



FIELDING

PROPERTIES

Landlord's Terms of Business

Fielding Properties, 8 Sheaf Street,
Daventry, Northants, NN11 4AB
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Terms of Business

	LANDLORD 1	LANDLORD 2
Address of Property to be LET		
Landlord/s Name		
Home Address		
Home Telephone Number		
Mobile Number		
Email Address		

- Fielding Properties is a trading name of Fielding Property Management Limited, company registration number 09277223, registered office address 310 Wellingborough Road, Northampton, NNI 4EP
- These Terms of Business set out the services Fielding Properties provide, our charges and both Fielding Properties and the Landlord/s responsibilities
- The letting or management of your property cannot proceed until this document has been signed and returned to Fielding Properties

The Landlord/s appoints Fielding Properties to let and/or manage their property, to act on their behalf, at the Landlord/s expense and authorise Fielding Properties to advertise and arrange for prospective Tenants to view the property, subject to the Terms and Conditions set out below

From here on in the Landlord/s will be referred to as The Landlord

I. GENERAL AGREEMENT

- I.1. Fielding Properties has the right to carry out anything necessary to ensure The Landlord complies with Statutory Obligations
- I.2. The Landlord will reimburse and compensate Fielding Properties against all expense claims liabilities and losses incurred or imposed on them in the performance of their obligations under the agreement
- I.3. The Landlord confirm that the property is fit to be let and that all appliances (if applicable) comply with the current safety regulations and legislation, and will be kept compliant with future safety regulations



- 1.4. This agreement gives Fielding Properties the right to sign Tenancy documentation and Notices on behalf of The Landlord. It is accepted that this will bind The Landlord to all legal obligations within the Tenancy Agreement or Notice
- 1.5. If there is more than one person signing as the Landlord, all parties will be jointly and severally liable for the obligations contained in the Agreement. Jointly and severally 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

2. THE LANDLORD AGREES TO

- 2.1. Comply with the Gas Safety (Installation and Use) Regulations. Where gas is installed, the Landlord must provide Fielding Properties, seven days prior to letting the property, with a Landlord Gas Safety Certificate. This must be renewed on an annual basis, and if The Landlord is arranging this themselves, must be given to Fielding Properties seven days prior to the expiry date. If one is not provided, then Fielding Properties will arrange for one to be carried out at The Landlord's expense
- 2.2. Comply with the Plugs and Sockets Etc (safety) Regulations 1994, and the Electrical Equipment (safety) Regulations 2016 and provide Fielding Properties with a copy of an inspection report for all electrical wiring and appliances in the property seven days prior to a Tenancy starting. If one is not provided, then Fielding Properties will arrange for one to be carried out at The Landlord's expense
- 2.3. Comply with the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2010. Fielding Properties have the right to remove and dispose of any furnishings that do not comply with this Safety Act if The Landlord does not remove the items before the Inventory is carried out. Charges for the removal, disposal or replacement will be met by The Landlord
- 2.4. Comply with The Health and Safety Executive's Approved Code of Practice regarding to Legionnaires Disease and provide Fielding Properties with a copy of a Risk Assessment of the water system of the property. If one is not provided, then Fielding Properties will arrange for one to be carried out at The Landlord's expense
- 2.5. Provide at least one working smoke alarm per floor of the property (unless legislation demands more). Fielding Properties reserves the right to add smoke alarms at the Landlord's expense if this condition is not met
- 2.6. If gas is supplied at the property, provide at least one working carbon monoxide alarm on each floor of the property that a gas appliance is situated on (unless legislation demands more). Fielding Properties reserves the right to add carbon monoxide alarms at the Landlord's expense if this condition is not met
- 2.7. Provide Fielding Properties with three keys to every lock in the property. Fielding Properties will retain one set for the purposes as stated in the Tenancy Agreement. If insufficient keys are provided, the Landlord agrees that Fielding Properties can have the required set/s made at the Landlord's expense



- 2.8. The Landlord should be aware that the Tenant does not have to comply with any conditions of the Landlord's insurer if they are not provided with the documentation stating any conditions and in particular any requirements if the property is left vacant
- 2.9. The Landlord is advised to ensure there is adequate insurance cover in force in respect of Buildings and Contents (if applicable) and the Insurer is aware that the property is available for letting. Please also notify them of the date of occupancy. Some insurance policies may be void if they are not notified of your intention to rent the property if claim arises
- 2.10. Should the property be subject to a Mortgage or Charge, The Landlord will be responsible for notifying the relevant Bank or Building Society, Insurers, Head Lessor of their intention to let the property
- 2.11. The Landlord will be responsible for their Income Tax and all other taxes levied against The Landlord's property
- 2.12. Fielding Properties will give to HM Revenue & Customs such information regarding the letting as they lawfully require, which is full details of each 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
- 2.13. If the same Tenant wishes to stay in the property over the original term/end of tenancy and you agree to this, we will continue to charge you the agreed monthly fee from the gross rent. You may not let your property with another agent if re-letting the property to the tenants that we found/introduced, moved in or set up the Tenancy for. Full fees are due if we have to find new Tenants. Fielding Properties are to receive the monthly fees as long as the Tenants remain in the property, for Tenants we found and introduced to the property

3. OVERSEAS LANDLORDS

- 3.1. If resident outside the UK The Landlord will provide to Fielding Properties a copy of the approval number obtained from HM Revenue & Customs for each individual comprising "The Landlord", thereby allowing Fielding Properties to release monies to The Landlord without the obligation to retain tax reserve monies
- 3.2. If an approval number is not received and The Landlord resides outside the UK, The Landlord agrees that Fielding Properties 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 & Customs will be paid on a quarterly basis. Providing this service will incur a charge at £60.00/hour (plus VAT)



4. INCORRECT INFORMATION

- 4.1. The Landlord warrants that all information he has provided to Fielding Properties is correct to the best of their knowledge and belief. In the event that The Landlord provides incorrect information to Fielding Properties which causes Fielding Properties to suffer loss or causes legal proceedings to be taken The Landlord agrees to reimburse and compensate Fielding Properties for all losses suffered

5. OTHER AGREEMENTS

- 5.1. Once a property has been successfully let, Fielding Properties can erect a board for a period of two weeks
- 5.2. The Landlord is to notify the telephone/internet provider that they are vacating the property. Any new Tenant is responsible for the installation or re-connection charges for the telephone/internet service
- 5.3. If there is a television aerial erected at the property the Landlord will be responsible for the continued maintenance and upkeep of the aerial. If there is no external aerial fitted, the landlord is responsible for the cost of fitting a suitable aerial or must make it known in writing that they do not wish to incur the cost of having one fitted. Satellite or any other similar television provision will be entirely the responsibility of the Tenant. The Tenant is also responsible for the TV Licence
- 5.4. The Landlord must stipulate any special conditions, i.e. no smokers etc
- 5.5. During a Tenancy, The Landlord cannot return to the property except for inspection or maintenance purposes during that Tenancy (48 hours written notice must be given to Fielding Properties who will in turn notify the Tenant)
- 5.6. This Agreement can only be terminated at the end of any contract with the Tenant. If the Tenant then remains in the property a 12.00% plus VAT charge for the equivalent of an additional six months of the Tenancy will be added were applicable
- 5.7. The Landlord will not offer the property for sale or allow any sale board to be erected at the property without notifying Fielding Properties. Should a sale of the property be initiated during the subsistence of a Tenancy Agreement, The Landlord shall provide Fielding Properties with adequate notice to enable such Tenancy Agreement to be determined
- 5.8. Where the letting of a property results in a Tenant purchasing the property at an agreed figure with the Landlord, a fee of 1.00% of the sale price (minimum fee £2,000.00) plus VAT will be applicable on completion. The Landlord will be supplied with the services of Fielding Properties to aid with the transaction.
- 5.9. The Landlord acknowledges and agrees to Fielding Properties storing information relating to both the property and The Landlord on a computer database



- 5.10. The Landlord must hand over the property at the beginning of the Tenancy in a clean state and in good repair
- 5.11. Fielding Properties will not accept responsibility should a Tenant default under the Tenancy Agreement but will use its very best endeavours to assist in the recovery of any monies outstanding. The Landlord is responsible for any legal fees incurred should the necessary arise for initiating possession proceedings for recovery of rent arrears. Should any such proceeding be initiated it may be that some of the fees incurred may be recovered under the order from the Court
- 5.12. Fielding Properties will credit The Landlord's appointed bank account at the earliest opportunity by electronic transfer once the rent has cleared into our account. The Landlord will be notified if payments are made later than 5 working days. Fielding Properties do not accept responsibility for any bank charges incurred due to late payments by the Tenant, although Fielding Properties will make every effort to keep The Landlord informed of arrears
- 5.13. The Landlord agrees for Fielding Properties to instruct the relevant maintenance work necessary up to the value of £250.00. Emergency work on safety grounds will be immediate although Fielding Properties will endeavour to contact the landlord prior to the work being carried out if possible. Fielding Properties are authorised to deduct such expenses from the rent monies collected (where no such funds are held by Fielding Properties, The Landlord agrees to pay invoices within 7 days)
- 5.14. Hourly rate for miscellaneous services - Staff £60.00 / Director £120.00 (plus VAT)

6. ITEMS OF WHICH FIELDING PROPERTIES ARE NOT RESPONSIBLE

- 6.1. Managing the property whilst it is not tenanted
- 6.2. Re-directing The Landlord's mail
- 6.3. Overseeing any major repair work or refurbishment
- 6.4. Any substandard work carried out by a third party contractor
- 6.5. Any loss suffered by The Landlord as a result of actions by a third party
- 6.6. Any losses suffered by The Landlord at the Dispute Resolution Service or court in relation to the tenancy deposit
- 6.7. Any loss or damage suffered by The Landlord as a result of the actions of the Tenant
- 6.8. Failure of The Landlord to notify Fielding Properties of key terms of any head lease
- 6.9. Failure of The Landlord to obtain permission to let the property from his Mortgage Company or other interested party



6.10. In appraising, letting or subsequently managing the property, inspection of any attic, loft or cellar that does not have a permanent staircase it is the responsibility of The Landlord to ensure that such areas are empty of all goods and possessions and that they are left in a clean and safe condition

7. INVENTORIES

7.1. Tenancy deposit law changed in April 2007 and the legislation assumes that, at the end of the tenancy the deposit belongs to the Tenant. If The Landlord wishes to deduct money from the deposit, they must be able to prove that the deduction is warranted. Where the deduction relates to the nonpayment of rent, this can be easily proved. Where the deduction relates to dilapidations, The Landlord must be able to prove the condition of the property at the start of the tenancy. We consider that an inventory is the best way for The Landlord to safeguard their interests.

INVENTORY CHARGES *(All fees are subject to VAT at the prevailing rate, currently 20.00%)*

	TENANT FIND	FULLY MANAGED
1 bed, unfurnished	£100.00	Included
2 bed, unfurnished	£130.00	Included
3 bed, unfurnished	£150.00	Included
4 bed, unfurnished	£170.00	Included
5+ bed, unfurnished	£190.00	Included
Any furnished property	As above, plus £150.00	£150.00

8. DEPOSITS

8.1. If Fielding Properties are instructed to hold the Deposit for a Tenant Find property, Fielding Properties will do so under the terms of the Deposit Protection Service. This is offered at a fee of £45.00 plus VAT

8.2. Please note that if The Landlord instructs Fielding Properties to carry out a Tenant Find, Fielding Properties will not hold the Deposit unless a Deposit Account has been provided

At the end of the Tenancy where the Deposit is held by the Deposit Protection Service

8.3. If there is no dispute, we will request any amounts agreed as deductions where expenditure has been incurred on behalf of The Landlord or repay the whole of the balance of the Deposit according to the conditions of the Deposit Protection Service. Payment of the Deposit will be made by the Deposit Protection Service, usually within 10 working days



- 8.4. All dilapidations noted by The Landlord, or their representative, must be brought to the attention of Fielding Properties no later than 7 days from the end of the Tenancy. If they are noted after this time, they will not be able to form part of a claim against the Deposit
- 8.5. If, after 10 working days following notification of a dispute to Fielding Properties, it has not been possible to resolve any differences of opinion, and there remains an unresolved dispute between The Landlord and the Tenant over the allocation of the Deposit, it will be submitted to the Deposit Protection Service and will be referred to the Alternative Dispute Resolution (ADR) Process. All parties agree to cooperate with any adjudication. Both parties will be required to fill out evidence forms and to be returned to the ADR within 14 calendar days. The ADR will make a decision on the allocation of the deposit based on the evidence of both parties, this decision is binding
- 8.6. If a deposit dispute is escalated to the ADR Process, Fielding Properties will charge a fee of £125.00 plus VAT to prepare and submit the relevant forms, documents, photographs and copies of all necessary information
- 8.7. If The Landlord has instructed Fielding Properties on a Fully Managed Service, then we will deal with any arising dispute, however if we are only providing a Tenant Find Service then it is The Landlord's responsibility to provide evidence. We strongly recommend that an Inventory is carried out prior to a Tenancy starting. Fielding Properties can only deal with a dispute on your behalf if you have had an Inventory carried out and the fee will apply as set out above
- 8.8. It is not compulsory for both parties to use the ADR service. The parties may, if either party chooses to do so, seek the decision of the Court. However, this process may take longer and may incur further costs

