

Landlord Terms of Business

We ask that you carefully read and understand our Terms of Business and should you not have already signed, initialled and returned these to us, then please do so as soon as possible along with a copy of your identification and a recent utility bill or bank statement. Please ensure that the Terms of Business are initialled on each page & signed by all the legal owners.

You are required by law to obtain an Energy Performance Certificate (EPC) before the property can be brought to the open market. Should you already have one please could you send us a copy without delay so that the property can be advertised.

Should you wish us to arrange the EPC on your behalf, please contact us for further information.

Should you require any further information on Gas Safety, please find a link to the Health & Safety Executive website: <http://www.hse.gov.uk/gas/landlords/index.htm>.

Thank you for instructing Charters to act on your behalf in the marketing of your property.

Please complete the requested information carefully, read and initial each page, sign this agreement and return it to us so that we can commence the marketing of your property.

Property Information

Full address of property to be let:

Postcode

Land Registry number:

Tenure: Freehold Leasehold

Property owner(s) full name(s)*:

Correspondence address:

Postcode

Home telephone:

Work telephone:

Mobile telephone:

Email address:

Alternative email address:

Financial Details

Please provide details of account into which rent payments will be paid.

Bank name:

Branch:

Account number: Sort code:

Name of account:

*If the property is jointly owned please state all owners' names. Should we be instructed by only one of several joint owners the person instructing us warrants that they have all necessary authority to instruct us. In the case of joint ownership all names should also be stated on the tenancy agreement. If the property is corporately owned the full name of the company, registration number and registered address must be provided and an authorised signatory must sign these terms of business.

Tax

We are legally obliged to file a tax return stating the name and addresses of our clients with HMRC. If you intend to be an Overseas Landlord at any point during the Tenancy you will need to complete the appropriate form and apply for self-assessment with HMRC.

Whilst your property is let will you be or do you have any intention of residing overseas for more than 6 months in any year? Yes No

Safety Compliance

The Gas Safety (Installation and use) Regulations 1998 – All gas pipe work, appliances and flues must be maintained in a safe condition. They must be inspected annually by a Gas Safe engineer and records of each safety inspection must be kept and provided to Tenants within 28 days of the check. Gas appliances should be serviced in accordance with the manufacturer's instructions and by an appropriate person.

Does the property benefit from a gas supply? Yes No

Level of Service and commission/fees due

Let only	9.6%	<input type="checkbox"/>
Rent Management	12%	<input type="checkbox"/>
Fully managed	18%	<input type="checkbox"/>
Management only	8.4% or a minimum fee of £72 pcm <input type="checkbox"/>	
Void management service	£180 pcm + expenses <input type="checkbox"/>	
Administration fee	£480	
Renewal administration fee	£120	
Inventory and check-in cost	Quote can be supplied	
Professional photographs and floorplan	£144	

All fees are inclusive of VAT
Contractors invoices are an additional charge

I/we confirm that I/we are the legal owners of the above property and wish to instruct Charters to let our property. In the event of a tenancy being secured, I/we agree to pay the appropriate commission charges both upon the letting of the Property and upon any extension or continuation thereof as detailed in paragraphs numbered 5 & 7 of this document.

WE ACKNOWLEDGE THAT WE ARE LIABLE TO PAY YOUR COMMISSION CHARGES FOR THE WHOLE PERIOD OF OCCUPATION BY ANY TENANT INTRODUCED BY CHARTERS.

I/we have read and understood these terms of business and accept that in signing this document I/we are legally bound by its contents.

.....
Signed

Date

.....
Signed

Date

Definitions

In this agreement the following words or phrases are defined as follows:

The Property

The Property includes all, or any parts of the dwelling, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the Property forms only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

Date

A Tenancy Agreement is not a legally binding contract until it has been "executed" by being signed by both parties (or their authorised representatives) and then dated – usually when we complete the letting agreement; although it might be possible for either party to take legal action against each other if they withdraw prior to this date.

Landlord

A person or persons who at any relevant time own, or have formal interest in, the Property that gives them the right to possession of the Property.

Tenant

A person, or persons, who at any relevant time are entitled to occupy the Property as Tenant under the terms of this Tenancy Agreement.

Joint & Several Liability

The expression joint and several liability means that jointly the Tenants are liable for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy and any extensions, renewals or holding over as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenant as well as any breach of the Agreement until all payments have been made in full or any breaches have been rectified. A maximum of four people can be such joint Tenants.

Superior Landlord

People, or persons, to whom the ownership or interest in the Leasehold Property might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

Head or Superior Lease

Means a Lease (if any) under which the Landlord himself holds or owns the Property and which contains the obligations of which the Landlord, or his Tenant in turn, may be bound.

Fixtures & Fittings

References to fixtures & fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and including anything listed in any Inventory and/or Schedule of Condition supplied.

The Term or the Tenancy

References to the term or the Tenancy include any extension or continuation, or any statutory periodic Tenancy which may arise following the end of the initial term created by this agreement.

