

LETTINGS AND MANAGEMENT TERMS OF BUSINESS

This Agreement is made between Loney Miller Limited ('us or we') and ('you or the Landlord'). Loney Miller Limited is a registered Company in England and Wales No. 10942847 Registered Office: 2 Replingham Road, London, SW18 5LS. We are members of The Property Ombudsman and subscribe to their Code of Practice for Lettings Agents.

SERVICE OPTIONS

LET ONLY FEE

8.4% (7% + VAT) of the rent payable for the initial term

6% (5% + VAT) of the rent payable for any renewals

For example; on a 12-month initial term of £1,000 per month, our total commission fees of 5% + VAT would be £1008 inclusive of VAT. On a 12-month renewal of the tenancy at £1,000 per month, our total commission fees of 5% + VAT would be £720, inclusive of VAT. If the agreed rental figure is higher or lower than the example price, our commission fee will be correspondingly higher or lower

LET AND RENT COLLECTION

10.8% (9% + VAT) of the rent payable for the initial term

8.4% (7% + VAT) of the rent payable for any renewals

For example; on a 12-month initial term of £1,000 per month, our total commission fees of 8% + VAT would be £1152 inclusive of VAT. On a 12-month renewal of the tenancy at £1,000 per month, our total commission fees of 7% + VAT would be £1008, inclusive of VAT. If the agreed rental figure is higher or lower than the example price, our commission fee will be correspondingly higher or lower

LET, RENT COLLECTION AND MANAGEMENT FEE

14.4% (12% + VAT) of the rent payable for the initial term

14.4% (12% + VAT) of the rent payable for any renewals

For example; on a 12-month initial term of £1,000 per month, our total commission fees of 12% + VAT, would be £1,728, inclusive of VAT. On a 12-month renewal of the tenancy at £1,000 per month, our total commission fees of 11% + VAT would be £1,564 inclusive of VAT. If the agreed rental figure is higher or lower than the example price, our commission fee will be correspondingly higher or lower

ADDITIONAL CHARGES (including VAT)

Inventory check-in fee	Cost varies
Tenancy Agreement fee	£150.00
Referencing per Tenant	£45.00
Tenancy not proceeded with	£150.00

1. LET ONLY SERVICE

- 1.1 Visit the property and provide a recommended rental figure in line with current market conditions, offer advice on presentation and legal requirements as required
- 1.2 Advertise the property on our website and relevant property portals
- 1.3 To erect a 'To Let' board at the Property
- 1.4 Arrange and carry out accompanied viewings with prospective Tenants and negotiate Tenancy terms
- 1.5 Obtain satisfactory references for your approval
- 1.6 Prepare the Tenancy Agreement in line with current regulations
- 1.7 Arrange a professional inventory and schedule of condition by an independent inventory clerk. Any costs incurred for the preparation of an inventory/schedule of condition shall be met by you. While we take great care in choosing our inventory clerks, the contract for any inventory services is between you and the inventory clerk and we cannot accept any responsibility for any loss resulting from the services provided by the inventory clerk
- 1.8 Collect and register the Tenants deposit under the Terms of the Tenancy Deposit Scheme
- 1.9 We ask the Tenant to set up a standing order for rent payments before the start of the Tenancy. If the rent has not been paid seven days after its due date, please notify us and we will attempt to contact the Tenant in writing and by telephone. We will continue to try to secure payment from the Tenant, but if the rent is more than 28 days in arrears, it will then be your responsibility to instruct your solicitors
- 1.10 Contact you and the Tenant three months before the tenancy is due to expire to ascertain if you and they wish the tenancy to be extended. If appropriate, negotiate the new terms of the tenancy and prepare relevant documentation or serve a notice under section 21 of the Housing Act 1988 requiring possession of the Property
- 1.11 At the end of the tenancy, we will arrange for an inventory check out by an independent inventory clerk and we will forward a copy to both parties (the Landlord is responsible for paying for a check-out, cost will vary)
- 1.12 Allocate the deposit monies (which will be held with the Tenancy Deposit Scheme Custodial) once we have received written confirmation from both parties that an agreement has been made over any deductions that need to be made. You must tell the Tenant as soon as practically possible (ideally ten days) after the tenancy has ended if you propose to make any deductions and you will be responsible for negotiating directly with the Tenant and reaching an agreement with them
- 1.13 If the tenancy is terminated by mutual (Landlord and Tenant) consent before the expiry of the agreed minimum term, you will remain liable to pay our fees until the end of that agreed minimum term
- 1.14 You may terminate the let only service by giving us no less than one month's notice in writing, but you will remain liable to pay our fees whilst a Tenant introduced by us occupies the Property
- 1.15 We may terminate the let only service by giving you no less than one month's notice in writing
- 1.18 Our fees for the let only service are due as a single lump sum payment in advance at the commencement of each new initial tenancy. If a Tenant invokes a break clause contained within the Tenancy Agreement, the letting fee shall be refunded to you on a pro rata basis.

