

This Agreement is made between the landlord(s) of the property and Linley and Simpson Ltd who agree to act as Agent for the landlord and from now on referred to as "the Agent".

This agreement sets out the services we provide to you and your responsibilities as the Landlord. Please read the agreement carefully. If there are any parts you do not understand please speak to us or seek independent legal advice.

1. Letting & Management Service

1.1 Initial Visit

We will visit the Premises to view them and provide you with advice on the rent you can expect to receive. We will also provide advice on the presentation and furnishing of your property and your responsibilities as a landlord.

1.2 Marketing

We will advertise and market your property via multiple websites including Linley & Simpson, Rightmove and OnTheMarket.com. We will promote your property to active applicants on our database and will make use of all resources available to us to ensure your property receives the highest amount of exposure possible. A 'To Let' board will be erected where appropriate.

1.3 Viewings

We will carry out accompanied viewings with prospective tenants.

1.4 References

We will consider and deal with applications and take up references on prospective tenants and guarantors including employers, current landlords and a credit reference agency search where appropriate. (Please note that although we endeavour to ensure that the tenant is suitable and an acceptable risk, we cannot guarantee this).

1.5 Tenancy Agreement

We will prepare and arrange the completion of the tenancy agreement and sign the document on your behalf.

1.6 Inventories

We will arrange to draw up an inventory and/or Schedule of condition (excluding lofts and other inaccessible areas). This document is essential, whether the property is let furnished or unfurnished, to reduce the risk of a dispute arising in respect of the deposit.

1.7 Renewals

Towards the end of the initial fixed term we will negotiate a renewal. We will review the rent and apply a rent increase as appropriate. We will prepare the extension documents and issue to your tenant for signature.

We will do our best to ensure that the tenant signs and returns the extension documents to us by the start date of the new period of the tenancy. However 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 periodic tenancy. Whilst we will make every effort to obtain the signed extension documents we have no liability if the tenant fails to return them.

Should you not wish us to renew the tenancy you must confirm this to us in writing. We will not serve notice on the tenant unless we are in receipt of this written instruction.

1.8 Tenancy Deposit

1.8.1 We will collect a deposit from your tenant, which will be held in accordance with tenancy deposit regulations.

1.8.2 The Agent is a member of the Tenancy Deposit Scheme:

The Dispute Service Limited, 1 The Progression Centre 42 Mark Road, Hemel Hempstead HP2 7DW.
0300 037 1000 www.tenancydepositscheme.com deposits@tenancydepositscheme.com

1.8.3 The Agent shall hold the deposit under the terms of the Tenancy Deposit Scheme.

1.8.4 If you the landlord decide to place the deposit in an alternative Government-approved scheme then we will normally transfer it to you within 5 days. You must then register it with another Tenancy Deposit Protection Scheme within a further 25 days (you have a total of 30 days from receipt in order to comply with the regulations) if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the tenant can take legal action against you 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. In addition a further order will be made requiring you to pay compensation to the tenant of between one and three times the amount of the Deposit. If a landlord fails to meet the initial requirement to protect the deposit, no Section 21 Notice can be served until either the landlord returns the deposit to the tenant in full or with such deductions as the tenant agrees; or if the tenant has taken proceedings against the landlord for non-protection and those proceedings have been concluded, withdrawn or settled (for example, by the court awarding damages being the return of the deposit or a fine not more than three times the value of the deposit). If a landlord fails to serve Prescribed Information, (s)he cannot serve a Section 21 Notice until the Prescribed Information has been served - but this can be more than 30 days after receiving the deposit. This will not prevent a tenant from issuing proceedings for late provision of the prescribed information and seeking a penalty award. Tenants can make an application to a county court for a penalty award even where the tenancy has ended, and can do so for up to six years. The Agent has no liability for any loss suffered if you fail to comply.

1.8.5 The Agent holds tenancy deposits as Stakeholder.

This means that we only pay 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.

1.8.6 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.

