



## **Terms and Conditions of Business**

### **Beaulieu Estates Residential Lettings and Management**

#### **1. INTRODUCTION**

- 1.1 This document sets out the terms and conditions agreed between Beaulieu Estates Ltd and the client for the provision of residential letting and management services.

#### **2. PRE-INSTRUCTION REQUIREMENTS**

- 2.1.1 We can only accept your instructions upon the basis that the following conditions have been met:

##### **2.1.2 Sub-Letting**

If you are a Tenant of a lease it is essential that

- 1) The intended furnished letting is permitted by your lease.
- 2) The intended furnished letting is for a period expiring prior to the termination of your lease.
- 3) Your Landlord's written permission is obtained for sub-letting.

##### **2.1.3 Mortgages**

Where the property is to be let is subject to a mortgage, permission is normally required from the mortgagee to let or sub-let the property furnished or unfurnished. We recommend that you get your mortgagee's permission in advance. Please note that applying for permission after a tenant has been found could prejudice the tenancy.

##### **2.1.4 Insurance**

You must ensure that the building and contents insurance cover is adequate and that the policy covers furnished lettings. Please note that the many household policies do not automatically provide such cover. If required we can arrange a quote on your behalf.

We would bring it to your attention that Beaulieu Estates Ltd cannot be held liable for any difficulties arising as a result of a failure to observe the above.

##### **2.1.5 Fire Regulations**

For new tenancies after the 1<sup>st</sup> March 1993 you must ensure that furniture supplied conforms to the Fire and Furnishing (Fire) (Safety) (Amendment) regulations 1993 and you will hereby indemnify us as a result of any breach.

### **2.1.6 Fittings and Equipment**

You must ensure that all equipment, electrical or otherwise, provided within the property is fully operational and, if possible, recently serviced, at the commencement of the tenancy.

### **2.1.7 Overseas Landlord Responsibilities / Obligations**

If a landlord resides abroad and is no longer resident in the UK you MUST notify HMRC. You can do this online and we can assist you with the forms if requested. Please notify us if you are living abroad. Failure to notify HMRC will result in part of the rent being withheld and sent to HMRC when required until we are provided with an authorisation code to pay you the rent in full. Please visit the HMRC website for further information.

### **2.1.8 General Data Protection Regulation (GDPR)**

GDPR guidelines for data holding and sharing of personal information is available from the Information Commissioner's Office (ICO) website [www.ico.org.uk](http://www.ico.org.uk). You must, as landlord contact the ICO to ensure clarification if registration is necessary for yourself as a landlord.

### **2.1.8 SAFETY REQUIREMENTS**

#### **2.1.9 Smoke Alarms**

It is your responsibility as a Landlord to ensure that there is at least one smoke alarm on each floor of the property, tested and working before the start date of the tenancy. It is then the tenant/s responsibility to regularly test the smoke alarm/s and change the battery if necessary.

#### **2.1.10 Carbon Monoxide Alarms**

It is your responsibility as a Landlord to ensure that there is at least one carbon monoxide alarm in each room of the property which uses/burns solid fuels i.e. coal or wood, tested and working before the start date of the tenancy. It is then the tenant/s responsibility to regularly test the carbon monoxide alarm/s and change the battery if necessary. As extra precaution it is also advisable to have a carbon monoxide alarm tested and working within close proximity to any boiler within the property.

#### **2.1.11 Gas Safety Certificates (where there are any gas appliances)**

It is your responsibility as a Landlord to ensure that an acceptable Landlord/Homeowners Gas Safety Certificate is present (if there are gas appliances at the property) and provided to us by the start date of the tenancy agreement, this must have been carried out by a registered Gas Safe engineer, CORGI registration is no longer accepted. This must be renewed every 12 months from the date it was last conducted. It can also be a good idea to service the boiler whilst the certificate is being conducted every year so as to hopefully avoid a breakdown. We can provide this for you at an extra cost should you wish.