Consent of the Landlord or his agent

Where consent of the Landlord or his Agent is required for the Tenant to carry out some action such should be provided in writing.

Water charges

This includes charges, rates or costs relating to water, sewerage and environmental services.

Utilities

This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

Masculine & feminine and singular & plural

Any references to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

Agent

Any letting or managing agent, or any other duly authorised person, notified to the Tenant who is acting from time to time on behalf of the Landlord.

Month/Monthly

Means a calendar month.

Inventory and or Schedule of Condition

This refers to any document prepared by the Landlord, the agent or an inventory clerk and provided to the Tenant detailing the Landlord's fixtures, fittings, furnishings, equipment etc., the décor and condition of the Property generally. Such a document may subsequently be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the Tenancy.

TERMS

1.0 Pre-Tenancy Requirements

Where the Property is jointly owned, you must ensure that all of the owners (as stated on the title deeds of the Property) are stated on the Tenancy Agreement and that you have authorisation to give instructions on their behalf. If you are signing on their behalf, you warrant that you are doing so under a Power of Attorney. We require proof of legal ownership of the property and should you not be able to provide us with the relevant documents we will run a land registry check at a cost of £12 inc VAT.

1.1 Insurance

You will ensure that the property, its fixtures, fittings and contents, are fully and appropriately insured for the duration of any tenancy and consent to let for the Property has been granted by your insurance provider. Any such policy should cover third party public liability and occupier's liability risk.

1.2 The Gas Safety (Installation and use) Regulations 1998

All gas appliances and installation pipe work in the property must adhere with these regulations including an annual safety inspection by a Gas Safe Registered engineer. A successful safety inspection must be completed prior to any tenancy commencing and a copy of the report must be provided to the Tenant with a further copy provided to us. You must ensure that there is a valid Gas Safety Record during the entire time there is a tenant in occupation. Failure to comply with these regulations is a criminal offence. Where we manage the property on your behalf, we will instruct an appropriate qualified Gas Safe contractor to carry out an annual inspection on your behalf without reference to you and apply the necessary costs to your account (subject to the necessary funds being available).

1.3 Mortgage Consent

Where the Property is subject to a mortgage you must obtain written consent from your mortgagee(s) prior to entering into a tenancy agreement. The tenant will need to be notified in writing of any conditions of letting imposed by the mortgagee prior to the commencement of any tenancy.

1.4 Freeholder and/or Managing Agents Consent

If you are a leaseholder of the Property you must check that the letting of Your Property is permitted under the terms of your lease and if not, that the written permission of your freeholder or managing agent is obtained prior to the commencement of any tenancy and for any extension of the tenancy. You must also ensure that the intended tenancy term is for a period expiring prior to the termination of your lease. It is your responsibility to supply us a copy of your head lease and to inform us of the existence of any relevant covenants contained within. Unless we are supplied with a copy of the head lease, we will assume that such permission has been granted and there are no covenants that need to be brought to the tenant's attention.

1.5 Money Laundering Regulations 2019

You will be asked to provide two items of identification, one proof of residency (such as a utility bill) and one proof of photographic identification (such as a passport). If you are signing this agreement as a corporate landlord, you will be asked to provide proof of existence of the company (such as copy certificate of Incorporation) and confirmation that you are authorised to act on behalf of the company. Copies of these will be retained on file. We may be required, if appropriate to make disclosures to the Serious Organised Crime Agency.

1.6 The Furniture & Furnishings (Fire) (Safety)(Amendment) Regulations 2010

You confirm that you are fully aware of the requirements of these regulations and warrant that all furniture and furnishing in the property to be let and included in the letting (whether originally provided or added during the tenancy) comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and 1993.

1.7 The Energy Performance of Buildings (Certificates & Inspections) (Amendment) Regulations 2020

All buildings being marketed for let require a valid Energy Performance Certificate (EPC) The EPC must be made available to us before we can commence marketing the property. The EPC must be provided to any prospective tenants in any written particulars of the property or before their first viewing takes place. Any property privately let, must have an energy efficiency rating of between A-E.

1.8 Servicing and Maintenance of Fittings and Equipment

All equipment provided within the Property must be fully operational and safe to use throughout the tenancy term and must be regularly serviced in line with the manufacturer's guidelines. Instruction manuals should be provided to the tenant prior to the commencement of any tenancy.

1.9 Smoke Detectors Act 1991

Under the Smoke & Carbon Monoxide Alarm (England) Regulations 2015, all tenanted premises must be equipped with a smoke alarm fitted on each storey of the property where there is a room used wholly or partly as living accommodation. The landlord must ensure such alarms are in proper working order on the day the tenancy begins and remains in proper working order.

1.10 The Electrical Safety Standards in the Private Rent Sector (England) Regulation 2020

Landlords have a responsibility to make sure the electrical installations in their rented properties are safe. The Regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Landlords must provide a copy of the electrical safety report to their tenants, and to their local authority if requested. It is also recommended that landlord supplied electrical appliances are regularly inspected and tested to ensure they are in a safe condition. Where we manage the property on your behalf, we will instruct a qualified electrician to carry out a periodic inspection report on your behalf and apply the necessary costs to your account (subject to the necessary funds being available).

