

LETTINGS - THE SMALL PRINT

1) ON ACCEPTING INSTRUCTION

- i. We will assume that:
 - (a) You agree to obtain written consent from your mortgage lender to let the Property.
 - (b) Any intended letting is permitted by the terms of your lease.
 - (c) You are responsible for obtaining any license to let that is required.
 - (d) Any Tenancy is for a period expiring prior to termination of your lease.
 - (e) The written permission of your Landlord, if necessary, is obtained for sub-letting.
 - (f) Should you instruct us and should we agree to commence providing services to you at a time when you have not signed and returned the enclosed copy; your instruction will constitute acceptance of all our terms.
- ii. It should be noted that the Mortgagee would usually have the power to terminate the letting if mortgage repayments are not maintained and other requirements complied with.
- iii. You agree to inform your Buildings and Contents insurance supplier of your intention to let, in recognition that it is your liability to hold adequate Buildings and Contents insurance, including third party and occupier's liability. Failure to inform your insurer that you are letting may invalidate your cover.
- iv. Please note that as a result of recent changes to the Money Laundering Laws we, as your agent, must receive proof of ownership and suitable identification from you. This must be in the form of a recent bank statement dated within the last three months (amounts can be redacted), a UK driving license or a passport.
- v. We require the authority to let the property in writing from any joint owner(s) who should be named in the tenancy agreement.

2) GENERAL TERMS

- i. You hereby undertake not to instruct any other agent during the term of this agreement. To be clear for the purpose of clause ii below, you hereby agree that private or other lettings agents originating before the termination date of this agreement are deemed to have been introduced by us.
- ii. Sole Letting terms: The commission will be due to Brinkley Estates Ltd if at any time a Tenant takes occupation of the Property:
 - (a) who has been directly or indirectly introduced to Brinkley Estates Ltd during the period of our agency agreement; or
 - (b) with whom Brinkley Estates Ltd has had negoti-

ations during the said period; or
(c) who has been introduced by other Agents or privately, during the period of our Sole Agency agreement or its termination period.

- iii. Sole Agency marketing period: our appointment as sole agents is for a minimum period of 4 weeks from the date of this agreement: Termination must be in writing giving 14 days' notice.
- iv. It is an offence under the Consumer Protection from Unfair Trading Regulations 2008, for us (or any estate agent) to misdescribe the property. You have a responsibility to us to ensure that all factual information you provide to us about the property is correct and true to the best of your knowledge. In the event that the Landlord provides incorrect information to the agent which causes the Agents to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for losses suffered.

3) ADVERTISING BOARDS

You authorise Brinkley Estates Ltd to erect an advertising board at the property unless we are otherwise informed in writing. By allowing a second board by another agent, you may be in contravention of the Town and Country Planning Control of Advertising Regulations 1988. A Let By board will be erected at Tenancy renewals for a period of 14 days.

4) TENANT INTRODUCTION

- i. In the event of Brinkley Estates Ltd introducing a tenant to the Landlord whom subsequently enters into an agreement with the tenant to rent the Property, commission will become due to The Agent for the entire duration of the Let. The commission is payable to Brinkley Estates Ltd for this introduction whether or not the tenancy is duly finalised by Brinkley Estates Ltd.
- ii. Commission charged will be an agreed percentage of the gross monthly rental income stated in the Tenancy Agreement and will be payable on commencement of the tenancy from the first month's rental collected by The Agent. Should the amount be greater than one month's rental, the balance will become immediately payable by you. By special arrangement, we can arrange payment spread over 2 months. Please note: this may affect the final fee.
- iii. We will contact you for approval of any potential tenant, or agree in advance with you the extent of our authority to accept a tenant on your behalf.

5) FEES

- i. Once a tenant whom we have introduced has entered into an agreement, our letting commission is payable on a scale outlined on the Confirmation of Instructions, at a minimum of 8.4% including VAT on the total rent payable for the initial term of the tenancy or £800.00 including VAT whichever is greater. The initial term of a tenancy is outlined in the Tenancy Agreement, excluding any break clause.

