

## LETTINGS TERMS AND CONDITIONS OF BUSINESS

PROPERTY (including Postcode):		
PLEASE TICK THE SERVICE YOU REQUIRE:	('the Prop	erty')
LETTING ONLY SERVICE		
(inc Rent Collection):	13.2% incl. VAT (11% + VAT) Renewals / Extensions 9.6% incl. VAT (8% + VAT)	-
LETTING & MANAGEMENT		
(Inc Rent Collection):	19.2% incl. VAT (16% + VAT) Renewals / Extensions 15.6% incl. VAT (13% + VAT)	-
MANAGEMENT SERVICE ONLY		
(inc Rent Collection):	7.2% incl. VAT (6% + VAT)	-
SHORT LET & MANAGEMENT		
(inc Rent Collection):	30% incl. VAT (25% + VAT)	-
VACANT PROPERTY CARE		
VAT)	From £250 + VAT per month (£300 inc	-

If the Rent achieved is more or less than the Initial Asking Rent, the Commission due from you will be proportionately different from the above amount. In addition to the Commission, you should read the remainder of this Agreement carefully in order to calculate the additional charges as set out in the Additional Charges section of this Agreement.



Please complete this form to further enable tlc to give you the standard of service you deserve and to enable us to comply with the requirements placed on us as your agent. You will be asked to reconfirm this information every time the Property is remarketed to ensure our records are up to date.

PROPERTY OWNER'S DET	AILS
Name(s) of Landlord(s):	
OR	
Company Name:	Registration number
(Please note any additional interested p	arties on a separate sheet if necessary)
RESIDENTIAL ADDRESS	
NON-RESIDENT LANDLO instruction. If you move to an address rules regarding the collection of tax from Landlord Scheme (INRLS), as establitime, it is your responsibility to obtain a deduct tax (currently 20%) at the prev	• •
BANK DETAILS FOR PAYME	INT OF RENT
BANK	NAME ON ACCOUNT
SORT CODE/SWIFT/BIC)	ACCOUNT NO

We are pleased to receive your instructions to offer the Property for rent on the following basis:

By appointing us, you agree that we shall have **sole agency** to market the Property for a period of 2 weeks and thereafter subject to 48 (forty-eight) hours' notice in writing to terminate this Agreement exercisable by either party at any time.

If a tenant has been found and you later go on to terminate this Agreement, you will be liable to pay us a commission on the Lettings Service basis for the full term of the tenancy that has been agreed.

### FEES AND COMMISSION

You are responsible for paying the Commission set out on page 1 of this Agreement when any person, company or other organisation enters into a binding agreement to take occupation of the Property where this occurs as a result of:

1. A viewing conducted by us;

IBAN.....

- 2. Sight of any marketing or advertising material produced by us or on our instruction;
- 3. By way of an introduction from an existing occupier that we introduced to you;
- 4. Through your own work or that of any other agent where this occurs during our sole agency period.

The Commission remains due and payable in relation to any extension, renewal or continuation of the tenancy whether or not we are the effective cause of this extension, renewal or continuation. You should note that this may mean that you will be liable to pay commission to two or more agents if you instruct another agent during the period that we are instructed on a sole agency basis.



The Commission payment under our Lettings Service will become due at the agreed start date of the tenancy and we will invoice you accordingly unless otherwise agreed in writing. The Commission payment under our Management Services is due in line with the rent collection frequency. We will not make any refund of the Commission in the event that the tenancy terminates before the originally agreed date, unless this is in accordance with a contractually agreed break clause, or in the event that you assign your interest in the Property to any other person.

If you instruct us to proceed with a proposed tenancy and subsequently withdraw your instructions, you agree that you will reimburse us for the costs and expenses that we will have incurred up to a maximum sum of £300 including VAT. This clause does not affect your statutory cancellation rights (if any) as set out in this Agreement.

By signing this Agreement, you give us authority to deduct the Commission and any additional fees and expenses as set out in the Additional Charges section of this Agreement from any monies belonging to you that we may hold from time to time.

Tenant Fees Act 2019 Compliance

Under the Tenant Fees Act 2019, landlords and agents are prohibited from charging tenants any fees other than permitted payments, which include:

- Rent
- A refundable tenancy deposit (capped at five weeks' rent for properties under £50,000 per year and six weeks for those above)
- A refundable holding deposit (capped at one week's rent)
- Default fees (for lost keys or late rent exceeding 14 days, subject to fair and reasonable costs)
- Charges for variation, assignment, or novation of a tenancy (capped at £50 unless higher costs are justified)
- Payments for utilities, broadband, and TV licenses (where applicable)

As the appointed letting agent, tlc will ensure compliance with the Tenant Fees Act 2019. Any prohibited charges made to tenants could result in penalties of up to £5,000 for a first offence, rising to £30,000 for repeat breaches.

If a landlord instructs tlc to charge a tenant a prohibited fee, the landlord agrees to indemnify tlc against any financial penalties incurred.

## **OUR SERVICE**

# 1. Lettings Service

We will:

- a) Visit the Property and provide you with an indication of the current market rent that we believe is achievable. Unless otherwise agreed, the rent will be inclusive of all outgoings that you are responsible for (e.g. ground rent, service charges) with the exception of gas, electricity, other fuel, telephone, TV licence, council tax and water rates.
- b) Market the Property to inform suitable applicants of its availability by erecting a To Let board and by advertising it in suitable publications and online portals including social media (Instagram / Facebook, Twitter & LinkedIn). You must notify us immediately if there is any restriction preventing us from erecting a To Let board at the Property. By signing this Agreement, you specifically permit us to erect a To Let board and to remove any other agent's board from the Property if Borough Regulations allow it.
- c) Accompany applicants to view the Property.
- d) Negotiate any offers received between you and the applicant.
- e) Unless otherwise agreed, provide the tenant with our standard tenancy agreement, subject to your payment of our fee as set out in the Additional Charges section of this Agreement. Upon request, we are able to make reasonable amendments to our standard tenancy agreement to suit your specific needs at no additional cost. Should you wish to provide your own agreement you will be responsible for the fees of having this prepared and must ensure that it is fully compliant with current legislation, fair and comprehensive. You must provide us with a copy of the tenancy agreement that you wish to do when we ask you to do so as any delay may delay the tenancy commencing. We reserve the right to refuse to use your tenancy agreement if we do not consider it to be compliant.
- f) Take up references and right to rent checks for each applicant through an independent referencing company. You may need to confirm that the references are acceptable. From 01 February 2016, the Immigration Act 2014 prohibits landlords from authorising any adult to occupy their property as their main or only home unless