1.11 Carbon Monoxide Detectors

Under the Smoke & Carbon Monoxide Alarm (England) Regulations 2015, when the premises are occupied under a tenancy, they must be equipped with a carbon monoxide alarm fitted in any room which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. The landlord must ensure that the alarm is in proper working order on the day a new tenancy begins and remains in proper working order. We also advise that a detector is fitted in a room that contains a boiler. Should a check in a detector be found to be missing or not working our inventory clerk will provide a new one at a charge of £30 inc Vat.

1.12 Control of Bacteria

The Health & Safety Executive has issued Codes of Practice (ACOP) and guidance on the control of legionella in residential property. Further information is available at www.hse.gov.uk. It is your duty to control risk from exposure to legionella for example in water tanks, hot water systems and Hot tubs. If requested we will at your expense instruct an engineer to carry out a risk assessment at the Property.

1.13 Blinds

In 2014 new regulations came into force regarding Child Safety and window blinds and curtain cords - EN13120. It is mandatory to comply with the new regulations and there is no exception whether there are children present or not. It is your responsibility to ensure that any blinds in the property comply with these regulations.

1.14 Houses in Multiple Occupation (HMOs) – Housing Act 2004

A mandatory licence is required for any Property that has five or more occupants who do not belong to one household. It is your responsibility to ensure that you obtain and pay for such a license before you commit to a Tenancy which is defined as an HMO. Please note that some local authorities enforce discretionary licensing on HMOs that consist of three or more occupants from two separate households.

1.16 Inventories

We strongly advise that you instruct a professional inventory company to compile a full inventory document, a schedule of condition check in report and a schedule of condition check out report where appropriate. Where we manage the property on your behalf we will instruct our inventory company to undertake an inventory make, check in and check out on your behalf.

1.17 Marketing

Once instructed, we will arrange for photographs to be taken and generate property particulars; proactively contact prospective tenants who are registered with us, relocation agents, major corporate companies and local businesses to arrange viewings. We will promote your Property through our website and third-party property website portals and discuss any potential marketing opportunities with you. We will regularly update you on the market and viewing feedback with advice to help achieve the maximum potential price/rental.

Unless instructed otherwise in writing you agree that we may refer to the letting of your property in subsequent marketing material we may issue. We can arrange for professional photographs and floorplan to be prepared for your property at an additional cost of £144.

1.18 "To Let" Board

We will, unless otherwise instructed in writing, and subject to any Local Authority or Planning Regulations erect a "To Let" board at the Property as soon as reasonably practicable. You will not permit any other agent's board to be displayed on or at your property whilst we remain instructed as your agent.

1.19 Keys

We will require at least one full set of keys. Where you or a tenant is in occupation, we will endeavour to notify the occupant prior to any viewings. We operate a secure key code system to ensure that any keys are unidentifiable by a third party. In the event that keys are lost or unaccounted for our liability is strictly limited to the cost of cutting a replacement set of keys. When the Property is let, you must provide at least one full set of keys to each occupant and where the property is managed by us, we will require to retain one full set of keys for access during the tenancy. We will obtain copies at your expense, if necessary, but we will require all necessary certificates to do so. and we charge an administration fee of £36 in addition to the invoice for non-managed properties.

1.20 Rent

The rent quoted to the tenant should be inclusive of all outgoings such as ground rent, service charges, etc. for which the landlord is responsible. The tenant is responsible for council tax, water rates, gas, electricity, telephone and television licence, unless otherwise agreed. It is your responsibility to ensure that rental has cleared into your account each month to cover any mortgage payment due.

1.21 Agreeing the Let

We will report all offers received from prospective tenants and negotiate terms between you and the prospective tenant and confirm all agreed terms in writing to both parties. We will take a sum equivalent to one weeks rent as security from the prospective tenant which is used towards our administration costs in preparing the tenancy should they withdraw. Unless we are managing the property, it is your responsibility to ensure that all agreed works are arranged and any further items requested by the incoming Tenants are in place prior to the commencement of any tenancy.

1.22 Immigration Act and Right to Rent

Should the provisions of the Immigration Act 2014 apply to this letting, we will obtain the necessary identification from the prospective tenant to ensure that they are a relevant national or have the right to rent the property to ensure compliance with the legislation. For managed properties we will ensure that all visas remain valid for the duration of the tenancy. This will be the Landlords responsibility for all unmanaged properties.

1.23 Referencing

We will obtain references through an external third-party referencing agency and forward them to you for your approval prior to the commencement of any tenancy.

2 Services

2.1 Let Only

We will undertake our Property appraisal and advise you upon marketing and rents achievable and thereafter commence marketing your property and undertake viewings and report to you as required. We will negotiate the terms of any letting and agree a let on a subject to contract basis.

