

Residential Lettings & Management

TERMS & CONDITIONS

Terms & Conditions

Definitions

In these terms and conditions:

- a.** "Landlord" means and includes any person, Company, Partnership and/or other legal entity owning an interest in the Premises, and may be referred to generically as 'he', 'you' or 'your' throughout this document;
- b.** "Tenant" means and includes anyone entitled to possession of the Premises including any Company/Partnership and/or other legal entity entitled to occupation of the Premises under the terms of the Tenancy Agreement;
- c.** "Occupier" means and includes anyone entitled to reside in the Premises under the terms of the Tenancy Agreement;
- d.** "Premises/Property" means the Property or Properties named within the confirmation of instructions;
- e.** "Agent" means Sandfords London Limited trading as Sandfords;
- f.** "Tenancy Agreement" means the Agreement entered into and document signed by both the Landlord and the Tenant to create a legal Tenancy;
- g.** "Tenancy" means the fixed term created within the Tenancy Agreement together with any extension or renewal of it as a periodic or fixed term agreement;
- h.** "Periodic" means a non-fixed rolling extension of the original Tenancy Agreement;
- i.** "Fixed Term" means a specific period of time a Tenancy is granted.

1 Commissions

1.1 The Landlord should read the Terms and Conditions carefully and in particular this section which clearly sets out the commission, fees and other charges including any renewal, extension or continuation of the Tenancy either as a Fixed Term or a Periodic Tenancy which will be payable by the Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

1.2 The Landlord is responsible for paying our commission when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:

- a.** a viewing conducted by us;
- b.** sight of any marketing or advertising material produced by us or by our instructions;
- c.** by way of an introduction from an existing occupier for which we have previously charged a commission.

This commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy Agreement whether or not we are the effective cause of the extension, renewal or continuation; and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our commission is payable whether or not we are the effective cause of the transaction.

1.3 Once a Tenancy has commenced, Sandfords commission is due whether or not the rent is paid. If the Landlord allows a Tenant to end a Tenancy early (i.e. forgoes notice), Sandfords will nonetheless be entitled to commission due to the end of the intended Tenancy.

1.4 Our commission payment will become due at the agreed start date of the Tenancy Agreement and we will take payment from the first rental instalment collected from the Tenant of the Premises until our commission and any other fees and disbursements have been paid. Should the payments collected by us be insufficient to pay our commission, fees and disbursements, we will then invoice you accordingly. Invoices are payable within 7 days of the date of the invoice.

1.5 Any commission, interest or other income earned by Sandfords while carrying out our duties as Agent for the Letting and/or Management of the Property, for example by referrals to contractors or inventory clerks, will be retained by Sandfords and used to cover ancillary costs such as administration charges.

1.6 Should the Tenant end the Tenancy Agreement in accordance with a valid break clause and where fees have been paid to us in advance, we will refund any commission already received for the remaining period of the Tenancy on a pro rata basis.

1.7 If a sale is agreed with the Tenant or any person or corporation associated with the Tenant whether before or after entering into the Tenancy Agreement, you will be liable to pay remuneration to Sandfords in addition to any other costs or charges agreed at the rate of 2% of the sale price plus VAT.

2 Lettings Service

2.1 Where Sandfords are instructed to only let the Property, we will carry out the following:

- 2.1.1** visit the Property and advise on rental values and furnishing prior to marketing;
- 2.1.2** advise on the condition of the Premises and any important considerations prior to and during marketing;
- 2.1.3** advertise the Property and arrange viewings;
- 2.1.4** agree the market rent and find a Tenant in accordance with the Landlord instructions;
- 2.1.5** take up full written references as per clause 2.2;
- 2.1.6** prepare the Tenancy Agreement and arrange for the inventory and check in report;
- 2.1.7** hold and register the deposit (if applicable);
- 2.1.8** arrange the inventory check out report at the end of the Tenancy if we hold the deposit;

2.1.9 arrange and negotiate any subsequent renewals as per clauses 11.1 to 11.7.

2.2 We will either instruct a third party reference agency who has informed us that they obtain a credit reference report or we will obtain references in order to: confirm either the employment status of the applicant or confirmation of enrolment at a recognised educational establishment; obtain a bank status enquiry or copies of bank statements if required; obtain a reference from a previous Landlord (if applicable) and contact a personal referee if appropriate.

You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.

