



Landlord Terms Of Business

By signing this document, you agree to the terms set out. You agree that Middleton Estates can advertise your property on all internet portals and social media. You also agree to giving access to the property stated and allow us to erect a board on the premises of the property. *

Office Details:
 Middleton Estates & Co Limited
 Trading as - Middleton Estates
 72b High Street, Shoreham, West
 Sussex, BN43 5DB
 01273 454878

*This also includes all other properties you instruct us to act as your agent, whether the instruction is given verbally or in writing.

Property Address _____

Rent (per Calendar Month) £ _____ **Available from** _____

Landlord name('s) _____

Landlord Number _____

Access _____ **Board** _____ **EPC** _____ **GSC** _____

Passport _____ **Proof of ownership** _____ **Proof of residents** _____ **Other** _____

Fee's & Service

Fee's – Please tick the service you would like. <small>By ticking the box and agreeing to the terms of business you are agreeing to pay these fee's.</small>	Manage & Rent protection	Full Management	Tenant find only
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing / Let / Tenancy Set Up	£199.00 plus vat	£199.00 plus vat	£399.00 plus vat
Monthly Management	10% plus vat	8% plus vat	None to pay
Tenancy Renewal	£50.00 plus vat	£50.00 plus vat	£50.00 plus vat
Deposit Registration (DPS)	INCLUDED	INCLUDED	£25.00 plus vat
Inventory	INCLUDED	INCLUDED	£50.00 plus vat
Gas Safety Certificate	£80.00 plus vat	£80.00 plus vat	£80.00 plus vat
Energy Performance Certificate	£80.00 plus vat	£80.00 plus vat	£80.00 plus vat

Landlord Initials _____

Service	Manage & Rent protection	Full Management	Tenant find only
Rental assessment – A member of staff will estimate the rental value in the current market conditions and recommend the type of tenant who would be most suitable.	✓	✓	✓
Marketing – We will market the property to all online portals, our website and registered applicants. We will update you each week with feedback.	✓	✓	✓
Referencing – We reference all potential tenants through Blinc referencing, unless agreed otherwise. You as the landlord will be able to see these references once complete. If required we will ask for a guarantor to guarantee the payment of rent if the tenants fail to pay.	✓	✓	✓
Required documentation – Gas safety certificate, Energy performance certificate and any electrical appliances need to be provided. We can provide this at an extra fee.	✓	✓	✓
Tenancy agreement – We will draw up a new tenancy agreement with your new tenants and provide you and your tenants a copy. On managed properties, you agree to give us the right to sign this on your behalf as your managing agent, if you want to sign as 'Landlord' you can also do so.	✓	✓	✓
Transfer of utility bills and council tax – You agree for us to provide the relevant information to 'The Tenant shop' who will provide this service free of charge.	✓	✓	✓
Inventory – We will arrange an inventory and condition for move in and move out, and use this for any disputes made against the deposit. We can provide this for a tenant find service at an extra fee.	✓	✓	
Registration of Security Deposit – As managing agent, you give us the right to register the deposit that the tenant has given us to the 'Deposit Protection Scheme'. The Deposit shall be returned to the tenant once authorised by the landlord after any disputes have been finalised. Unless otherwise stated. We can provide this for a tenant find service at an extra fee.	✓	✓	
Management visits – A management visit will incur after 3 months of the tenancy start date and then yearly from the tenancy start date. The visits details will be passed on to the landlord to discuss any further action.	✓	✓	
Maintenance – You shall be informed of any maintenance works, we shall then obtain quotes and go ahead with works. No works will go ahead without the permission of the landlord. Payment can be taken out of the rent. You also accept that we can add a fee to the cost of the works as a admin fee.	✓	✓	
Tenancy Renewal – We will contact the tenant to negotiate terms for the tenancy to be continued. If your tenant gives notice to vacate we will notify you and advertise the property to let.	✓	✓	
Eviction service – We will provide steps to evict the tenant and obtain legal aid if necessary. This may incur an additional fee.	✓	✓	
Rent Guarantee - This is provided by Blinc and details will be provided to you separately.	✓		
Legal Expenses – This is provided by Blinc and details will be provided to you separately.	✓		



Your Obligations:

Taxes

If you are resident outside the UK for more than six months a year or are a Company / Trust registered abroad, you agree to apply to HMRC to receive your rental income without the deduction of tax, enabling you to pay your tax by annual self-assessment. In the absence of such approval (evidence by a certificate) we must deduct tax from rental income and pay these monies to the Inland Revenue on your behalf. If your tenant pays rent to you directly this legal responsibility will lie with the tenant. You agree to pay all property taxes for periods when the property is not tenanted. You agree to keep your own records for VAT and personal taxation purposes.

Mortgage Lender Consent

You agree to obtain consent to let the property from your mortgage lender (if any) and inform us of any special conditions. We may require sight of such content.

Freeholder/Head Lessee Consent

You agree to obtain freeholder /head lessee consent to let the property and advise us of any restrictive covenants in the head lease. We may require sight of such content.

House in Multiple Occupation (HMO)

You must have an HMO license granted by the local authority and agree to comply with the relevant planning, building regulations, and environmental health, safety, and fire regulations. We may require sight of your HMO license.

Post and Notices

If the property was your residence prior to letting you agree to arrange for postal redirection (at your additional cost) and in all cases, provide us with an address in England or Wales for the service on you of legal notices.

Money Laundering

At our request, you will provide us with any necessary evidence to allow us to comply with Money Laundering Regulations.

Insurance

You agree to ensure your property together with its fixtures and fittings with a reputable insurer to its full re-instatement value, and to hold landlord's buildings and contents insurance (all at your additional cost).

Gas Safety

You agree to repair or replace any faulty gas appliances and have every gas appliance and flue at the property safety checked at the start of our agency then annually during periods when it is tenanted using Gas Safe registered engineers to comply Gas Safety (Installations and Use) Regulations 1998 (all at your additional cost)

Electrical Safety

It is your responsibility that the electrical installation and electrical appliances in your property are safe when tenants move in and maintained in a safe condition for the duration of any tenancy, using qualified contractors. You must comply with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets (Safety) Regulations 1994. All electrical installation work must comply with Part P of the Building Regulations for England and Wales.

Legionella Disease

You agree to carry out a Legionella risk assessment at the start of our agency and then every two years (all at your additional cost).

Energy Performance Certification

You agree to provide us with a valid EPC (Energy Performance Certification) for your property prior to the commencement of marketing.

Instruction Manuals

You agree to provide instruction manuals for all appliances at the property together with details of manufacturer's guarantees, extended warranties and any service contracts.

Keys

You agree to provide keys together with any entry and / or car park fobs, communal entrance codes and/ or keys and any alarm codes and instructions for each named tenant. All window keys should be left at the property to be noted on the inventory.

Maintenance

You agree to keep the property in "good repair" as defined by Section 11 of the Landlord and Tenant Act 1985 (at your additional cost)

Account Float (Fully managed and Manage & Protect Services)

You agree to install a smoke alarm one each floor of the property and a carbon monoxide detector in rooms containing an appliance that burns solid fuel. All alarms must be checked they are in working order on the first day of a tenancy and upon a change of sharer. Should an alarm become faulty during tenancy you agree to install a replacement.

Damage Disputes

In the event of a damage dispute between you and your tenant, you will pay all contractors' invoices for the work required to bring the property into re-lettable condition. Funds will be repaid to you accordingly to the Approved Deposit Scheme, adjudicators' final report.

House Builders Guarantee

You agree to provide us with details of any House Builders' Guarantee.

Security during Void Periods

You are responsible for the security of your property during periods when it is not tenanted.

Inventory Accuracy

You agree to inform us within seven days if you dispute the accuracy of an Inventory or Check Out report that is available to you.

Landlord Initials _____



Breach of Tenancy

You agree to instruct a solicitor (at your additional cost) to serve notices in the event of a breach of tenancy unless you benefit from our Eviction or Repossession Services.

Furnishings

You agree to remove or replace (at your additional cost) all furnishings which do not comply with the Furniture and Furnishings (Fire) (Safety) regulations 1988

General Terms

Right to Vary

We may give you one month's written notice to vary these Terms of Business

Right to Terminate

We may terminate our agency at the end of a tenancy by giving you fourteen days written notice. If you are in breach of your obligations under these Terms of Business and / or in breach of your obligations under a Tenancy Agreement we may give you fourteen days written notice to remedy the breach and if you do not do so we may terminate our agency immediately. You may terminate our agency at the end of a tenancy. When you continue to let to a tenant or occupier who we introduced then you agree to pay us an Agency Termination Fee equivalent to twelve months' commissions plus VAT. In respect of a proposed tenancy where the applicant has passed referencing you may terminate our agency and abort the tenancy subject to paying us a Tenancy Abort Fee equivalent to not less than one weeks' rent plus VAT.

Assignment

We reserve the right to assign all our rights and obligations under this agreement

Buyer Introduction Fee

If you sell the property to a tenant or occupier who we introduced into the property you agree to pay us a fee of 1.25% (one and a quarter per cent) plus VAT of the agreed sales price as a Buyer Introduction Fee subject to a minimum fee of £2,400 (including VAT). Upon settlement of our fee invoice we will waive our entitlement to the Agency Termination Fee plus 8-week period to sell first.

Indemnity

You agree to indemnify and compensate us against all claims arising from discharging our duties under these Terms of Business, together with any penalties or fines that are imposed upon us because of your failure to comply the legislation or official notices. If you elect not to take up insurance cover for loss of rent, legal costs associated with regaining possession or accidental or malicious damage to the building or contents we will not be held liable for any of your associated losses, provided these do not arise from our negligence, we do not accept any liability in respect of your tenant(s), their guest(s) or any third-party loss or injury arising out of the condition of your property. We do not accept any liability for any loss or damage that you suffer through any act, default, omission or failure by any third party instructed by us.

General Authority

By signing these Terms of Business, you are confirming that you have full legal right to let out all the properties on which we receive your instructions. If there is more than one legal owner, then all the owners must each sign and each owner will be jointly and severally liable for all the obligations.

Written Direction

You agree to inform us in writing of any of the events listed below:

- Notice to terminate our agency
- Notice to terminate a Tenancy Agreement
- Notice of your intention to regain possession of your property
- Notice to vary the terms on which we are instructed
- Approval to work more than our Delegated Spend Limit
- Change to your bank account details
- Change to your UK residency status
- Change to your contact details
- Legal exchange or completion of a sale of your property
- Legal proceedings, bankruptcy or insolvency orders made against you.

Conflicts of Interest

We will tell you as soon as reasonably practical about circumstances which may give rise to a conflict of interest. For example, if a partner, director or officer of the local office own or have a financial interest of 24% or more in a business or contractor engaged to provide services to you or if we are proposing a tenancy which would involve a member of staff.

Contractors

Contractors will be instructed on your behalf by us as your Agent and invoices will be raised in your name and you will be liable for settlement. From time to time contractors instructed by us may pay commission to us. Where we are satisfied that the service provided by the contractor is competitive and your interests are not adversely affected, we may accept such commissions for our own benefit and not account them to you.

Utility Suppliers

We reserve the right to appoint the utility companies supplying the property and these suppliers may pay us commission. You consent to us retaining such commission.

Interest on Client Monies

We retain all interest on Client Monies to cover our bank and administration charges

Landlord Initials _____



Data Protection

We will act as Data Controller in respect of all data that we hold on you, the property and the tenant and we may share this data with our suppliers and our franchisor. To comply with DATA Protection legislation, we have a responsibility to keep your information and that of any tenant or occupier confidential. We will only use this information if our fees are not paid, if specifically required to do so by law when changing account details with utility providers and the local authority or if a contractor invoice has not been settled by you

Legal jurisdiction and Service of Notice

These terms shall be governed, constructed and enforced in accordance with the law of England, Wales, Scotland and Northern Ireland depending on where the local office is located. Any notices of legal proceedings to be served in respect of this agreement shall be deemed to be sufficiently served if sent by ordinary first class or airmail post and it is agreed that all proceedings may be served in English without the necessity for translation into any other language. The provisions for the services of notices are that if either party delivery by hand any notices or documents to the other by 5pm, the document will be deemed delivered on the next working day, which excludes Saturdays and Sundays and bank holidays; and if the notices or documents are sent by first class post they will be deemed delivered two working days later which excludes Saturdays, Sundays and bank holidays.

Advertising

We may use your property for editorial features and advertising purposes unless you instruct us otherwise

Boards

We reserve the right to erect our Advertising Board for the duration of the contract plus additional faults managed services. Us as the agents reserve the right to retrieve the board at any time

Access

During an active tenancy, you may only gain access to the property prior agreement with the tenant, unless in circumstances of genuine emergency, we will not be responsible for arranging access for other agents acting on your behalf

Fees and Commission

For the initial term of the tenancy and for any extension including statutory periodic tenancies, tenancies extended through 'tacit relocation' and periods where the tenant continues in occupation on a violent profits or mesne profits basis, you remain liable to pay our fees and commission. We will deduct these from any monies received under these Terms of Business, from rents received under the Tenancy Agreement, monies paid as insurance claim settlements from any deposit monies paid to you as compensation. Fees and Commissions will be deducted in advance from rent paid in advance. Tenant Finding Service fees and commission will be deducted in advance for the whole term of the tenancy and no refunds will be made if you invoke a tenancy break clause when our fees were pre-paid for the whole term of the tenancy.

Limitations of Liability

Our maximum liability under these Terms of Business (whether in respect of the services, damages, breach, indemnity or otherwise, not about death or injury) shall not in any circumstances exceed the amount of the sums paid by you to us for the provision of the services in the preceding six months. We shall have no liability to you for any loss, damage, costs, expenses or other claims arising from any documentation information or instructions supplied by you which are incomplete, inaccurate, illegible or have any other fault. Except in respect of death or personal injury caused by our negligence, we shall not be liable to you because of any representation (unless fraudulent) for any loss (whether indirect or direct) including consequential loss, loss of goodwill and all other such loss however caused under this agreement.

Unpaid Account

Should our fees and commission invoices remain unsettled after 30 days an interest charge of 4%per annum above NatWest base rate calculated daily, can be applied to the outstanding debt.

Signing Documentation

We as your managing agent have the right to sign tenancy agreements on your behalf.

Landlord Initials _____



Declaration:

I / We instruct you on the basis of a **sole agency agreement / joint agreement** for a period of time until I / We state otherwise.

Landlord:

I / We agree to be bound by these terms of business.

I / We are residents in the UK for tax purposes. Yes / No

I / We confirm we have the right to let this property.

Landlord Name _____

Signature _____

Date _____

Estate Agent:

I agree to be bound by these terms of business.

Agent Name _____

Signature _____

Date _____

Landlord Initials _____