#### **2.1.12 OTHER CERTIFICATES**

- **Energy Performance Certificate.** All domestic and commercial buildings in the UK available to buy or rent must have an **Energy Performance Certificate (EPC)**. If you own a home, getting an **energy performance** survey done could help you identify ways to save money on your **energy** bills and improve the comfort of your home. We can provide this for you at an extra cost should you wish.

**We have an external contractor who can carry this out for you if you wish. Typically they cost £100.00 although this is dependent on the size of the property.**

- **Electrical Test.** It is recommended and advised that electrical tests are conducted on a rental property every 5 years, please provide us with any tests conducted to date. If you would like the electrics tested and need a recommended contractor please let us know.
- **PAT (portable appliance testing) testing.** You could also test any electrical appliances which you leave at the property for extra peace of mind if you would like to.
- Although not a certificate (as of 1<sup>st</sup> October 2015) you must now give the tenant/s a copy of the governments 'How To Rent' guide at the start of a new tenancy (or when they renew their tenancy after 1<sup>st</sup> October 2015).

### **2.1.13 Landlords Statutory Safety Obligation**

The Landlord remains personally responsible for the compliance with all Statutory Legislation and Beaulieu Estates may require written evidence of compliance with the following regulations: The Gas Safety (Installation & Use) Regulations 1994 (Amended 1988). The Building Regulation 1991 (In particular with regard to smoke detectors), Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and The Electrical Equipment (safety) Regulations 1994, Beaulieu Estates can arrange for these as well as a Legionella's Risk assessment to be carried out, if required and paid by the Landlord.

### **2.1.14 Homes (Fitness for Human Habitation) Act 2018**

It is the landlord's responsibility to ensure their property is fit for human habitation at the start and during the tenancy. The property **MUST** be free of any hazards that could cause the tenant or anyone in the property harm. Failure to comply to this act could lead to a tenant taking court action which a judge may order the Landlord to pay compensation to the tenant and enforce works to improve their property.

### **2.1.15 Legionella and Legionnaires' disease**

Landlords have a duty of care to ensure that the risk of a tenant/s exposure to Legionella is properly addresses and controlled. Landlords should inform tenants of potential risk of exposure to Legionella and its consequences and advise on any actions arising from the findings of the risk assessment where appropriate. Beaulieu Estates can arrange for a Legionella risk assessment report to be carried out if instructed to do so. It is recommended that a Legionella risk assessment is carried out very two years.

## **3. COMMISSION LEVELS**

**3.1** On finding a Tenant who is willing to sign and is accepted by you or whom you have given us authority to accept on your behalf, our commission will be charged as stated below in points 4.1 to 4.3. If another agent arranges a tenancy agreement with a tenant we have previously introduced, on signing this agreement you agree our commission will still be charged as stated in points 4.1 to 4.3.

**3.1.1** The total amount of commission falls due at the commencement of each tenancy and/or extension and will be deducted from the initial rent payment(s) received from the Tenant.

**3.1.2** If at such point the Landlord withdraws from our services/application for other than for reasons beyond your control and action has already been taken by us to actively market the premises, a willing and able tenant is found, references have been agreed and also any documentation which has already been made, a chargeable fee of 75% of our introduction fee will be liable by yourself.

- 3.1.3** With regards to extended tenancies granted to the Tenant or Occupier which requires and new tenancy agreement then commission is payable to us at the rate of £150.00 plus VAT for the renewal of the tenancy agreement after 12 months.
- 3.1.4** In cases where we are not employed to collect rent throughout the tenancy, it is our policy to receive the initial rent payment, or payments, from the Tenant in order to meet our commission.
- 3.1.5** When full property management services are provided then our Management commission will be collected by way of a deduction from the rents received or invoiced separately in the event of rent default.
- 3.1.6** This agreement is for a period of three months and thereafter subject to 3 months notice in writing to terminate on either side.

#### **4. DESCRIPTION OF SERVICES AND FEES**

##### **4.1 Finding a Tenant only**

Our fee for finding a tenant is £ of rent plus VAT for Sole Agency Listing.  
The services provided by us in finding a suitable tenant are set out below.