2.3 You agree to pay us a commission at the Lettings Service commission percentage of 12% including VAT (10% plus VAT) of the gross rent, or other money payable throughout the initial Fixed Term and any continuation, extension or renewal of it whether Fixed Term or Periodic whether or not we are instructed to act on your behalf.

2.4 Sandfords are not responsible and cannot be held liable for the management or any maintenance of the Property including the arrangement of any required safety certificates during the Tenancy. At the start of the Tenancy, Sandfords will pass to the Tenant, the Landlord or Managing Agents details in case of any maintenance issues.

3 Agreed Tenancy

3.1 If you accept an offer on the Property and you subsequently decline the offer after initially approving it, you agree to meet some of the costs and expenses incurred by Sandfords and/or the prospective Tenant up to the sum of £300 including VAT (£250 plus VAT).

4 Rent Collection Service

4.1 Our Rent Collection Service includes all the provisions and terms of the Lettings Service as per clauses 2.0 to 12.0 inclusive.

4.2 Payments received will be sent to you after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.

4.3 You should arrange a facility with your bank to take account of alterations to rent payment dates, void periods or default by the Tenant.

4.4 You agree to pay us a fee at the Let Only Rent Collect percentage of 2.4% including VAT (2% plus VAT) of the gross rent, or other money payable throughout the initial Fixed Term and any continuation, extension or renewal of it whether Fixed Term or Periodic whether or not we are instructed to act on your behalf.

5 Regulations

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you confirm that any furniture supplied in the Property conforms to current standards. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

Electrical Equipment (Safety) Regulations 1994

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations you will be responsible for paying for the cost of the safety check and any remedial works that need to be carried out.

Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least five working days before the existing one expires. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. At the start of the Tenancy and when the GSC is renewed copies must be served on each person forming the Tenant. It is not sufficient to fulfil the legal requirements currently by leaving a copy in the Property. If we manage the Property, we will ensure compliance at the start of the Tenancy and annually thereafter by arranging the safety check at the Landlord's expense and giving a copy to each person forming the Tenant. However, if any other Service is used it is the Landlord's responsibility to arrange all gas safety checks and serve the relevant documentation on the Tenant. Sandfords has no liability if the Landlord fails to do so.

Part “P” Building Regulations (Electrical Safety in Dwellings)

The above Regulations require qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions.

Smoke Alarms and Carbon Monoxide Alarms

Under current legislation (Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022) it is a legal requirement that all newly built Premises from June 1992 must have mains fitted smoke alarms with battery back up. Currently all rented properties are legally required to have both smoke alarms and carbon monoxide alarms fitted. If battery operated alarms are fitted to the Premises, the Landlord must ensure that the alarms are in working order at the start of a Tenancy. The cost of purchasing the alarms and fitting is the responsibility of the Landlord. If we manage your property and it does not contain both smoke alarms and carbon monoxide alarms then we will arrange for this to be done on your behalf and the costs deducted from the rent. Ensure a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers).

Energy Performance Certificate (EPC)

By law we are prohibited from marketing any Property until we are satisfied that an EPC is available or has been commissioned. As from April 2018 new tenancies must have an EPC with a “E” certification. This requirement extends to all tenancies as from April 2020. We will give you our full assistance but ultimately it is your responsibility to obtain an EPC relating to the Property.

Legionnaire's Disease

In order to comply with the Health and Safety Executive Code of Practice Landlords are strongly advised to carry out a risk assessment at their Premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms and Conditions the Landlord acknowledges his responsibility for the safety of the Tenant or Occupier at the Premises and confirms he has considered all risks regarding Legionnaire's Disease. Landlords have a Duty of Care to their tenants under Section 3(2) of the Health & Safety at Work Act (1974).

Electrical safety standards in the private rented sector (England) Regulations (2020)

Requirement for EICR every 5 years.

6 Permissions & Consents

6.1 The Landlord warrants that consent to let from his mortgagees has been obtained.

6.2 Where he is a lessee, the Landlord warrants that the lease extends beyond the term that he proposes to let and that any necessary consents have been obtained and agrees to provide us with a copy of the lease, together with any schedules referred to therein.

6.3 Where the consent of a managing agent, superior landlord or freeholder is required, the Landlord permits Sandfords to make necessary enquiries with his managing agent, superior landlord or freeholder and assist them in doing so if we suspect that the proper consents have not been obtained.