2.1.1 Administration

For a fee of £480 inc Vat we will obtain third party references for the prospective tenant and report to you requesting authorisation to proceed. We will undertake "Right to Rent" checks and draft a tenancy agreement, see to the execution and completion of the Tenancy and unless instructed otherwise, will where an assured shorthold tenancy is negotiated register the Tenant's security deposit with an appropriate Deposit Protection scheme and comply with the scheme rules. We will ensure that the property is compliant with legislation prior to the tenancy commencement. This does not include the arrangement of any works for let only or rent managed properties.

2.2 Letting and Rent Management Service

On securing a suitable tenant for the property, we will instruct the tenant to pay all rental payments directly to us in accordance with the terms of the tenancy agreement. We will receive the rent on your behalf and endeavour to forward any monies received and due to you (less any agreed deductions) within two working days of receipt. If the rent has not been paid within three days of the due date, we will notify you, and endeavour to obtain payment from the tenant by means of telephone calls, email and written notices over the next 28 days. If payment is not forthcoming we will advise legal action for the recovery of rent and repossession of the property where appropriate but we are unable to undertake legal proceedings on your behalf. You must then instruct solicitors. We will provide you with regular rental statements and an annual statement at the financial year end for tax purposes. You should also monitor your own account as we make credits to the same.

2.3 Lettings, Rent Management and Full Management

Our fully managed service includes those services specified in Clauses 2.1 & 2.2 above but in addition we will organise any necessary pre and end of Tenancy arrangements. Prior to tenancy commencement we will arrange:

- a landlord gas safety certificate if required
- a full electrical safety report of the electrical installations
- a professional clean
- a chimney sweep if required
- a professional inventory clerk to compile a full inventory make and schedule of condition of the property as appropriate
- any pre-tenancy or other instructed works
- arrange and organise the transfer of utilities and services (subject to authorisation) - some utility providers will only accept authorisation from the account holder for data protection purposes.

The arranging of these services is included within our fee but any contractor's cost will be an additional charge.

Additionally, throughout the tenancy we will:

- Arrange regular property inspections
- Negotiate on the return of the deposit at the end of the tenancy
- Update safety certification
- Handle all maintenance issues in accordance with these terms.

In particular: Should you instruct us to manage the property on your behalf, we will become the point of contact for your tenant for the duration of the tenancy. We offer an extensive property management package which includes a 24 hour out of hours emergency helpline for your tenant; legislative support and advice.

Including And On The Following Basis:

2.4.1 Repairs and Maintenance

We will attend to the day-to-day management matters including all contact from your tenant, such as telephone calls, emails and letters. Where required, we will instruct appropriate contractors, appointed by us, subject to holding sufficient funds to attend to any minor repairs or legislative requirements. We will attend to minor repairs and maintenance of the property and its contents to a maximum value of £150 in any single repair, except in the case of an emergency or where we may act to protect your interests without consultation. Should the cost of any one repair or maintenance issue exceed £500, we will, wherever reasonably practical, obtain a maximum of two further estimates for your consideration and approval prior to the commencement of any works. If the cost of the works exceeds £1000, an additional administration charge of 12% will be added to the total cost of the works.

2.4.2 Appliance Warranties and Service Agreements

We will endeavour to use any policies or warranties taken out on the property or any appliances within the property provided we hold the relevant policy and authorisation to act on your behalf. Should the relevant policy or warranty cause further delay in attendance then we reserve the right to organise the works to be carried out by one of our approved contractors. Please note that that we are unable to instruct British Gas Home Care cover – should you wish to retain such cover then the relevant details should be passed to the tenants prior to the commencement of the tenancy so that they can liaise directly regarding any maintenance or service requirements under your policy.

2.4.3 Working Fund

A working fund of no less than £300 will be required prior to the commencement of any tenancy and throughout the term of the management of the property by us to meet any expenditure on your behalf. Where the rent is collected quarterly or less frequently, a working fund of £750 will be required.

2.4.4 Management Inspections

We will endeavour to inspect your property three months after a new tenancy commences and then 6 monthly thereafter for the duration of the tenancy, subject to access being granted by the Tenant. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden or latent defects. A fee of £96.00 will be charged for any additional inspections requested.

2.4.5 Payment of Outgoings

If so, instructed in writing we will pay from rent received such outgoings as ground rents, service charges and insurance premiums provided we receive a demand and that we hold sufficient funds on your account prior to the commencement and throughout any tenancy. Although we will do our best to query any obvious discrepancies, it is understood that we will accept and pay, without question, demands and accounts that appear to be in order. We do not accept responsibility for the inadequacy of any insurance cover or for the verification of service/maintenance charge demands. So that we may settle these accounts on your behalf the invoice or demand must be sent to us. We recommend that you regularly check your payment obligations are being met as we do not accept liability for the payment of any additional costs or charges arising from the non-payment of invoices.

2.5 Refurbishment Services

We can advise upon and project manage the redecoration and refurbishment of your property to maximise the letting potential. We will organise and report (dependent on the current market conditions) the approximate rental achievable. We will require your written instructions and funds on account prior to the commencement of any works. A fee of 12% of the total invoiced price is payable for this service.