- ii. Our commission is payable in full, in advance, on the commencement of the tenancy. "Rent" includes any payment to be made by the tenant for use of the property whether expressed as rent, premium or any other form of payment and whether paid directly by the tenant or obtained by other means such as deduction from the security deposit.
- iii. If the letting continues beyond the original letting period, whether pursuant to the original tenancy agreement or a continuation, extension or renewal of the term originally granted or any new tenancy granted to the same tenant or any person nominated or introduced by the original tenant, our commission is payable at the same rate as the initial invoice, subject to any service charges, this includes rolling contracts and periodic tenancies, our fee will be charged for 12 months and refunded pro-rata in line with the terms in vi.
- iv. If we are providing our Management service (which includes rent collection, on your behalf) our sole agency fees are an additional 4.8% including VAT of the total rent payable depending on the length of the contract. Fees are paid from the beginning of the tenancy agreement. In some circumstances, following an initial payment, Management fees can be paid on monthly basis.
- v. If at any time during the initial tenancy or during any renewal or extension thereof the service we provide is reduced to introduction only, then the fee will become payable immediately in full, for the period the tenants remain in the property.
- vi. Should the Tenants exercise a break clause in their lease, fees for the remainder of the tenancy will be issued via a credit note. Alternatively, we will replace Tenants for the remainder of the Tenancy Agreement. Should you issue notice to exercise the break clause, you forfeit the right to a refund, this also applies should you let the tenant leave early.
- vii. Where a tenant introduced by Brinkley Estates Ltd, is replaced as tenant (whether or not under a formal tenancy agreement) by his/her nominee, the commission will remain payable for as long as the new tenant shall remain in occupation of the Property.
- viii. Brinkley Estates Ltd will negotiate the terms of the Agreement on your behalf and draw up the Tenancy Agreement in accordance with current Housing Act legislation and insert any applicable extra clauses as necessary. The Fee for this and general administration is £240.00 including VAT.
- ix. **Right to Rent** - the Owner is legally responsible for ensuring that all adult occupiers of the Property have valid Leave to Remain in the UK, and thus the right to rent a property in England. The Owner must satisfy him/herself of all occupants' right to rent:
 - (a) before the Commencement Date of the Tenancy
 - (b) upon any renewal, extension or hold-over of the Tenancy or new agreement with the Tenant and
 - (c) before expiry of the occupants' leave to remain

in the UK. If the Agent obtains identity documents for the Owner for this purpose, it shall not constitute acceptance by the Agent of responsibility for the matters falling to the Owner under the right to rent legislation.

6) LETTINGS SERVICE

The services included in our commission are:

- i. Marketing the property via our network of offices, the internet and other advertising mediums.
- ii. Accompanying prospective tenants to view the property and receiving offers
- iii. Confirming the details of any offer in writing to both parties including any special conditions.
- iv. Taking up references, either via a credit referencing company or bank, employer, previous Landlord if applicable, character reference and Right to Rent. A Company search can be undertaken if required and would be charged separately. It is the Landlord's responsibility to ensure that all references are satisfactory. Brinkley Estates Ltd accepts no liability for the validity or otherwise of any reference provided.
- v. Brinkley Estates Ltd's fees are due on the date the agreement of renewal of the Agreement commences. After 28 days, Brinkley Estates Ltd reserve the right to charge interest on the on the amount due of 4% above the base rate of NatWest.
- vi. Should you verbally accept an offer from prospective Tenants, from which you subsequently withdraw once administration has commenced, Brinkley Estates Ltd will levy an administration fee of £500.00 including VAT.

7) MANAGED SERVICE

- i. Additional services included in our commission are:
 - (a) Monitoring payments and advising Landlords of any non-payment within 14 days of the due date.
 - (b) In the event of non-payment, we will contact the tenants by telephone and email, at weekly intervals.
 - (c) Collecting and holding any security deposit paid by the tenant, as stake-holders (subject to the Tenancy Agreement agreed between both parties).
 - (d) Inspections (optional- £102.00 including VAT per inspection report), varies on size of property. This is done professionally but we offer a standard inspection service as part of the Management service.
 - (e) Brinkley Estates Ltd offer the Full Managed Service at the rate of 4.8% including VAT to Landlords who already have Tenants in the Property, when the introduction has not been made via Brinkley Estates Ltd on the proviso that Brinkley Estates Ltd collect the rental and hold the Tenant's Security Deposit.