6.4 Where the Landlord is a joint owner, he has ensured that all the owners are named in the Tenancy Agreement and that he is authorised to give instructions on their behalf.

6.5 Where we have doubts about the Landlord's legal entitlement to grant a Tenancy, we reserve the right to take steps to establish ownership (such as conducting Land Registry searches). The cost of these searches will be charged to the Landlord in addition to our commission.

7 Housing Act 2004

7.1 Certain types of premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation (HMOs) occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO Property. It is your responsibility to determine whether you need a property licence and to obtain that licence. Sandfords will endeavour to provide assistance regarding the licence if requested in writing. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one, we reserve the right to terminate our instruction immediately and to inform any occupiers of the Premises and the local housing authority of the situation.

7.2 As part of the Housing Act 2004, private dwellings must comply with the Housing Health and Safety Rating System (“HHSRS”) which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted properties. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served, you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Tenant.

8 Outstanding Fees

8.1 The Landlord agrees that where any of Sandfords fees, commission charges and if applicable renewal commission charges, remain outstanding for more than seven days, Sandfords may use any sums obtained or held on the Landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Sandfords are instructed.

8.2 Where the Landlord has given Sandfords the authority to instruct a supplier or contractor, he agrees that where invoices from such suppliers remain outstanding for more than seven days, Sandfords may use any sums obtained or held on the Landlord's behalf including rental payments to pay outstanding invoices.

9 Reimbursement of the Agent

9.1 You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a Landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises, the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

10 Check Out & Deposit

10.1 At the end of the Tenancy, a check out of the Property will be carried out by an independent company. The cost of this will be borne by the Landlord if not paid for by the Tenant if the Tenancy is not an AST.

10.2 We will send you and the Tenant a copy of the check-out report. If we are not instructed to manage the Property you will need to inform and agree deductions directly with the Tenant. If the Tenancy is an AST the Landlord must agree any deductions or raise a dispute within a reasonable time from the termination of the Tenancy Agreement There is a maximum of ninety days from the end of the fixed term). If neither party raise a dispute, the registration lapses.

10.3 We will register the deposit with The Dispute Service (TDS) at the start of the Tenancy if the Tenancy is an AST within the required time frame. An additional administration charge of £30.00 including VAT (£25 plus VAT) will be made for registering the Deposit with TDS. A further £30.00 including VAT (£25 plus VAT) will subsequently be charged for every continuation, extension or renewal of the registration.

10.4 Any interest earned on the deposit will be retained by Sandfords.

11 Renewals

11.1 The Landlord should be aware that renewal or continuation as a Fixed Term or a Periodic Tenancy is subject to an additional fee plus VAT whether or not we act as your Agent and/or negotiate on your behalf.

We will do the following:

11.2 Contact you towards the end of the initial Fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. We will review the rent and advise you if a rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish the Tenancy to be renewed, continue as a Periodic Tenancy or notice served. We will not serve notice on the Tenant unless you instruct us to do so in writing.

11.3 Write to the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a Periodic or Fixed Term Tenancy asking if the Tenant wishes to renew the Tenancy and advising of any proposed rent increase if a new Fixed Term is agreed. We will prepare the renewal document for both parties including drafting any new or special clauses agreed between the parties; or varying the terms of the original Tenancy. The renewal documents will be sent to both parties for signature.

11.4 Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. If the Tenant fails to return the extension documents the Tenancy will continue as a Periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a Fixed Term or a Periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.

11.5 Date the signed documents once we have received and exchange them to complete the contract and send the documents received to the relevant party. The Landlord will receive the copy signed by the Tenant and the Tenant receives the copy signed by the Landlord. At that point both parties are legally bound and if either party wishes to withdraw that party may have to compensate the other party for any losses or costs incurred.

11.6 Inform you that if the Tenant has an Assured Shorthold Tenancy and continues on a month to month basis (i.e. a Periodic Tenancy) rather than agreeing a new Fixed Term then the rent can only be lawfully increased on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the First Tier Tribunal (“FTT”). This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf. You will be responsible for their charges.

11.7 If you prefer to negotiate any renewal directly with the Tenant, our fees for the Letting Service will continue to be payable according to clause 1. Commissions for the duration of the time the Tenancy is in force or the occupier remains in the Property.