2.6 Waiting at Properties

On occasion you may require us to visit the property to wait for a supplier, utility company, or your own contractor - we may be able to organise a representative to attend at a charge of £60 per hour (or part thereof) which will include reasonable travelling time and expenses.

2.7 Void Period Management Service

Our management service does not extend to supervision of vacant properties. Once a property is vacant we cannot pay your bills on your behalf or instruct contractors. We can, on your written instruction, provide a void period management service which will include paying utilities on your behalf; deal with day-to-day management issues and minor repairs; arrange fortnightly inspections of the property at a fee of £180 per month. We will require a working fund of no less than £500 to be maintained on account prior to the commencement of this service. You are responsible for notifying your insurance company that the property is vacant and notifying us in writing of any covenants or restrictions arising under your policy.

2.8 Third Party Contact

We will liaise where necessary with your accountants, solicitors, superior landlords, managing agents, mortgagee and insurance companies and are authorised to release any relevant information we hold to them.

2.9 Insurance

Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. We are unable to arrange insurance on your behalf, to notify your insurers of claims or to complete documentation relating to those claims. We will notify you where we believe that damage to your Property has resulted from an insured risk and we will also obtain estimates for repairing the damage, which can be supplied to the insurers. We can then arrange for the repairs to be carried out upon your instruction.

2.10 Indemnity and Complete Information:

You, the Landlord indemnify us from and against all costs, claims demands, damages and expenses howsoever arising under any breach of any statutory requirements or statutory instruments and any claim or prosecution against them whether arising from the Landlord's negligence or failure to comply with any such statutory requirements. We shall not indemnify the Landlord in respect of any claims made by a third party for any loss, injury, damage or legal or other expenses arising as referred to in this Agreement or otherwise. The Landlord warrants that all the information they have provided to Charters is true and correct to the best of their knowledge and belief and includes anything relating to the Property and its surroundings that might affect an applicant's decision whether to rent the Property or not. In the event that the Landlord provides incorrect information to us which causes us to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate us for all losses suffered.

2.11 Renewals

The renewal of the tenancy is an opportunity to review the terms originally agreed. Our team will review the tenancy with you and advise upon current market conditions and trends as appropriate. We will endeavour to contact both parties to negotiate a renewal or extension of the tenancy. Should the existing tenant renew, extend, hold over or enter into a new agreement where rental income is received, our commission will be payable. Renewal commission will remain to be payable for however long the landlord continues to collect rent from the tenant introduced by us. Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation. For the avoidance of doubt, renewal commission will be due whether or not the renewed term is negotiated by us.

At the end of the Tenancy

3 Notices

We will only serve notices for fully managed properties but we will not serve formal or legal notices to terminate any tenancy without your written instruction to do so. If you require possession of your Property, we require at least ten (10) weeks written notice to end the tenancy agreement in line with the terms set within. We cannot be held responsible for any delays in gaining possession of the property if we are not given appropriate and complete instructions.

4 Deposit

We will collect a deposit (usually the equivalent to five weeks rent) from the tenant which can be held against unpaid rent, outstanding bills, dilapidations or any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement. The deposit will be registered by Charters and held by a valid tenancy deposit scheme in accordance with the terms of the tenancy agreement. Before deposit monies can be apportioned, we require written agreement from both tenant and landlord, failing this a court order determining the deposit settlement. The landlord will not be entitled to any interest that accrues on the tenant's deposit. We require any Landlord's claim against the deposit to be submitted within 10 days of the tenant vacating. If the deposit held falls within the Deposit Protection regulations, failure to so submit a claim may negate such a claim. We aim to finalise the deposit release as quickly as possible. A written instruction from you detailing any deductions that you wish to make is required. If the deposit remains outstanding for 28 days or more without claim after the tenancy end, we reserve the right to refund it to the tenant.

4.1 Assured Shorthold Tenancies

Charters is a member of the Tenancy Deposit scheme and security deposits will be held by them within their custodial scheme.

We will serve the 'prescribed information' on the Tenant and any Relevant Person and comply with the initial requirements of the Scheme on Your behalf within the Statutory Time Limit (being 30 days of receipt of the Deposit).

We must comply with the rules of the Tenancy Deposit Scheme and will not be able to act on Your instructions if those instructions conflict with their rules.

5 Payment of Fees and Commission

We are entitled to commission in respect of every tenancy of your property with a tenant introduced by us. We are entitled to our commission as soon as you and a tenant have agreed the substantive terms for the let of the property; even if you then fail to finalise a formal tenancy agreement or do not put it in writing; and if we are not involved in negotiating the let or finalising the agreement; throughout the period of the tenancy and not just for the first period; after such an agreement or first period is renewed, extended, held-over,

continued or, by whatever mechanism, cancelled and remade; even if the identity of the tenant(s) changes, provided that a Tenant (or someone or some corporate body on his, her or its behalf) remains a party to a relevant tenancy agreement; if a tenant chooses to contract with you through or in the name of another person or corporate body (for example, by using the name of a company, a friend, a relation or any other representative); and after you sell the property (but, as set out in clause 7.8 below, only until the end of the tenancy current at the time of the sale).

