

Lettings & Management Terms of Business

The following is a summary of what is included with all of our service options:

Pre-Tenancy:

- ✓ Professional photography & a 'To Let' advertising board
- ✓ Property listing on Rightmove, Zoopla and Primelocation
- ✓ Tenant database searched and viewings arranged
- ✓ Accompanied viewings and regular feedback

Once an offer has been accepted:

- ✓ Tenant referencing and where possible credit checks
- ✓ Arrangement of any safety certificates & inventories if requested
- ✓ Collection of the tenancy deposit & registration with the DPS if requested
- ✓ Preparation of tenancy agreement if requested

Mid-tenancy:

- ✓ Administration and referencing when change of occupants are requested
- ✓ Approximately 8-10 weeks before the expiry of the tenancy we will seek to negotiate a renewal of the tenancy on your behalf
- ✓ We will reevaluate the potential rental price and negotiate a rent increase where possible
- ✓ We will arrange the renewal of any safety certificates if requested
- ✓ We will prepare a new tenancy agreement and arrange for it to be signed by all tenants if requested

At the end of a tenancy:

- ✓ Arrangement of the Check-Out inspection and end of tenancy cleaning if requested
- ✓ Administering the return of the tenancy deposit where we have registered the deposit on your behalf
- ✓ Advice in relation to deposit deductions

The following is also included if you select either of our 'Monthly Commission' services:

- ✓ Monthly rent collection and rent statements via email
- ✓ We chase any late payments
- ✓ Annual tax summaries available upon request to help with self-assessment tax returns

The following is also included if you select our 'Fully-Managed' service:

- ✓ We will be the tenants' main point of contact for all tenancy related matters
- ✓ We handle any repair and maintenance issues
- ✓ We arrange annual/periodic safety checks including gas safety certificates
- ✓ We instruct a third-party utility management company to register your tenants for Council tax and Utilities
- ✓ After tenants vacate we will recommend on and negotiate deposit deductions.
- ✓ If required, we will submit evidence to the DPS to support a deposit claim.

Service Options & Mandatory Fees:

Letting Service

- ✓ You manage the tenancy
- ✓ We handle all tenancy administration and tenancy renewals
- ✓ Monthly rent collection, email rent statements & annual tax summaries included with the Monthly Commission option

Options	Commission Fee %		Benefits
Recurring Monthly	9% +VAT	10.8% inc. VAT	<i>Reduces upfront costs</i>
Recurring Annual	8% +VAT	9.6% inc. VAT	<i>Reduces overall costs</i>

Fully-Managed Service

- ✓ We manage the tenancy
- ✓ We handle all tenancy administration and tenancy renewals
- ✓ Monthly rent collection, email rent statements & annual tax summaries included with the Monthly Commission option

Options	Commission Fee %		Benefits
Recurring Monthly	15%+VAT	18% inc. VAT	<i>Reduces upfront costs</i>
Recurring Annual	14%+VAT	16.8% inc. VAT	<i>Reduces overall costs</i>

Tenancy Set-Up

- ✓ Mandatory with both the Letting Service and the Fully-Managed Service
- ✓ Includes the cost of reference checks on all tenants and guarantors
- ✓ Comprises a one-off Fee at the start of each new tenancy, as follows:

Number of Tenants	One-Off Fee		Guarantor Fees
Up to 4 Tenants	£350+VAT	£420 inc. VAT	No charge
Each additional tenant	£50+VAT	£60 inc. VAT	

Fees & Commission Example

If the monthly rental was £1500 and there were two tenants, you will pay a Recurring Monthly Fee of £162 inclusive of VAT for the Letting Service, or a Recurring Annual Fee of £1728 inclusive of VAT. Should the agreed rental be higher or lower than the example price, your commission fee will be correspondingly higher or lower. In addition you would pay a Tenancy Set-Up Fee of £420 inclusive of VAT (with a further £60 inclusive of VAT for each additional tenant).

Dual Fees

If you have previously instructed an agent to market the property on your behalf you should carefully inspect their terms of business to establish whether there is any fees or commission payable in the event that another agent introduces a tenant that goes on to enter into a tenancy for the property.

Optional Services:

We can arrange the following services on your behalf:

- **Annual Gas Safety Inspection** - £100+VAT (£120 Inclusive)
- **Energy Performance Certificate** - £100+VAT (£120 Inclusive)
- **Portable Appliance Test (PAT)** - £110+VAT (£132 Inclusive)
- **Electrical Visual Condition Report:**
 - Studio / 1 Bedroom property - £265+VAT (£318 Inclusive)
 - 2 Bedroom property - £285+VAT (£342 Inclusive)
 - 3 Bedroom property - £305+VAT (£366 Inclusive)
 - 4 Bedroom property - £325+VAT (£390 Inclusive)
 - 5+ Bedroom property – Price on request
- **Smoke and Carbon Monoxide Alarm Checks:**
 - Inspection, Testing & Declaration of Compliance' – £50+VAT (£60 Inclusive)
 - Supply of additional alarms - £20+VAT each (£24 Inclusive)
- **Professional Inventory & Check Out Reports:**
 - An independent Inventory and Schedule of Condition is highly recommended and proceeding with a tenancy in the absence of a thorough Inventory and Schedule of Condition is likely to prevent you from making a successful claim in relation to damage deductions from the tenancy deposit.
 - Tenants cannot be charged for the Check-Out Report, therefore if you require us to arrange a Check Out Report at the end of the tenancy you must pay for this in advance and at least 14 days before the required appointment date.
 - Charges are as follows:
 - 0-2 Bedroom property - £150+VAT (£180 Inclusive) per report
 - 3+ Bedroom property - £200+VAT (£240 Inclusive) per report
 - Inventory or Check Out Cancellation Fee: £67.50+VAT (£81 Inclusive)
- **Professional Cleaning** – Price upon request, subject to an arrangement fee of £25+VAT (£30 Inclusive)
- **Furniture Supply/Removal** – Price upon request, subject to an arrangement fee of £25+VAT (£30 Inclusive)
- **General Maintenance/Repairs** – Price upon request, subject to an arrangement fee of £25+VAT (£30 Inclusive)
- **Key Cutting** – Subject to an arrangement fee of £15+VAT (£18 Inclusive)

Where we manage the property for you we will endeavour to inspect the property approximately 6 weeks after the tenancy commencement and then approximately every four months thereafter. This inspection is a superficial check of the property and is intended

to identify any maintenance issues and to look for any signs of a breach of the tenancy agreement. A written report with photos (where possible) will be provided and each property inspection is charged as follows:

- **Periodic Property Inspections:**
 - 0-2 Bedroom property - £75+VAT (£90 Inclusive)
 - 3+ Bedroom property - £90+VAT (£108 Inclusive)

For any works that are classed as refurbishment or improvements (such as replacement windows, new bathroom/kitchen, re-decoration works), we can oversee the works on your behalf. This will include preparing a basic schedule of works, obtaining quotes for the project, site visits where required and the final sign-off upon completion.

- **Project Management Fees** – 15%+VAT (equivalent to 18% inclusive of VAT) of the total cost of the works (only available if you use our Fully Managed Service)

The HMRC Non-Resident Landlords Scheme requires us to deduct base rate tax from the rental income collected, to be paid over to HMRC on a quarterly basis. Non-resident landlords who are eligible can apply for approval to receive their UK rental income with no tax deducted, but until we have received the approval from HMRC, base rate tax will be deducted from each rental payment collected and the following fees will apply:

- **Non-Resident Landlords Returns** – £150+VAT (equivalent to £180 inclusive of VAT) per annum (charged annual in advance) which covers submission of quarterly Non-Resident Landlords returns and the annual Non-Resident Landlords return. This is not payable if you obtain HMRC approval to receive your UK rental income with no tax deducted.

Terms & Conditions:

Fees/Commission Terms

- 1.1 Where any person introduced by Beresford Residential enters into a tenancy at your property you will be charged a One-Off Tenancy Set-Up Fee and a Recurring Commission which will be calculated as a percentage of the rent.
- 1.2 The Commission is payable regardless of who manages the property and regardless of whether the tenancy operates within a fixed term tenancy or a periodic tenancy.
- 1.3 The Commission is payable regardless of the length of the initial tenancy agreement and recurs either monthly or annually depending on which commission option you select.
- 1.4 *You will be liable to pay Commission and Fees if you enter into a contract for the letting of the property with a tenant that was introduced prior to, or during the length of this agreement. This applies when a tenant is introduced to the property by us, by another agent or by any other person.*
- 1.5 Where the **Recurring Monthly Commission** option is selected:
 - 1.5.1 *The Monthly Commission is calculated as a percentage of the due monthly rent. The service is subject to a minimum of 12 commission payments, regardless of the actual duration of the tenancy.*
 - 1.5.2 *If the initial tenancy ends prior to collection of 12 commission payments, the remaining Monthly Commission payments are payable on demand.*
 - 1.5.3 *The first of the Recurring Monthly Commission payments becomes due upon start of the tenancy and will continue to be payable every month for as long as any of the original or replacement tenants remain in a tenancy at the property.*
 - 1.5.4 *All services are subject to a minimum Recurring Monthly Commission of £100+VAT (£120 Inclusive).*
 - 1.5.5 *In the event that you arrange for the tenant to switch to paying rent directly to you, you must notify us immediately and the balance of the fees in relation to the current year will become payable. If you fail to notify us in writing of rent payments expected/received from the tenant, the commission will increase by 2%+VAT for the remainder of the tenancy.*
- 1.6 Where the **Recurring Annual Commission** option is selected:
 - 1.6.1 *The Recurring Annual Commission is calculated as a percentage of the due annual rent regardless of the actual duration of the tenancy.*
 - 1.6.2 *If you offer a tenancy of less than 12 months, the Recurring Annual Commission payable will still be based on the annual rent, as will any subsequent re-letting of the property.*
 - 1.6.3 *The first Annual Commission payment becomes due upon commencement of the tenancy. Should the tenancy end within the initial 12 months, no refund or credit will be given in respect of the Annual Commission. This applies regardless of whether or not your tenancy agreement contains a 'break-clause' option.*
 - 1.6.4 *We will collect the tenants' first month's rent and this will be offset against the total Commission & Fees due. An invoice will be raised for the balance, which must be settled in full within 7 days of commencement of the tenancy.*
 - 1.6.5 *Should a tenancy end prematurely where the tenants have breached the tenancy agreement, no credit or refund in respect of the Annual Commission will be offered, but it may be possible to recover a proportion of this cost from the tenants.*
 - 1.6.6 *Recurring Annual Commission will continue to be payable every year for as long as any of the original or replacement tenants remain in a tenancy at the property. Subsequent Annual Commissions are due on the anniversary of the tenancy commencement. This applies regardless of whether we arrange a new tenancy agreement or whether the tenancy continues to operate under the terms of the original agreement.*
 - 1.6.7 *If you do not pay the invoice in full within 7 days of the due date, a Late Payment Fee of £25+VAT (£30.00 Inclusive) will be added to the invoice. This will increase by £15+VAT (£18.00 Inclusive) every week until the full balance (including late payment fees) are paid in full.*
 - 1.6.8 *If the invoice remains outstanding 14 days after the due date, any discounts, incentives or promotional rates will be withdrawn and all fees will be payable in accordance with the standard terms of this agreement.*
 - 1.6.9 *Where the same tenant renews/extends their initial tenancy, no refund of the Annual Commission will be made but a pro-rata credit will be offered which can be used against any future lettings or sales fees should you instruct us to re-let or sell your property. The credit cannot be applied to any other fees or charges that are due and cannot be directly refunded to you. This applies regardless of whether or not*

