



**Rawlins Estates**

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**TERMS OF BUSINESS - LETTINGS**

These terms set out the agreement between 'you' the Landlord and Rawlins Estates Ltd (RE Ltd) 'us'.

Please ensure that you complete all sections highlighted in **Red**

<b>Property address:</b>
<b>Postcode:</b>
<b>Landlord's full name:</b>
<b>Telephone number:</b>
<b>Email address:</b>
<b>Landlord's address:</b>

Agency Type needed (please select):

**Sole** \_\_\_

**Multiple** \_\_\_

**Agency Period** \_\_\_/ weeks

You confirm that there is no adverse “material information”, as defined by the consumer protection from unfair trading regulations 2008 that should be disclosed to prospective tenants. If there is material information that should be disclosed, you confirm that you will provide us with full details in writing prior to marketing commencing.

Are you the Legal owner? Please select either **Y - yes or N - No**

Y- By signing this agreement and any subsequent tenancy agreements you warrant that you are the sole owners of the property as recorded at the Land Registry.

N- By selecting ‘N’ you are stating that, although you are not the owner of the above property, you warrant, represent and undertake to RE Ltd that you have authority to sign this contract and any subsequent tenancy agreements on the owner’s behalf. You also commit to provide appropriate evidence of authority to sign this contract and any subsequent tenancy agreement on the owner’s behalf such as: Power of Attorney, Appointment as Agent for owner or Appointment as Trustee.

Irrespective of the above by signing this agreement you agree to be personally responsible for all fees and charges due. Please note that all charges/fees are subject to VAT unless otherwise confirmed.

Authorised Signatories:

<b>Full Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Full Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Full Name:</b>	<b>Signature:</b>	<b>Date:</b>

NB: Please forward photographic personal identity and evidence of address to: [info@rawlinsestates.co.uk](mailto:info@rawlinsestates.co.uk)

SERVICES REQUIRED, see details below- Please select:

1. **Tenant finding only :** **Y - yes\_\_\_ or N - No \_\_\_**
2. **Short term let service:** **Y - yes\_\_\_ or N - No \_\_\_**
3. **Property management service:** **Y - yes\_\_\_ or N - No \_\_\_**

## **1. TENANT FINDING ONLY**

Fee - 10% of the rent for the term of the initial tenancy agreement and an extension thereof to be taken annually in advance.

The second year renewal of the tenancy and all further renewals - the fee will reduce to 8%.

The Tenant Finding Service ends when the Tenant(s) we have introduced takes up occupation of the property. Our fees are due and payable upon the commencement of the Tenancy and are not refundable. All obligations for the Tenancy after occupation begins will be the responsibility of the Landlord. The obligation to arrange the inventory check in and out (should you require one) will also be the responsibility of the Landlord. RE Ltd can arrange for the Landlord subject to the appropriate fee being paid.

## **2. SHORT TERM LET SERVICE**

There may be occasions when it makes economic sense to let your property for less than 6 months. If you require us to provide this service, our fee for both our Tenancy Management and Tenant Find Service above will be 30%.

## **3. PROPERTY MANAGEMENT SERVICE**

Fee: 5% of monthly rent or 8% of monthly rent if licensable HMO.

The Property Management Service may only be ended by either you or us giving the other three months written notice or in any case when the tenant(s) end their occupation of the property. In the event that you terminate the Property Management Service, from the date of termination you agree that an additional 2% of all rent due from the tenant(s) for the original term of tenancy and any extension thereof shall be due in respect of the Tenancy Management Service.

The Tenancy Management Service and the fees payable continue for tenant(s) we have introduced throughout the entire original period of the Tenancy Agreement and any renewal of it or for its extension by any form of periodic tenancy (this therefore includes but is not limited to any period when the tenant we have introduced remains in residence).

## **SPECIAL FEE CONDITIONS**

There is an administration charge of £70 which is your share of the cost of considering an application, taking up referencing and preparing documents relating to a Tenancy. If a Tenancy Agreement other than that drawn up by us is used, the charge may differ.

When a tenancy is renewed and our form of Tenancy Agreement was used to create the original Tenancy and you would like our form to be used for the renewal, there will be an administration charge of £60. This is your share of the cost of considering the application to renew and for preparing a new Tenancy Agreement of Renewal Documents.

However, if you confirm that you are prepared to renew an existing Tenancy to the Tenant(s) but occupation of the Property continues as a Periodic Tenancy (for any reason) then an administration charge of £30 will still be payable by you.

## **AGENCY TERMS**

Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement unconditional contract for the let of the Property are exchanged with a tenant introduced by us during the period of our Sole Agency or with whom we had negotiations about the Property during the period of Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period.

Joint Sole Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement unconditional contracts for the let of the Property are exchanged with a tenant introduced by us or by the Joint Agent during the period of our Joint Sole Agency or with whom we had negotiations about the property during the period of Sole Agency or with whom we had negotiations about the Property during that period or with a tenant introduced by another agent during that period. The fee will be shared with the Joint Agent, normally 50/50 basis unless a different arrangement has been agreed in writing, and you will be held liable to pay us the proportion due to us.

If we arrange a Let during the period that we are your Sole Agent or Joint Sole Agent and that let fails to proceed to exchange of contracts we are entitled to continue to act as Sole Agent or Joint Sole Agent for an additional 28 days beyond the term originally agreed.

Multiple Agency means you will be liable to pay remuneration to us in addition to any other cost or charges agreed if within six months of the termination of this agreement

unconditional contracts for the let of the Property are exchanged with a tenant introduced by us during the period of our Agency or with whom we had negotiations about the Property during that period.

Our appointment as Sole Agent or Joint Sole Agent for our Tenant Finding Only and Tenancy Management Services can only be ended if you give us or we give you 14 days written notice and such notice cannot be given earlier than 14 days before the end of the Agency Period of this agreement.

If we have arranged a let within the Agency Period which fails to proceed to an exchange of contracts the minimum Agency Period is extended by 28 days whether during the period of our Agency or within 6 months of the termination of this agreement unconditional contracts for the Let of the Property are exchanged via another Letting Agent or otherwise with a tenant introduced to you/your property by us during the period of our Agency with whom we had negotiations about the Property during that period, you agree that you are liable to pay remuneration to us at the rate agreed by you above for introducing a tenant.

Our Agency Fees are calculated as the agreed percentage of the rental price and this includes any amount agreed for furnishings. These Agency Fees are due upon exchange of contracts and are payable no later than the move in date stated in the contract.

## **INDEPENDENT INVENTORY**

An independent inventory and schedule of condition is strongly recommended.

Please select which service is required (if any): **(1)\_\_\_ (2)\_\_\_ or (3)\_\_\_**

- 1) Please arrange for an Independent Inventory Report to be created by a Professional Inventory Clerk at my cost.
- 2) As the Landlord, you will provide us and the tenant (s) with a copy of a professionally produced inventory prior to the commencement of the Tenancy and take full responsibility for the reliability of this inventory and any check-in arrangements you make with the tenant(s) in the event of a subsequent dispute with a tenant.
- 3) As a Landlord, you do not require an inventory and take full responsibility for that decision in the event of a subsequent dispute with a tenant.

We are unable to hold the deposit for a Tenancy if an Independent Inventory is not available. In this case you, as a Landlord, must make your own arrangements to hold the deposit and register it with an approved Deposit registration Scheme. (Non-Property Managed Properties only).

### **TENANCY DEPOSIT SCHEME**

Where we hold the deposit it will be registered with 'My Deposits' scheme.

Our charges are £50 p.a. In advance and at every extension to the tenancy agreement whether by way of a formal renewal or on a periodic basis. There will be a further charge of £90 for administering the deposit dispersal when the tenants vacate the property (based upon the checkout inventory report submitted by the Inventory Clerk).

As the Landlord, you agree to take full responsibility and will incur the costs for the registering of the tenants' deposit with a recognised deposit scheme.

### **OTHER SERVICES**

Property refurbishment / goods supply

In the event that you require the assistance of RE Ltd's refurbishment service, in addition to the charges of the refurbishment contractor managed by RE Ltd on your behalf, you agree to be charged by RE Ltd 10% of the cost of such refurbishment (with a minimum fee of £30).

### **ARRANGEMENT OF OTHER SERVICES WHERE THE LANDLORD HAS NOT CHOSEN OUR PROPERTY MANAGEMENT SERVICE**

Gas Safety Record, fixed Wiring & Portable Appliance Inspection Tests. Please note that in addition to the actual charge from the contractors, you agree to pay RE Ltd £25 for each order placed.

### **MISCELLANEOUS COSTS**

To arrange remove/replacement of any of the contents, fixtures or fittings in a property £50 or 10% of the cost, whichever is greater.

To arrange works upon an insurer's instruction in any Insurance Claim 10% of the total value of works.

### **BANKING DETAILS**

Please note that due to Money Laundering Regulations, it is RE Ltd policy only to remit to bank accounts in the name of the Landlord.