2. LET AND RENT COLLECTION

In addition to the let only services, we will:

- 2.1 Collect the rent during the agreed term of the tenancy, preparing and forwarding to you and if required, your accountant, financial statements on a monthly basis, and remit the balance of rental payments (less our fees) to you (once it is collected from the Tenants). If you are not resident in the UK and don't have 'Approval' to receive rent before tax, we are obliged to deduct the appropriate amount of tax and pay this directly to HMRC.

3. MANAGEMENT SERVICE

In addition to the let only services, we will:

- 3.1 Collect the rent during the agreed term of the tenancy, preparing and forwarding to you and if required, your accountant, financial statements on a monthly basis, and remit the balance of rental payments (less our fees) to you (once it is collected from the Tenants). If you are not resident in the UK and don't have 'Approval' to receive rent before tax, we are obliged to deduct the appropriate amount of tax and pay this directly to HMRC.
- 3.2 We will investigate and arrange any repairs, maintenance or replacements to the Property or contents which come to or are brought to our attention and which we consider necessary in the interest of good management, up to an estimated cost of £250 (or such other amount as shall be agreed with you in writing), for any single item or job without your prior consent. You being responsible for the cost involved. Where the estimated cost exceeds £250, quotes will be provided to you prior to instructing contractors to carry out the works, except in the case of an emergency. We will attempt to contact you but if we are unable to do so, we will take the necessary action to protect the Property and as such, this may be paid for from funds including rents received on your behalf
- 3.3 We require a minimum float of £500 at the commencement of management to enable us to meet any expenditure that arises. We cannot instruct contractors to undertake works if we do not have the available funds. You will be notified when your float falls below £200, at which point you are required to top up the float to £500 before any further works can be undertaken.
- 3.4 Where instructed by you, we will pay ground rents, services charges and utility payments. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay without question, demands and accounts which appear at face value to be in order.
- 3.5 If required, we will arrange for gas, electricity, water and council tax to be transferred into the Tenant's name(s) at the beginning of the tenancy and back into your name at the end (to the extent that the suppliers will allow us to do so)
- 3.6 All contractors we use are carefully assessed by us. They are independent from us and while we take great care in choosing and overseeing them, the contract work is between you and the contractor and we cannot except any responsibility for any loss or damage caused by the contractor(s)
- 3.7 Apart from any ad-hoc investigations and inspections, we will carry out a regular conditional inspection at the Property at least twice annually. For inspections during the tenancy, we will provide you with a written and photographic report. The report is not intended to be a structural or any other type of survey and we cannot accept responsibility for hidden or latent defects
- 3.8 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. We will notify you when we believe that damage to your property has resulted from an insured risk and will provide you with the information that you need in order to make that claim. We will 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
- 3.9 At the end of the tenancy, as soon as practicable, we will send you a copy of the inventory checkout report along with our recommendations for an end of tenancy claim relating to suggested deductions to the deposit, for your approval and then communicate this to the Tenant.
- 3.10 If you wish to terminate our management service, you must give us not less than two months' notice in writing
- 3.11 Likewise, we may give you not less than two months' notice in writing to terminate our management service
- 3.12 If the Tenancy Agreement is terminated by mutual (Landlord and Tenant) consent before the end of the agreed term, you must still give us two months' notice in writing to terminate the management service
- 3.13 When the management service is terminated whilst the property continues to be let, where there is no ongoing letting service being provided by us, we shall have no responsibilities in relation to the Deposit beyond the responsibilities imposed on us by the rules of the Tenancy Deposit Scheme under which the Deposit is held and protected
- 3.14 If you wish us to undertake large redecoration projects or repairs internally or externally at the Property, we reserve the right to charge a fee of 10% of the cost of the works
- 3.15 Our management service fee is due while the management service is provided and is payable monthly in advance. For a Property managed in conjunction with our letting service, the management fee is deducted monthly from the rent payments. For a Property where we do not provide a letting service, our management fee is payable by monthly standing order

4 . TENANCY DEPOSITS

- 4.1 The deposit will be held in accordance with the terms of the Tenancy Agreement
- 4.2 If a Tenant pays a deposit in connection with an assured shorthold tenancy (“AST”) the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme
- 4.3 We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:
- The Dispute Service Limited** West Wing, First Floor, The Maylands
Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG
- Phone: 0300 037 1001**
- Web: www.tenancydepositscheme.com**
- Email: deposits@tenancydepositscheme.com**
- 4.4 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
- 4.5 If you do not want us to protect the deposit on your behalf, it will be your responsibility to 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.
- 4.6 If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. 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.
- 4.7 The Scheme rules are available to view and download from www.tenancydepositscheme.com.
- 4.8 During the tenancy, the deposit will be held by the Tenancy Deposit Scheme Custodial.
- 4.9 Under this scheme, undisputed deposits must be released to the Tenant within ten days of termination of the tenancy. We take no responsibility for the failure of a deposit being registered where it is held by the Landlord or an alternative appointed agent.
- 4.10 Where the tenancy is not an AST, the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.
- 4.11 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);
 - b) 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 £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.