5.1 Let Only

Our commission, as agreed on page 2 of this document, is payable on the gross rent payable under the terms of the tenancy agreement and is due in full at the commencement of the tenancy. Our commission will be deducted from the initial rental payment and or other monies received from the tenant by us or payable within 14 days of invoice by us.

Please note that once an offer has been accepted by you either orally or in writing we will take up references and start preparing the tenancy agreement. Should you later withdraw from the offer for any reason other than unsatisfactory references or failed right to rent checks you will pay us the administration charge of £480 to cover our time and expenses.

5.2 Rent Management Service

Our commission, as agreed on page 2 of this document, is payable on the gross rent payable under the terms of the tenancy agreement and is payable in line with the frequency of the rent payments as per the tenancy agreement. In the event of rent default, we will invoice you separately, which will be payable within 14 days. To end the Rent Management Service a minimum prior notice period of 3 months must be given in writing. However, in that instance our letting fee will still be payable in connection with any ongoing Tenancy and Renewals or period of continued occupation to the same Tenant or Permitted Occupant at the rate specified.

5.3 Full Management Service

Our commission, as agreed on page 2 of this document, will be charged on the gross rent payable in line with the frequency of the rental payments as per the tenancy agreement. In the event of rent default, we will invoice you separately, which will be payable within 14 days. To end the Property Management Service a minimum prior notice period of 3 months must be given in writing. However, in that instance, our letting fee will still be payable in connection with any ongoing tenancy and renewal or period of continued occupation to the same tenant or permitted occupant at the rate specified.

5.4 Full Management Service Only

Should you wish us to manage your property on your behalf without the introduction of a tenant by us, our commission at 8.4% (subject to a minimum fee of £72 PCM) of the gross rent agreed in accordance with the tenancy agreement will be payable in line with the frequency of the rent payments as per the tenancy agreement. In the event of rent default, we will invoice you separately, which will be payable within 14 days.

5.5 Renewals

Our commission will be due and payable for any renewal, extension or hold over tenancy where the original tenant or any original party introduced by us remains in occupation regardless of whether we were involved in the renewal negotiations.

5.6 Administration Charges

At the commencement of any tenancy an administration charge of £480 will be payable in respect of the administration of the tenancy, including the preparation and executing of the tenancy agreement and deposit registration. On the renewal of the tenancy a charge of £120.00 will be payable in respect of the administration of the renewal, including the preparation and execution of the memorandum of agreement and re-registration of the deposit.

5.7 Deposit Administration

Unless otherwise requested we will register the tenants deposit with the Tenancy Deposit Scheme custodial.

Should you decide to register and hold the deposit directly with an appropriate tenancy deposit scheme, you must specify under which tenancy deposit scheme the deposit will be registered and provide proof of such registration before the deposit can be released to you or the relevant scheme. Where the deposit is held in a custodial scheme, we will forward the deposit directly to the scheme on your behalf. Where we are required to administer the transfer of a deposit, a charge of £36.00 will be applied.

5.8 Sale of Property to a Tenant or Former Tenant

Should any tenant, occupant or other connected body or party introduced by us wish to enter into an agreement with the owner to purchase the property, we will offer to manage the sale process on behalf of the owner. A reduced sales fee of 1.2% of the purchase price becomes payable when contracts for the sale of the property are exchanged.

5.9 Sale of Property with Tenant in Occupation

Should a Property be sold or passed over with the benefit of an on-going tenancy in place, our commission remains payable for the duration of that tenancy and any renewal or extension of it (whether the renewal or extension is by a tenant or permitted occupant). We recommend that the landlord's solicitor should assign liability for the on-going payment of our commission fee, beyond the contractual date of sale, to the purchaser (who must accept this in writing) and ensure that any necessary notices, updates to tenancy agreements and other relevant legal documentation are prepared.

Should you or your solicitor fail to transfer the liability of the existing tenant to the new owner, you remain liable for all of the terms of this agreement and any on-going fees due. Please note that your solicitor should serve any formal notices to the tenant during the sales process.

5.10 Overdue Fees or Commission

All fees or commission or other monies are payable within 14 days of the invoice date after which we are entitled to interest on the amount outstanding at 5% over the base lending rate of Lloyds Bank PLC. Where any of our fees or commission charges remain outstanding for more than 21 days, we may use any sums obtained or held on your behalf to pay the outstanding sums, including rental payments received on any of your properties. Any outstanding debts will be referred to solicitors or a debt recovery agency for collection. In addition to sums due to us and interest thereon you will indemnify us in respect of all legal and other fees reasonably incurred. Should we process monies on your behalf, we can collect any outstanding monies due by you in respect to your property on any other matter.