However, we acknowledge that there may be circumstances where this is not possible. If this is the case our Money Laundering Reporting Officer will require satisfactory explanation to sanction such transaction.

Please provide details of the bank account to which we should remit any funds which are due to you.

**Account Name:**

**Bank Name:**

**Sort Code:**

**Account Number:**

We will remit funds to the Landlord within 3 working days of funds being allocated to the Landlord's account subject to reserve funds being available (please note for funds received by personal cheque the period is 6 working days).

### **HOUSES IN MULTIPLE OCCUPANCY (HMO)**

Do you have a license for the property to be occupied? **Y**\_\_\_\_ / **N**\_\_\_\_

If 'Y' - you confirm a valid HMO license is in place for the property.

Please specify any restrictions provided by your HMO licence: \_\_\_\_\_

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### **SPECIFIC INITIAL INSTRUCTIONS OR PROVISION OF SAFETY DOCUMENTATION**

**Gas Supply** - It is a legal requirement that the property has a valid gas safety record if it has a gas supply.

Please confirm: **1)**\_\_\_\_ **2)**\_\_\_\_ **3)**\_\_\_\_

- 1) The above property does not have a gas supply;
- 2) Please arrange for a gas certificate on my behalf;
- 3) As the Landlord, you will arrange for the provision of a valid gas safety certificate and will provide it to us and the tenant(s) prior to the tenant(s) taking occupation.

### **Electrical wiring within the property**

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_**

- 1) As a Landlord, you confirm you are satisfied that the electrical wiring within the above property is safe and accept full responsibility for ensuring it is safe.
- 2) Please arrange an electrical 5 year fixed wiring certificate on my behalf and at my expense.
- 3) As a Landlord, you confirm you will arrange for the provision of a valid 5 year fixed wiring test and will provide it to us and the tenant(s) prior to the tenant(s) taking occupation.

### **Portable appliance within the property**

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_**

- 1) As the Landlord, you confirm you are satisfied that the portable appliances within the property are safe and accept full responsibility for ensuring they are safe.
- 2) Please arrange for a portable appliance safety test on my behalf and at my expense.
- 3) As the Landlord, you will arrange for the provision of an annual portable appliance safety test and will provide it to us and the tenant(s) prior to the tenant(s) taking occupancy

### **Smoke Alarms**

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_**

- 1) As the Landlord, you confirm that there are working smoking alarms present on each floor of the property and that you will arrange for these to be serviced/tested on the first day of the tenancy.
- 2) Please arrange for a smoke alarm(s) to be fitted on my behalf and at my expense.
- 3) Please arrange for the existing smoke alarms to be serviced/ tested on my behalf and at my expense.

### **Carbon Monoxide Alarms**

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_ 4)\_\_\_\_\_**

Carbon Monoxide Detectors - it is a legal requirement that all rooms containing a solid fuel appliance or open fire, where solid fuels can be burnt, contain a working carbon monoxide detector.

- 1) As the Landlord, you confirm that there are no solid fuel appliances and no open fire placed within the property.
- 2) As a landlord, you confirm that carbon monoxide detectors have been fitted in each room containing a solid fuel appliance and that you will arrange for these to be serviced/tested on the first day of the tenancy.
- 3) Please arrange for a carbon monoxide detector (s) to be fitted on my behalf and at my expenses.
- 4) Please arrange for a carbon monoxide detector (s) to be serviced / tested on my behalf and at my expenses.

### **Legionella Testing**

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_**

- 1) As the Landlord, you confirm that you are satisfied that there is no legionella present in the domestic water supply and the associated pipework/fittings.
- 2) Please arrange for a risk assessment to be carried out on my behalf and at my expense.
- 3) I will arrange a risk assessment for legionella and will provide the report to the tenant (s) prior to tenant(s) taking occupation.

### **ENERGY PERFORMANCE CERTIFICATE (EPC)**

An EPC is required by law. We have an obligation to, and will provide a copy of the EPC to any prospective tenant as part of the marketing of the property.

Please confirm: **1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_**

1. I would like SEE Ltd to arrange for an EPC to be carried out on my/our behalf.
2. You confirm you will provide us with an EPC that conforms with the EPC legislation for the property at the time of signing this agreement.

3. You confirm an EPC is not required for marketing under current EPC Legislation. If this changes you confirm you will provide us with an EPC that conforms with the EPC Legislation for the property when the change becomes known to you.

