

Terms & Conditions of Business

Property Address: _____

Postcode: _____

Landlord Name: _____

Landlord Address: _____

Postcode: _____

Home Number: _____

Work Number: _____

Mobile Number: _____

Email Address: _____

Landlord Name: _____

Landlord Address: _____

Postcode: _____

Home Number: _____

Work Number: _____

Mobile Number: _____

Email Address: _____

I/we the above mentioned confirm that:

- I/we, am/are sole/joint owners of the above mentioned property and understand and accept the Terms & Conditions of Business.
- I/we, have full authority to act and sign on behalf of the legal owner(s) of the property and attach or will supply a copy of the Power of Attorney.
- I/we am/are aware of the Gas Safe regulations (*Installation & Use*) 1988, the Furniture & Furnishings (*Fire & Safety*) regulations 1988 (*as amended*) the Electrical Equipment (*Safety*) regulations 1994 and the Plugs & Sockets regulations 1994, as they apply to Landlords who are letting their property in the course of a business (*Full details of all these regulations can be obtained from the Department of Trade & Industry, or any Trading Standards office*).
- Where there is a mortgage (*and or/charge*) on the aforementioned property, I/we have sought and obtained the Lenders permission for the creation of a Tenancy and that I/we have the right under the terms of my/our mortgage to let the aforementioned property.
- I/we instruct Luff Associates Limited to undertake one of the following services:

Tenant Finding at the fee of: £ _____

Rent Supervision at the fee of: £ _____

Full Management at the fee of: £ _____

6. Whereby Luff Associates are appointed on a sole agency basis for a period of 10 weeks.

7. Whereby Luff Associates are appointed on a Joint/Multiple agency basis for a period of 10 weeks.

The property will be marketed at an initial asking price of: £ _____

Additional Notes: _____

Energy Performance Certificate (EPC)

An Energy Performance Certificate will need to be commissioned before marketing of the property can commence which means that a Domestic Energy Assessor has been instructed and the EPC has either been paid for or the Landlord has given a clear undertaking to pay. We can arrange this for you at a cost of £120 inc VAT.

Yes No (*please tick*)

Personal Interest

By law, the Agent must declare whether there is a personal interest in the rental of the Property. To assist the Agent to fulfill this obligation, the Client is asked to indicate any personal association with the Agent of which the Client is aware. If the Client is, or thinks they may be, a close relative or a friend or have any business interests with anyone involved with the Agent, the Client should let the Agent know immediately.

Is the Client aware of any such interest? Yes No (*please tick*)

Discrimination

The Agent will not discriminate against any person under the definitions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2006. The Agent will not discriminate, or threaten to discriminate against any prospective tenant because that person is, will not be, or is unlikely to be accepting services that the Agent will (*directly or indirectly*) provide.

Notice of the right to cancel

By law you have 14 days starting from the day you received this Notice (*the cancellation period*) to cancel this contract.

- If you would like performance of this contract to commence before the cancellation period has elapsed, please sign and date below. We regret we cannot accept cancellations after provision of services has commenced with your agreement. Therefore you will lose your right to cancel and you will be required to pay a cancellation fee of £240 inc VAT for goods or services supplied or ordered.

I wish the performance of this contract to commence before the expiration of the cancellation period under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc Regulations (2008). Therefore I agree to waive my cancellation rights.

Property Address: _____

Name of Client: _____

Client Signature: _____

Date: _____

- If you would prefer performance of the contract to be delayed until the cancellation period has elapsed, and you decide to cancel this contract during the cancellation period, please either:

Complete and return (*by delivering, or by sending, or by electronic mail*) the attached cancellation notice to Luff Associates Limited at any time within the cancellation period, or

Provide the same details in writing to Luff Associates Limited at any time within the cancellation period.

Your cancellation notice takes effect as soon as it is posted or sent. If you would like to know more about your rights you can contact your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Signed: _____

Print Full Name: _____

Date: _____

Signed: _____

Print Full Name: _____

Date: _____

1. The Landlord (hereafter referred to as the 'Client') hereby instructs Luff Associates to act as their sole/multiple agent during any letting period to a tenant introduced to the Clients aforementioned property by us.

2. The client acknowledges receipt and understanding of written confirmation of Letting & Full Management services provided by Luff Associates.

3. The client agrees to notify Luff Associates immediately if he/she becomes aware of any personal interest in the property, or any connected property which any member of Luff Associates may have, whether or not that person is involved in the letting of the property.