your tenancy agreement contains a 'break-clause' option.

1.6.10 All services are subject to a minimum Recurring Annual Commission of £1000+VAT (£1200 Inclusive).

1.7 In the event that you arrange for a renewal or extension to the tenancy directly with the tenants you must inform us of the agreed terms. The Monthly or Annual Commission will remain payable for the full duration of any renewal or extension and if you fail to notify us in writing of any renewal or extension, the commission will increase by 2%+VAT for the remainder of the tenancy.

1.8 All commission, fees and charges stated are subject to VAT at the prevailing rate. Fees stated in this agreement inclusive of VAT are based on the current VAT rate of 20%. All final fee invoices will be based on the pre-VAT charges, with VAT being calculated at the time that the invoice is raised, therefore the final fees may increase or decrease to reflect any changes in the rate of VAT.

1.9 If you decide to withdraw your property from the market at any stage prior to accepting an offer from a prospective tenant, no Commission or Fees will be charged, other than any charges that relate to services we have arranged on your behalf (e.g. EPC or Gas Safety Certificate).

1.10 If you do not confirm your instructions to offer a tenancy to a prospective tenant after having previously accepted their offer to rent the property, a Withdrawal Fee of £600+VAT (£720 Inclusive of VAT) is payable. For the avoidance of doubt, this fee is payable regardless of whether you have signed these terms of business, as by instructing us to market your property you will be deemed to have accepted this clause.

1.11 The Withdrawal Fee will not apply in the event that you withdraw your instructions to offer a tenancy as a result of the tenant providing false or misleading information during the referencing process, where you are reasonably entitled to take into account the difference between the information provided by the tenant and the correct information in deciding whether to grant a tenancy to the tenant.

1.12 If you use our services at any point in the future to either sell or let the same property, we will issue you with a Credit Note equal to 50% of the Withdrawal Fee paid.

1.13 If you do not pay the Withdrawal Fee in full within 7 days of an invoice being issued, a late payment fee of £25+VAT (£30.00 Inclusive) will be added to the invoice. This fee will increase by £15+VAT (£18.00 Inclusive) every week until the

full balance (including late payment fees) are paid in full.

1.14 You must reimburse us for any expenses that we incur on your behalf whilst fulfilling our obligations as set out in this agreement or covered by statute.

2 Your Obligations

2.1 You must obtain the necessary consents required to let the property. This may include consent from your lender (for mortgaged properties) and consent from your freeholder or managing agent (for leasehold properties).

2.2 You must inform your buildings and contents insurance providers to ensure that your cover is adequate and keep the property and any contents included in the inventory insured throughout the duration of the tenancy.

2.3 You must ensure that your property complies with the statutory regulations set out in Section 5 of this Agreement and any other legislation or regulations that may be applicable.

2.4 You must provide us with proof of ownership (Mortgage Statement, Solicitor's Completion Letter or Land Registry Document, dated within 3 months) and proof of identity (Passport or Driving License) for each legal owner, or representative of any owner. If you move address you must inform us in writing. If you are unable to provide proof of ownership we can arrange a Land Registry Search at a cost of £30.00 inclusive of VAT.