Where you have ticked that you would like us to arrange an EPC:

Our EPC provider will make contact with you to collect payment for the supply of the EPC in the sum of £120 which is agreed as being due upon the signing of this document. Where an EPC is supplied by our EPC provider, we do not make or give any representations, warranties or other promises in relation to its accuracy or otherwise; and it is important that we work closely with you, and our EPC provider to prepare the EPC within 28 days of the property being marketed.

You warrant that your unconditional consent to let the Property has been provided by your insurance company / your lender / the freeholder / your leasehold interest (where applicable).

We will offer a full range of services to potential tenants and buyers including estates agents

### **ABORTIVE COSTS**

If the basic terms of a tenancy or renewal have been agreed with you and we are instructed to proceed with the formalities and you then withdrew from the transactions, you agree that you will pay us 50% of the Tenancy Management or Tenant Finding Only fee, or £390 whichever is the greater, as well as reimbursing us for the other reasonable costs incurred by us, within 7 days of the date of your withdrawal from the transactions and reimburse the prospective Tenant(s) for the administration charges they have incurred.

### **EARLY TERMINATION**

No refunds are payable where the terms of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, whether as a result of an early termination by the agreement of the parties or one party serving a proper notice under a break clause (save where expressly agreed in writing). Where the term of the Tenancy Agreement ends before the end date specified in the Tenancy Agreement, and you instruct us to relet the Property and new fees are paid for the letting and/or property management, the amount of the original fee that is “duplicated” will be credited to your account with us.

### **CREDIT CARD / DEBIT CARDS PAYMENTS**

All Payments to us if made by credit/debit card will attract the handling charge levied by the card organization and will be payable by the client. Such payments need to be made in person with card and chip present. Please note that we do not accept American Express.

## **OTHER CHARGES**

Where you have not selected our Property Management service, you agree to pay us £60 for arranging each property management task that you instruct us or we are required to carry out (e.g. the organisation of cleaning or the arrangement of changeover of utilities).

If you instruct us or we are required to arrange key Cutting, you will be us £5.

## **UTILITIES, COUNCIL TAX AND WATER SUPPLY**

Please note that it remains the Landlord's sole responsibility to advise the Utility Companies, Local Authority and Council Tax and Water Company of a change of occupier at the beginning and end of any tenancy the meter reading and provide names of those responsible for payment of bills.

## **IDENTIFICATION DOCUMENTATION**

We require documentation as evidence of your identity (photographic and address) when taking instructions to market your property.

If adequate ID has not been fully provided at any point during the term of this contract we reserve the right to cease marketing, but will remain bound by the terms of the Agency agreement documented herein.

## **COMPLAINTS**

Complaints about the service of RE Ltd should be sent in writing to : The Director, Rawlins Estates Ltd, Concorde House, Grenville Place, Mill Hill, London NW7 3SA.

## **TERMS**

- 1) This agreement contains guidance, terms and conditions and sets out our fees and charges and when they become payable. Please note that the fees and charges detailed will apply in respect to any parties we introduce to the property.

- 2) It is agreed that, you as the Landlord, irrevocably agree that any monies properly owed to RE Ltd by you may be deducted by RE Ltd from any monies held by RE Ltd and otherwise due to you. You irrevocably agree that any monies properly owed to third party suppliers as a result of an order placed by RE Ltd with third party suppliers on your behalf and in accordance with your instructions, or placed under the principal Agent of necessity, may be deducted by RE Ltd from any monies held by RE Ltd and otherwise due to you.
- 3) Tenancy Deposit - where we are instructed by you to hold the deposit and the tenancy is an assured shorthold tenancy, it will be held by a deposit protection scheme, such as 'My Deposits'.
- 4) Any marketing advice given including advice regarding the asking rent does not constitute formal advice valuation and is aimed at achieving the best rent from a tenant whose circumstances best meet your requirements.
- 5) In the event that the property is sold by you to the tenant introduced by us, our sales service including assistance with negotiations on price etc is available to you but in any event will be charged as 2% of the agreed sale price and will become due upon exchange of contracts.
- 6) It is agreed between the parties that in the event that verbal instructions are provided by the Landlord, the terms in this agreement are deemed as acceptable to both the Landlord and RE Ltd unless otherwise stated in writing.

I/We agree that I/We wish to begin immediately receiving services and marketing as selected in this agreement.

**Full name:**

**Signature:**

**Dated:**

**Concorde House, Grenville Place, Mill Hill, London NW7 3SA.**

**Email: [info@rawlinsestates.co.uk](mailto:info@rawlinsestates.co.uk)**

**Company Registered in England and Wales: 10489876**