9. TERMINATION

- 9.1. Should The Landlord wish to terminate this Agreement then The Landlord is required to give Fielding Properties 8 weeks written notice of the termination, with any such notice only being acceptable if a minimum of 6 months has occurred since the start, or re-let of the existing Tenancy
- 9.2. Fielding Properties can, with immediate effect, terminate this Agreement with confirmation being provided in writing to terminate said Agreement
- 9.3. Should The Landlord terminate this Agreement whilst the property is tenanted and either self-manage the property or transfer the management to another Agent, they agree to pay an exit fee of £350.00 plus VAT



FEE STRUCTURE

(All fees are subject to VAT at the prevailing rate, currently 20.00%)

Service	TENANT FIND	FULLY MANAGED
Marketing and Set Up	£500.00	£375.00
Re-Let (new tenant)	£500.00	£275.00
Ongoing Management (per calendar month)	N/A	12.00%
Energy Performance Certificate	At Cost - £85.00 approx.	At Cost - £85.00 approx.
Gas Safety Certificate	At Cost - £80.00 approx.	At Cost - £80.00 approx.
EICR	At Cost - £165.00 approx.	At Cost - £165.00 approx.
Legionnaires Disease Risk Assessment	£90.00	£90.00
Tenancy Agreement Renewal *	£75.00	£75.00
Inventory Production	£100.00 - £340.00 See page 7 for details	Unfurnished, included Furnished £150.00
Property Inspection and Report (per visit)	£50.00	Included

* A renewal (issue of a new Tenancy Agreement) is not necessary as fixed term tenancies no longer exist. Tenancies automatically continue on a rolling month by month basis. However, if one is requested by either The Landlord or Tenant then the charge to The Landlord will be applied.



Landlord Instructions

LEVEL OF SERVICE	
Tenant Find (Let Only)	
Fully Managed	

EPC (Energy Performance Certificate)	
I would like Fielding Properties to arrange for an EPC to be carried out and to renew this when required	
I have/will arrange for my own EPC and supply Fielding Properties with a copy prior to marketing commencing	

Gas Safety Certificate	
I would like Fielding Properties to arrange for a Gas Safety Check to be carried out and to renew this when required	
I have/will arrange for my own Gas Safety Check to be carried out *	
There is No Gas at the property	

EICR (Electrical Safety Certificate)	
I would like Fielding Properties to arrange for an EICR to be carried out and to renew this when required	
I have/will arrange for my own EICR to be carried out *	

Legionnaires Disease Risk Assessment	
I wish Fielding Properties to arrange a risk assessment of the water system and to renew this when required	
I have/will arrange for my own Legionnaires Disease Risk Assessment *	

* All safety certificates must be given to Fielding Properties at least 48 hours before a proposed Tenant is due to move in

Utility information	
Electricity Supplier	
Location of Meter	
Gas Supplier	
Location of Meter	
Location of Water Meter	
Location of Stop Tap	



Appointed bank account for rent	
Bank / Building Society name	
Bank / Building Society address	
Account name	
Account number	
Sort Code	

Landlord building insurance	
Name of insurer	
Policy number	

Client Identification

Due to anti-money laundering and “Know Your Client” legislation, Fielding Properties is required to verify the identity of all landlords.

This form should be returned, along with the following documents for ALL named property owners, or in the case of a Limited Company or Trust all directors or trustees –

- A copy of a valid passport **AND** driving licence
- **OR** a copy of either a valid passport or driving licence, along with a copy of a utility bill, bank statement or Council Tax statement dated within the last three months.

These may also be sent by email to info@fieldingproperties.co.uk

I / we confirm that I am / we are the owners of the above-named property and have read and understood these terms. We are signing to acknowledge our responsibilities as the Landlord/s as outlined in this document and that we are instructing Fielding Properties to act on our behalf.

	Landlord 1	Landlord 2
Signature		
Print		
Date		