2.5 If the property is owned by a company you must provide us with the Certificate of Incorporation and either the Memorandum and Articles of Association, most recent company accounts or the last annual return. In addition we require proof of identity from two of the directors.

2.6 You will keep us indemnified against any losses, compensation or costs we may incur as a result of any breach of this agreement on your part.

3 General Terms

3.1 **Amendments and Prior Agreements** – Any variation to these terms and conditions will only be valid if agreed by both parties and signed by a Director of Beresford Residential, except in the case of any change to the charges for ancillary services which will only require that notice is provided by Beresford Residential. This agreement constitutes the entire agreement between you and us and supersedes all prior

- agreements, representations or communications.
- 3.2 **Authority** – You grant us authority to sign the tenancy agreement on your behalf once you have approved all tenants and guarantors' references, or if you fail to respond to our request for your acceptance of such within 7 days.
- 3.3 **Client Money Protection** – Beresford Residential Limited are covered by the NFOPP Client Money Protection Scheme.
- 3.4 **Contractor Invoicing** – Beresford Residential may charge some regular contractors a monthly invoice processing fee of between five-ten percent of their total invoice value, the proceeds of which are retained by Beresford Residential.
- 3.5 **Document Storage** – We operate a paperless storage system and all documentation will be forwarded via email. Original documents can be forwarded to you providing we receive prior instructions stating this.
- 3.6 **Electronic and Digital Signatures** – Where possible we will send out electronic copies of the tenancy agreement and other tenancy documentation and will request that the documents are electronically signed. The service that we use for this process creates a comprehensive transaction trail and tracks and timestamps various information including IP information, user IDs and email addresses. For further information please visit: <https://www.hellosign.com/info/legal>
- 3.7 **GDPR & Privacy Policy** – Beresford Residential will collect, store and protect your personal data in accordance with the General Data Protection Regulations. A copy of our Privacy Policy is available on our website and can be emailed to you upon request.
- 3.8 **Legal Proceedings** – If legal action is required to collect any outstanding rent or other sums due, or to obtain possession of the property, it is your responsibility to appoint a legal representative at your own expense. Beresford Residential are not able to attend any court hearing that may ensue.
- 3.9 **Holding Deposits** – In the event that a tenant withdraws following acceptance of an offer, any holding deposit taken will be retained by us to cover the administration costs incurred with processing the tenancy. In accordance with the Tenant Fees Act 2019, the amount of the Holding Deposit that is allowable is capped at one week's rent.
- 3.10 **Inventory Services** – We strongly advise that an independent inventory provider is instructed to prepare an inventory and schedule of condition report prior to the commencement of the tenancy in order to protect your entitlement to propose a claim against a tenant's deposit in the event of any damage or dilapidation.
- 3.11 **Interest and Late Payment of Fees** – Overdue fees or charges will incur interest at 8 percentage points above the Bank of England base rate, to be calculated daily and payable on demand. Any interest earned on funds held in our client account on your behalf will be retained by us. Any Fee that remains outstanding 7 days after the due date will be subject to a £200+VAT (£240 Inclusive) late payment fee.
- 3.12 **Joint & Several Liability** – Where the property is jointly owned, each owner will have joint and several liability in respect of all fees, commission and expenses.
- 3.13 **Keys** – In the unlikely event that a set of keys are lost, a third party would not be able to identify which property the keys belong to due to our secure tag system. In this event our liability is strictly limited to the cost of a replacement set of keys.
- 3.14 **Marketing/Canvassing Material** – We are permitted to use photographs of your property in any corporate Marketing/Canvassing Material at our entire discretion without the need for further written consent.
- 3.15 **Ombudsman Membership** – Beresford Residential Limited are members of The Property Ombudsman and fully subscribe to its Code of Practice. They can be contacted via: The Property Ombudsman Ltd, Milford House, 43-45 Milford Street, Salisbury, Wiltshire, SP1 2BP | 01722 333 306 | www.tpos.co.uk
- 3.16 **Referral Fees** – We may recommend services outside the scope of these terms that are provided by third-parties. Any referral is made in good faith and on the basis that we believe the service offering to be beneficial to you, however you should always seek comparative quotes to ensure that you achieve the most suitable service at the best price. Where we recommend services of partners we may receive referral payments if you use their services. Details of any referral payments vary but we will confirm the exact amount of referral being paid to us upon request and where applicable.
- 3.17 **Rent Arrears** – If we collect rent on your behalf and while any rent remains outstanding we will endeavour to contact the tenant(s) via telephone until a 'promise to pay' has been made by the tenants, however we must highlight that we are obliged to respect the tenants' rights under The Protection from Eviction Act 1977 and Protection from Harassment Act 1997.