the adult is a British, EEA or Swiss national or has "right to rent" in the UK. Document checks must be completed before a tenancy agreement is entered into. The checks must be completed no earlier than 28 days prior to the commencement of a tenancy. You, or someone instructed on your behalf, are required to investigate to establish the details of all adults that will be occupying the Property, get originals or one or more acceptable documents showing each adult's right to rent and check these documents in the presence of the document holder (checking the age and the photograph match up to the details that have been given by the Tenant) before making dated copies and returning them to the document holder. All Right to Rent checks must be conducted in compliance with the Equality Act 2010 to ensure no unlawful discrimination occurs based on nationality, ethnicity, or immigration status. tlc and the landlord must treat all applicants fairly and equally in accordance with government guidelines. In the event that an occupier has a time-limited right to rent, which will expire during the term of a tenancy; or in the event that an occupier will reach 18 years old during the course of a Tenancy, you, or someone acting on your behalf, are required to undertake follow up checks to ensure that the occupier has the right to rent at that time. A report must be made to the Home Office in the event that any follow up checks show that the occupier no longer has the right to rent. There are a few exemptions to the above requirements, which we will discuss with you if they arise. We will not complete a tenancy unless the necessary checks have been completed showing that all adult occupiers have the right to rent. In signing the tenancy agreement, or authorising us to do so, you will be confirming that you have accepted the references. If we do not manage the Property, it will be your responsibility to ensure that any work permit or visa is renewed and/or to check the any new adult occupying the Property has the right to rent. We have no liability in the event that you fail to do this.

- g) Instruct an established independent inventory clerk on your behalf and at your cost (as set out in the Additional Charges section of this Agreement) if you instruct us to do so. We strongly recommend that landlords have an inventory and check in report prepared for both furnished and unfurnished properties as it can save costly litigation and disputes at the termination of the tenancy. We cannot be held responsible for any loss suffered if there is no inventory.
- h) Arrange for a gas safety record to be prepared for the Property if you request that we do so and agree to meet the contractor's costs and pay our consultancy fees as set out in the Additional Charges section of this Agreement.
- i) Arrange for smoke alarms and carbon monoxide detectors to be installed and tested at the commencement of a new tenancy subject to your agreement to meet the contractor's costs and pay our consultancy fees as set out in the Additional Charges section of this Agreement.
- j) Arrange for the Property to be cleaned if you request that we do so and agree to meet the contractor's costs and pay our consultancy fees as set out in the Additional Charges section of this Agreement.
- k) Arrange minor redecoration works (up to a total value of £500 inc VAT) if you request that we do so and agree to meet the contractor's costs and pay our consultancy fees as set out in the Additional Charges section of this Agreement. All repairs and maintenance works arranged through tlc will be carried out in accordance with landlord obligations under the Landlord and Tenant Act 1985, The Homes (Fitness for Human Habitation) Act 2018, and relevant building regulations. If additional compliance-related work is required, tlc will notify the landlord accordingly.
- Collect the first rent instalment together with the deposit and provide the tenant with details to set up a standing order to help ensure regular subsequent payments of rent. These funds will paid to you within 7 working days of the tenancy commencing, providing we are in receipt of cleared funds. No rent will be payable to you until we have cleared funds from the tenant and all of the legally required documentation is received by both parties.
- m) Sign the tenancy agreement on your behalf as your agent if you are using our standard tenancy agreement and you request that we do so. When signing, we are doing so on your behalf and accept no liability for the terms set out in the tenancy agreement. Send the tenant a copy of the gas safety record (if any), EPC and the government's "How to Rent Guide". Please note that these documents will need to be served again at the commencement of any renewal. If we do not manage the Property or deal with the renewal, you will be responsible to do this. Please note: notice to terminate an Assured Shorthold Tenancy at the end of the fixed term or in accordance with a break clause cannot be validly served unless the Tenant has been provided with a copy of the EPC, up to date Gas Safety Record (if applicable); the prescribed information relating to the deposit and the government's current "How to Rent" guide. Such a notice cannot be served until after 4 months from the date the tenancy agreement commenced.
- n) Hold the deposit as stakeholder, or send this to the relevant government scheme if a custodial scheme is being used, and register the details of the deposit, where appropriate.



- o) Forward subsequent payments of rent to you within 7 working days of these payments appearing in our account as cleared payments. No rent will be payable to you until we have cleared funds from the tenant. We cannot be held responsible if the tenant fails to pay any sum that falls due.
- p) Negotiate renewals with the Tenant and drawer up the relevant documents.
- q) Serve notice to end the tenancy if you request that we do so in writing. If we are not instructed under our management service, this will be subject to an additional charge as set out in the Additional Charges section of this Agreement. You must provide us with at least ten weeks' warning that you want to end the tenancy either at the end of the fixed term or according to a break clause. We cannot be held liable for any delay in getting possession of the Property if you provide us with insufficient time for service of the Notice.
- r) If the tenancy is an Assured Shorthold Tenancy ('AST') and it rolls over into a periodic term (e.g. month to month), the rent can be increased on an annual basis if you serve Notice under Section 13(2) of the Housing Act 1988. If we are not instructed under our management service, this will be subject to an additional charge as set out in the Additional Charges section of this Agreement.
- s) Forwarding a client's mail does not form part of our normal function. If we are not managing the Property, we will forward anything that comes to our attention, subject to your payment of our fees set out in the Additional Charges section of this Agreement, but accept no responsibility for mail sent to you at the Property. We recommend that you arrange a redirection service with Royal Mail.
- t) The Agent shall be entitled to deduct from any deposit that may be paid by a Tenant of the Landlord's Property any fees or other monies properly due and payable by the said Tenant to the Agent.