12 Deposit Handling

If Sandfords hold the Deposit:

We will collect the Deposit together with the initial rent payment from the Tenant at the commencement of the Tenancy and hold the deposit in a stakeholder capacity. As stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. The Deposit will also be held in a designated client account. Any accrued interest will be used to cover any bank and administration costs incurred by Sandfords.

After the Tenancy ends the Landlord is entitled with the written consent of the Tenant to ask Sandfords to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions, we will send you the amount agreed between the parties. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

Tenancy Deposit Scheme

To comply with Tenancy Deposit Protection legislation the Agent is a member of the Tenancy Deposit Scheme, which is administered by:

West Wing First Floor The Maylands Building,
200 Maylands Ave, Hemel Hempstead HP2 7TG
T 0845 226 7837
F 01442 253 193
E deposits@tds.gb.com
www.thedisputeservice.co.uk

If we are instructed by you to hold the deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

At the end of the Tenancy covered by the Tenancy Deposit Scheme:

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement. Payment of the Deposit will be made within 10 working days of written consent from both parties. If, following notification of a dispute to the Agent and after reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the Independent Case Examiner (“ICE”) although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator. The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. 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. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd, the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the Deposit and discipline us. We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute. By signing this Agreement you agree to abide by the regulations of the TDS of which we are a member. We will charge a fee as shown in the confirmation of instructions.

Incorrect Information

The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

Landlord or other Agent to hold the Deposit

If Sandfords do not hold the deposit, you will need to provide proof of membership of an approved scheme before the Deposit can be released. We will then transfer the Deposit within five days of receiving cleared funds. The Deposit must be registered within 30 days of the Deposit being received if the Tenancy is an Assured Shorthold Tenancy. If the Deposit is not registered the Tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme (“DPS”). In addition, a further order will be made requiring you to pay

compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve or enforce a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. We have no liability for any loss suffered if you fail to comply.

13 Management Service

13.1 You agree to pay us a fee at the Managed and Lettings Service fee percentage of 18% including VAT (15% plus VAT) of the gross rent, or other money payable throughout the initial Fixed Term and any continuation, extension or renewal of it whether Fixed Term or Periodic whether or not we are instructed to act on your behalf.

13.2 Our Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below.

13.3 The Management Agreement may be terminated by the Landlord or the Agent at the end of the initial Fixed Term period or at the end of any renewal or extension by giving one full month's notice to the other. The Agent may also terminate the contract with immediate effect should the Landlord for any reason prevent the Agent from carrying out their contractual requirements and legal obligations as the Managing Agent.

13.4 On the expiry of such notice we will revert to the Lettings Service only.

13.5 Payments received will be sent to you after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.

13.6 We will continue to manage the Property whilst there is a void period. If your property remains vacant for more than 6 weeks, you agree to pay us a vacant management fee from £120 per month including VAT (£100 plus VAT). However, we cannot be held liable for any loss or damage arising from fire, flood or theft. If the Landlord requires supplies to be turned off or disconnected, we must receive this request in writing. Any costs arising will be chargeable to the Landlord. We advise the Landlord to contact their insurance company should the Property be vacant for more than 28 days. Your management fees will remain payable for this period and charges will be deducted from the next rental payment.

13.7 Fully Managed Short Lets (Less than 6 months)

The commission percentage will be increased to 30% including VAT (25% plus VAT) of the gross rent, premium or other money payable throughout the initial Fixed Term and any continuation, extension or renewal of it whether Fixed Term or Periodic whether or not we are instructed to act on your behalf.

14 Transfer of Utilities

Where provided with the necessary information, such as names of suppliers and utility account numbers, Sandfords will notify existing service providers and the local authority of the Tenant's liability (if appropriate) for payment of the services and council tax during the Tenancy. It remains the Tenant's responsibility to ensure that new accounts are opened in their name. Sandfords cannot be held liable if services are disconnected or are not transferred by the utility companies.

15 Key Holding Service

15.1 We will require a set of keys in order to be able to manage your Property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

15.2 Tenants will require one set of keys for each occupant of the Property (with a minimum of two sets). Where we are not provided with sufficient sets to enable us to provide sufficient sets of keys we may arrange for additional sets to be cut and will make a charge for this service based on the type of keys required.

