

Terms of Business (v4.0)

These Terms of Business set out the services The Agent can provide to The Landlord and also set out the corresponding responsibilities of The Landlord. Please read these Terms of Business carefully.

If there are any parts which you do not fully understand you should seek independent clarification and advice.

You will be bound by these Terms of Business as soon as you sign and return them to The Agent.

The letting and / or management of your property cannot proceed until this document has been signed, dated and returned to The Agent.

Between the Landlord:

\$landlord.names\$ \$landlord.telephone\$

\$landlord.address\$

(From now on referred to as "The Landlord")

And the Agent:

Braich Investments Ltd Trading as - Belvoir! Kettering, Corby and Coventry Central

(From now on referred to as "The Agent")

Registered in England and Wales, registration no: 8832601, Registered address: 2 Newland Street, Kettering, NN16 8JH, UK

For the property:

\$property.address.inline\$

GENERAL

In this agreement the following definitions and interpretations apply:

- 1.1 "The Landlord" means the party named on the front page of this agreement and any person who has an interest in The Property, even if not named on this agreement.
- 1.2 "The Agent" means Belvoir Lettings, whose details appear on the front page.
- 1.3 "The Tenant" means the parties named on a tenancy agreement as the tenant of The Property.
- 1.4 "The Property" means the premises, the address of which is noted on the first page of this agreement, or any subsequent change to the address made by the local authority.
- 1.5 "Term" means the total length of a tenancy introduced or negotiated by or through The Agent and includes any subsequent letting by The Landlord, to The Tenant, whenever the subsequent letting has been negotiated by The Agent.
- 1.6 "Stakeholder" means that at the end of the tenancy the agreement of The Landlord and The Tenant will be needed before deductions can be made from the Deposit. If there is a no agreement, it must be dealt with in accordance with the rules of any statutory scheme under which the Deposit is covered.
- 1.7 "Deposit" shall mean a sum of money paid by The Tenant for security against the performance of The Tenant's obligations under that contract.
- 1.8 These Terms of Business shall be governed by and construed in accordance with the law of England and Wales.
- 1.9 If there is more than one person signing as The Landlord, all persons will be jointly and severally liable for the obligations contained in this agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations and paying all charges and costs under this agreement, both individually and together.
- 1.10 If the Deposit is protected by The Dispute Service Tenancy Deposit Scheme, the following two definitions will apply:
 - "The Member" means The Agent, being a paid up member of The Dispute Service Tenancy Deposit Scheme.
 - "The ICE/Independent Case Examiner" means the person appointed by The Dispute Service Limited (TDS) whose contact details will be stated in the tenancy agreement.