5.11 Refund of Monies

We will not make any refund of commission if the tenancy terminates before the contractually agreed date in the tenancy agreement or any extension of the same whether fixed or periodic, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the property is assigned to another party. However, should a tenant leave by using a pre-agreed break clause any overpaid fees will be refunded in full.

5.12 Early Release Fees

Should you allow a Tenant or all Tenants to leave their tenancy early other than by using a pre-agreed break clause an administration fee of £240 will be payable.

5.13 Tenant Commission

We may offer services to a tenant and services may also be offered to them by a third party - we will retain any commissions, interest or other sums so earned.

Tax

6 Overseas Landlords – Finance Act 1995

Where a landlord may be non-resident for tax purposes United Kingdom Income Tax is payable on any rents received from Property in the UK under the Finance Act 1995. Unless an "Exemption Certificate" is received from HM Revenue & Customs specifically authorising us to pay rental monies to you without the deduction of tax, we are obliged to deduct tax at the appropriate rate as directed by HM Treasury on all monies received and account to HM Revenue & Customs for these monies on a quarterly basis. You are responsible for obtaining your own "Exemption Certificate". Any such certificate obtained is non-transferable between agents. No interest is payable to landlords on tax retentions made by us.

Where a landlord has not provided us with an Exemption Certificate from HM Revenue & Customs then an annual charge of £120 will be made for submitting these returns to HM Revenue & Customs.

We are required by law to consider any individual landlord who we have reason to believe to be living outside the UK as non-resident and make these deductions. We accept no liability for any loss of income or any other monetary amount as a result of adhering to the regulations. Please note that where a landlord is collecting rent directly and is non-resident for tax purposes then the tenant becomes liable for the collection of tax due and we are obliged to advise the tenant accordingly.

6.1 HMRC Exemption Certificate

Overseas landlords need to complete forms NRL1 or NRL2 and send the application form to; The Centre for Non-Residents (CNR), St Johns House, Merton Road, Bootle, Merseyside, L69 9BB. Quote Charters Reference Number NA006026.

For more information go to www.hmrc.gov.uk/forms/nr1i.pdf or call the Centre for Non-Residents on 0151 472 6208 / 6209.

General Notices - General Data Protection Regulation 2018

You agree that we may hold information about you to assist us and/or others in:

(i) Fulfilling our contract with you; (ii) supplying information about services we think may be of interest to you; and (iii) for related marketing purposes (which you can opt out of at any time).

You agree that we can, when necessary and in order to fulfil our contract with you, provide the landlord and tenant's current and future contact addresses, telephone numbers and email addresses to each other, to utility suppliers, local authorities, contractors, solicitors, debt collection agencies or relevant party.

Our Privacy Notice (available on our website) provides further information about how we manage your personal information when you make contact with us or use one of our services, and your legal rights regarding your personal data.

6.2 Flood and Water Management Act 2010

We will request an outgoing tenant's forwarding address otherwise the Flood and Water Management Act 2010 makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We are not liable if the Tenant does not provide an address or gives an address that is not deemed acceptable.

6.3 Electronic Documentation

We may require tenancy agreements to be signed electronically by either the tenant or landlord (whether by email or website authentication). In this instance contracts are binding and admissible as evidence. All file data is stored electronically and original paperwork may be destroyed.

6.4 Redirection of Mail

It is the landlord's responsibility to arrange postal redirection services with The Royal Mail. We cannot take any responsibility for items of post which are lost or delayed or any costs incurred by you for items of mail which are delivered to the property address after it is let. Should you request us to forward any mail received there will be an administration charge of £24.

6.5 Client Monies

Client monies are held in a dedicated and bonded client account. Any interest or other income earned whilst carrying out our duties as agent for the letting and/ or management of the property will be retained by us to offset the costs incurred handling client monies. We make no charge for transferring monies by Bankers Automated Clearing System (BACS) but where we are requested to make a same day Clearing House Automated Payment System (CHAPS), a charge of £36.00 will apply.

6.6 VAT

All fees referred to in these terms of business are inclusive of VAT unless otherwise stated.

6.7 Incorrect Information

You warrant that all the information provided to Charters is correct. In the event that you provide incorrect information to us, which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and indemnify us for all losses suffered.

6.8 Landlord & Tenant Act 1987

We are obliged to produce your full name and address on all rent demands. If your address is outside England and Wales then we must provide the tenant with an address within England and Wales to which notices (including notices and proceedings) may be served on you. Unless otherwise instructed if your address is outside England and Wales, we will use our office address for this purpose. We will endeavour to forward any notices to you promptly but cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect.

6.9 Legal Proceedings

Should any rent arrears or breaches of the tenancy come to our attention you will be informed as soon as is reasonably practicable. You are responsible for instructing your own solicitor as necessary and for all fees and charges involved unless there is a valid legal protection policy in place. We cannot take legal action on your behalf. We do not accept liability for arrears or breaches of covenant made by the tenant. Appearance by us before any court or tribunal will be by special arrangement and subject to an additional charge of £480.00 per day or part thereof.

6.10 Indemnity

The landlord agrees to indemnify Charters against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

6.11 Amendments and Variations

This contract constitutes the entire agreement between Charters and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless agreed in writing by a Director of Charters.

6.12 Each of the clauses in these terms of business rates separately. If any court or relevant authority decides that any one of them are unlawful, the remaining paragraphs will remain in full force and effect.

6.13 Marketing Instruction

Should you not sign these terms of business but instruct us to start marketing and viewing the Property with applicants you are deemed bound by all of its terms.

6.14 Complaints Procedure

Should you have any complaints with our service which you are unable to resolve with the individual involved you should then write to the branch/department manager in question. Your complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A full written response will be sent to you within 10 working days of the acknowledgement. If you remain dissatisfied you must let us know within 10 working days of receiving our full written response. The matter will be referred to our Head Office, where it will be dealt with by Stacey Stephens, Group Operations & Compliance Manager, from this point forward. You will receive our final response within 8 weeks of the date of your formal written complaint. This letter will confirm that you are entitled if still dissatisfied to refer the matter to the Property Redress Scheme for review.

Additional Charges.

As well as the commission agreed there may be some additional charges depending on your level of service.

As well as the commission agreed there may be some additional charges depending on your level of service.

Professional Photographs and Floorplan Inventory.....	£144
make/check in/check out.....	POA
Key cutting	£36+ key cost
Additional inspections.....	£96
Waiting time at properties.....	£60 per hour
HMRC Return for non-resident landlords.....	£120 annually
CHAPS payments.....	£36
Court appearance charge.....	£480
Instructing contractors for non-managed properties.....	£36 + contractors' invoice
Serving notice for non-managed properties.....	£180
Supply of smoke alarm at check-in if required.....	£30
Supply of carbon monoxide detector at check-in if required.....	£40
Forwarding of mail.....	£24 +postage cost
Income & Expenditure Report.....	£120
Early surrender fee (other than by use of a break clause).....	£240

Table Of Service

Thank you for choosing to instruct Charters to market your property.

To help you decide the level of service which you may require from us we have summarised our core services below to help you clearly identify the key differences. The below table is not designed as an exhaustive list of the services as this can be found within our preceding terms of business. If you require any further information regarding any of the services, please contact the branch manager who will be delighted to discuss these with you in more detail.

Included Within Service Level	Let Only	Rent Management	Fully Managed
Property Appraisal	✓	✓	✓
Extensively Advertise your property	✓	✓	✓
We have a team of local experts who will spend on average 100 hours finding you the ideal tenant.	✓	✓	✓
To let board	✓	✓	✓
Proactive tenant matching	✓	✓	✓
Accompanied Viewings & Feedback	✓	✓	✓
Offer Negotiation	✓	✓	✓
Referencing of tenants	✓	✓	✓
Right to Rent checks	✓	✓	✓
Drawing up of bespoke tenancy agreement	✓	✓	✓
Deposit Registration	✓	✓	✓
Pre-Tenancy Arrangements			✓
We provide safekeeping of your property keys throughout the tenancy			✓
Transfer of Utilities			✓
Rent Collection		✓	✓
We follow industry approved procedure to chase any rent arrears in the very rare event that it happens			✓
Monthly itemised statement		✓	✓
Day to day property management			✓
Ensure that you comply with ever changing legislation			✓
24-hour emergency contact			✓
Inspections			✓
Arrange mandatory safety checks			✓
Renewal Negotiation	✓	✓	✓
Serving Notices			✓
End of tenancy arrangements			✓
Deposit return negotiations			✓

Notice Of The Right To Cancel

If this agreement is signed without us meeting or at any premises that are not our offices in the presence of a representative of the agency with whom you are making the contract and you are a "consumer" then you have a right to cancel the contract within 14 days of signing under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

A consumer is a natural being and the matter to which this contract refers is not their trade or business. These Regulations are unlikely to apply to an investor landlord. This Right to Cancel means that if you are a consumer, we will not commence marketing the Property until the end of the cancellation period or incur costs on your behalf during that time.

You may either sign the first clause shown below instructing us to commence marketing on your behalf or await the expiry of this 14-day period before we proceed with marketing. Should you instruct us to commence marketing but then cancel, we will be able to charge you for the work carried out.

I/We wish the performance of this contract to commence before the expiration of the Cancellation Period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. I/We understand that if we wish performance to occur before the end of the Cancellation Period then I/we will be liable for reasonable fees and costs incurred during the Cancellation Period in the event that I/we subsequently cancel the contract.

.....
SignedDate

.....
SignedDate

You have a right to cancel this contract by delivering or sending (including by electronic mail) a notification of cancellation to the person named below within 14 days of receiving this notice.

Your cancellation notice should be sent to:

Cancellations, Lettings Customer Service Team, Charters Chandler's Ford, 13 Oakmount Road, Chandler's Ford, Hampshire, SO53 2LG.

Email: lettingscustomerserviceteam@chartersestateagents.co.uk

The Notice of Cancellation is deemed to have been served as soon as it is posted or emailed.