16 Payment of Outgoings

16.1 We can, if instructed, discharge other liabilities (e.g. ground rent /services charges) from the rental income providing we are holding sufficient funds. It is your responsibility to instruct these service providers to contact Sandfords directly. We cannot act on your behalf in connection with any dispute arising from these payments and accept no responsibility if there is a dispute, unless it is due to our negligence or breach of contract.

17 Management Visits

17.1 We shall endeavour to undertake a formal visit to the Premises on a regular basis provided we are given permission to enter the Property and are not in breach of the Tenant's right to quiet enjoyment. This visit can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects. A fee of £90 including VAT (£75 plus VAT) may be charged for any additional visits requested.

18 Repairs and Maintenance

18.1 By signing this Agreement, you give us authority to carry out repairs to the Property including replacement, maintenance, servicing or repair of any furniture, furnishings, appliances, equipment or machinery.

18.2 We shall retain £500 from the first rental payment which will be held on account to cover any maintenance expenses. Monies will be added when necessary to keep this fund at a minimum level of £500.

18.3 If repairs or replacements are likely to exceed £250, we will, except in situations we deem as emergencies, try to contact you to obtain your authority to incur that expense. If we do not receive contrary instructions either verbally or in writing within 3 working days, we will proceed with your deemed full authority to act as we consider appropriate having regard to your contractual and statutory obligations.

18.4 When supervising any major renovation, Sandfords may levy a management fee of 12% including VAT (10% plus VAT) of the overall renovation bill.

18.5 We will only instruct contractors during a void period provided we have written instructions from the Landlord and are holding sufficient funds to cover the cost of the works.

18.6 Sandfords cannot be held liable for any loss or damage suffered by the Landlord if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.

18.7 We shall try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Premises. We will charge waiting time at the Premises in addition to the invoice of the contractor.

18.8 It is the Landlord's responsibility to ensure that manuals for all appliances (e.g. boiler, cooker etc) and written instructions for maintenance of special surfaces such as granite work tops, wooden or limestone flooring etc are in the Property before the Tenancy commences. A charge may be applicable should the Tenant need to be shown how to operate any appliance.

18.9 Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, domestic energy inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractors' invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

18.10 If requested we will instruct a Landlord's preferred contractor providing we are in receipt of all copies of current relevant qualifications, certificates and insurance. We reserve the right however to instruct an alternative contractor if the Landlord's preferred contractor is not contactable or cannot carry out the work required within an acceptable period of time.

19 Rent Collection

19.1 We will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future rent payments direct to us. After receipt of cleared funds, payment will be sent to you less our agreed fees and expenses into your nominated bank account.

19.2 We cannot be held responsible if the Tenant fails to pay any sum due under the Tenancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment. If payment remains outstanding, we will advise you to instruct solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

20 Check Out

20.1 We will send you and the Tenant a copy of the check out report and a list of our proposed deductions of which you must confirm your agreement in writing. If you wish to propose further deductions, you may do so in a reasonable time which we will then inform the tenant of. Should an agreement not be reached, we will raise a dispute on your instruction. Deposit disputes can only be raised within 3 months of the Tenancy ending. If neither party raise a dispute, the registration lapses.

21 Insurance

21.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims, or to complete documentation relating to those claims.

21.2 We will notify you when we believe that damage to your Property has resulted from an insured risk and can provide you with the information that you need in order to make a claim. We can also obtain estimates for repairing the damage which can be supplied to the insurers and arrange for the repairs to be carried out upon your instruction.

21.3 It is recommended that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance.

You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include public liability insurance to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Tenant of the Premises to attach to the Tenancy Agreement at its commencement, including any conditions for vacant Premises. If these are not given to the Tenant(s) then they have no obligation to comply, which could be in breach of your insurance contract rendering any claim void.

22 Post

22.1 Sandfords are not responsible for forwarding post to the Landlord. It is the Landlord's responsibility to ensure that an appropriate redirection service is set up to deal with post or that other appropriate arrangements are made.

23 Tax & Overseas Landlords

23.1 You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs (HMRC) that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all Landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that Landlord.

23.2 The HMRC has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas for a period of more than 6 months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk/cnr/nr_landlords.htm. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to the HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an approval number or you are not being accepted into the Non-Resident Landlord Scheme we may make an administration charge. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from the HMRC to pay the Rent gross he must deduct tax and forward that to the HMRC on your behalf. No person or organisation is exempt from this scheme.