- 3.18 **Suitability of Tenants** – We will make reasonable enquires into the suitability of all tenants and guarantors. We cannot guarantee the suitability of any tenant or guarantor, timely rental payments or vacant possession at the end of the tenancy and we recommend that you hold an adequate rent guarantee and legal expenses insurance policy.
- 3.19 **Transfer of Benefit** – Beresford Residential has the absolute right to transfer the benefit of this contract at any time to another person or company.
- 3.20 **Utilities & Council Tax** – We will not be held liable if any services are disconnected or are not transferred by the utility companies.

4 'Fully Managed' Service Terms

- 4.1 **Authority to Instruct Contractors** – The landlord grants authority to Beresford Residential to act on their behalf in order to fulfil their obligations as set out in the Landlord and Tenant Act 1985 and other relevant safety legislation.
- 4.2 **Contractors** – Use of your preferred contractors is subject to them providing us with a current copy of their professional qualifications and public liability insurance. Should any of your preferred contractors be unavailable we may arrange for alternative contractors to be instructed at our discretion. We will ensure that all of our contractors hold the relevant qualifications, certification and insurance.
- 4.3 **Gas Certificate Renewals** – We will contact you via email approximately 7 days prior to the expiry of the gas safety certificate to confirm that you are happy for us to arrange an inspection in order to renew the certificate. Once confirmed, or should we not hear back from you within 48 hours, we will proceed to make the necessary arrangements and the standard charge will be billed to your account.
- 4.4 **Insurance** – The Financial Services and Markets Act 2000 regulate the administration of insurance and as a result we are unable to arrange insurance, submit a claim or administer a claim on your behalf. Where we become aware of damage to your property that has been caused by an insured risk we will notify you and provide you with any information that you may need in order to make a claim.
- 4.5 **Periodic Inspections** – We aim to conduct periodic Mid-Term Inspections approximately 6 weeks after the commencement of the tenancy and the after every 4 months thereafter. This inspection is a superficial check of the property and is intended to identify any maintenance

issues and to look for any signs of a breach of the tenancy agreement. Inspections are charged as per our Schedule of Fees and you will be given 7 days' notice of the visit and provided with the option to decline or postpone the inspection.

- 4.6 **Management Float** – A management float of £300 will be retained by us to meet the cost of any invoices that become due in respect of work carried out at the property. This float will be topped up from rent following any payments made on your behalf.
- 4.7 **Float Repayments** – The management float will be repaid to you 2 calendar months after the Fully Managed Service has been terminated.
- 4.8 **Rent Payments** – We will endeavour to transfer rent payments to you within five working days of receiving cleared funds from your tenants. If rent is paid late we cannot be held liable for any loss as a result of any delay in your receiving the rent. Payment of the first month's and generation of the initial statement for a new tenancy may take up to ten working days due to additional audit checks that we are required to complete before funds can be released.
- 4.9 **Repair Works** – For works that are expected to cost in excess of £300 we will seek your permission before instructing a contractor and we also require payment on account to cover the cost in excess of the float held.
- 4.10 **Emergency Repair Works** – We reserve the right to carry out repairs to the property in an emergency without your permission, including works that require expenditure in excess of £300.
- 4.11 **Variation to Fees and Charges for Ancillary Services** – The fees and charges for optional services such as Periodic Inspections, Gas Safety Certificates etc. are subject to change. We will provide you with a minimum of one month's notice of any changes to any such charges.

5 Safety Regulations & Governing Legislation

5.1 Fire & Furnishings

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 requires all newly rented property to be furnished only with contents that comply with the regulations. In brief, the Regulations state that:

- Upholstered furniture must have fire resistant filling material.
- Cover fabrics must have passed a match resistance test (covers in certain fabrics such as cotton or silk may be used in non-match resistant form, provided that the furniture has a fire resistant

material interliner between the cover and the filling material).

- The combination of the cover and the filling material must have passed a cigarette resistance test.

The Regulations cover: Bed bases; Headboards; Mattresses; Sofas; Sofa Beds; Armchairs; Futons; Convertible beds; Nursery furniture; Garden furniture which is suitable for indoor use; Scatter cushions; Seat pads; Pillows; Loose & stretch covers for furniture. Items excluded from the Regulations include Sleeping bags; Bedclothes (including duvets); Loose covers for mattresses; Pillowcases; Curtains; Carpets; any items manufactured before 1st January 1950.

All items that are covered by the Regulations, except for mattresses and bed bases, that do comply with current requirements will carry a permanent label headed 'Carelessness Causes Fires' and the label will also state that either the covers or the interliner will pass the match test. Items, except for mattresses and bed bases that do not carry such labelling CANNOT be included in a tenancy.

Mattresses and bed bases, although they must comply, do not have to carry a label that identifies which is safe. However, those sold new before 1990 are unlikely to comply.

The penalties for non-compliance carry a punishment of up to six months imprisonment or a 'Level 5 fine', currently £5,000, or both. However, these penalties are for non-compliance - should there be a fire at the property and it was proven that non-compliant furniture aggravated the fire, then as the landlord you could be held liable and the penalties may be far greater.