- 4.1.1** Introduction of a Tenant for the property.
- 4.1.2** Taking up the references but not including any charges for company investigations should these be requested.
- 4.1.3** Negotiating the terms of the tenancy between yourself and the Tenant.
- 4.1.4** Collecting and managing the deposit which will be held with the Deposit Protection Service, payable by the Tenant against any dilapidations.
- 4.1.5** Making every effort to notify service companies (Gas, Electric and Council Tax) at the commencement and end of the tenancy.

##### **4.2 Finding a Tenant and Rent Collection**

Our fee for finding a tenant with rent collection is ... weeks' worth of rent plus VAT for Sole Agency Listing and commission for rent collection is a fee of ... of rent plus VAT pcm. The following services will be provided in addition to those set out in point 4.1:-

- 4.2.1** The demand and collection of rent on your behalf.
- 4.2.2** The forwarding of rent to yourself or your bank.
- 4.2.3** The preparation and submission of regular rent statements.

##### **4.3 Finding a Tenant and Full Property Management**

Our fee for finding a tenant with full management is ... weeks worth of rent plus VAT for Sole Agency Listing. Our commission for the ... full property management package is % of the monthly rental figure plus VAT per calendar month.

The following services will be provided in addition to those set out in point 4.1 and 4.2.

##### **4.3.1 Outgoings**

We will pay current outgoings such as rent. It is your responsibility as the Landlord to ensure that you make us aware of what utility companies serve the property. You must ensure that any accounts in your name are

cancelled and we will then make arrangements for these accounts to be transferred into a new Tenant(s) names.

#### **4.3.2 Repairs and Replacement**

We shall deal with day to day management matters including minor repairs up to a maximum of £300.00 for any one item on your behalf. Except in an emergency wherever practical, estimates are obtained and submitted to you for approval in respect of works of redecoration, renewal or repairs likely to cost more than £300.00. A additional supervisory fee of **0%** plus VAT of the total cost is charged for this work.

#### **4.3.3 Inspection and Defects**

Our management will include non-expert investigation of defects, which come to our notice or are clearly and adequately brought to our attention by the Tenant upon our inspection of the property once every three months. If instructed to do so we can inspect the property on a monthly basis at an additional charge of £30.00 with NO VAT per inspection. It should be appreciated that any such inspection can extend only to apparent and obvious defects and would not amount in any way to a structural survey of the property. We cannot accept responsibility for hidden or latent defects.

#### **4.3.4 Terms of Management Appointment**

Except in cases where you intend to re-occupy the accommodation or where special arrangements are made, our appointment is for an agreed period and thereafter subject to three months notice to terminate by you. We must be placed in sufficient funds at the commencement and, if necessary, during the term of the management, to enable us to meet all expenditure prior to any next rent collection. It is essential that we hold a working balance, as we cannot undertake to meet any outgoings beyond the available cash from time to time in our hand on your account. Beaulieu Estates has the right to cancel this agreement at any time.

#### **4.3.5 Void Periods**

Our management function does not include the supervision of the property when it is vacant, although in the course of finding you a tenant, periodic visits may be made to the accommodation by our letting staff. Instructions can be given for further visits for a fee of £30.00 plus VAT for each additional visit.

### **5. GENERAL INFORMATION**

**5.1** Unless otherwise agreed, the rent quoted to a Tenant by us on your behalf must be inclusive of some outgoings for which you are responsible for (i.e. water meter, ground rent, service charges etc) with the exception of gas, electricity, the telephone services and fuel oil where there is independent oil fired heating system. Any rent asked by us on your behalf will not include reference to Council Tax or a similar levy. This tax will normally be levied separately on the occupants of the property but in some cases the Local Authorities may wish to charge you, the Landlord.

#### **5.2 Inventories**

If you would like us to complete an inventory and assist in the management of the deposit return on your behalf, this will be charged at £0.00 plus VAT for a Full Inventory.

#### **5.3 Furnished Tenancy Agreement**

Unless we are instructed otherwise, we use our standard form of Tenancy Agreement in respect of all furnished lettings. Landlords instructing their own solicitors to prepare an Agreement must be responsible for their solicitor's fees.

#### **5.4 Rent Remittances**

Present banking arrangements are such that it is necessary for us to allow approximately 10 days for transfer of monies to clients' accounts. Any monies dispatched will be without prejudice to final clearance.

#### **5.5 Instructions of Solicitors**

You will be informed of any rent arrears or breaches of covenant brought to our attention. However, if it is necessary for a Solicitor to take action, you will be responsible for instructing your own Solicitor and for all fees involved.

#### **5.6 Taxes and Management Act**

You are responsible for notifying the Inland Revenue of the tenancy. Where the Landlord of a property resides abroad, the Commissioners for Inland Revenue will hold us, as your Agents, responsible for the payment of any tax liability, which arises on rents collected by us on your behalf.

Accordingly, if you are resident abroad it will be necessary for us to deduct monies at the appropriate rate and hold the amount so deducted to your credit until the taxation liability has been agreed with the Inspector of Taxes. Similarly, if at present you live within the UK but subsequently move abroad, it will be necessary for us to commence this deduction from the time you leave this country. The monies deducted will be placed on deposit in our clients and will not earn interest.

The eventual liability for tax may be less than the amount we have retained. We suggest that you employ accountants to meet the tax liability on your behalf, we therefore ask you let us know as soon as possible who will be dealing with your tax affairs in this country. Should you at present reside within the UK but subsequently move abroad, please let us know the name of your accounts or tax advisers at this time.

#### **5.7 Courts and Tribunals**

Applications for fair rent or appearances before the Rent Officer, Rent Assessment Committee or any other Court of Tribunal will be by special arrangement only and will form the subject of an additional charge to be agreed.

#### **5.8 Purchasers by Party Introduced by us**

In the event of a third party (being any person or body corporate associated with such party) purchases the property (either after entering into a Tenancy Agreement or otherwise) then 1% plus VAT fee commission shall be payable to us on completion of such sale.

#### **5.9 Third Party Introductions**

In the event of a third party (being a person or body corporate) associated with a Tenant or Occupant entering into a subsequent tenancy agreement without there existing any intervening tenancy, commission shall be payable to us at the commencement of the tenancy.

#### **5.10 Landlord and Tenant Act 1987**

We are obliged to include your full name and address on all rent demands. If your address is outside England and Wales, then we must provide the Tenant with an address within England and Wales to which Notices (including Notices in proceedings) may be served to you. Unless otherwise instructed, if your address is outside England and Wales, we will use the address of our Office for this purpose. Although we will use our best endeavours to forward any Notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this report.

### 5.11 Collection of Rent

If you instruct us to demand and collect rent from the Tenant on your behalf, this will be done where possible by use of a Standing Order Mandate unless you instruct us to the contrary in writing. This ensures prompt collection of rent and cleared funds will be transmitted automatically into our account. However, you are advised that by accepting rental payment by Standing Order (which can only be terminated by the Tenant) should the Tenant breach any terms of the Tenancy Agreement whereby you see forfeiture of the tenancy and repossession of the premises, the continued payment of rent by the Tenant under the Standing Order Mandate may be deemed to be a waiver by you of the Tenant's breach. Immediately following breach the Tenant must be notified by you (in the event that we do not manage the property) the monies received by Standing Order are to be regarded as mesne profits. (Profits of the premises during the time the owner has been wrongfully kept out of the possession of your estate)

### 5.12 Photography

Beaulieu Estates can offer a range of additional marketing methods, such as Professional photography or video/drone photography, walkthrough videos and floor plans etc. This is organised by Beaulieu Estates and paid by us upfront to a maximum of £750.00. Should you withdraw the property from the market with Beaulieu Estates at any time, by signing these terms of business, you agree to refund Beaulieu Estates £450 + vat within 3 working dates of your withdrawal date. Copyright remains with the photographer and Beaulieu Estates and are not to be used by any third party.

