

EF LETTINGS TERMS OF BUSINESS - All prices include VAT unless specified.

Initial Visit

Our service will begin with an initial visit to the property in order to agree a market rent and discuss the circumstances relating to the property and landlord. Rents quoted to tenants by us on your behalf exclude the costs of the utilities, council tax and telephone charges unless otherwise stated. The landlord is responsible for service charges and ground rent charges.

The Property Ombudsman

We are members of The Property Ombudsman Scheme for Lettings and subscribe to their Code of Practice for Letting Agents.

Inventories

An inventory is necessary in all cases in order to avoid deposit disputes. Inventories should be produced to record all items of furniture, fixtures and fittings and their condition noted. Inventories must also detail all soft furnishings showing that they comply with current legislation. Our Independent Inventory Clerks can provide this service.

Mortgages

Where the property is subject to a mortgage, prior permission is required from the mortgagor. The mortgagor may request to see a copy of the proposed Tenancy Agreement, a copy of which can be provided upon request.

Sub-letting: If you are the leaseholder of the property to be let, you will require written consent from the superior leaseholder or freeholder.

Insurance

The property and its contents should be comprehensively insured to include Third Party and Occupiers' Liability risks. Failure to inform Insurers that the property is let may invalidate your insurance. Landlords should obtain detailed advice from their insurers as to the nature and extent of insurance cover required. Tenants are responsible for insuring their own possessions under separate contents cover.

Joint Ownership: In the case of joint ownership, the consent of all joint owners is required. All joint owners should sign these Terms and Conditions and be named in the Tenancy Agreement.

Prior to Letting

The property must be in good repair. All electrical and gas appliances must be in full working order, serviced and checked with clear instructions for their use. Properties must be domestically clean to a professional standard or alternatively EF Lettings can instruct a professional cleaning company on your behalf. In addition, the garden (if any) should be left in good seasonal order.

Liability

EF Lettings shall not be responsible to the landlord in any respect of any damage, costs, claims or liability whatsoever arising from the property failing to be safe and/or being in breach of any statutory or local rules and regulations affecting the property, where the landlord has not acted upon the advice of EF Lettings.

EF Lettings shall not be responsible (either directly or indirectly) for any deficiency, loss or damage to the property and its fixtures, fittings and contents, however caused, whether or not they are included in the inventory.

Mail

It is not part of our normal function to forward client's mail. Therefore, no responsibility can be taken for your mail and it is recommended that it be re-directed via Royal Mail.

REGULATIONS

Energy Performance Certificate

Since the 1st of October 2008 any landlord that markets an investment property for letting needs an Energy Performance Certificate (currently lasts ten years). Otherwise they risk a fine from the Local Trading Standards Officer

Fire and Furnishings (Safety)

Regulations 1988 (Amended 1993): The landlord must ensure that all soft furnishings such as settees, sofas, beds (including divans, mattresses and padded headboards), padded chairs, pillows, cushions and so on must comply with the Fire Resistance requirements contained within the regulations. Items of furniture made prior to 1950 are termed antiques and as such are excluded from the regulations. All non-compliant furniture must be removed.

Gas Safety (Installations and Use)

Regulations 1994 (Amended 1996): The landlord must ensure that a qualified Gas Safe engineer checks all gas appliances and installations within the accommodation on an annual basis for its safe use. The engineer must issue a certificate and a copy must be made available for the tenant. We are unable to let a property without sight of the certificate prior to the commencement of the tenancy.

Electrical Equipment (Safety)

Regulations 1994: The regulations require that all electrical equipment left at the property is safe and of no risk or injury to human or animal, if it should happen then it would be the landlords duty to prove that the electrics were safe. Failing to ensure that electrical equipment and appliances are safe is a **criminal offence**. EF Lettings therefore strongly recommend that the landlord have all the electrical appliances and circuits certified by a suitably qualified electrician before the commencement of the tenancy.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

The law requires Landlord(s) to install smoke alarms to every floor of their property and they need to be tested at the start of every Tenancy and should the Tenancy continue they must be tested annually. Landlords would also need to install carbon monoxide alarms in high risk rooms such as those where a solid fuel burning appliances are installed. A penalty of up to £5,000.00 could be issued for noncompliance. Mains wired smoke and heat detectors are required for HMO properties.

Legionella and Legionnaires' Disease

There is a legal duty for Landlord(s) to assess and control the risk of exposure to legionella bacteria.

Right to Rent – Immigration Act 2014

From 1st February 2016 Landlord(s) and Agents are legally required to check the immigration status of all Tenant(s). Original forms of Identification must be checked and verified with the applicant present and a copy of the identification taken and dated. Civil penalties apply for noncompliance.

Tenant Fees Act 2019

From 1st June 2019 Landlords and Agents can no longer charge Tenants any fees as a condition of granting or extending a Tenancy including administration fees, renewal fees, referencing fees, insurance fees, check out fees, inventory fees, third party fees. EF Lettings will take a Holding Fee for an applicant to secure a property and undertake referencing. If the application is successful the holding fee will be allocated to the first months rent. In the event the Applicant fails referencing EF Lettings will retain the holding fee as payment for services rendered. If you reject the Tenant, unless they have lied, provided false information or failed the right to rent checks the holding fee will need to be refunded to the Tenant within 7 days. If referencing has been undertaken, you will also be liable for the charge.

The Housing (Management of Houses in Multiple Occupation) Regulations 2004 Act

Where appropriate EF Lettings require all premises to comply with all appropriate legislation and requirements relating to the renting of a premises to a house occupied by persons who do not form a single household. The landlord will be required provide a copy of an HMO Licence Certificate where the property is rented to five or more tenants from two separate households. We will not be responsible for setting up or renewing the HMO Licence as this is required to be completed by the licence holder which is the owner of the property.

Portable Appliance Testing

The Electrical Safety Council recommends that these tests be carried out at the beginning of each tenancy and at regular intervals during long term tenancies.

Landlord and Tenant Act 1987

We are obliged to include your full name and address upon request by the tenant. If your address is outside of England and Wales then we must provide the Tenant with an address within England and Wales to which notices (including Notices in Proceedings) may be served upon you. We will require this information before a tenancy commences. If the information provided changes during the tenancy we must be informed immediately.

Additionally, under Section 47 we are required to provide an address to the tenant detailing where you are living at any given time. Please ensure that you supply EF Lettings with these details as soon as possible.

Tenancy Agreements

EF Lettings will use our standard Tenancy Agreement, and cannot accept any other form of Tenancy Agreement. If you have any queries relating to the Agreement we suggest you seek independent legal advice

Rental Payments

We will provide the relevant bank details for the tenant to set up a standing order to pay subsequent monthly rental payments to us. Where we have collected the rent, we will remit such payments directly to your designated bank account within 14 days less our agreed fees and any other expenses incurred, including payment of contractor accounts.

Rental Arrears

As a result of our regular inspections and zero tolerance to rent arrears, we rarely experience non-payment of rent, but as part of the Rent Collection and Fully Managed service we can take action in your name to recover rent arrears by serving the appropriate letters requesting payment. If the above actions do not have the desired effect we will discuss with you the appropriate course of action, which may be for us to serve the correct notices on the tenant to gain possession or advise you to instruct specialist solicitors to take further action.

Service of Notice

If we do not Fully Manage your property we do not serve notices on your behalf. If you wish us to serve notice under Section 21 of the Housing Act 1988 to gain possession of a property let on an Assured Shorthold Tenancy if the tenant is not in breach, we can do so upon written request and payment of an administration fee of **£75.00**. You must tell us at least ten weeks before you wish to take possession.

In certain cases the tenant may fail to comply with a notice and you will need to commence County Court proceedings to obtain a possession order. We can attend court on your behalf for a fee of **£200.00**. When legal action is required against a tenant e.g. to obtain possession of the property or to recover any monies due under the tenancy, it is the landlords responsibility to instruct solicitors to start proceedings. You will also be responsible to pay cost of such proceedings, including our fees and travel time if we are needed to attend a court or tribunal in relation to any legal proceedings you have initiated.

Overseas Landlord

EF Lettings will retain funds from the rental income on those properties where the landlord is residing abroad, sufficient to cover the landlords tax liability in relation to the letting of a property under management, unless we have received the appropriate exemption certificate from the Inland Revenue. We would advise that you seek advice from a tax advisor.

Repairs

The landlord is responsible for internal and external maintenance and repairs in accordance with Sections 11 to 16 of the Landlord and Tenant Act 1985:

- Keep the structure (including the drains, gutters and down pipes) and the exterior of the premises in good order and repair
- Keep the appliances for supply of gas, electricity and water in good repair
- Keep the appliances for supply of space heating and water heating in repair
- Keep the sanitary appliance in repair
- Carry out all repairs within a reasonable time of being notified

For Fully Managed properties, we will organise and where necessary supervise minor repairs and routine works to comply with the above after discussing them with you and gaining your authority to proceed. We will on all occasions attempt to contact you to discuss works that need to be undertaken and obtain your specific authority to proceed. If we have not received authority from you within 7 days we will proceed with your full authority to act as we deem appropriate, taking into account your contractual and statutory obligation. We reserve the right to levy a supervision charge to the cost of any protracted refurbishment or building works, including large insurance claims.

Works above £250.00 will need to be paid within 7 days of receipt of the contractor's invoice. Works below £250.00 will be deducted from the rent.

If we should carry out repairs or purchase items there is a **15% uplift** that is levied. Uplift will not be levied for a service where an arrangement fee is payable.

Our maintenance rates are charged at **£45.00 per hour**.

In the event of an emergency, we reserve the right to carry out repairs without further referral to you. If the costs exceed the rental income or the rent payment is not imminent, we will write to you requesting additional funds to enable payment to the contractor.

Signing the Tenancy Agreement

You agree that EF Lettings can sign on your behalf.

Sole Agency

You agree to EF Lettings acting as a Sole Agent. If another agent is used during this period, you will be liable for our costs equivalent to one months full rent for our administration and advertising costs

SERVICES

Let Only:

Our Let Only service is charged at **75%** of the first full month's rent. You will also pay a sum of **£400.00** for the administration involved in setting up the initial tenancy. The service we will provide is as follows

- Provide a Free Lettings Appraisal on your property
- Take internal and external photographs
- Advertise for tenants on our website and various portals
- Erect a 'To Let' board, if appropriate
- Arrange and accompany viewings
- Provide feedback on viewings, if possible
- Negotiate offers
- Fully reference the tenants and guarantors if one is required
- Prepare an Assured Shorthold Tenancy Agreement for the Landlord and Tenant to sign
- Collect the initial months' rent and deposit
- Register the deposit

Rent Collection:

Our Rent Collection Service is charged at **12.5%** plus VAT per calendar and is deducted on a monthly basis. You will also pay a sum of **£400.00** for the administration involved in setting up the initial tenancy. In addition to the services supplied by the Let Only Service we will:

- Collect the rent and forward to the Landlord
- Advise the Landlord of any late payment
- Chase non payments of rents via letters, email and/or phone
- Conduct Right to Rent ID checks
- Send a Welcome Letter to the tenant advising of contact details including those of the person managing the property if it is not EF Lettings.

Full Management:

Our Full Management Service is charged at **15%** plus VAT per calendar month and is deducted on a monthly basis. You will also pay a sum of **£400.00** for the administration involved in setting up the initial tenancy. In addition to the services supplied by the Let Only and Rent Collection Service we will:

- Deal with any maintenance issues that arise during the tenancy
- Arrange tenant move in appointments
- Manage the check in and check out of keys between tenancies.
- Notify the Utility companies and the Council of a new tenant
- Issue Section 21 Notices under the Housing Act 1988 for tenants not in breach of their agreement (we need at least ten weeks before you wish to take possession)

Property Inspections

If you would like us to carry out property inspections then we will be happy to do so at a cost of **£50.00**.

We can also offer this service to landlords who wish to manage their own properties at a charge of **£90.00**.

Please note that we cannot accept responsibility for hidden or concealed defects.

Renewal

Unless the landlord specifies that the property is required back on a certain date EF Lettings will continue letting and re-letting the property until advised otherwise in writing by the landlord.

We will endeavour to ensure that all documentation relating to a Tenancy Renewal is received, however, if the tenant fails to return the Tenancy Renewal, the tenancy will continue as a periodic tenancy until either party gives notice in writing.

In order to renew the tenancy, we will charge a fee of **£150.00** for the administration.

Vacant Periods

EF Lettings will not be responsible for the management of any property either before the exchange of the Tenancy Agreement or after termination of a tenancy, unless this has been specifically agreed in writing. Upon receiving written instructions we can arrange for visits to your property at **£50.00**.

Property Address:

No fees are due until the property has been let, at which time we will forward to you an initial statement of income, less our charges and costs as soon as possible after the tenancy commencement, all accounts are to be settled within 14 days.

Initial Set up Fee Per Property:**£400.00**

Full Management 15% per calendar month

Rent Collection 12.5% per calendar month

Let Only 75% of the first full month rent

An arrangement fee of **£42.00** per service applies to the following:

- Electrical Condition Report
- Portable Appliance Testing
- Fire Risk Assessment
- Fire Alarm and Emergency Lighting Testing
- Legionnaires Water Testing
- Gas Safety Check and Boiler Service
- Energy Performance Certificate
- Deposit Registration

£50.00**Other Optional Services:**

Inventory Report	£240.00
Check Out Report	£216.00
Serving of Section 21	£50.00
Tenancy Deposit Dispute	£125.00

Deposit

EF Lettings are members of the Deposit Protection Scheme that is administered by:

The Deposit Protection Service
The Pavillions
Bridgwater Road
Bristol
BS99 6AA

Phone 0870 707 1707

Email enquiries@depositprotection.com

All deposits, if taken will be lodged with the Deposit Protection Service.

At the end of the tenancy the deposit should be returned within ten working days

In the event a tenant fails to cover the cost of a breach of tenancy, payment will need to be made by the landlord. We will then act on behalf of the landlord to pursue the tenant for the arrears.

Tenancy Deposit Dispute

The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. The cost of this service is **£125.00**.

Termination

Either party has the right to terminate this agreement in writing upon the tenants vacating the property or if the other party breaks any important terms or conditions of this agreement during a tenancy where financial compensation is wholly inadequate.

For as long as your tenant remains in the property, you are entitled to pay our fees. All monies owed to us under the agreement up to the date of termination of the agreement must be settled in full.

Termination of Services by Landlord

Upon the decision of the landlord to terminate our services, such termination will take effect at the conclusion of the current tenancy agreement. From that point onward, the landlord will be solely responsible for handling any matters related to the tenant's deposit, including but not limited to deposit returns and dispute resolution.

Landlord Withdrawal

Once satisfactory tenants are found, if the landlord subsequently withdraws, a **fee** equivalent to **two weeks rent** will be payable to EF Lettings by the landlord to cover administration and advertising costs.

EF Lettings reserve the right to serve seven days notice of termination if they believe you are in breach of any regulation relating to the property (whether statutory or not).

Right to Cancel

You are entitled to a cooling off period of 14 days from signing the Terms of Business. Once you have signed the agreement you are happy for us to proceed in advertising and letting your property. Should you decide to cancel, then you will be liable for our costs to date.

EF Lettings reserve the right to alter these Terms of Business on giving you written notice.

I/We confirm that the property is owned as sole / joint owners

I/We agree that EF Lettings can sign the Assured Shorthold Tenancy Agreement on our behalf

I/We confirm that the property will be marketed by EF Lettings as a Sole Agency

The undersigned hereby appoint EF Lettings as an agent under the terms of this Agreement.

Landlord Full Name

Landlord Signature

Landlord Date

Landlord Full Name (2)

Landlord Signature (2)

Landlord Date (2)

EFLettings Name

EFLettings Signature

EFLettings Date