- 4.12 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.

5. GENERAL

- 5.1 We may outsource property management services from Georgie Petras Property Limited (Company No. 11184364). Georgie Petras Property Limited will act for and on behalf of Loney Miller Limited
- 5.2 We will carry out our services with the utmost care and attention, however, we cannot guarantee and make no warranty, representation or undertaking as to the suitability of the Tenants, timely rental payments or vacant possession at the end of the tenancy and cannot be held liable by the Landlord for such events
- 5.3 If you are dissatisfied with our service in any way, you should put this in writing to the Director. This complaint will be acknowledged within three working days of receipt and an investigation undertaken. A formal written response will be sent to you within 15 working days. If you remain dissatisfied, refer the matter to The Property Ombudsman (TPO) within twelve months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers
- 5.4 It is hereby agreed that, should the Tenant purchase the property either within the tenancy or outside the fixed term, the Landlord will pay a fee to the agent Loney Miller at 1% plus VAT of the eventual sale price due on successful exchange of contracts, payable no later than seven days from the completion date.

LANDLORD INFORMATION

The address of the Property being let:
(including postcode)

Name (s) of Landlord (s):

(If the property is jointly owned, please state the FULL names of all owners. If the property is Company owned or owned by a trust, the full name of the Company/Trust, the Company registration number and registered office address must appear on this form).

Landlords address:

Postcode:

Telephone no:

Email address:

You instruct us to be your agents and to provide the following services as described in our Standard Terms aforementioned in connection with the Property: (please tick required service)

Let Only:

Letting and Rent Collection:

Letting, Rent Collection and Management:

Please confirm your residency status: Resident in UK /Non-Resident

If you are a resident overseas, you will need to apply for approval to receive rents with no tax deducted from HMRC to avoid us deducting tax directly from your rent. Relevant information can be obtained from www.hmrc.gov.uk

Please provide us with the bank account in the UK where you would like us to pay the rent to:

Bank:

Account no:

Sort Code:

Account name:

Rent statements will be sent to you via email. If you require copy statements to be sent directly to your accountant, please complete the following:

Name:

Company name:

Email:

Telephone number:

Do you wish us to register the Tenants deposit with the Tenancy Deposit Scheme (Custodial)? Y/N

Where the property to be let is subject to a mortgage, then permission is often required from the mortgagees to sub-let and this is your responsibility. You must ensure that adequate cover exists under both building and contents insurance, and must inform the insurers that the property is to be let

Is the property Freehold or Leasehold? Freehold/Leasehold

If Leasehold, have you obtained the necessary consents to sub-let the Property from your Superior Landlord? Y/N

If Leasehold, please provide us with a copy of your Lease regarding terms which the Tenant is obliged to comply with

It is the Landlord's responsibility to ensure that an annual check is undertaken on ALL gas installations and appliances at the Property and that there is a valid Landlord's Gas Safety Record certificate for the Property at all times

Have you obtained a Gas Safety Record? Y/N

You are legally responsible for installing and maintaining working smoke alarms on every floor of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance. The Landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented.

Is there a working smoke alarm on each floor of the property? Y/N

Is there is a working carbon monoxide alarm where required? Y/N

Does all upholstered furniture in my property comply with current Fire Regulations? Y/N

You have an obligation to ensure that all electrical installation and appliances within the property are maintained in good order and are regularly checked for safety by an appropriate registered engineer.

Have you obtained an electrical installation condition report (EICR)? Y/N

Have you obtained a portable appliance test (PAT)? Y/N

Carrying out portable appliance testing is not required by law. However, it is one way of fulfilling the legal need to keep electronics safe for use and well-maintained, so it is highly recommended. The test will check all moveable electrical items.

Have you obtained a legionella risk assessment? Y/N

As the person responsible for the water systems within your property, you have a legal duty to ensure that the risk of exposure of Tenants to legionella is properly assessed and controlled. We can organise a risk assessment on your behalf, we just require written confirmation.

Where the Property is a House in Multiple Occupation, 'HMO' as defined by the Housing Act 2004, it complies with all relevant regulations and, if required, has been registered as such with the relevant local authority.

An Energy Performance Certificate is required for all properties available to let. This certificate lasts for ten years. We cannot start marketing the Property until this certificate is in place.

You confirm and undertake to us that you are the sole owner (s) of the Property and that prior to the commencement of the tenancy, all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

PLEASE ENSURE YOU CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT BEFORE YOU SIGN IT. BY ACCEPTING THIS DOCUMENT, YOU ARE BOUND BY ITS ENTIRE CONTENTS

Signed:

Signed:

Print name:

Print name:

Date:

Date:

Notice of the Right to Cancel

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to Loney Miller Limited, 2 Replingham Road, London, SW18 5LS or by email to enquiries@loneymiller.co.uk. Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to market your property within the cancellation period, you may be required to pay our commission fees if we have introduced a Tenant to your property prior to your serving a Notice of Cancellation.

Notice of Cancellation

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

Name & address:

Signed:

Date: