complete and return should you wish to cancel. Cancellation must be in writing but you can email or use the form below in the post or by hand delivery.

If you have expressly indicated that you wish Hellards to commence marketing your property prior to the 14 days' Notice, you will still have the right to cancel but you will need to agree to pay expenses incurred if you choose to cancel. The most this cancellation fee would be is £200 (*you may wish to change this*).

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the company named below. You may use this form if you want to but you do not have to.

(Complete, detach and return the form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: Hellards, No. 11, Broad Street, Alresford, Hampshire, SO24 9AR

*Or scan and email to **lettings@hellards.co.uk***

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract for

PROPERTY NAME

Signed

Name & Address

.....

Date