5.2 Gas Safety

The Gas Safety (Installation and Use) Regulations 1998 places a legal duty on you as a Landlord to ensure that the approved Code of Practice under these Regulations are met. The regulations state that:

- All gas appliances and supplies owned by a landlord must be checked for safety every 12 months and an appropriate certificate obtained and any repairs noted are carried out.
- Gas appliances and supplies must be kept in good and safe working order.
- All safety checks, servicing and repairs must be carried out by an engineer that is on the 'Gas Safe Register'.
- The Safety Check must be retained for 2 Years from the date of the check.
- The record of the check must contain the following information:-
 - ✓ The date on which the appliance was checked.

- ✓ The address of the premises at which the appliance is installed.
- ✓ The name and address of the Landlord (or the Agent) of the premises.
- ✓ A description of and the location of each appliance or flue checked.
- ✓ Any defect identified and any remedial action taken.
- ✓ Confirmation that the check undertaken complies with the regulations.
- ✓ The name and signature of the individual carrying out the check.
- ✓ The registration number, with which the individual or his employer is registered with the 'Gas Safe Register'.

- The record must be given to the Tenant of the premises within 28 days of the check.
- A copy of the last safety check record must be given to Tenant(s) before they occupy the premises.

The appliances that are covered by the Regulations include: Boilers, Domestic Water Heaters, Fires, Wall Heaters, Cookers/Hobs/Ovens, Gas Fridges, Any fixed appliance using natural or LPG Gas owned by a Landlord, Supply Pipework & Meters and Flues.

Any breach of the regulations is a criminal offence under Section 33 or Section 36 (1) of the Health and Safety At Work Act 1974. The penalties for non-compliance may include imprisonment, a fine of £5,000, or both. The penalties could, of course, be far greater if a fatality occurred as a result of a breach of the Regulations and a separate civil case was brought.

5.3 Electrical Safety

The Electrical Equipment (Safety) Regulations 1994 require that all portable electrical appliances that are provided in rented accommodation must be safe. It also requires that all cabling, plugs and fuses must be inspected and are to the correct rating for the particular appliance. All new appliances must be CE marked and instruction booklets must be provided for all appliances. Any risk or injury to a Tenant caused by faulty electrical goods or wiring would be the liability of the Landlord and is punishable by up to six months imprisonment and/or a fine up to £5000. The penalties could, however, be far greater if a fatality occurred.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 also state that a landlord must:

- Ensure that electrical installations are inspected and tested by a qualified and competent person at least every 5 years
- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.

- Supply a copy of this report to a new tenant before they occupy the premises, or to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- when the home is viewed.
- If written information about the home is provided.
- before the tenant signs a contract to rent the home

Accredited energy assessors produce EPCs alongside an associated report which suggests improvements to make a building more energy efficient.

Failure to provide an EPC in accordance with the Regulations may result in a fine.

5.7 Houses in Multiple Occupancy (HMOs)

The Housing Act 2004 states that certain properties will require a HMO license to be issued by the relevant local authority. Such licensing criteria varies according to the governing local authority. Where the proposed letting is to three or more persons you are advised to check with your local authority in respect of any licensing requirements. Obtaining a required license is the responsibility of the landlord and the landlord agrees to fully and effectively indemnify Beresford Residential in respect of any claim, liability, expense or prosecution which may arise due to failure to obtain any required license.

Where Beresford Residential identify that the property will require a license you are required to provide us with a copy of the license, or proof that a license application has been submitted, prior to the commencement of any tenancy arranged by us.

5.8 Additional and Selective Licensing

Local Authorities now have the power to implement licensing schemes that require landlords to obtain a license before they can rent out their property. There are various schemes in operation throughout London and the criteria can differ in each borough.

It is the responsibility of the landlord to check with the local authority whether they require a license before signing these terms of business and the landlord agrees to fully and effectively indemnify Beresford Residential in respect of any claim, liability, expense or prosecution which may arise due to failure to obtain any required license.

5.9 Tenant Fees Act 2019

Further information can be accessed via:

<https://www.gov.uk/government/collections/tenant-fees-act>

Where a report shows that remedial or further investigative work is necessary, the landlord must complete these works within 28 days or any shorter period if specified as necessary in the report. The landlord must also supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

5.4 Legionella & Legionnaires' disease

There is a legal duty for landlords who provide residential accommodation to consider, assess and control the risks of exposure to Legionella to their tenants. This requirement is based on the requirements of the Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974. All water systems require an assessment of the risk, which can be carried out by any competent person. Further information can be accessed via the Health and Safety Executive website, with a guide currently available here:

<http://www.hse.gov.uk/pubns/priced/l8.pdf>

5.5 Smoke & Carbon Monoxide Alarm Regs 2015

These Regulations require landlords to install a prescribed alarm, repair a prescribed alarm or check a prescribed alarm is in proper working order. A prescribed alarm means: a) a smoke alarm on each storey of the premises on which there is a room used wholly or partly as living accommodation, b) a carbon monoxide alarm in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance.