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

1.8.7 If there is no dispute the Agent 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 with the landlord and the tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

1.8.8 If, after 10 working days following notification of a dispute to the Agent/Member and 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 be submitted to the Independent Case Examiner for adjudication. These time scales can be changed by agreement with the tenant. All parties agree to co-operate with any adjudication.

1.8.9 The statutory rights of either you or the tenant(s) to take legal action against the other party remain unaffected.

1.8.10 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.

1.8.11 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 within 10 working days of being told that a dispute has been registered whether or not you 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 the Landlord/Agent.

1.8.12 The Agent 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.

1.8.13 Dealing with disputes from non-ASTs: The ICE may agree to resolve any disputes over the allocation of these deposits, by arrangement. If they do;

- The ICE will propose what they consider the most effective method of resolving the dispute.
- Landlord, Tenant and Agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £60 (£50+VAT) or 10% of the deposit +VAT, whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

1.9 Rent collection

We will collect monthly rents with payments to you within 9 working days of receipt less any fees or expenses due or incurred for the period. Payments will be made by direct bank transfer.

We will aim to increase the passing rent annually on or around the anniversary of the let unless the market dictates otherwise or unless the landlord specifically instructs us not to do so.

We will prepare and send rent statements outlining income and expenditure via email wherever possible.

We will issue rent demands for late payments and notify you as appropriate of rent arrears.

1.10 Inspections

We will visit the property at regular intervals and provide you with a written or digital report.

The purpose of the visit is to check that the tenants are fulfilling their obligations under the terms of the tenancy; it does not represent a survey or inventory check.

We do not visit empty properties unless requested to do so in writing, however, in the normal course of letting periodic visits may be made by our letting staff. Extra visits can be carried out on request in accordance with our scale of charges.

1.11 Maintenance

We will be responsible for the day to day management of your property which may involve arranging for general repairs or maintenance to be carried out, subject to the agreed limit. In an emergency we reserve the right to carry out required repairs, even if the costs exceed the agreed limit (see below) without further reference to you. The cost of repairs is normally deducted from the rental income. If major repairs are required, i.e. over £500, and you wish us to organise the work, we reserve the right to charge an additional administration fee of 12% (10%+VAT) of the total cost of the work.

We are authorised to arrange and pay from rents collected maintenance repairs up to £200 plus VAT on any one item of repair and any necessary expenditure consistent with good estate management in instances where, due to lack of time or unusual circumstances, it has been unreasonable or impractical to obtain prior instructions. Where we are required to co-ordinate repair and maintenance work on behalf of the landlord, we will not be responsible for any negligence, damage or breach of contract by any contractor employed in this way.

Sections 11 to 16 of the Landlord and Tenant Act 1985 state that you must:

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

In addition, the Homes (Fitness for Human Habitation) Act 2018 makes landlords responsible for ensuring that there are no serious defects in any of the following, either at the beginning of or throughout the tenancy:

- Repair • Stability • Freedom from damp • Internal arrangement • Natural lighting
- Ventilation • Water supply • Drainage and sanitary conveniences; and
- Facilities for preparation and cooking of food and for the disposal of waste water.

1.12 End of tenancy

At the end of the tenancy we will check the inventory and/or schedule of condition to assess whether the property is, in our opinion, in acceptable condition, subject to fair wear and tear. If appropriate we will negotiate any necessary deductions from the deposit to cover the tenant's share of the costs of repair or replacement. Testing of all the electrical appliances, heating system and plumbing is not feasible during this inspection; a qualified contractor should be appointed for this purpose should it be required by the landlord.

We will organise return of the deposit to the tenant at the end of the tenancy provided that the tenant has, in our opinion, complied with the terms of the tenancy and the condition of the property is satisfactory.

If you or your representative(s) wish to inspect the property before we agree the condition with and/or return the deposit to the tenant, you must do so the day after the tenant vacates the property and inform us before the tenancy termination date of your intention to do so.

Strict legal deadlines for resolving tenants' deposits apply.