APPOINTMENT AND AUTHORITY

- 2.1 Subject to the terms and conditions of this agreement, The Landlord appoints The Agent to be his agent for The Property. The Agent accepts such appointment.
- 2.2 The Landlord gives authority to The Agent to act on his behalf and to do anything which The Landlord could do himself for the level of service requested in this agreement. The Landlord agrees to approve everything done by The Agent in good faith when carrying out their duties unless the action is negligent or in breach of contract. The other provisions of this agreement shall not limit the right of The Agent to carry out whatever acts are necessary to enable The Landlord to comply with his statutory obligations, to prevent further deterioration of The Property and to limit any damage in an emergency.
- 2.3 The Landlord confirms to The Agent that he is entitled to enter into this agreement to let The Property and that he has obtained all necessary consents and that he is entitled to all revenue collected on The Property.
- 2.4 The Landlord will reimburse and compensate The Agent against all expenses, claims, liabilities and losses incurred by or imposed on them in the performance of their obligations under this agreement, unless the loss or liability arises through negligence or breach of contract by The Agent.
- 2.5 The Landlord confirms that The Property is fit to be let and complies with all statutory obligations and that all appliances comply with current, and will be kept compliant with future, safety regulations applicable. When signing this agreement The Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions for use.
- 2.6 The Landlord agrees that The Property will be thoroughly cleaned and gardens, if applicable, will be in good seasonal condition.
- 2.7 The Agent will not, as part of their normal duties, supervise any major repair works nor provide specialist advice to The Landlord regarding repairs required to The Property. These services can be provided at an additional charge, if requested by The Landlord in writing. The details can be provided upon request. The Agent accepts no liability for any loss or damage arising from the substandard or inadequate repair works or from any other default by a repairing contractor. This does not apply if it is due to the negligence or breach of contract of The Agent, or because The Agent selected a contractor who was not qualified to carry out the work.
- 2.8 The Agent does not undertake to be responsible for redirecting The Landlord's mail delivered to The Property. It is recommended that arrangements are made prior to commencement of the tenancy, and for the duration of The Property being let, for it to be redirected by the Royal Mail.
- 2.9 The Landlord agrees to comply with the Gas Safety (Installation and Use) Regulations 1998 and shall provide to The Agent, at least seven days prior to commencement of the tenancy, a copy of the current gas safety record from an authorised gas installer (together with a copy of the installer's current registration). If no record is produced by that date The Landlord agrees to permit The Agent to arrange the gas safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all gas appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.10 The Landlord agrees to comply with the Plugs and Sockets Etc (Safety) Regulations 1994, and Electrical Equipment (Safety) Regulations 1994 and shall provide to The Agent, at least seven days prior to the commencement of the tenancy, a copy of an inspection report for all electrical wiring, and appliances as applicable, offered with the letting. If no certificate is produced by that date The Landlord agrees to permit The Agent to arrange a safety check prior to the commencement of the tenancy. The Landlord also agrees to provide written instructions for the use of all electrical appliances and if no instructions are available to allow The Agent to remove the items from The Property and dispose of them at The Landlord's expense. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.
- 2.11 The Landlord agrees to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. If the furniture does not comply with current regulations The Landlord gives permission for The Agent to remove from The Property and dispose of, prior to the commencement of the tenancy, any items that do not comply. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent received, if possible, or paid by The Landlord within fourteen days of written demand.

- 2.12 Unless other legislation requires a higher standard of fire warning, a minimum of one smoke alarm per floor must be provided at The Property. If insufficient smoke alarms are present when the inventory is compiled, The Agent is authorised to arrange installation of additional alarms. The Landlord agrees that The Agent can check any alarm is operational and install new batteries at the start of every tenancy. The law also requires the installation of a carbon monoxide alarm in each room where there is a solid fuel burning appliance. The Landlord agrees The Agent can install any alarms not present, before The Property is let. All costs relating to the implementation of this clause shall be borne by The Landlord and deducted from the rent if possible or paid within fourteen days of written demand.
- 2.13 If The Property is not covered by buildings and contents Insurance arranged through The Agent, The Landlord undertakes to maintain appropriate and adequate insurance for The Property and contents throughout the time it is let and to notify the insurers of the fact The Property is being let and of any periods when The Property is not occupied. The Landlord is advised that if he does not notify the insurer that The Property is let then the policy may be void and any claim refused. It is essential to hold both buildings and contents insurance, even if The Property is not furnished, to cover any damage or personal injury claim made by The Tenant or a visitor to The Property.
- 2.14 If The Property is leasehold or has a mortgage The Landlord shall:
- 2.14.1 Notify the lessor and or lender of the intention to let and obtain all necessary consents for letting in writing.
- 2.14.2 Provide The Agent, prior to the start of the tenancy, with a copy of the head lease or its relevant sections containing any terms with which The Tenant must comply. The Landlord should be aware that if the information is not provided The Tenant will not have to abide by the terms of the head lease which could put The Landlord in breach of the head lease leading to the possibility of The Landlord losing The Property.
- 2.14.3 Provide to The Agent a copy of the written authority from the lender granting consent to let, together with any conditions imposed by the lender which need to be included in the tenancy agreement. The Agent cannot legally set up a tenancy without consent of the lender and, since this usually involves conditions being made in the tenancy, The Agent will need to see these conditions before a tenancy is created.
- 2.15 The Agent's responsibilities do not include the supervision of The Property when it is not let. Should The Landlord wish The Property to be managed during any void period, The Agent will undertake this additional service after receiving written instructions from The Landlord and will make a charge in accordance with the Scale of Charges sheet at Appendix A. The service can only commence when cleared funds covering the cost of four visits have been received, which will have to be topped up every four weeks upon written demand. This service will include one weekly visit to The Property, visually checking the contents and security and reporting to The Landlord thereafter. The Agent cannot be held liable for any hidden or latent defects.
- 2.16 The Agent's agreed attendance at any Court or Tribunal, or preparation work for tenancy deposit protection alternative dispute resolution, as appropriate, on behalf of The Landlord, or other work not specified as included within a particular service, will incur an additional charge at the nominated Hourly Rate advised on the Scale of Charges sheet at Appendix A.
- 2.17 The Agent will not be responsible for any loss or damage that The Landlord suffers through the act, default or negligence of any third party which may arise otherwise than through the negligence, omission or failure on the part of The Agent.
- 2.18 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the tenancy agreement or notice.
- 2.19 If The Landlord wishes to cancel within fourteen days of the signing of this agreement, then they need to complete the form found at the end of Appendix C attached.
- 2.20 Prior to finding a tenant acceptable to The Landlord, either party may end this agreement by issuing notice in writing to the other. Fees due for work already undertaken will remain payable on the Scale of Charges at Appendix A. This could be up to a Let Only fee if a ready, willing and able tenant has been found and the work for the check in has been completed.
- 2.21 Once a tenant is agreed with The Landlord, The Landlord or The Agent may cancel this agreement by giving reasonable notice to the other party. Fees due for work already undertaken will remain payable on the Scale of Charges at Appendix A. This will be subject to a minimum of a Let Only fee and could be higher if The Agent has been managing The Property for a period of time.
- 2.22 If The Agent is holding the Deposit and The Landlord wishes it to be transferred to any other party, The Agent will only be able to effect such transfer with the written authority of both The Tenant and The Landlord. The law on tenancy deposit protection may also impose limitations on the ability to transfer the Deposit, even when the property is sold.
- 2.23 The Landlord is advised that they should register with the Information Commissioner's Office and pay the relevant fee as they will be data controllers under the General Data Protection Regulations.

- 2.24 A valid Energy Performance Certificate (EPC) is required for all properties offered for lettings. The EPC must at least be commissioned before marketing commences:
- A valid EPC is already in place
 - The client has commissioned an EPC privately and evidence has been provided
 - Belvoir is obtaining the EPC at a cost of £89.00 Including VAT, which has been paid.
 - Belvoir will instruct a 3rd party assessor & the client you will pay their fee.

(Please tick as appropriate)

2.25 The landlord is advised that from 1st July 2020 a valid satisfactory Electrical Installation Condition Report (EICR) must be supplied to the tenant.

Please note The Agent may have a legal obligation to disclose personal data to tenants and enforcement agencies, for example the police, HM Revenue and Customs and local authority agencies and in such circumstances these legal obligations will be observed.

We will take all reasonable steps to ensure the security of all personal data held by us at any time. We observe the requirements of the Data Protection Act 1998 in respect of personal data held by us.

FEES AND MONEY

- 3.1 The Landlord agrees to pay the appropriate fees for the level of service engaged as listed in the Scale of Charges sheet at Appendix A to this agreement or any updated fees agreed between the Landlord and The Agent.
- 3.2 The Landlord agrees to reimburse and compensate The Agent for any claim, damage or liability suffered as a result of acting on The Landlord's behalf, unless it is due to negligence or breach of contract of The Agent or their employees.
- 3.3 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from but not limited to insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants earned while acting on the Landlord's behalf in accordance with Scale of Charges 'Appendix A' attached. Details of such income received by the Agent can be provided to the Landlord on request.
- 3.4 When held by The Agent and required by law, the Deposit paid by The Tenant will be held in accordance with one of the statutory schemes. It cannot be accessed until The Tenant has vacated The Property, and the inventory and The Property in general have been checked. Deposit monies will, with the written consent of both The Landlord and The Tenant, then be used in discharging any outstanding damage or rent claim due from The Tenant to The Landlord and the balance will be repaid to The Tenant.
- 3.5 Where the Deposit is to be held by The Landlord on a Tenant Find or Let Only service, The Landlord will either:
- 3.5.1 provide their custodial scheme registration number for The Deposit Protection Service before The Tenant moves into the property so The Agent can register the Deposit and transfer it to The Landlord's custodial scheme account or,
- 3.5.2 provide proof of having protected the Deposit before The Agent forwards the Deposit funds to The Landlord.
- 3.6 If The Landlord fails to provide evidence with ten days of having completed 3.5.1 or 3.5.2 above then The Agent will protect the Deposit in the custodial scheme to ensure The Landlord is not guilty of an offence under the Housing Act 2004. If this happens, then at the end of the tenancy The Agent reserves the right to refund the Deposit to The Tenant without consideration of any claim The Landlord may have.
- 3.7 The Landlord agrees at all times to abide by HM Revenue and Customs rules for self-assessment. Full details can be found on the relevant HM Revenue and Customs website.
- 3.8 The Agent will give to HM Revenue and Customs such information regarding the letting as they lawfully require, which is full details of every landlord and the annual rental income, but will not be responsible for preparing or submitting a tax return for The Landlord or dealing with any taxation or accounting matters.
- 3.9 If The Landlord appoints an accountant or other representative to handle his tax affairs The Agent shall provide to the representative copies of all rent statements, if requested, for a standard fee as per the Scale of Charges sheet at Appendix A.
- 3.10 Where The Tenant is entitled to benefits to assist with paying the rent, The Landlord agrees to compensate and reimburse The Agent with any amount received by The Landlord which is deemed to be overpaid benefit and is subsequently clawed back from The Agent.
- 3.11 Handling of insurance claims will incur a fee as advised in the Scale of Charges sheet at Appendix A.



- 3.12 Without prejudice to the obligations of The Landlord to pay any sums due within fourteen days of written demand The Agent shall be entitled to deduct any amount due to them from any monies due to The Landlord, unless payment has been withheld because of negligence or breach of contract.
- 3.13 The Agent shall endeavour to provide competitive quotations for maintenance work and shall be entitled to 15% fee of the maintenance works for the provision of such service. Please refer to APPENDIX A
- 3.14 Where the agent has found a tenant the subsequently purchases the property, the agent shall be eligible for 1% + VAT (1.2% including VAT) of the purchase price.
- 3.15 Withdrawal Fee before the commencement of a Tenancy – Should you withdraw your property from Lettings with ourselves for any reason, and at any time, in circumstances where we are not entitled to our commission fee or recover our costs, then a withdrawal fee of £250.00 (including VAT) will be payable, at the time of the withdrawal. This is to contribute towards the advertising, marketing and referencing costs incurred by us. (subject to your statutory rights) Likewise where no instruction to withdraw has been received but the property appears available with another agent, the withdrawal fee stands

SERVICE

4. FULLY MANAGED SERVICE

The Fully managed Service includes the following:

- 4.1 The Agent will visit The Property to view it and provide an indication of the likely rent achievable.
- 4.2 The Agent will market The Property to best attract a suitable tenant. Please notify The Agent in writing if there is a previous agreement with the lessor or other interested party not to erect a To-Let board.
- 4.3 As and when applicants are interested in viewing The Property, The Agent will either accompany these people to The Property with keys provided by The Landlord, or arrange a mutually convenient appointment for them to meet The Landlord and The Agent at The Property.
- 4.4 The Agent will receive written applications from prospective tenants.
- 4.5 The Agent will take up references appropriate to the tenant applicant. If these references are in order the details of the applicant will be forwarded to The Landlord for written approval. The Agent will not be responsible for any loss suffered by The Landlord when The Tenant has been selected by The Agent in good faith, unless the loss is due to negligence or breach of contract by The Agent.
- 4.6 When an applicant is found The Agent will provide them with a draft tenancy agreement and advise them to take independent legal advice on the contents.
- 4.7 The landlord will need to comply with the deposit legislation and the Immigration Act 2014 requirement as appropriate. This element does not apply to the following levels of service. Additional services are available for a fee
- 4.8 When an applicant is found The Agent will provide them with a draft tenancy agreement and advise them to take independent legal advice on the contents.
- 4.9 The Landlord will provide to The Agent keys on the following scale:
 - 4.9.1 Two keys to every lock in The Property including all doors, windows and other locks at The Property.
 - 4.9.2 Additionally, one set of keys to afford access to The Property, including any garage, for each party who make up The Tenant of The Property.
- 4.10 The Agent will retain one set for the purposes as stated in the tenancy agreement. If insufficient keys are provided, The Landlord agrees that The Agent may have the required keys made and all costs will be borne by The Landlord.
- 4.11 The Landlord agrees to provide copies of the relevant sections of the buildings and contents insurance policies to The Agent prior to the start of the tenancy for provision to The Tenant. The Landlord should be aware that if the documentation is not supplied The Tenant does not have to comply with any conditions of The Landlord's insurer and in particular any requirements if The Property is left vacant for a period of time.
- 4.12 The Agent will, on behalf of The Landlord, arrange a suitable tenancy agreement, inventory and statement of condition, together with safety records, as appropriate and arrange for The Tenant to sign the counterpart and a copy of the inventory and statement of condition.
- 4.13 The Agent will collect the initial money due, and sign The Tenant up on the agreement, The Agent will then account to The Landlord and provide a statement of account showing fees deducted.
- 4.14 The Agent will notify the utility companies, except telephone providers who will not accept such instructions, of the responsibilities of The Tenant to pay for services to The Property as from the date of the commencement of the tenancy.



The Landlord agrees to pay any outstanding utility charges up to and including the date upon which The Tenant occupies The Property and for any void period between tenancies.

- 4.15 The Agent will notify the local authority that the tenancy has started and of the liability of The Tenant to pay Council Tax.
- 4.16 The Agent will arrange for the legally required checking and paperwork for the Property. This may include a gas safety record, an energy performance certificate, mains electrical testing, portable appliance testing and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent.
- 4.17 The Agent agrees under Part 3 Chapter 1 of the Immigration Act 2014 to be the person responsible for checking the immigration status of all applicants, as appropriate, before the initial move in. The Landlord will be responsible for any further work needed under the Immigration Act