4. The client agrees for Luff Associates to advertise the property in any appropriate manner including the erection of a 'To Let' board.

5. The client will reimburse Luff Associates all expenses properly incurred in connection with the management of the property including any expenses incurred under the provision of Clauses 6, 7 & 9 (without however prejudice to the generality of the clauses).

6. The client will indemnify and keep identified Luff Associates from and against any loss, damage or liability suffered whether of a criminal or civil nature and legal fees and costs incurred by Luff Associates in the course of carrying out its business in collection of rent and management of the property and resulting from:

(a) Any neglect or default of the client or his agents, employees, licensees or customers.

(b) Any successful claim by any third party in respect of any other matter arising from the collection of rent and management of the property, provided that such liability has not been part of Luff Associates in carrying out the terms of this agreement.

7. Luff Associates are required, under the terms of section 48 of the Landlords & Tenant Act 1987, to provide the tenant with the landlord's full name and address to which all notices (including notice of proceedings) may be served. Whilst every effort will be made to promptly forward any notices to the client, Luff Associates cannot accept any responsibility for any loss or damage suffered directly or indirectly from the non or late receipt of any such notice.

8. In the event that a tenancy is arranged by Luff Associates and the client subsequently withdraws, Luff Associates reserve the right to be compensated for any costs incurred in relation to the proposed tenancy on behalf of the landlord to the tenant and any contractors who may have supplied their services in connection with the proposed tenancy.

9. Luff Associates will hold the tenants deposit as stakeholders and register this amount with TDS as set out in the regulations for the Tenancy Deposit Schemes at a cost of £48.00 inc VAT per annum in advance. Upon completion of the Check Out, the deposit will be returned to the tenant as soon as any dilapidations are agreed between the client and tenant. In the event that any deductions are to be made from the deposit, it will be necessary to produce receipts and/or estimates to justify any amount that is to be deducted.

10. The client is made aware that should he/she wish to serve notice to repossess the property, it is a requirement under the Housing Act 1988 (as amended in 1996) that the tenant be given at least two months written notice under an Assured Shorthold Tenancy.

11. Luff Associates are required under the Taxes Act 1988 to deduct tax at basic rate from the net rental income for any client whose usual place to abode is not within the UK, and for whom confirmation of exemption has not been sought or received from the Inland Revenue. Any such tax deducted is payable to the Inland Revenue by Luff Associates on a quarterly basis and will be certified to the landlord at the end of each income tax year.

12. The client authorises Luff Associates to arrange and instruct any work necessary on the clients behalf, to make safe any gas appliance found to be unsafe under the Gas Safety (installations and use) regulations 1996.

13. If so required, the client confirms that the electrical installation will comply to BS 7671 IEE Wiring Regulations 16th edition and shall provide a current electrical installation certificate. All electrical equipment including portable appliances must be tested every 5 years to comply with BSEN 60335 and 13 amp plugs to comply with BS 1363.

14. If so required, the client authorises Luff Associates to arrange the testing of all portable electrical appliances under the guidelines of the Electrical Equipment (safety) Regulations prior to the letting of the property, and on a five yearly basis thereafter. The client authorises Luff Associates to arrange any repairs necessary to ensure that the property is safe by the terms of the said regulation.

15. The client authorises Luff Associates to obtain copies of the keys to the property as and if required.

16. The client authorises Luff Associates in the case of an emergency to take reasonable steps to ensure the safety of the property and the tenants, if contact with the client is likely to cause delay or is impracticable.

17. Where Luff Associates are instructed to collect rent on the client's behalf, a statement of account will be provided, via email, upon receipt of each rental payment which will detail any deductions made. A charge of £3.60 inc VAT will be levied for notifications by Post. Whilst Luff Associates will take all reasonable steps to demand and recover all rents and sums payable by the tenant under the terms of the tenancy agreement. Luff Associates cannot accept any legal responsibility for any amounts due. In the event that it is deemed necessary to take legal action to recover said rents or sums due, the client will be responsible for the instruction of a solicitor and the payment of all fees charged.

18. In the event that the tenant purchases the property from the client, there will be a management charge of 1.2% incl. VAT of the sale value for Luff & Wilkin to handle the sale, payable on completion.

19. In the event of a material breach of any part of the agreement by the client, Luff Associates reserve the right to give two months' notice to terminate the agreement with the client.

20. When completing the Management questionnaire, the clients will indicate an expenditure limit, and in doing so thereby give Luff Associates authority to arrange repairs up to this limit without first contacting the client. We advise a limit of at least £250. Luff Associates will contact the landlord where possible and should any repairs exceed the expenditure limit, the client's permission will be sought and obtained, notwithstanding clause 16 of our Terms & Conditions of business. The client also authorises Luff Associates to retain £250 from the last month's rent of the tenancy, should there be a possibility of a void period between tenancies to cover any potential repairs.

21. **Sole Agent:** By signing this agreement, you instruct us to market and let your property and agree that you will be liable to pay remuneration to us in addition to any other costs and charges agreed, if at any time you let your property to a party introduced by us during the period of the sole agency, or with whom we had any negotiations about the letting of the property on your behalf, during that period and up to three months after the introduction took place.

22. **Joint/Multiple Agents:** By signing this agreement, you agree to pay fees to us in accordance with the terms of the agreement, if at any time a tenancy is taken up by a party introduced by us or with whom we negotiated on your behalf, whether or not our negotiations give rise to the successful letting.

23. **Commissions:** The client agrees to pay Luff Associates commission (inc vat) once a tenant enters into a tenancy agreement, and for as long as the tenant remains in possession of the property.

24. **Tenant Find Service:** The client agrees to pay Luff Associates commission based on the percentage agreed at the time, for the first 12 months that the tenant is in residence. The first six months commission will be deducted from the first month's rent and in the event that the first month's rent does not cover the commission, Luff Associates will invoice the landlord for the outstanding amount prior to the commencement of the tenancy agreement. If the tenants remains for a further six months, Luff Associates will invoice the client for a further six months commission at the agreed percentage inc VAT. Second or subsequent years thereafter will be invoiced at a 50% reduced rate providing the same tenants remains from the first year.

A Tenancy Set Up fee of £630.00 inc VAT is chargeable at the beginning of the tenancy and £90.00 inc VAT is payable at each renewal of the tenancy.

25. **Rent Collect Service:** The client agrees to pay Luff Associates commission based on the percentage agreed at the time, to be deducted from the gross rent payable every month for the duration of the tenancy agreement.

A Tenancy Set Up fee of £630.00 inc VAT is chargeable at the beginning of the tenancy and £90.00 inc VAT is payable at each renewal of the tenancy.

26. **Full Management Service:** The client agrees to pay Luff Associates commission based on the percentage agreed at the time, to be deducted from the gross rent payable every month for the duration of the tenancy agreement.

A Tenancy Set Up fee of £630.00 inc VAT is chargeable at the beginning of the tenancy and £90.00 inc VAT is payable at each renewal of the tenancy.

27. **Inventory, Check In & Check Out:** Luff Associates do not employ inventory clerks. Luff Associates will instruct an independent inventory clerk of our choice on your behalf. The client will be responsible for their fees and Luff Associates will be able to advise you of these fees in relation to your premises at the time of the rental.

The client will be responsible for the cost of the inventory and check in, which will be deducted from the first gross rent payable. The client will also incur the cost of the Check Out at the end of the tenancy, this fee will be deducted from the gross rent payable once Luff Associates have received notice from the tenant or landlord. If Luff Associates are acting on a tenant find basis, Luff Associates will invoice the client for the fees required prior to booking the independent clerk. Inventory updates will be charged at £72.00 inc VAT.

28. **Deposit Disputes:** Should there be a Deposit Dispute which requires submission to the TDS for adjudication, Luff Associates will charge £120.00 inc VAT for managed properties and £300 inc VAT for unmanaged properties.

29. **Insurance Claims:** There will be a £300.00 inc VAT charge for handling Insurance claims.

30. **Tax Statements:** A charge of £30.00 inc VAT is payable for a Tax Statement.

31. Visits to vacant properties will be charged at £30.00 inc VAT per visit.

32. **Unmanaged Service:** The client agrees to pay Luff Associates £144.00 inc VAT for them to serve a Section 21 or Section 13.

33. **Overseas Landlords:** The client agrees to pay Luff Associates £30.00 inc VAT per quarter for submitting their tax to HMRC.

Legionella: Under general health and safety law, as a landlord you have health and safety duties and need to take suitable precautions to prevent or control the risk of exposure to legionella.

Carrying out a risk assessment is your responsibility and will help you to establish any potential risks and implement measures to either eliminate or control risks.

Should you wish us to carry out this risk assessment we can arrange this for the cost of £120 inc VAT

Fees - Subject to change with 30 days notice