2. General

The following conditions apply to our Letting and Management Service:

2.1 No interest will be paid to landlords on the tenant's deposit. Any interest earned will be retained by the Agent.

2.2 The deposit will be held in accordance with the latest legislation.

2.3 We will from time to time earn commission or referral fees on services provided to our clients and customers for introductions made to third parties or for placing works with certain approved contractors. This is not in all cases but may include EPC providers, Legionella risk assessments, utility management partners, profit share with maintenance contractors and insurance providers. None of these services are mandatory and you are free to select your own providers should you object to the payment of referral fees. Full details and amounts can be found on our website. We will also charge occasional fees to your tenants but only where the Tenant Fees Act permits. We will also share information with third parties connected to Linley and Simpson, i.e. contractors, insurers, etc, unless you tell us otherwise.

2.4 We will act on any delays of payment or other defaults in the first instance. Where we are unsuccessful in these initial actions, or there are significant rent arrears or breaches of the tenancy agreement, the landlord will be advised accordingly. A solicitor may then be appointed and instructed by the landlord (except where we are unable, after making reasonable efforts, to contact the landlord. In that event we are authorised to instruct a solicitor on the landlord's behalf). The landlord is responsible for payment of all legal fees and any related costs.

We may charge a reasonable fee if required to attend Court. Such fee to be agreed with the landlord in advance.

2.5 Although the aim is to take every care in managing your property, we cannot accept responsibility for non-payment of rent, damage or other default by the tenants, or any associated legal costs incurred in their collection where we have acted correctly in terms of this Agreement, or on the landlord's instructions. An insurance policy is recommended for this eventuality.

2.6 We will use our standard tenancy agreement. A copy is available at any time upon request.

2.7 If you are classed as resident overseas for tax purposes we are responsible for deducting income tax at the basic rate on rental income from your property, unless the Inland Revenue provides us with an appropriate exemption certificate. We recommend that you obtain a certificate as early as possible and that you seek advice from a tax adviser if necessary. Each joint owner requires their own certificate and you can apply online.

2.8 With regard to the payment of out-goings, we shall do our best to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay without question demands and accounts which appear to be in order. In particular we cannot accept responsibility for any inadequacy of any insurance cover or for the verification of service/maintenance charge demands/estimates where applicable.

2.9 We are instructed to act on a sole agency basis only.

2.10 In circumstances whereby a tenant pays 6 months or more rent in advance, we will hold back the equivalent of one month's rent as a float to cover any expenditure that may arise during the tenancy. At the end of this period the rent will be released to the landlord, less any expenditure incurred.

2.11 We reserve the right to hold back the final month's rent in circumstances where we predict there may be immediate expenditure required in order to prepare the property for the next letting. This will enable us to comply with the Tenancy Deposit Regulations where deposit funds may not be instantly available should a tenant not agree to proposed charges from their deposit.

2.12 We reserve the right to assign our rights and/or obligations under this agreement where appropriate.

2.13 We may vary the terms and conditions of this Agreement but only with two months' prior written notice.

2.14 We will take all reasonable steps when vetting a new tenant to enable the Landlord to comply with his/her obligations under the Immigration Act 2014. (Right to Rent).

2.15 Agreements signed away from the Agent's office: The Consumer Contracts Regulations 2013 provide that the landlord may have a right to cancel the contract within the first 14 days if they wish and that this right can be exercised by delivering, or sending (including electronic mail) a cancellation notice to the Agent at any time within the period of 14 days starting with the day of receipt of a notice in writing to cancel the contract. The Landlord agrees that the Agent can commence marketing the property during this 14 day period.

2.16 We will notify the Council Tax and Water Authorities of the change of occupier and read gas and electric meters at the commencement of the tenancy

3. Termination

The following conditions will apply to the termination of this agreement:

3.1 If a ready willing and able tenant makes an application to rent your property in accordance with your instructions and you subsequently withdraw the property, irrespective of your reasons, the fees will be payable for the term of the proposed let.

3.2 Either party may terminate this agreement at the end of a tenant's period of occupancy (i.e. when the property becomes vacant), subject to two months notice from the party wishing to terminate.

3.3 If the Landlord wishes to terminate this contract during a tenant's occupation they can do so after the first six months of the current tenancy agreement have elapsed and subject to immediate payment of lost commission to the Agent equivalent to one month's rent +VAT. The Landlord will also settle any outstanding repair contractors' invoices at the point of termination.

3.4 If we consider that you are in breach of any regulation relating to the property (whether statutory or not) or you are failing to comply with your obligations contained within the tenancy agreement, we may give you 7 days notice of termination.

3.5 Where the Agreement is cancelled under the Consumer Contracts Regulations 2013 the landlord agrees to repay any reasonable costs incurred by the Agent in carrying out his duties before the cancellation of the contract.

4. Fees

4.1 Letting Fee - No Change

4.2 Management Charge - No Change

4.3 Renewal Fee - No Change

4.4 Tenancy Deposit Scheme Fee - No Change

4.5 Sundry Charges

There may be other occasions where you may be required to pay a fee for work carried out on your behalf which is beyond reasonable day to day routines. In such instances an appropriate fee will be agreed with you in advance.

4.6 Optional annual statement of income and expenditure

Available upon request - £24 (£20+VAT).

4.7 Rent Recovery Plus

When tenants can't or won't pay, you're protected.

For an additional 3%+VAT per month we can note your interest in our Rent Recovery Plus policy. If your tenant falls into arrears and Linley & Simpson makes a successful claim under the policy, any sums recovered that are due will be passed to you. Cover for the total monthly rent, no matter how many tenants are on the tenancy agreement

- 100% of the monthly rent paid for up to a maximum of six months from the date of the first arrears
- Legal expenses up to £50,000 to cover eviction costs if the tenant is in breach of their tenancy agreement
- Covers breaches of the tenancy agreement by the tenant, including non-payment of the rent and expired section 21 notices
- 50% of the rent paid for up to two months after vacant possession has been obtained, whilst new tenants are found
- 12 months cover with no excess to pay!
- Rent Recovery Plus covers the whole property meaning the policy continues even when/if the tenants change

If you would like to take advantage of this concessionary rate, on a nil-excess option, please email; rentguarantee@linleyandsimpson.co.uk

5. Safety Regulations

The letting of property is now closely regulated with respect to consumer safety. The law makes particular demands regarding the safety, servicing and inspection of the gas and electrical appliances and installations within a property, and with respect to the safety of furniture and soft furnishings provided. The following regulations apply:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- General Product Safety Regulations 1994
- Gas Safety (Installation and Use) Regulations 1998
- Part P Building Regulations (Electrical Safety in Dwellings)
- Electrical Equipment (Safety) Regulations 1994
- Plugs and Sockets (Safety) Regulations 1994
- Energy Performance of Buildings (Certificates and Inspections) Regulations 2007
- Health and Safety Executive Legionella Guidelines
- Smoke and Carbon Monoxide Alarm Regulations 2015
- Homes (Fitness for Human Habitation) Act 2018
- The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

The above mentioned regulations can be subject to change at any time and you accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. The landlord confirms that they are aware of these obligations and that the Agent has provided sufficient information to assist with compliance. It is agreed that the landlord shall ensure that the property is made available for letting in a safe condition and is in compliance with the above regulations at all times.

Mandatory

An Energy Performance Certificate (EPC) must be obtained before a property is placed on the letting market. This has a 10 year life.

A Gas (or oil fired) Safety Certificate must be obtained before a tenant moves in and must be renewed every 12 months.

If you wish to arrange your own certificate, you must provide us with a copy before a tenant moves in and renew it every 12 months.

A Legionella Risk Assessment must be carried out, ideally immediately after your tenant moves in although it can be when the property is vacant if you wish, however this may produce a less effective assessment. Thereafter the risk should be reassessed every two years.

Under the 2015 regulations all rental properties must have a working smoke detector on each floor, be it mains wired or battery only, plus a Carbon Monoxide detector in each room that contains a solid fuel heating or hot water appliance. Our policy is to also include gas fired appliances within the requirements in order to protect you and the tenants fully.