We can assist with arranging a contractor to supply/test the prescribed alarms. If you do not require this service, we will require you to sign a declaration with details of the alarms and confirmation of compliance.

Failure to comply with the Regulations may result in a fine of up to £5000.

5.6 Energy Performance Certificates (EPC)

The Energy Performance of Buildings Regulations (2007/991) requires that an EPC must be made available for any home, free of charge to a prospective tenant at the earliest opportunity and in any event where any of the following events happen:

6 Tenancy Deposits

- 6.1 In accordance with The Tenants Fees Act 2019, tenancy deposits are now capped at the equivalent of five week's rent.
- 6.2 Beresford Residential is a member of The Deposit Protection Service: The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA, Tel: 0870 7071707, enquiries@depositprotection.com
- 6.3 Should you instruct us to register the tenancy deposit with the DPS:
- 6.3.1 We will do so in accordance with their terms.
- 6.3.2 We will transfer the tenancy deposit to the DPS and they will repay the deposit at the end of the tenancy following consent of both parties (landlord and tenant), or the consent of the court or an adjudication decision following progression through the DPS's Alternative Dispute Resolution Service.
- 6.3.3 If we manage the tenancy for you:
- 6.3.3.1 We will make recommendations in respect to any deposit deductions providing we arranged Inventory and Check-Out Reports.
- 6.3.3.2 We will negotiate with your tenants to try and reach an agreement in respect of any deductions.
- 6.3.3.3 If it is not possible to reach an agreement with your tenants in respect of any proposed deduction to the security deposit and you or the tenant opts to progress the case to the DPS's Alternative Dispute Resolution (ADR) service, a fee of £75+VAT is payable (*equivalent to £90 inclusive of VAT*). This must be paid before we submit the claim.
- 6.3.3.4 If you require us to submit a 'Single Claim' (used when the tenant is not contactable), a fee of £75+VAT is payable (*equivalent to £90 inclusive of VAT*) and this charge includes the cost of a Company Director or Branch Manager attending the offices of a solicitor to have them witness the Statutory Declaration.
- 6.3.3.5 If you did not have an independent Check-In and Check-Out we will not be able to negotiate with your tenants in respect of any deductions that relate to alleged damage.
- 6.3.4 If you manage the tenancy:
- 6.3.4.1 You must provide us with any proposed deductions within 10 working days of the end of the tenancy.
- 6.3.4.2 We are not able to negotiate or your behalf or mediate any disputes.
- 6.3.4.3 If the case is progressed to the DPS's Alternative Dispute Resolution (ADR) service, or if you require a 'Single Claim' (used when the tenant is not contactable) to be submitted, we will instruct the DPS to authorise you or your nominated representative to administer the dispute/claim. We will not be able to administer the dispute/claim on your behalf, nor are we able to submit any evidence on your behalf.
- 6.3.5 We reserve the right to refuse your instructions to administer a claim or dispute in respect of the deposit at our full discretion. In this event we will transfer the deposit to a free DPS account registered in your name which you will be required to set up.
- 6.4 If you decide to register the Deposit with a Deposit Scheme in your own name:
- 6.4.1 We will initiate the payment to your nominated account within 10 working days of receiving it.
- 6.4.2 You must register it with a Tenancy Deposit Protection Scheme within a further 20 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that the Landlord must pay the Deposit back to the Tenant or lodge it with the custodial scheme, which is known as the Deposit Protection Service. In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. We have no liability for any loss suffered if the Landlord fails to comply.
- 6.4.3 You must specify to us prior to the start of the Tenancy under which Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is to be registered with an insurance-based scheme, you must provide a copy of the insurance certificate as soon as the deposit has been registered. If the Deposit is to be registered with a custodial scheme, we will transfer the deposit amount to you for you to forward to the scheme provider.

7 Ending This Agreement

- 7.1 After the 14 day 'cooling off period' has expired and before Beresford Residential have signed a tenancy agreement on your behalf you may end this agreement by giving us seven days' notice in writing.
- 7.2 We may end this agreement with immediate effect at our full discretion.
- 7.3 Should either party end this Agreement by giving the relevant notice to the other, the obligations of both parties will cease to be enforceable, however all fees and charges included within this Agreement (including the Monthly or Annual Letting Service Commission and the Withdrawal

Fee), will remain payable as per the terms of this Agreement. Where a tenancy is granted to tenants that have been introduced by us, fees remain payable for as long as the tenants remain in a tenancy at the property and this applies whether or not we have been involved in the renewal of the tenancy or whether the tenancy becomes a periodic tenancy.

- 7.4 If you wish to downgrade the level of service that you have selected after the tenancy has commenced you may do so by giving us at least one month's written notice, however all fees and charges for the new service will be applicable at the standard rates as stated in the Section titled 'Service Options & Mandatory Fees'.

Notice of 'Right to Cancel'

Only complete and return this form if you wish to cancel this agreement.