- (f) We will appoint a Property Manager to carry out an inspection SIX months after the commencement of the Tenancy and thereafter at six-monthly intervals until the Tenancy expires. This is a visual walk-through of the Property to detail the property condition and make any recommendations for routine work to be carried out. Whilst every attempt will be made to draw your attention to any defects in the property, this is not a structural survey and Brinkley Estates Ltd does not accept liability for any hidden defects, in the property.

Should you wish a more detailed survey to be carried out, following any obvious defects reported, Brinkley Estates Ltd will undertake instructing this on your behalf and at cost to you. Digital photographs can be included in the report.

- (g) **REPAIRS AND REPLACEMENTS ETC.,**
Brinkley Estates Ltd does not class snagging of newly-built properties within the normal range of the Full Management service. Snagging should be referred back to the building company responsible. Should you require Brinkley Estates Ltd to be involved in dealing with snagging, we will negotiate an additional fee depending on the property size and location. Management includes the investigations of defects which may come to our notice or any defect which is properly brought to our attention by the Tenant.

- (h) Brinkley Estates Ltd will instruct emergency work at the property to be carried out without prior instruction if a situation arises out of normal business hours or where we are unable to contact you.

Where there is an expense involved on works to be carried out, we will contact you prior to instruction except in the case of an emergency. We will endeavor to use any contractors that you have specifically nominated for repair work at the property but cannot agree to do so.

Brinkley Estates Ltd use a panel of approved contractors whom are carefully vetted by us and copies of public liability insurance and professional memberships are held on file.

Any commission or other income earned by the Agent while carrying out its duties as agent for letting and/or management of the Property, for example, by referrals to solicitors, tenant fees, EPC providers, contractors or inventory clerks, will be retained by the Agent. We may receive up to 20% membership fees from the above, this does not effect the amount you pay.

Brinkley Estates Ltd do not accept any liability for any loss or damage to any property fixtures, fittings or contents, arising from the instruction of a contractor.

If you wish us to make a claim on your insurance on your behalf, an additional fee of 10% plus VAT of the total claim will be charged.

You agree to ensure that any supplier or contractor invoices and any work agreed prior commencement to the Tenancy are settled in full.

Brinkley Estates Ltd will not be in a position to pay for such works from the Tenants initial funds or from account and will not be liable for such payments being made.

For Short Lets, unless otherwise agreed in writing, it is the Landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the Tenants responsibility to pay for any telecommunications services.

In the event of non-payment, we will collect outstanding invoices from the rent.

There is no expiry date to these Terms and Conditions of Business and these may be transferred to another let or property. Should Brinkley Estates Ltd wish to alter or amend these terms, we may do so by giving 6 months' notice.

We can also undertake the following management Service.

Where repairs /renewals, replacements, necessary decorations etc., are liable to cost more than £500.00 for any loss or damage to any property fixtures, fittings or contents, arising from the instruction of a contractor.

Where repairs /renewals, replacements necessary decorations etc., are liable to cost more than £500.00 we will, wherever practical, submit to you, proper estimates, the exception being in cases of an emergency. Upon your acceptance of any estimates, providing that we are in funds, we would then instruct the works to commence.

We can also undertake the following Management Services.

i. SCHEDULE OF DEDUCTIONS

On receipt of the schedule, we will obtain estimates for larger works if appropriate. We will then submit the same with the inventory clerk's decision as to appropriate deductions, if any, from the security deposit, to both Landlord and Tenant, requesting agreement in writing for the deposit to be apportioned as per the schedule. If we have not been able to secure the written agreement of both parties within two months from this submission, then we reserve the right to apportion the deposit between both parties on the basis of the schedule. Both parties will accept the decision as full and final.

ii. KEYS

You agree to make available, a full set of keys to Brinkley Estates Ltd to commence marketing and to enable Brinkley Estates Ltd to conduct accompanied viewings. Should the set of keys be held by an existing agent, you consent to us obtaining a copy set which will be chargeable to you.

The Landlord should supply one set of keys for each tenant and in addition one set for the management of the property, to be held at the branch.

You agree that in the event of Brinkley Estates Ltd having to get additional sets of keys cut for commencement of a Tenancy, we have the right to levy an administration charge of £27.00 including VAT. Should we not have the required sets of keys on the commencement date of the Tenancy, we shall proceed to have keys cut at your expense.

iii. **PROPERTY MANAGEMENT DURING VOID PERIODS**

During Tenancy void periods, Brinkley Estates Ltd can continue to manage the property unless otherwise instructed at your request for a fee of £96 including VAT per month or part thereof.

During this period Brinkley Estates Ltd will instruct routine maintenance.

Brinkley Estates Ltd agree to re-let the Property at an appropriate market rental on termination of the Tenancy when advised of the Tenancy termination unless otherwise instructed by you.

iv. **CLIENTS' RESPONSIBILITIES**

You agree to comply with the Estate Agents Act 1979, which states you must disclose if any relationship exists with any member of Brinkley personnel. This disclosure must be in writing and presented to the Managing Director.

You must keep Brinkley Estates Ltd informed at all times of your current contact details, including full address and at least one current telephone number where we may contact you in an emergency.

You agree to make arrangement for postal redirection prior to the commencement of the first Tenancy, as Brinkley Estates Ltd cannot be held liable for delivered mail once you vacate

Within seven days of marketing, we must hold an Energy Performance Certificate (EPC) with a rating of E or above and a valid Gas Safety Certificate on file with our administration team. We can arrange for an EPC at a cost of £78 inc. VAT and a Gas Safety inspection for £102 inc VAT.

8) **TERMS OF MANAGEMENT**

Unless otherwise agreed in advance, our appointment as Managing Agent is for the duration of the tenancy, tenant changeovers and any renewals, or extension thereof to the same tenant, subject to six months' notice to terminate, in writing, from either side.

9) **RENT**

We will agree with you a rent to be quoted to potential tenants, unless specifically agreed otherwise.

- i. As a regulated and bonded Agent we endeavor to provide a fair and equitable tenancy agreement and service to both our landlords and tenants, with this in mind, all our tenancy agreements, where we are to hold the deposit during the term of The tenancy,

include the following clause:

- (a) Brinkley Estates Ltd will charge a deposit registration fee of £60 including VAT per property, per year for using the Agent's approved Tenancy cost, of membership of the scheme.
- (b) Brinkley Estates Ltd adheres to the rules and guidelines issued by MyDeposits deposit scheme.

10) **RENEWAL AGREEMENT AND CHARGES**

For a renewal of a tenancy to an existing tenant, a new Agreement will be drawn up for your protection. Although our documents are constantly reviewed and updated by our legal advisors, we must point out that we are not solicitors and cannot advise on legal issues. You should consult your own solicitor if you require further information about your rights and obligations as a Landlord. Renewal fees are charged at the initial rate as per our terms of business, as laid out in Section 5, clause iii.

11) **RENT REMITTANCES**

Rent is usually paid to us by cheque or standing order. We undertake to forward the balance of the rent, less any deductions for commission, expenses, contractors' invoices etc., within 3 working days of the receipt of cleared funds into our account.

12) **TENANCY ACCOUNTING**

Initial statements will be emailed to you upon receipt of signed contracts.

Should Brinkley Estates Ltd be required to prepare an annual income and expenditure statement for the HM Revenue and Customs, Brinkley Estates Ltd will charge £66 including VAT for this service.

Should you require Brinkley Estates Ltd to create a letter for miscellaneous circumstances; a fee of £39 including VAT will be charged for this service

13) **INSURANCE**

Your property and contents must be comprehensively insured. You must inform your insurers of your intention to let the property as failure to do so may mean rejection of any future claim. Brinkley Estates Ltd can provide a range of specialist insurance for rental properties. Please ask for further details.