### Confirmation of instruction

I/We confirm to have permission/ownership to let the property **YES/NO**

I/We confirm that I/We have read the attached agreement and wish for Beaulieu Estates to undertake the letting **YES/NO**

### Property to be let

Post Code

I/We understand that the tenancy agreement will be for a term of 12 months. The tenancy will automatically go onto a periodic tenancy at the end of the initial term and I/We must confirm to Beaulieu Estates if I/We wish the tenants to re-sign for another fixed term and/or end the tenancy at any time. **NO SECTION 21 WILL AUTOMATICALLY BE SERVED WITHOUT INSTRUCTION.**

A new tenant will be required to pay **5 weeks worth of rent as deposit.**

I/We disagree that my/our details may be passed to selected third party companies to inform us of the products that may be of interest.

I/We require Beaulieu Estates to register the deposit (Price to be confirmed dependant on what package you are on) **YES/NO**

I am /We are prepared to consider Tenants claiming Housing Benefits **YES/NO** and will consider Pets **YES/NO**

I/We require a Rental Warranty policy **YES/NO** (Price to be confirmed dependant on what package you are on) ( **subject to acceptable references and policy terms & conditions** )

I/We require Beaulieu Estates to arrange an independent fully detailed inventory (Price to be confirmed dependant on what package you are on) **YES/NO**

I/We require Beaulieu Estates to arrange an E.P.C at a cost of £100 **YES/NO**

I/We require Beaulieu Estates to arrange a Landlord Gas Safety Certificate (Price to be confirmed dependant on what package you are on) **YES/NO**

I/We require Beaulieu Estates to arrange an Electrical Installation Condition Report ( Price to be confirmed ) **YES/NO**

I/We require Beaulieu Estates to arrange supply & fitting of smoke alarms where required ( Price to be confirmed ) **YES/NO**

I/We require Beaulieu Estates to arrange supply & fitting of carbon monoxide alarms where required ( price to be confirmed ) **YES/NO**

I/We require Beaulieu Estates to arrange PAT (portable appliance testing) **YES/NO**  
Price to be confirmed or £4.00 per appliance if at the same time of an EICR (Electric Installation Condition Report.)

I/We require Beaulieu Estates to arrange PAT (portable appliance testing) **ANNUALLY** on appliances left at the property **YES/NO** (Price to be confirmed and subject to a minimum fee)

I/We require Beaulieu Estates to arrange a Health & Safety Check which includes a Legionella Disease Risk Assessment at a cost of £144.00 **YES/NO**

I/We require Beaulieu Estates to arrange a quotation for Landlord Buildings Insurance and agree for us to pass our contact details to Let Alliance to do so. **YES/NO**

**Please note:**

**Once referencing of a potential tenant/s has commenced if the property is withdrawn from the market for any reason, or if you ( The landlord ) withdraw from the agreed let after agreeing to proceed with a tenant and successful referencing is obtained the full tenant find fee is due.**

**By signing this agreement, you confirm you are instructing Beaulieu Estates to act as your managing agent should we be successful in finding a tenant, for the whole of the tenancy period. The sole agency may be discontinued as the managing agent upon you giving us 14 days' notice in writing at any point within the tenancy period, but the remaining monthly management fees of the tenancy period will have to be paid to Beaulieu Estates in full.**

**Disclaimer**



I/We (delete as appropriate) can confirm that Beaulieu Estates have explained to us in addition to their confirmation of marketing agreement 'The Cancellation of Contracts made in a consumer's home or place of work' regulations which came in to force 1<sup>st</sup> October 2008.

I/We (delete as appropriate) confirm I/We (delete as appropriate) wish to waiver my/our (delete as appropriate) right to a fourteen-day cooling off period as stated in the 'The cancellation of contracts made in a consumer's home or place of work regulations 2008 and instruct Beaulieu Estates to commence marketing from the date below.

**Landlords Full Name** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Post Code** \_\_\_\_\_

**Contact details** \_\_\_\_\_ **Email** \_\_\_\_\_

**Signed by/on behalf of the Landlord:** \_\_\_\_\_

**Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**Money Laundering: Beaulieu Estates is required under the Anti-Money Laundering Legislation 2007 to obtain from any person benefitting from the proceeds of this transaction proof of identity and proof of residency.**

**Person 1 Picture ID YES/NO**

**Person 1 Proof of Residence YES/NO**

**Person 2 Picture ID YES/NO**

**Person 2 Proof of Residence YES/NO**