If you are a consumer client you have the right to cancel the agreement at any time within the fourteen day cooling off period, which commences upon signing this agreement. If you wish to cancel this agreement on this basis you must complete the below form and hand deliver, send by post or email to the address given below.

If you cancel this agreement, the Withdrawal Fees detailed within this agreement will still apply.

If you cancel this agreement after a tenant has signed a tenancy agreement to rent your property, our standard fee structure including renewal fees still apply.

TO: Beresford Residential, 91 Acre Lane, London, SW2 5TU (or via email to: info@beresfordresidential.com)

I hereby give notice that I wish to cancel my agreement in relation to the following property:

.....

Signed by the Owner(s):

Print Name(s): Date: / /

Complaints Procedure & Ombudsman Membership

Beresford Residential are committed to providing the highest standard of service, so if you have a complaint you are free to follow our internal complaints procedure. Any complaint should be put in writing and addressed to 'The Branch Manager' at one of the following locations (including all evidence that you wish to be considered):

- Brixton Branch, 91 Acre Lane, SW2 5TU (or via brixton@beresfordresidential.com)
- Camberwell Branch, 8 Camberwell Green, SE5 7AF (or via camberwell@beresfordresidential.com)
- West Norwood Branch, 471-473 Norwood Road, SE27 9DJ (or via westnorwood@beresfordresidential.com)

Your complaint will be acknowledged within 3 working days, investigated thoroughly and a formal reply will be sent to you within 15 working days of receipt of your complaint. If you are not satisfied with the outcome of our investigation, you are entitled to have the response to your complaint reviewed by a Company Director. If you wish to pursue this final stage of our internal complaints procedure, please forward a one-page summary of your complaint to: The Company Directors, Beresford Residential, 91 Acre Lane, London, SW2 5TU (or via info@beresfordresidential.com). Your initial letter of complaint must be submitted within 6 months of the event that has gave rise to the complaint.

In the event that our final response fails to satisfy your complaint, you are then at liberty to refer your complaint to the Property Ombudsman. We will submit our file to the Ombudsman upon request. You are also entitled to have your complaint referred to the Ombudsman should we fail to deal with matters promptly or do not comply with our in-house complaints procedure within 8 weeks from the date we receive your written notification. The matter must be brought to the Property Ombudsman within twelve months of the date of our final viewpoint letter. You can contact the Property Ombudsman via: The Property Ombudsman Ltd, Milford House, 43-45 Milford Street, Salisbury, Wiltshire, SP1 2BP | 01722 333 306 | www.tpos.co.uk

Please note that The Property Ombudsman requires that all complaints are addressed through this in-house complaints procedure, before being submitted for an independent review.

Acceptance of Agreement

Property Address:

Core Service Options (Please tick one):

- Letting Service
 Fully-Managed Service

Core Service - Commission Options (Please tick one):

- Monthly Recurring Commission plus Tenancy Set-Up Fee (see below)
 Annual Recurring Commission plus Tenancy Set-Up Fee (see below)

Mandatory Fees:

One-Off **Tenancy Set-Up Fee** (four tenants or less):

£350 +VAT

One-Off **Tenancy Set-Up Fee** (each additional tenant):

£50 +VAT

Withdrawal Fee:

£600 +VAT

Agreed **Recurring Commission Rate:** (e.g. '9%+VAT')

Fee Notes:

Declaration:

I agree to pay the **Mandatory Fees** which includes the **Recurring Commissions** (subject to the minimum fees stated in clauses 1.5.4 and 1.6.10) and the **Tenancy Set-Up Fee** for as long as any tenant introduced by Beresford Residential, or their replacement, remains in a tenancy at the property and this is irrespective of whether the tenancy operates via fixed-term or a periodic tenancy.

I understand that these Fees and Commissions are a **compulsory** and **core** aspect of this Agreement and are **not negotiable at a later date** for any reason. I agree that this agreement will cover the duration of the tenancy and any renewal or extension of it. It will also apply to any subsequent letting of any of the property following my instructions to Beresford Residential to remarket the property.

I declare that I am the sole/joint legal owner(s) of the property as stated above. I confirm that I have complied with the various legislation as described in this Agreement and I agree to keep Beresford Residential fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to any failure to comply fully with these legislation and Regulations.

I declare that I have read and understood these Terms of Business and fully accept all terms contained within this agreement.

Signed by the Landlord:

Landlord Name:

Signature Date:

Tenancy Deposit Scheme to be used:

- Beresford Residential DPS (Free of Charge)
- Landlord's DPS account
- Landlord's My Deposits account

Additional Tenancy Agreement clauses

Please state clauses using the exact wording that you wish to be added to the tenancy agreement. If this box is left blank then we will assume that you are happy with our standard tenancy terms.

Landlord Bank Account Details:

Account Holder Name:

Account Number:

Sort Code:

Landlord Address:

NB: Address must be completed and cannot be the address of the property being let.

Signed for and on behalf of Beresford Residential:

Name:

Signature Date:

Valuer/Manager Name: