



**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** \_\_\_\_\_ **EICR** \_\_\_\_\_

**Passport** \_\_\_\_\_ **Proof of ownership** \_\_\_\_\_ **Proof of residents** \_\_\_\_\_ **Other** \_\_\_\_\_

<b>Fees – Please tick the service you would like.</b>	<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>	<b>Tenant find only</b>
By ticking the box and agreeing to the terms of business you are agreeing to pay these fees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing / Let / Tenancy Set Up	£499 plus vat	£499 plus vat	£499 plus vat	£699.00 plus vat
Monthly Management	14% plus vat	12% plus vat	7% plus vat	None to pay
Tenancy Renewal	£50.00 plus vat	£50.00 plus vat	£50.00 plus vat	£50.00 plus vat
Deposit Registration	INCLUDED	INCLUDED	£25.00 plus vat	£25.00 plus vat
Inventory	INCLUDED	INCLUDED	£75.00 plus vat Furnished properties incurs fee of £20 + vat	£75.00 plus vat Furnished properties incurs fee of £20 + vat
Gas Safety Certificate	£90.00 plus vat	£90.00 plus vat	£90.00 plus vat	£90.00 plus vat
Energy Performance Certificate	£90.00 plus vat	£90.00 plus vat	£90.00 plus vat	£90.00 plus vat
Electrical (EICR ) Report	As per table below	As per table below	As per table below	As per table below

**Landlord Initials** \_\_\_\_\_

EICR Certificate Costing – Valid for 5 years

FLATS

Studio Flat	£140	INCLUSIVE OF VAT	<input type="checkbox"/>
1 Bed Flat	£145	INCLUSIVE OF VAT	<input type="checkbox"/>
2 Bed Flat	£165	INCLUSIVE OF VAT	<input type="checkbox"/>
3 Bed Flat	£175	INCLUSIVE OF VAT	<input type="checkbox"/>

HOUSES

1 Bed House	£155	INCLUSIVE OF VAT	<input type="checkbox"/>
2 Bed House	£170	INCLUSIVE OF VAT	<input type="checkbox"/>
3 Bed House	£180	INCLUSIVE OF VAT	<input type="checkbox"/>
4 Bed House	£195	INCLUSIVE OF VAT	<input type="checkbox"/>
5 Bed House	£245	INCLUSIVE OF VAT	<input type="checkbox"/>

ADDITIONAL COSTING

Additional consumer unit/Storage Heater Consumer ( Additional Pages and Testing )	£90 Inclusive of Vat
Reissue Satisfactory Certificate following remedial works	£18 Inclusive of Vat

I confirm that Middleton Estates should instruct the above ticked on my behalf

\_\_\_\_\_ Dated \_\_\_\_\_

I confirm I will instruct my own contractor and will supply Middleton Estates with the above Certificate as required by Law prior to any tenant/s moving into the property marketed .

\_\_\_\_\_ Dated \_\_\_\_\_

Landlord Initials \_\_\_\_\_

Service	Platinum	Gold	Silver	Tenant find only
<b>Rental assessment –</b> A member of staff will estimate the rental value in the current market conditions.	✓	✓	✓	✓
<b>Marketing –</b> We will market your property on Rightmove, Zoopla, Prime Location and On the Market, our website and through social media.	✓	✓	✓	✓
<b>Referencing –</b> We reference all potential tenants through HomeLets or Blinc referencing, unless agreed otherwise. You as the landlord will be able to see these references once complete.	✓	✓	✓	✓
<b>Complying with Legal Documentation –</b> We will issue tenants with a valid EPC, How to Rent Guide, Bank Details for Rent, Valid EICR report and a Gas Safety Certificate if valid for your property.	✓	✓	✓	✓
<b>Tenancy agreement –</b> We will draw up a legally binding tenancy agreement 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.	✓	✓	✓	✓
<b>Rent Collection –</b> We will collect the rent on the given agreed date and send through text and email alerts to notify the landlord when payment has landed. Payprop will also send monthly statements for accounts purposes. This payment will arrive to you within 72 hours of the tenants payment. The 1 <sup>st</sup> Months rent can take up to 5 working days.	✓	✓	✓	
<b>Inventory –</b> We will arrange for a photographic and written inventory and schedule of condition to be undertaken. Meter readings will be taken where access is possible and this report will be signed by your tenant forming the basis of any disputes when they vacate. A physical copy or electronic copy will be sent to you the landlord through Ghost Inventory Systems.	✓	✓		
<b>Registration of Security Deposit –</b> 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.	✓	✓		
<b>Management visits –</b> A management visit will incur after 3 months of the tenancy start date and then yearly from the tenancy start date. The visit details will be passed on to the landlord to discuss any further action if required.	✓	✓		
<b>Maintenance –</b> 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 an admin fee.	✓	✓		
<b>Tenancy Renewal –</b> 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.	✓	✓		
<b>Rent Review –</b> We will update you on rental market values allowing you to increase the rent by 8% per annum should your property fall below market value.	✓	✓		
<b>Check Out &amp; Dispute Service–</b> We will conduct the check out at the property, updating you on the condition upon vacating, we will then handle the deposit release with approval from the landlord and remedy any disputes or works necessary.	✓	✓		
<b>Eviction service –</b> We will provide steps to evict the tenant through relevant notice required.	✓	✓		
<b>Rent Guarantee Service –</b> This is provided through Blinc or HomeLets and details will be provided to you separately.	✓			
<b>Legal Expenses –</b> This is provided through Blinc or HomeLets and details will be provided to you separately.	✓			

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## **Your Obligations:**

### **Taxes**

If you are resident outside of 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. As of the 1<sup>st</sup> July 2020, you are required by Law to provide a valid EICR certificate. This certificate is valid for 5 years.

### **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 fourteen days if you dispute the accuracy of an Inventory or Check Out report that is available to you.

### **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

Landlord Initials \_\_\_\_\_



### **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 two 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

#### **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

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**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.

<b>Landlord Bank / Name on account</b>	
<b>Sort code</b>	
<b>Account number</b>	

**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 Initials \_\_\_\_\_



**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 \_\_\_\_\_