23.3 You agree to pay us a fee of £120 inclusive of VAT (£100 exclusive of VAT) per quarter and per Landlord for the submission of Landlord Returns to HMRC.

24 General Notices

24.1 Sandfords will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of the Tenant, the accuracy of references, timely rental payments or vacant possession at the end of a Tenancy and cannot be held liable by the Landlord for such events.

24.2 Sandfords are not responsible for taking any legal steps on behalf of the Landlord, either for recovery of rent, or for repossession of the Property. We can recommend companies/solicitors that would arrange this for you. Appearances by Sandfords as a witness before any Court or Tribunal will be made by special arrangement and the fee for any such attendance will be at the rate of £120 per hour inclusive of VAT (£100 exclusive of VAT) or £240 per hour inclusive of VAT (£200 exclusive of VAT) for a Director.

24.3 Sandfords reserve the right to change the schedule of fees and these Terms & Conditions.

24.4 Sandfords fees are payable on demand, as and when they fall due. We reserve the right to charge interest on any amounts outstanding thirty days after the commencement of the tenancy. Interest shall accrue on a day to day basis on the sum due at the rate of 4% above the base rate of the Bank of England.

24.5 All Sandfords commission, fees and any other charges are subject to VAT at the prevailing rate.

24.6 There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an email address and an address abroad. Sandfords strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.

24.7 From time to time we receive fees from contractors which we retain. This does not affect the quality of the service provided.

24.8 Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Sandfords has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Sandfords wishes to refer the matter to a solicitor; or if Sandfords are specifically required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement.

24.9 We will retain the Landlord's details for marketing purposes unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC.

24.10 By signing these Terms & Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into a Tenancy Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Tenant that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into a Tenancy Agreement.

24.11 The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to the Agent, which causes the Agent to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

24.12 We may give details of your Premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no

additional expense and increases the chance of letting the Premises promptly.

24.13 We trade as a Limited company (Sandfords London Limited) registered at Companies House (Reg. No 2961709). Our VAT number is 649424612. We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is N00112. Sandfords are members of ARLA and also the OEA Ombudsman Scheme, and as such, subscribes to the Code of Practice for Letting Agents.

24.14 Sandfords and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the Consumer Rights Act 2015. Statements must be factually correct in all communications and Sandfords must not give a potential Tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective Tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties.

24.15 We reserve the right to assign the rights and or obligations under this Agreement.

24.16 The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of Sandfords or their employees.

24.17 The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of Sandfords even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Sandfords for the acts or omissions of any of their partners, consultants, employees or agents.

25 Service of Notices

25.1 The service of notices on either party will be by hand delivery, or first class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the email address of either party provided from time to time. The address for service for the Landlord and Sandfords will be those specified in the Confirmation of Instruction to this Agreement.

26 Complaints Policy

26.1 If you have a complaint, please contact us with the details. We will endeavour to resolve any issues as quickly and efficiently as possible. If we do not resolve it to your satisfaction you may complain to The Property Ombudsman.

What will happen next?

26.2 We will send you a letter acknowledging receipt of your complaint within three days of receiving it, enclosing a copy of this procedure.

26.3 We will then investigate your complaint. This will normally involve passing your complaint to a Director who will undertake a branch investigation and speak to the member(s) of staff involved.

26.4 Where possible and within three working days of sending you the acknowledgment letter, we will invite you to attend a meeting to discuss and hopefully resolve your complaint.

26.5 Within three days of the meeting, we will write to you to confirm what took place and any solutions we have agreed with you.

26.6 If you do not want a meeting or it is not possible, we will send you a detailed written reply to your complaint, including suggestions for resolving the matter, within 15 days of sending you the acknowledgement letter. If longer is needed you will be informed in writing and given both an explanation and indication of timescale. The outcome of the investigation will be sent to you within such timescale.

26.7 At this stage, if you are still not satisfied, you should contact us again and we will arrange for another Director to review the decision.

26.8 We will write to you within 15 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

26.9 If you are still not satisfied, or you have not received from us a response to your complaint within 8 weeks of acknowledgement, you can then contact the Property Ombudsman about your complaint.

The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury, Wiltshire, SP1 2BP

Tel: 01722 333306

www.tpos.co.uk/make_complaint_rents.htm

This contract constitutes the entire Agreement between Sandfords and the Landlord and supersedes all prior agreements, understandings, representations or communication between the parties.