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 state that landlords must have their properties inspected and tested by a qualified person at least every five years

Highly Recommended

Annual servicing of gas appliances during Gas Safety Inspection (cost effective and protects the landlord).

Annual electrical Portable Appliance Test (PAT) for all plug-in appliances.

The landlord agrees to indemnify the Agent should the landlord elect not to carry out any of the recommended safety checks listed above and to repay the Agent's costs in incurring any reasonable expenses or penalties that may be suffered as a result of non-compliance of the Property to fire, gas, electrical and appliance safety standards.

6. Management of personal data and privacy code

We will hold your personal data in accordance with our privacy policy.

Your personal information and property details will be passed to our Utility Management Partner, Help The Move who will attend to the transfer of your energy and service supply during the void period to their preferred utility supplier. Help The Move may also collect additional information on each property as necessary to provide the service. Any properties transferred to Help The Move's preferred utility supplier during any void period will have the energy supplied on the preferred utility supplier's standard tariff with a quarterly payment method unless any meter is a pre-payment meter. The Landlord will be responsible for any charges and usage during this period of time. Some of our landlord services require us to share essential but limited information with our third party external partners eg landlords insurance and protection, utility management when your property is vacant, etc. This provides mutual benefits and is required in order for us to carry out our services.

We will notify the Council Tax and Water Authorities of the change of occupier and read gas and electric meters at the commencement of a tenancy.

7. Landlord Warranty / Authorisation

You confirm that:

7.1 You are the lawful owner(s) of the above mentioned property(ies) and authorise the Agent to act in accordance with this agreement.

7.2 You authorise the Agent (by way of an employed individual duly authorised by a Manager, Director or Officer of the Company) to find suitable tenants for your property and to prepare, issue and sign tenancy agreements, associated legal notices and prescribed information on your behalf.

7.3 Where the property is subject to a mortgage, permission to let has been obtained from the mortgagee.

7.4 Where the property is leasehold you have obtained all necessary consent to let and you must notify us of any special conditions applied by the head landlord/freeholder.

7.5 You have informed your insurance company that the property is to be let, ensuring that the buildings and/or contents insurance cover remains adequate and operative.

7.6 The landlord remains responsible at all times for obtaining planning permission where applicable. The landlord warrants that such permission has been obtained prior to any letting.

7.7 You agree to supply photo ID and proof of address to comply with Anti-Money Laundering legislation.

7.8 You will notify the agent if you are presently or, at any time during this agreement you become, non resident in the UK for Income Tax purposes. When letting property and collecting rents for non-UK resident landlords (NRL) i.e. landlords living overseas, the Agent is obliged by the Income and Corporation Taxes Act 1988 and the Taxation of Income from Land (Non-Residents) Regulations 1995 to deduct tax (at the basic tax rate) to cover any tax liability, unless the landlord has been authorised in writing by HM Revenue and Customs (HMRC) to receive rent gross. The landlord will indemnify the Agent against any fines or interest charges levied by HMRC arising from the landlord's failure to obtain the NRL certificate at the appropriate time. There is no cost associated with obtaining a certificate and we strongly recommend that the landlord obtains the same at the earliest opportunity.

7.9 The landlord undertakes to reimburse the Agent for any claims arising from over-payment which may be made by the local authority in respect of Housing Benefit, or other benefit scheme, paid to or on behalf of the tenant(s) as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the Property under this Agreement.

7.10 It is agreed that any instructions to the Agent from the landlord regarding termination, proceedings, major repairs, payment or other significant details regarding the letting be confirmed to the Agent in writing.

7.11 The landlord warrants that all the information they have provided to the Agent is correct to the best of their knowledge and belief. In the event that 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.

7.12 The Landlord will enable the Agent to comply fully with the Consumer Protection from Unfair Trading Regulations 2008 (the CPRs) by declaring in writing to the agent any material information which might influence a potential tenant's decision to rent the property. It is an offence to conceal or omit such information or to mislead an interested party.