## 2. Management Service

In addition to the service provided under our Lettings Service, when instructed under our management service we will also:

- a) Pay current outgoings relating to the Property such us ground rent and any service/maintenance charges and account to you regularly, provided we hold sufficient funds. Although we will do our best to question any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. We accept no responsibility for any discrepancy in invoices paid on your behalf. It is your responsibility to ensure that invoices and demands are sent to us if you wish us to pay them from funds that we hold on your behalf.
- b) Advise the tenant to switch all the utility services into his own name at the commencement of the tenancy and provide the new tenant's contact details to the utility service providers.
- c) Retain from the payments received from the tenant the sum of £500 over and above the sums due to us for the Commission and other fees and charges set out in this Agreement to pay for the cost of minor repairs and maintenance ('the Repair Fund'). We will then retain enough money from each subsequent payment as necessary to maintain the Repair Fund at a balance of £500. In the event that the rent is paid 3 months + in advance, we will deduct £1,000.00 from the initial move in monies and in the event that the rent is paid 6 months + in advance, we will deduct £1,500.00 from the initial move in monies instead of £500.00. The landlord is responsible for maintaining the structure and exterior of the property, including drains, gutters, and external pipes, as required under Section 11 of the Landlord and Tenant Act 1985. Additionally, the landlord is responsible for ensuring the water, gas, and electricity supply, sanitation systems, and heating installations are kept in repair and working order. tlc will assist in coordinating necessary repairs on behalf of the landlord as per this legislation.
- d) Deal with day-to-day management matters, including minor repairs and maintenance up to the balance that we are holding as the Repair Fund.
- e) Instruct tradesmen to carry out any maintenance, repairs, or other work at the Property on your behalf. By signing this Agreement, you give us authority to instruct contractors and deduct the cost of their invoices from the Repair Fund. If the amount of the contractor's invoice is likely to exceed the balance of the Repair Fund, unless in the case of an emergency to ensure that you comply with statute, we will obtain an estimate for the work and seek your prior approval before proceeding, unless the work is urgent and necessary to prevent further damage, maintain safety, or ensure compliance with statutory obligations under the Landlord and Tenant Act 1985 and any relevant safety regulations. In such cases, we will make reasonable attempts to contact you first but reserve the right to proceed without prior approval if required. We will charge an additional supervisory fee as specified in the Additional Charges section of this Agreement for supervising work costing in excess of £500 inc VAT. For the avoidance of any doubt, when we instruct contractors we will be doing so as your agent and you will remain liable for the payment of all invoice and they will be responsible to you for the standard of their workmanship. We cannot be held liable for any loss or damage



suffered by you if we are unable to carry out repairs or maintenance because we do not hold sufficient funds in the Repair Fund to do so.

- f) If at any time the following circumstances arise, you will not be entitled to serve a valid Section 21 (6A) Notice on the tenant for a period of 6 months:
  - a. The tenant makes a written complaint regarding the condition of the Property which you do not provide an adequate response to within 14 days of the date of the complaint; and
  - b. The tenant then forwards a complaint to the relevant local housing authority about the same or substantially the same issues; and
- c. The local housing authority serves a relevant notice (being a notice served under Section 11 of the Housing Act 2004 in relation to category 1 hazards; a notice served under Section 12 of the Housing Act 2004 in relation to category 2 hazards; or a notice served under Section 40(7) of the Housing Act 2004 in relation to emergency remedial action) on you. To avoid these serious consequences, which would lead to a significant delay in recovering possession of the Property from the tenant, you must respond to any written complaint made by the tenant within 14 days. Such a response must include a description of the action that you propose to take to address the complaint and set out a reasonable timescale in which such action will be completed.
- g) Try to visit the Property approximately twice per year whilst the tenant is in occupation, provided the tenant grants access. If the tenant does not grant access we will inform you but it will be your responsibility to take legal advice and advise us of the appropriate action to take. The visits are of a limited nature in order to verify the general good order of the Property and the proper conduct of the tenancy by the tenant. A visit will not constitute a complete check of every part of or every item in the Property. A visit will only note repairs of which we are informed or which are clearly visible. We cannot be held liable for any loss or damage caused as a result of a hidden or latent defect. We can arrange more frequent visits if you request that we do so in writing and we deem it to be necessary, subject to your payment of our charge as set out in the Additional Charges section of this Agreement.
- h) Supervision of the Property during any period that it is unoccupied in excess of one month does not form part of our management service. If you wish us to manage the Property during a more lengthy void period, we would be happy to do so subject to your payment of our fee for this service which is set out in the Additional Charges section of this Agreement. If instructed, we will visit the Property once a week during office hours and will inform you of any lack of repair or maintenance that is clearly visible to us. We will not instruct a contractor unless we hold funds to do so.
- i) Forwarding a client's mail does not form part of our normal function. If we are managing the Property, we will forward anything that comes to our attention but accept no responsibility for mail sent to you at the Property. We recommend that you arrange a redirection service with Royal Mail.

### 3. Short Let Service

For tenancies of between 1-6 months in duration for the initial fixed term. We will perform the service as set out in the Lettings Service and in addition, we will:

- 1. Arrange for all bills to be paid on your behalf
- 2. Arrange weekly cleaning or other domestic services as agreed with you and the tenant.