14) **RENTAL PROTECTION AND LEGAL EXPENSES INSURANCE**

Brinkley Estates Ltd will administrate, as approved Representatives of our chosen referencing company, the provision of a Rent Protection and Legal Expenses Warranty. Your acceptance of the policy and its Terms and Conditions will be detailed in the Key Points and Benefits information booklet outlining the eligibility, exclusions and general terms. A Rent Protection and Legal Expenses Schedule will be emailed to you within 21 days of the tenancy commencement date should you select this service. This product is only available to Landlords whose Tenancy meets the set criteria and on acceptance from the referencing company. The cost of this product is available on request.

15) PRIOR TO LETTING

You agree upon signing these Terms and Conditions of Business to comply at all times with the following:

- i. Gas Safety (Installation and Use) Regulations 1998 as amended. Brinkley Estates Ltd will arrange a Gas Safety Certificate, chargeable to you, should you not supply us with a satisfactory CP12.
- ii. A copy of the Energy Performance Certificate (EPC) with a rating of E or above, should be held by us before marketing of the property commences. We can arrange for an EPC at a cost of £78 inc. VAT.
- iii. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993. On signing these Terms and Conditions of Business you declare to Brinkley Estates Ltd that all upholstered furniture or furnishings supplied in the Property to let complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993.
- iii. The Electrical Equipment (Safety) Regulations 1994. These regulations require that all electrical equipment supplied must be safe to use. Whilst there is no mandatory requirement for equipment to undergo any safety testing, Landlords have a duty of care to ensure that all electrical equipment is safe.

Whilst there is no mandatory requirement for Landlords to have the Electrical equipment or wiring checked, Brinkley Estates Ltd recommends all Landlords to have a Periodic Inspection Report for an electrical installation carried out.

Landlords should be aware that whilst there is no mandatory requirement for testing, non-compliance of The Electrical Equipment (Safety) Regulations 1994 carries severe penalties and the possibility of a prison sentence.

- iv) Legionnaire's disease – The Owner is legally responsible for carrying out a risk assessment for Legionnaire's Disease before letting the Property and for maintaining control measures to minimise the risk of the disease in the water system while the Property is let.
- iv) The Sex Discrimination Act 1975
- v) The Race Relations Act 1976
- vi) The Disability Discrimination Act 1995
- vii) Plugs and Sockets (Safety) Regulations 1999. These regulations require that plugs and sockets in the property are safe and do not cause a danger and are compliant with current safety standards.
- vii. Unless we have agreed to do so prior to the commencement of the tenancy, you are responsible for ensuring that the property is in good condition for letting. In particular, it must be professionally cleaned and be in good repair with all appliances in working order.
- viii The owner is legally responsible for installing and maintaining working smoke alarms required under

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, to ensure that on the day that the tenancy begins, a smoke alarm is fitted on each storey of the premises on which there is a room used wholly or partly as living accommodation and a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; these must be tested at the commencement of the tenancy.

16) THE RENT ACT 1977 AND THE HOUSING ACT 1988

We will only deal with applications for Fair Rents or other Court or Tribunal matters by special arrangement. Additional charges will be made for all work of this nature.

17) PURCHASE

In the event that you sell the property that we have let for you and the tenancy is to continue, then in your own interest you must ensure that the Purchaser agrees to pay the commission due to us in respect of the remainder of the tenancy (and any extension), after completion on the sale. If this is not done, you will be liable to pay it yourself even though you no longer receive the rent.

18) VAT

Except where otherwise stated our fees and any other charges will be subject to VAT at the appropriate rate or any other tax, which may take its place.

19) INTEREST

Interest is payable on any fees due to us, if not paid on the due date, at the rate of 4% above the NatWest base rate, or such other rate that might replace it, from the date the payment is due to the date payment is made both before and after judgement.

20) VARIATION OF TERMS

Please note that any variation to the foregoing terms and conditions will only be valid if agreed in writing by the Managing Director of Brinkley Estates Ltd.

21) COMPLAINTS PROCEDURE

Should you have any problems with Brinkley Estates Ltd's service, which you are unable to resolve with the branch, you should write to the Managing Director for a final response on behalf of the Company.

Should you remain dissatisfied you can refer this to The Property Ombudsman Scheme, TPO (www.tpos.co.uk) and abiding by the TPO Code of Practice, may disclose information relating to the property to the Ombudsman, should it relate to a complaint against Brinkley Estates Ltd or its monitoring of Brinkley Estates Ltd's compliance with the Code of Practice.

22) DECLARATION

It is important that you fully understand the terms and conditions of these Terms and Conditions of Business

as once instructed, it is a legally binding document that you will be bound by.

By agreeing to the Terms and Conditions of Business you declare that you are the legal owner of the Property. If you are agreeing with Power of Attorney, this should be attached to this document.

We will never pass your personal details onto other organisations, without your express permission. See Section 24, below.

23) RIGHT TO CANCEL

Where the Terms and Conditions of Business are signed by a consumer client within the home or within their place of work, the client has the right to cancel the contract. Cancellation will be accepted if it is sent, delivered or emailed in writing to the Lettings Director, 120 Wimbledon Hill Road, Wimbledon Village, London, SW19 7QU within 14 days of the date of these Terms and Conditions of Business being signed. Whilst retaining the right to cancel the Terms and Conditions of Business within 14 days, the client hereby authorises the Agent to immediately begin effective marketing of the Property. Should the Right to Cancel be exercised, the client will be liable for any reasonable expenses incurred which may include costs for advertising and marketing, but would not exceed £400 plus VAT. Should a let be agreed prior to cancellation and result in contracts being executed, the agreed agency fee would be due, notwithstanding that cancellation took place.

24) GDPR

We will pass your details onto members of Brinkley Estates Ltd and other carefully selected companies which deal with properties or property related matters as required during your property rental, only once you have opted-in, in accordance with GDPR rules. Upon signing the Confirmation of Instruction, you will be opting-in to our GDPR system. Further information and our Privacy Policy can be found at www.brinkleys.co.uk.

FOR YOUR INFORMATION INSTRUCTION OF SOLICITORS

Should any rent arrears or breaches of covenant be brought to our attention you will be informed. Thereafter, should legal action be thought necessary you will be responsible for instructing your own solicitor and for any fees or charges pertaining thereto.

We cannot take legal action on your behalf, as the tenancy contract is between the Landlord and Tenant not ourselves. We can recommend a solicitor if you require.

INCOME TAX

If you are residing in the United Kingdom during the Tenancy, your income from the property is treated as unearned income and you will be taxed like any other investment. It is your responsibility to seek advice regarding your tax, through your accountant.

Brinkley Estates Ltd is legally bound to comply with the Taxes Act 1988, section 42a The Taxation of Income from Land (non-residents) Regulations 1995. If you are residing overseas we can provide you with an NRL1 form from HM Revenue and Customs. HM Revenue and Customs will contact you with an exemption/approval number which must be given to us with a copy of your letter from HM Revenue and Customs, prior to letting the Property, with a copy of the exemption letter supplied by HM Revenue and Customs.

With this exemption number Brinkley Estates Ltd is able to pay your rental to you without making any deductions for tax. It is then your responsibility to deal with your tax returns in the usual way.

Should exemption not be received and your contact address for Brinkley Estates Ltd's purposes is overseas, Brinkley Estates Ltd is obliged by law to deduct tax at the basic rate from the rent received and pass this over to HM Revenue and Customs on a quarterly basis. No interest is payable on monies held. It may be that payments made to HM Revenue and Customs exceed your liability however, it will be your responsibility to claim it back and any overpayments from HM Revenue and Customs directly at the end of the tax year when you complete your Self Assessment Tax Return.

Brinkley Estates Ltd cannot accept anything other than an Inland Revenue number for Tax Exemption under this scheme.

Should HM Revenue and Customs contact Brinkley Estates Ltd, requiring any information relating to NRL tax during the tenancy, a fee of £24 including VAT will be charged to cover administration costs on your behalf.

Brinkley Estates Ltd reserve the right to cancel these Terms and Conditions of Business with immediate effect if you are in significant breach of these Terms and Conditions of Business. In this case no refund of commissions will be due to you.

DEPOSIT SCHEMES – INFORMATION

Properties under our management service are registered through Brinkley Estates Ltd (optional).