- 4.18 If a deposit has been collected and requires protecting under the Housing Act 2004 rules then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into, or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not get evidence with 10 days, we will protect the deposit in the custodial scheme to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy.
- 4.19 The Agent will endeavour to collect rent and related payments due from The Tenant throughout the Term of the tenancy. The Agent cannot be held responsible if The Tenant fails to pay the contractual rent, unless it is due to negligence or breach of contract by The Agent. Appropriate action will be taken to seek to recover rent arrears from The Tenant. If this does not have the desired effect The Landlord will be advised to instruct solicitors who are specialists in Landlord and Tenant law to take further action. The Landlord will be responsible for the legal costs and expenses, unless covered by a legal expenses protection scheme.
- 4.20 In the event of The Tenant going into rent arrears, The Agent will carry out the above actions and notify The Landlord of the situation for The Landlord's further action.
- 4.21 The Agent will provide to The Landlord statements of all income received and expenditure incurred and pay over monies due to The Landlord at monthly intervals as agreed, provided cleared funds are received from The Tenant, within 5 working days.
- 4.22 If resident outside the UK, The Landlord will provide to The Agent a copy of the approval number obtained from HM Revenue and Customs for each individual making up The Landlord, thereby allowing The Agent to release rental monies to The Landlord without the obligation to retain tax reserve monies.
- 4.23 If an approval number is not received and The Landlord resides outside the UK, The Landlord agrees that The Agent shall retain from rents a tax reserve equivalent to the basic rate of income tax on the rental income. This will be held in a client account and money due to HM Revenue and Customs will be paid on a quarterly basis. Providing this service will incur a charge at the Hourly Rate advised on the Scale of Charges sheet attached.
- 4.24 After termination of this Agreement, The Agent shall hold the tax reserve until they receive written confirmation by HM Revenue and Customs that there is no further tax liability on The Agent.
- 4.25 After commencement of a tenancy, The Agent reserves the right to assign the rights and or obligations under this Agreement upon giving The Landlord two months' written notice.
- 4.27 The Agent will pay out of monies collected all statutory and other charges which are payable by The Landlord for The Property, provided The Landlord has arranged for all relevant invoices and demands to be sent to The Agent and sufficient funds are held for The Landlord in the client account. If insufficient funds are held and The Landlord fails to provide adequate funds The Agent cannot make a payment and will not be liable for any loss or other consequences suffered by The Landlord.
- 4.28 The Agent will visit The Property not less often than once every six months. Any visit is a "walk through" of The Property to ascertain any clearly visible repairs and maintenance and to find out from The Tenant any repairs that have come to his attention. It is not a survey or check of the inventory and statement of condition. The Agent will notify The Landlord of apparent and obvious defects but does not accept responsibility for hidden or latent defects, unless it is due to The Agent's negligence or breach of contract. If, in the opinion of The Agent, the occupants are not taking proper care of The Property The Agent will inform The Tenant, copying such information to The Landlord.
- 4.29 To try to ensure The Landlord's compliance with statutory and contractual obligations, The Agent will arrange, without reference to The Landlord, to carry out the following.
- 4.29.1 Repairs under Sections 11 to 16 of The Landlord and Tenant Act 1985 which state that a landlord will:
keep the structure (including the drains, gutters and down pipes) and the exterior of The Property in good order and repair; keep the installation for supply of gas, electricity and water in good repair, but not appliances for making use of

the supply apart from sanitary conveniences; keep the installations for supply of space heating and water heating in repair; and must carry out all repairs within a reasonable time of being notified.

- 4.29.2 Minor repairs which cost less than the limit agreed in the Property Owner's Form
- 4.29.3 Emergency repairs, which are repairs or defects of such a nature that carry a risk of further damage to The Property, damage to adjoining property, personal injury or are a breach of The Landlord's statutory repairing obligations if left unattended
- 4.29.4 Other works to The Property in circumstances where because of lack of time or unusual circumstances it is not reasonably practical to obtain prior instructions from The Landlord. In these situations if The Landlord is not easily contactable and prior instructions cannot be obtained it will be at the discretion of The Agent, taking into account all the known facts, whether or not to get competitive quotations for these repairs and which contractor is engaged.
- 4.29.5 Spending any money necessary to keep the property compliant with the law. This could include, but is not limited to, gas safety checks, electrical safety checks, compliance with HHSRS notices etc.
- 4.30 If The Tenant is in breach of any condition in the tenancy, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord. If the tenancy is covered by legal protection or rent guarantee insurance, The Agent will undertake reasonable action to resolve the situation within the provisions of the policy. Otherwise, if legal action is required The Landlord will instruct a solicitor to act on their behalf. The Landlord will be responsible for the solicitor's fees, expenses and other charges.
- 4.31 The Agent will try to arrange a mutually convenient time with The Tenant for contractors attending The Property to undertake work on The Landlord's behalf. Where this is not possible arrangements can be made by The Agent to meet the contractor at The Property. Waiting time will be charged at the Hourly Rate specified in the Scale of Charges sheet at Appendix A.
- 4.32 The Agent will pay for repairs from rent monies held. If there are insufficient funds to meet the cost of the repairs The Landlord will pay the balance to The Agent on written demand. The Agent cannot carry out repairs if The Agent holds insufficient funds and cannot be liable for any loss suffered or any deterioration to The Property due to any delay in repair when funds are not available, unless it is due to negligence or breach of contract of The Agent.
- 4.33 The Agent will receive notices from The Tenant on behalf of The Landlord, advise The Landlord accordingly and take appropriate action.
- 4.34 The Agent will negotiate and agree the level of rent payable when the tenancy is renewed or during a periodic tenancy and serve a Section 13 Notice if relevant. A Section Notice fee is payable refer to appendix A.
- 4.35 If the tenancy is an Assured Shorthold Tenancy, upon The Landlord's written request, The Agent will serve notice on The Landlord's behalf, including Notice under section 21 of the Housing Act 1988. The Agent will need at least 3 months' written warning if The Landlord wishes to regain possession at the end of the fixed term; or during a periodic tenancy. The section 21 notice is required to gain possession of a property let on an Assured Shorthold Tenancy when The Tenant is not in breach of the Tenancy. If The Landlord wishes to secure repossession of The Property The Landlord must contact The Agent at the earliest opportunity to ascertain when possession may be sought. The Agent cannot be held responsible for any delay in regaining possession if The Landlord fails to give sufficient written notice of the requirement to serve The Tenant with the notice. Sometimes The Tenant will fail to comply with a notice and The Landlord will need to commence court proceedings to obtain a possession order
- 4.36 The Landlord will need to employ the services of a solicitor for the service of other notices and for any court action.
- 4.37 At vacation of The Property, The Agent will liaise with The Tenant to agree and effect the arrangements for hand back of The Property, advising The Landlord accordingly.
- 4.38 The Agent will check the statement of condition and the inventory at vacation of The Property and discuss the results with The Landlord. If The Property is to be re-let The Agent will arrange, according to the provisions of this Agreement, any repairs or other works which are, in the opinion of The Agent, required to put The Property into a suitable condition for letting. Initially the cost of repairs and other work will be payable by The Landlord, with reimbursement of any costs that are later agreed with The Tenant as payable by The Tenant for any damage at The Property
- 4.39 To ensure The Agent has funds to effect prompt repairs and to resolve problems quickly at the end of the tenancy, The Landlord agrees The Agent may hold a "retention" fund from rent received at the level stated in the Scale of Charges.

DEDUCTION OF INSURANCE PREMIUMS FROM RENTAL INCOME

- 5.1 After advance notification of at least fourteen days The Agent will deduct an amount from rental income equal to the amount notified and payable in respect of annual insurance renewal premiums due to Let Alliance Limited (LA).
- 5.2 We will usually have received and held rental income sufficient to do so in the course of managing The Property, which we keep in a trust bank account as required by the National Approved Letting Scheme code of conduct.
- 5.3 In the event that we do not hold sufficient rental income to remit the amount due to LA, we will contact you to collect the payment due by alternative means. In any event, any money we collect from you will be held in our trust bank account until paid to LA.
- 5.4 By accepting this clause you are consenting to us handling your rental income in this way.

NOTIFICATION OF MID-TERM CHANGES

- 6.1 It is the policy holders responsibility to inform LA of any Mid Term Adjustments:
For example a Change in Occupancy, or Un-occupancy, or Building Modification at the property or a change in your personal circumstance, such as change of address or other contact information

If you wish us to proceed, please confirm your instructions by returning this document having signed below

\$landlords.names_block\$

\$signature.landlords\$

\$today\$



Appendix A SCALE OF CHARGES

SERVICE OPTIONS:

Full Management:	Start-up fee of £275.00 (incl VAT) plus 12% (inc VAT) of the rent, deducted from the rent as received.
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EXAMPLE: If the monthly rental was £100, the fee would be £12.00 Including VAT.

Addition Fees and Charges

- Set Up Fee £275.00 (inc VAT) for Managed services
- Admin involved in the Tenancy £60.00 (inc VAT)
- Deposit Protection legislation £55.00 (inc VAT)
- Duplicate Statements £30.00 (inc VAT) per copy provided
- Professional hourly rate £75.00 (inc VAT) per hour
- Tenancy Renewal Fee £100.00 (inc VAT) for fully managed
- Tenancy Renewal Fee £150.00 (inc VAT) for let-only
- Section Notices (excluding section 21 and 8) £90.00 (inc VAT)
- Section 21 and 8 Notices £150.00 (inc VAT)
- Legionnaires Assessment £50.00 (inc VAT)

Inventory Fee And Post Checkout Fee

1 or 2 bedrooms	£100.00 (inc VAT)
3 or 4 bedrooms	£150.00 (inc VAT)
5 or more bedrooms	£200.00 (inc VAT)

Part/ Fully Furnished Properties-

1 or 2 bedrooms	£150.00 (inc VAT)
3 or 4 bedrooms	£175.00 (inc VAT)
5 or more bedrooms	£225.00 (inc VAT)

Deposit Dispute Service:

This service will be charged at our professionally hourly rate of £75.00 Inclusive Of VAT

Arrangement Fee For Maintenance Works

This fee is based on the total value of the works to be completed. It is the total value plus our 15% fee plus VAT, example, works invoice is £100. The landlord will pay £100 + 15%= £115 +VAT making the total £138.00

All prices subject to change after two months' written notice

Cancellation

Where Full Management service is cancelled during the tenancy (including any extensions) a fee of 1 months rent plus VAT, will continue to be payable along with 3 months notice period.



Tenant Default Charges

Late Rental Payment:

Will incur a 3% charge above the base rate of Bank of England per day on the outstanding amount after 14 days

Lost Keys or Security Devices:

- Standard Door Key £10 Inclusive Of VAT per Key
- Specialist Door Key £20 Inclusive Of VAT per Key
- Key Fob £50 Inclusive Of VAT per Fob
- Hourly Rate to arrange new Keys or Security Devices £15 inclusive of VAT per hour

Changes To A Tenancy:

Any changes to a tenancy while in tenancy will be charged at £50 Inclusive of VAT. Changes include, but not limited to the below:

- Pets to be kept in the property
- Change of Sharer
- Permission to sub-let
- A business runs from the property
- Any other amendments that alter the obligations of the agreement

Early Termination:

When an early termination is required from an agreement the cost of this to the tenant will be £350 inclusive of VAT

The deposit amount is equivalent to 5 weeks rent of the property unless otherwise stated. This does not mean in any way that the deposit fee includes any rent payment.

Commissions

We may also receive commissions from:

- Contractors
- Insurance companies
- Referencing companies
- Utility providers and others

These commissions will be included in the contractor invoice and can be up to 15% (inc VAT) of the total invoice.

All prices subject to change after two months' notice.

<u>Signed by The Landlord:</u>	\$signature.landlords\$	DATE: \$document.date.current\$
<u>Signed by The Agent</u>	On behalf of Belvoir! Kettering, Corby and Coventry Central <i>Bobby Singh, Managing Director</i>	DATE: \$document.date.current\$



APPENDIX B

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the landlord can be found in Section 4 of this agreement.

(b) The trading name of the company is BRAICH INVESTEMENTS LIMITED T/A BELVOIR

(c) The company can be contacted at:

Address: 2 NEWLAND STREET
KETTERING
NORTHAMPTONSHIRE
NN16 8JH

Telephone number: 01536 415415

Email address: Kettering@belvoirlettings.com

(d) We do not act on behalf of another trader

(e) The information on the right to cancel, and how to cancel, can be found in Appendix C of this agreement.

(f) The costs involved with invoking a right to cancel can be found in Appendix C.

(g) We have ongoing after sales service all available via our website or through contact details listed in (c) above.

(h) We are member of THE PROPERTY OMBUDSMAN and the relevant codes can be found at www.tpos.co.uk

(i) The conditions for terminating this contract can be found in 2.19 to 2.21 of the main agreement.



APPENDIX C

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us at 2 Newland Street, Kettering, Northamptonshire, NN16 8JH or by email: kettering@belvoir.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To Belvoir, 2 Newland Street, Kettering, Northamptonshire, NN16 8JH

I/We [*] hereby give notice that I/We [*] cancel my/our [*/for the supply of the following service [*,

Ordered on.....

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.