# 4. Rent Protection & Legal Expense Service

Upon receipt of Acceptable References on the proposed Tenants, tlc will offer a Rent Protection & Legal Expense Service in addition to the Rent Collection or Full Management Service outlined within this document. Main benefits include: Up to £100,000 legal expense cover, rent recovery, property damage cover, 75% of rent after vacant possession up to 2 months, contract dispute protection and more. Further details for this policy are available from your Lettings Consultant. Please note that in the event that the tenant pays the rental payment in advance, it will not be possible to take out a policy.

I would like to take advantage of the tlc Rent Protection & Legal Expense Service at the charge of 2% + VAT
of my annual rent for rents up to £3k pcm or $3.5\% + VAT$ of my annual rent for rents over £3k pcm.
I do not wish to take advantage of the tlc Rent Protection & Legal Expense Service.
Indemnity: I/We understand by opting out of the tlc standard service I/We will not be protected should the tenant(s) not pay their rent at any time in line with the tenancy agreement in place. I/We also accept that any legal costs including but not limited to court costs, solicitor fees and bailiff costs will not be covered should
I/We want to evict the tenant(s) from the property.



#### **DEPOSIT**

# 1. AST Deposits

If a tenant pays a deposit in connection with an AST, the deposit must, from the moment that it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.

You must give the tenant and any Relevant Person the prescribed information about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.

We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

The Deposit Protection Service

The Pavilions Bridgwater Road Bristol BS99 6AA

Phone: 0330 303 0030

Web: <u>www.depositprotection.com</u>

If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.

If you do not want us to protect the deposit on your behalf, it will be your responsibility to receive it directly from the tenant and protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit, if the landlord (or someone acting on the landlord's behalf):

- a) fails to give prescribed information within the Statutory Time Limit; or
- b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
- c) notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected;
- d) fails to ensure continued compliance with the scheme rules in relation to any renewal or of the tenancy rolls into a statutory periodic term.

If you instruct us that you do not want us to receive and protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations.

If we receive and hold the deposit, we must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules. The Scheme rules are available to view and download from www.depositprotection.com. A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:

- a) both landlord and tenant (and any Relevant Person) agree; or
- b) the court orders us to do so; or
- c) the Tenancy Deposit Scheme directs us to do so.

We will forward the deposit to The DPS. The deposit will be held in a designated bank account which The DPS maintains for users of the scheme. Following successful protection of the deposit, the DPS will provide confirmation of receipt.

No interest will be payable on the deposit as it will be retained by The DPS to cover its costs.

## Where there is NO dispute about the deposit at the end of the tenancy

At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the tenant. If we are managing the Property, we will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions

Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. Any agreed amount of the deposit will be paid out by The DPS within 10 days of receipt of the form confirming the agreement.



## Where there IS a dispute about the deposit at the end of the tenancy

You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

The DPS alternative dispute resolution procedure can only be used if both you and the tenant complete a form to notify The DPS that there is a dispute. Once consent has been given, this cannot be later withdrawn. The DPS will send a form to you asking for evidence before asking the tenant to comment. The DPS will then provide you with a summary of the tenant's evidence and allow you 7 days to either accept or contest the content. The DPS Adjudicator will make a decision within 28 days of receiving the dispute papers. The DPS will notify us of the outcome within 2 working days of the decision being made.

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from the scheme website.

The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of (a) the adjudicator's decision or (b) an order from the court that has become final or (c) an agreement being reached between you and the tenant(s).

If you order any work to be done at the Property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

### Deposit Dispersal

We will act as your representative to review the check-out against the check-in and discuss with you any deductions to propose to the tenant. We shall then negotiate on your behalf. Please refer to the guidelines of the Tenancy Deposit Scheme independent case examiner for information regarding deposit dispute procedures. Should any remedial works be required we can organise these on your behalf, subject to funds being available, with a view to you being compensated as part of the deposit release process as appropriate. Should you require that we submit evidence to the independent case examiner on your behalf we shall charge £400 (inc VAT) for the preparation of the submission.

## Consent to use personal information

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not with the Scheme to contact you for that purpose, you should write to the Scheme.

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

# 2. Non AST Tenancy Deposits

The deposit does not have to be protected by law. However, the Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

If a dispute arises you, we or the tenant will contact the Scheme. Then:

- a) the Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
- you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
- c) the parties will have to pay a fee of £600 incl. VAT (£500 + VAT) (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.

The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.

## Joint Landlords

If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. If you want all decisions to be made jointly, this is something that should be agreed privately. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.



#### INTEREST AND COMMISSION

Any interest accrued on monies that we hold on your behalf will be retained by us to cover bank and administrative charges etc. Any commission earned by us while acting on your behalf will be retained by us.

## ADDITIONAL CHARGES

The following services are offered in addition to the above and will incur an additional charge if you require them:

- a) Consultancy is offered on request and will be charged at the rate of £36 incl. VAT (£30.00 + VAT) per 15 minutes, plus travel and other reasonable expenses (minimum of one hour). If you require the assistance of a tlc Director, the rate will be charged £54.00 incl. VAT (£45.00 + VAT) per 15 minutes (minimum of one hour). This service includes service of a Section 13 Notice, having extra sets of keys cut, forwarding post to you, fitting and testing smoke alarms and carbon monoxide detectors, transferring utility accounts, arranging safety checks, arranging an EPC or obtaining consents from a superior landlord or lender on your behalf.
- b) Your contribution to our charges for administration and preparing our standard tenancy agreement: £360.00 incl. VAT (£300.00 + VAT) payable in full at the commencement of the rental term.
- c) £60.00 incl. VAT (£50.00 + VAT) is payable in respect of each reference and right to rent conducted for each individual tenant, occupant or guarantor per tenancy.
- d) An arrangement fee of £60.00 incl. VAT (£50.00 + VAT) will be added to each invoice for any compliance certificates or pre tenancy works that are carried out on your behalf (A full list of applicable services are outlined within our Preparation of Tenancy Price list). Please note, this does not apply to works that exceed £500.00 incl. VAT (£416.67 + VAT) (see clause N below).
- e) Preparation of an inventory and schedule of condition by an independent inventory clerk will depend on the size and style of the Property. Estimates will be given on request.
- f) Your contribution to our charges for administration and preparing our standard renewal agreement: £180.00 incl. VAT (£150.00 + VAT) payable in full at the commencement of the rental term.
- g) Registration of the deposit:  $f_{12.00}$  incl. VAT ( $f_{10.00}$  + VAT) payable in line with rental payments.
- h) Alternative Dispute Resolution (ADR) for deposit disputes (Non-AST): £600 incl. VAT (£500 + VAT) or 10% of the deposit plus VAT, whichever is greater.
- i) HMO, Additional or Selective Licence Application Handling Fee £600.00 incl. VAT (£50.00 + VAT) per application
- j) HMO Licensing Annual Management Fee £162.00 incl. VAT (£137.00 + VAT)
- k) Property Visits required to complete the licensing application process £96.00 incl. VAT (£80.00 + VAT) per visit required
- l) Deposit handling and return if we are not managing: £36.00 incl. VAT (£30.00 + VAT) per 15 minutes (minimum of one hour).
- m) Supervisory fee: £15% plus VAT (£18% incl. VAT) of the total cost of any work exceeding £500 inc VAT if we are not managing the Property reducing to 12% incl. VAT(10% + VAT) if we are managing the Property subject to a minimum fee of £60.00 incl. VAT (£50.00 + VAT).
- n) Chasing you for unpaid invoices or commission: £36.00 incl. VAT (£30.00 + VAT) per chaser.
- o) Anti-Money Laundering, Identification Checking & Land Registry Check: £30.00 incl. VAT (£25.00 + VAT) per tenancy
- p) Handling NRL in the event that we are not in receipt of an exemption certificate: £120.00 incl. VAT (£100.00 + VAT)(both quarterly and annual)
- q) Transferring security deposit to Landlord or Landlord's nominated scheme: £120.00 incl. VAT (£100.00 + VAT)
- r) Handling international / same day bank transfers: £20.00 plus VAT (£24.00 incl. VAT)
- s) Service of Notice to terminate the tenancy: £180.00 incl. VAT (£150.00 + VAT) payable in full before Notice can be served.
- t) Property Inspections for non-managed properties: £132.00 incl. VAT (£110.00 + VAT)
- u) Visits during a void period of in excess of one month: £108.00 incl. VAT (£90.00 + VAT) per month.
- v) Carrying out additional visits to the Property if we are managing: £108.00 incl. VAT (£90.00 + VAT) per visit during office hours.
- w) Court attendance as a witness (if required): tlc Executive £540.00 incl. VAT (£450.00 + VAT) per day / tlc Director £960.00 incl. VAT (£800.00 + VAT) per day. This charge can be apportioned with a minimum charge of half a day.
- x) Overseas calls, courier deliveries, redirected mail: at Cost. plus a handling fee of £36.00 incl. VAT (£30.00 + VAT) per 15 minutes.



#### VAT

Value Added Tax will be chargeable on the Commission and all other costs and expenses set out in this Agreement at the prevailing rate (currently 20%). The rate of VAT may change from time to time and the total cost due from you will change proportionately in this instance. All amounts set out in this Agreement are expressed inclusive of VAT unless stated otherwise.

#### LANDLORD'S UNDERTAKINGS

**AUTHORITY:** By signing this Agreement, you warrant to us that you are the owner of the Property or are otherwise entitled to enter into a tenancy agreement in relation to it. If the Property is jointly owned, you must provide us with details of all owners together with written authority from each to let the Property.

If the Property is LEASEHOLD: Before you instruct tlc you must check that the letting you propose is permitted under the terms of the Head Lease. You will normally require the consent of your Superior Landlord of Freeholder before you can sub-let the Property. You must obtain any permission that is required before the commencement of any tenancy and pay any fee payable in respect of obtain such consent. If in doubt, please refer to the Head Lease or check with your Superior Landlord.

If the Property is subject to a MORTGAGE: You will need your mortgage lender's written consent to let the Property. Any charges that your mortgage company makes will be your liability. If the mortgage lender has any conditions relating to the tenancy or the type of tenant you must provide us with full details prior to the start of any tenancy as conditions cannot be imposed after a tenancy has started.

**INSURANCE:** You must make certain that the Property and the Fixtures and Fittings and any contents belonging to you are adequately insured and that your insurer is aware that it will be let. Failure to do so may invalidate your insurance policy. We also recommend that you check that the policy provides you with third party liability cover to protect you if the tenant or any visitor to the Property is injured. If the insurance company has any conditions relating to the tenancy you must provide us with full details prior to the start of any tenancy as conditions cannot be imposed after a tenancy has started.

**TAXATION:** You will be liable for tax on income arising from letting the Property and must inform His Majesty's Revenue and Customs ('HMRC') that the Property is being let. There are a number of allowances you can claim against this income and you should seek advice from an accountant or HMRC on these. You should be aware that we are required to forward a form to HMRC annually setting out details of all landlords whose properties we have let and the rental income they have received.

**HOUSES OF MULTIPLE OCCUPATION**: The Housing Act 2004 requires certain types of property to be licenced by the local authority before they can be let. The Act sets out mandatory licensing requirements, enforcement powers, and penalties for non-compliance. It is your responsibility to determine whether you need a property licence and to obtain a licence if one is required. If we become aware that the Property is let in a manner that requires a licence and you refuse to obtain one, we reserve our right to terminate this Agreement immediately and to inform the tenants and the local authority of the situation as failure to comply may result in financial penalties, criminal prosecution, or restrictions on eviction rights under current legislation.

**REPAIRS AND MAINTENANCE COMPLIANCE:** Under Section 11 of the Landlord and Tenant Act 1985, landlords are required to keep in repair the structure and exterior of the property, including installations for water, gas, electricity, sanitation, and heating. The landlord must also comply with the Housing Health and Safety Rating System (HHSRS) under the Housing Act 2004, ensuring the property remains free from serious hazards.

**HOUSING HEALTH AND SAFETY RATING SYSTEM ('HHSRS'):** The Housing Act 2004 requires all private dwellings to comply with this means of measuring hazards and risk of injury at properties. It is your responsibility to ensure that the Property complies. If an order is made by the local authority for work to be undertaken at the Property, you will be obligated to complete this.

**EVICTION AND HARASSMENT:** The Landlord must comply with the provisions of the Protection from Eviction Act 1977, ensuring that no Tenant is unlawfully evicted from the Property. Any termination of a tenancy must be carried out in accordance with relevant legislation, including service of the appropriate legal notices and obtaining a court order where necessary. The Landlord must also comply with the Protection from Harassment Act 1997, ensuring that the Tenant is not subjected to any form of harassment, including but not limited to persistent contact, interference with services, or intimidation aimed at forcing the Tenant to vacate the Property.



THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) (AMENDMENT) REGULATIONS 1993: If

the Property is to be let with upholstered furniture or soft furnishings that contain foams, you must be able to prove that they are match and cigarette resistant and carry a permanent label. By signing this Agreement, you give us authority to remove any item that does not have a fire label attached to it. You will be liable to reimburse us for all storage and/or disposal charges that we incur.

**ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994**: You are responsible for providing the tenant with instruction books for all items of electrical equipment and for ensuring all electrical items in the Property comply with these Regulations.

GAS SAFETY (INSTALLATION AND USE) (AMENDEMENT) REGULATIONS 2018: If there is gas in the Property you will need to have all of the gas appliances, installations, flues and pipework checked by a Gas Safe registered engineer on an annual basis, as described under the Gas Safety (Installation and Use) Regulations 1998. You will need to provide us with a Gas Safety Record that is no more than 12 months old before we are able to arrange a tenancy on your behalf.

The Gas Safety Certificate must be:

- Provided to the tenant before the tenancy commences;
- Renewed annually and given to the tenant within 28 days of renewal;
- Retained by the Landlord for at least two years.

If the is instructed under the Management Service, we will arrange the annual gas safety inspection on behalf of the Landlord at the Landlord's expense. If we do not manage the Property, the Landlord remains fully responsible for compliance. Failure to comply with gas safety regulations can result in severe penalties, including fines or imprisonment.

**BUILDING REGULATIONS – PART P:** To ensure compliance with Building Regulations you should only allow competent persons to carry out any electrical work at the Property.

**SMOKE ALARMS AND CARBON MONOXIDE DETECTORS**: For all new tenancies commencing on or after 01 October 2015, and in accordance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (as amended), landlords are required to instal smoke alarms on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance, oil, or gas appliances (excluding gas cookers). In addition, landlords are required to have the detectors and alarms tested at the commencement of the tenancy ensuring these are operational and to arrange and pay for all required maintenance to ensure that alarms and detectors are fully functioning throughout the tenancy. If we do not manage the Property, it remains your responsibility to ensure ongoing compliance with these requirements. We accept no liability for any failure on your part to comply with these legal obligations.

**LEGIONNAIRE'S DISEASE:** In order to comply with the Health and Safety Executive's Code of Practice, you are strongly advised to carry out a risk assessment for legionnaire's disease. This is especially important if the Property has an open water tank, cooling system or swimming pool. You should provide us with a copy of any written risk assessment that you have undertaken as soon as it is available.

**ENERGY PERFORMANCE CERTIFICATE ('EPC'):** In line with The Energy Performance of Buildings (England and Wales) Regulations 2012, the Property must have a valid EPC with minimum rating of "E" before we can market it, advertise it, or arrange any viewings. We can arrange an EPC subject to an additional charge as set out in the Additional Charges section of this Agreement. Trading Standards can impose a fine for failure to provide an EPC and failure to provide this to the tenant will invalidate any Section 21 Notice that is later served on the tenant for possession of the Property. If we do not manage the Property, compliance with EPC regulations remains your responsibility, and we accept no liability for any failure to comply.

**LEGAL ACTION**: You are responsible for taking any legal action necessary for recovery of any rent due or for Court action for repossession of the Property and to pay all fees and costs in doing so.

# ELECTRICAL SAFETY STANDARDS IN THE PRIVATE RENTED SECTOR (ENGLAND)

**REGULATIONS 2020:** You are responsible for ensuring that every fixed electrical installation is inspected and tested at least every five years by a qualified and competent person as required under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. A valid Electrical Installation Condition Report (EICR) must be provided to:

The tenant within 28 days of the inspection;

Any new tenant before they move in;

The local authority within seven days if requested.



Any remedial or investigative work required to meet electrical safety standards must be completed within 28 days, or sooner if specified in the report, by a qualified professional. The Landlord is responsible for ensuring ongoing compliance, including renewal of the EICR within the required timeframe.

If the is instructed under the Management Service, the will coordinate and arrange the EICR on behalf of the Landlord at the Landlord's expense. If we do not manage the Property, ensuring compliance with electrical safety regulations remains the Landlord's responsibility, and we accept no liability for any failure to comply.

You will be liable to provide us with a full indemnity for any claim, cost, damage or expense we may incur while acting for you, unless the claim, cost, damage or expense has been incurred as a result of our negligence or breach of contract.

#### CLIENT MONEY HANDLING

tlc Estate Agents have exclusive control over the client money which is held in the below Client Account:

**Bank:** Lloyds, 1-3 Floor, 39 Threadneedle Street, London, EC2R 8AU **Account Name:** tlc Real Estate Services Limited, Client Account

**Sort code:** 30-94-92

Account Number: 17598360 Bic/Swift Code: LOYDGB21166

**IBAN Number:** GB89 LOYD 3094 9217 5983 60

We aim to investigate any unidentified funds within a month of receipt, in order to identify the owner of the client money received. Where the owner cannot be identified after three years from receipt, and all avenues of investigation have been exhausted, we will pay this from a client money account to a registered charity and request a receipt of funds. All client money paid to a registered charity would be reimbursed to the firm by the registered charity if a beneficiary is subsequently identified.

Full Client Money Handling procedures are available on request or on our Website www.tlclondon.com.

### **UTILITIES**

Oh Goodlord Limited ("Goodlord") has been engaged by the Agent to provide tenancy management services to the Landlord's Property.

The Landlord hereby authorises the Agent to use Goodlord to manage the void period of their property(s). This may result in Goodlord changing the electricity and/or gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that the Agent may pass the Landlord's name and contact details to Goodlord for the purposes of:

- (a) registering the electricity and/or gas meters at the property with Goodlord's prefered energy supplier, providing electricity and gas to the property and administering the Landlord's account;
- (b) registering the Landlord with the relevant local authority for the payment of council tax; and
- (c) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

**SALE OF THE PROPERTY:** Should at any time after the commencement of the tenancy unconditional contracts for the sale of the landlord's property are exchanged with the tenant or any associated party, the agency will be entitled to a commission of 2.5% of the sale price, including fixtures and fittings, plus VAT.

## **TERMINATION**

Either party has the right to terminate this Agreement in writing on giving the other two months' notice at any time. Once a tenant has been placed in the Property, our commission will remain due and payable at the Lettings Service commission for the entire period of the tenant's occupation of the Property including any extension, renewal or continuation.

# VARIATION

The Agreement may only be varied if agreed by both parties in writing.



#### DATA PROTECTION ACT

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in Our privacy policy ("the Policy") that is provided supplemental to these terms. A copy of the Policy can also be found on our website (www.tlclondon.com). If you have any questions regarding the storage or use of the data please refer to the policy or direct the questions to Jamie Coronna on <a href="maintenant-new maintenant-new maintenant

#### MONEY LAUNDERING

We are required to obtain proof of residence and proof of identity from you in the form of a passport or driving licence and a utility bill addressed to you at your current address in the last 3 months. You can either send us originals for us to copy and return or you can send us certified copies.

## COMPLAINTS PROCEDURE

Should you wish to make a formal complaint about any aspect of tlc' service, which you are unable to resolve with the negotiator involved or the branch/department manager, you should write to the Director for the branch in question:

Samantha Hossack Estate Agents 13 Crescent Place London SW3 2EA

This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days.

If you remain dissatisfied you should respond to Jamie Coronna Director of tlc Estate Agents. The same limits will apply. Following the renewed investigation, you will receive a written statement of tlc's final view. This will include any offer made.

This letter will confirm that you are entitled, if dissatisfied, to refer the matter to the Ombudsman for a review. tlc Estate Agents is a member of the Property Ombudsman.

http://www.tpos.co.uk/

By signing this Agreement you give us authority to provide any information relating to the sale of the Property and how you can be contacted to the ombudsman if they request that we do so.

## ASSIGNMENT

We may assign the rights and obligations under this Agreement provided your rights are not affected.

#### **ACTS OF THIRD PARTIES**

We are not responsible for the acts, omissions or failures of any third party, unless it is due to our negligence or breach of contract.

#### RIGHT TO CANCEL

If you sign this contract away from our offices and are a consumer, you have the right under to cancel this Agreement within 14 days of signing without giving any reason.

To exercise the right to cancel, you must inform us in writing at any time before the cancellation period expires, either by using the attached form or by letter giving the same information. If you cancel, we will reimburse all payments received from you without undue delay and within 14 days of your cancellation, unless you have requested that we start work immediately in writing. For this reason, we cannot begin providing the service set out in this Agreement until the cancellation period has passed, unless you request that we do so in writing. You may do so in the space provided in this Agreement.

If you request in writing that we begin providing the service and subsequently exercise your right to cancel you will be liable to pay us an amount in proportion to the work we have done until you have communicated to us your cancellation.



#### **DEFINITIONS AND INTERPRETATION**

"You" "your" "the landlord" means the person named as landlord on page 1 of this Agreement and any other person owning a reversionary interest in the Property entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the Property.

"we" "us" "our" means tlc Real Estate Services Limited

The "Property" is the property as detailed on page 1 of this Agreement.

"Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.

"Relevant Person" means any person who paid the deposit or any part of it on behalf of a tenant.

"Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

"Scheme" means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government).

"Statutory Time Limit" means 30 days as set out in the Housing Act 2004 (as amended) in which the initial requirements of the Tenancy Deposit Protection Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.

"Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

References to the masculine shall include the feminine and the singular shall include the plural.

"Jointly and severally liable" means that each person will be responsible for complying with the obligations of any paying all charges and costs under this Agreement, both individually and together.

### SERVICE INFORMATION

We trade as a limited company (tlc Real Estate Services Lettings & Sales Ltd.) and are registered with Companies House under registration number: 16323574 and our VAT number is: GB 492 3777 51.

We are members of the dispute and compensation scheme operated by the Property Ombudsman (<u>www.tpos.co.uk</u>) and our registration number is: T12659. Full details of the Property Ombudsman service are available from us free of charge on request.

We are members of the Association of Residential Lettings Agents and subscribe to the code of conduct of that organisation.

#### JURISDICTION AND SERVICE

This Agreement shall be governed by and construed in accordance with English Law and subject to the jurisdiction of the English Courts.

The provisions for the service of notices are that if either party deliver by hand any document under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents are sent by ordinary first class post addressed to the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.



# PLEASE CONFIRM THE FOLLOWING PROPERTY INFORMATION

THE PROPERTY IS TO BE OFFERED: FURNISHED / UNFURNISHED / OTHER (n.b unfurnished usually includes large white goods, carpets and window dressings)

CURRENT UTILITIES SUPPLIERS:
ELEC: Meter Number: Location:
GAS: Location: Location:
WATER: Meter Number: Location:
TERRESTRIAL TELEVISION ALTERNATIVES: SKY / CABLE / NONE
IS THERE AN ALARM AT THE PROPERTY: YES / NO CODE: MONITORED: YES / NO
PROPERTY TYPE: FREEHOLD / LEASEHOLD
BUILDING MANAGEMENT COMPANY (if applicable):
CONTACT NAME: TELEPHONE NUMBER:
IS THE PROPERTY COVERED BY ANY MAINTENANCE CONTRACTS OR INSURANCE POLICIES? (If ye please provide details)



## **DECLARATION:**

Signing the tenancy agreement on my/our behalf:

- I/we authorise you to sign on our behalf
- I/we /do not authorise you to sign on our behalf

I/we warrant that I/we have title and power to enter into a tenancy agreement and that all necessary licenses and consents (if any) have been obtained.

I/we confirm that there are no major repairs, construction or maintenance work; any planning or other fact or condition

I/we hereby instruct tlc to act on my/our behalf in the letting (and management) of the Property.

I/we confirm that I/we agree to comply with the terms and conditions set out in this Agreement.

affecting the Property or the surrounding area of which I/we are aware of which may affect an applicant's decision to view and/or take a tenancy of the Property except as noted below:					
Signed for and on behalf of tlc by					
Signature					
Position					
Date					
Signed by the landlord (name)					
Signature					
Date					
	ing the Property and provide all other services as set out in this ement during the cancellation period				
If you are entitled to a 14 day cooling	off period as set out in this Agreement, We will not begin				
performance of the service unless Yo	u have requested for Us to do so in writing.				
You may request Us to do so by signi	ng below				
	ve read the Notice of the Right to Cancel and I/We request You to and all other services as set out in this Agreement				
Ordered on (date):					
Name:					
Address:					
Address of the Property:					
Signature:					



# Preparation of Property and Tenancy

# Compliance Price List

We can provide all the services you need to have the Property ready for the tenant(s) to move in, in accordance with the Terms of Business and the Tenancy Agreement.

The costs outlined below are approximate and subject to change depending on the contractor's availability at the time of booking. All inclusive of VAT.

# SECTION 1: Inventory Compilation & Check In

It is essential that an Inventory & Check In document is compiled to record the condition of the property fixtures, fittings and contents at the start of the Tenancy Agreement and a Check Out document is compiled at the end of the tenancy to document any changes in condition.

All prices below inclusive of VAT. Some variations may occur for corporate tenancies, please ask the Lettings Manager for further details.

	Inventory + Check In	Check In Only	Check Out
Studio	£170.00 - £200.00	£99.00 - £130.00	£110.00 - £140.00
One Bedroom	£200.00 - £230.00	£110.00 - £140.00	£125.00 - £155.00
Two Bedrooms	£225.00 - £255.00	£125.00 - £155.00	£135.00 - £165.00
Three Bedrooms	£250.00 - £280.00	£135.00 - £165.00	£150.00 - £180.00
Four Bedrooms	£290.00 - £320.00	£155.00 - £185.00	£175.00 - £205.00
Five Bedroom +	£340.00 - £370.00	£195.00 - £225.00	£210.00 - £240.00

## **SECTION 2: Professional Cleaning**

It may be part of the Tenancy Agreement between you and the Tenant that the Property is professionally cleaned before the start of the tenancy. A quote will need to be obtained, please advise if you would like us to request this from our list of recommended cleaners.

### SECTION 3: Energy performance Certificate (Legal Requirement)

The EPC lasts for 10 years and is required for all tenancies. The cost of an EPC ranges between £93.00 - £130.00 depending on the size of your property.

## **SECTION 4: Individual Services**

# 4A - Gas Safety Record (Legal Requirement).

This needs to be carried out annually. A copy of the certificate must be provided to the tenant prior to keys being release. The cost ranges between £78.00 - £115.00.

# 4B - Electrical Installation Condition Report (Legal Requirement).

The cost ranges between £264.00 - £295.00 and the certificate is valid for 3-5 years.

## 4C Carbon Monoxide & Smoke Alarms (Legal Requirement)

The approx cost to Install a Carbon Monoxide Alarm(s) at £44.00 each\* and/or Install Smoke Alarms on each floor at £32.00 each\*

\*an additional call out fee will be charged for the installation. Cost dependant on contractor availability.

# 4D - Boiler Service (Recommended Annually)

The cost is £105.00 - £118.00 inc VAT

### 4E - Portable Appliance Test (Recommended Annually)

The cost is approx £138.00 inc VAT subject to quotation



Indemnity: If you do not wish for tlc Real Estate Services Limited to proceed with completing a Portable Appliance Test. I confirm that tlc Real Estate Services Limited have made me fully conversant with the provisions of these regulations, and acknowledge and understand that Landlords can find themselves prosecuted for gross negligent manslaughter in cases where they have failed to have the electrical safety supply to the property properly checked and maintained, and where a Tenant was subsequently killed as result of undetected defects in the electrical system. I fully understand the provisions of the aforementioned regulations and accept full responsibility for ensuring that the property and contents comply fully with these regulations throughout any Tenancy Agreement.

## 4F Legionella Risk Assessment (Recommended)

The cost is approx £240.00 inc VAT subject to quotation

Indemnity: Under current health and safety legislation, including HSE ACOP L8 and The Control of Substances Hazardous to Health Regulations 2002 (COSHH), landlords have a legal duty to assess and control the risk of exposure to Legionella bacteria in rental properties. If you do not wish for tlc Real Estate Services Limited to proceed with completing a Legionella Risk Assessment you accept full responsibility for ensuring compliance with all legal obligation relating to the Legionella risk management, and acknowledge that failure to comply may result in legal action, fines, or liability for any harm caused to tenants or third parties.

In the event of any issues arising from non-compliance, including but not limited to legal claims, penalties, or remedial costs, you agree to fully indemnify and hold harmless tlc Real Estate Services Limited against any loss, damage, liability, costs, or expenses incurred as a result.