
Terms & Conditions 2016



Chartwell

Putney Wharf, Brewhouse Lane, London
SW15 2JX

020 8780 6790

RESIDENTIAL

info@chartwelluk.com www.chartwelluk.com

CHARTWELL RESIDENTIAL TERMS OF BUSINESS

INTRODUCTION

You have chosen to appoint Chartwell (UK) Limited t/a Chartwell Residential as your agents in connection with the Letting of the Property referred to in the Instruction Letter and, therefore, you need to read and understand our Terms and Conditions of Business which will form a contract between you and Chartwell Residential ("this Agreement").

In this Agreement, various words contain specific meanings as explained in the Definitions Section at Part 1 of this Agreement.

In return for our services, whether they are Letting, Re-Letting, Rent Collection, Property Management or Short Letting Services, you will pay us a fee which will be based on the commission rates set out in Part 2 and Part 3 of this Agreement.

You should particularly note that the fees for Letting and Renewal of Tenancies are payable not only for the Initial Period of the Tenancy, but also for the whole length of time that the Tenancy introduced by us, or the Occupant (as defined) remains in occupation of the Property.

Our management fees will only be payable while we are the Managing Agents, but our management must be for a minimum period of six months. You can terminate our Property Management Service at any time after that minimum period on giving us at least 30 days prior notice in writing. However, in that instance our letting fee will still be payable in connection with any Renewals to the same Tenant or Occupant at the rate specified in the Instruction Section and Part 3.

In the event that the Tenant or Occupant purchases the Property (either freehold or leasehold), or if you sell the Property to a third party who has been introduced to us, then you will also owe Chartwell Residential a commission equivalent to 1.2% inclusive of VAT of the purchase price and this will be due and payable immediately on completion of your sale. This is spelt out in Clauses 3.7 and 3.8.

You will see in that if you sell the Property with the Tenant or Occupant in occupation, that the fees due to Chartwell Residential continue to be payable by you unless the new owner of the Property agrees to be responsible for our fees in writing and we release you from this ongoing obligation.

Therefore, please read our Terms of Business thoroughly before signing. The above paragraphs form part of the Contract between us

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CHARTWELL RESIDENTIAL

TERMS AND CONDITIONS OF BUSINESS

Your agreement with us is to find a Tenant who is acceptable to you or for whom you provide authority for us to accept on your behalf in accordance with this Agreement. Commission will be charged in accordance with the commission and fees set out in Part 1 and Part 3 below subject to our minimum commission charges. We also charge if the Tenancy is extended or renewed as set out in Part 3. Wherever possible provided the Tenant is satisfactory, we will renew the letting. You agree to pay us commission and fees in accordance with the summary below for the Tenancy and for any extension or renewal of it whether or not you receive the rent.

Fees are generally payable in advance. The detail of the commission and fees is set out in Part 3 of this Agreement and a summary of our fees is in Part 2 below

PART 1

DEFINITIONS AND INTERPRETATION

In these Terms and Conditions the following expressions shall have the following meanings. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any party of this agreement.

Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

“Chartwell Residential” or **“Us” “Agent”** or **“We”** – Chartwell (UK) Limited. Company Number 05864591 Registered Office 73 Park Lane, Croydon, London CR0 1JG

“Deposit” or **“Tenancy Deposit”** – means a sum of money held by the Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.

“TDS” – The Dispute Service whose details are shown in the Tenancy Agreement.

“Prescribed Information” – the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

“Relevant Person” – a person who paid the Deposit or any part of it on behalf of the Tenant.

“Fixtures & Fittings” – References to fixtures and fittings relate to any of the Landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and Schedule of Condition supplied.

“Inventory and Schedule of Condition” – The document drawn up prior to the commencement of the Tenancy, which

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includes details of the condition of the Property and the Fixtures and Fittings at the commencement of the Tenancy.

"Head or Superior Lease" – A Lease (if any) under which the Landlord himself holds, or owns the premises and which contains the obligations of which the Landlord, or his Tenants in turn, may be bound

"Initial Letting Period" - Shall mean the full length of the term of any tenancy entered into and for the purpose of calculation of fees due hereunder shall not take into account any termination clause or right to terminate any tenancy (whether or not the same is exercised) or any earlier forfeiture surrender termination or repudiation of same.

"Landlord" or **"Your"** or **"You"** - The Landlord named in the instruction letter or its/his/her successors in title or assigns, or any person claiming through or under the Landlord.

"Property" – any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord at the Property address specified in the instruction letter. When the Property is part of a larger building, the Property includes the use of common access ways and facilities.

"Rent" - Shall include any sum taken as a Premium or consideration for the grant, extension or renewal of the Tenancy.

"Stakeholder" – means any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the court.

"Superior Landlord" – People persons or organisation to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

"Tenancy" or **"Term"** - The fixed term of the Tenancy Agreement and any extension or continuation of it whether fixed term or periodic.

"Tenant" - Anyone entitled to possession of the Property under a Tenancy Agreement.

"Utilities" – This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

"Water Charges" – This includes charges, rates or costs relating to water, sewerage and environmental services

"Joint and Severally liable" – *each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.*

PART 2

COMMISSION AND FEE SUMMARY

You are responsible for paying our Commission when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by us; sight of any marketing or advertising material produced by us or by our instructions; by way of introduction from an existing occupier introduced by us; or through the work carried out by you or any other agent where this occurs during the period of our sole agency.

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2.1 LETTING AND RENT COLLECTION 12% of the total rent payable during the Tenancy including VAT (10% plus VAT) save for Short Lets (see 2.5) Reduced to 9.6% including VAT (8% plus VAT) if Chartwell Residential is instructed as sole letting agent. We confirm that this applies to any part of the Terms and Conditions that refer to letting commission being charged at 12%. All other terms remain as laid out in this Agreement. Based on an agreed initial asking price of £2,000.00 pcm this commission will be £2,880.00 including VAT based on a term of one year. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.

2.2 LETTING, RENT COLLECTION AND MANAGEMENT 19.2% of total rent payable during the Tenancy including VAT (16% plus VAT). Based on an agreed initial asking price of £2,000.00 this commission will be £4,608.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower reduced to 15.6% including VAT (13% plus VAT) if Chartwell Residential is instructed as sole letting agent. We confirm that this applies to any part of the Terms and Conditions that refer to letting and management commission being charged at 19.2%. All other terms remain as laid out in this Agreement. Based on an agreed initial asking price of £2,000.00 pcm this commission will be £3,744.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.

2.3 ADMINISTRATION FEES (See 3.4)

2.4 FURNISHING/REFURBISHMENT- (See 5.3)

2.5 SHORT LETS – 24% including VAT (20% plus VAT) in accordance with 3.1.4 (these are lettings of less than six months). Based on an agreed initial asking price of £2,000.00 pcm for three months this commission will be £1,728.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.

2.6 INTEREST CHARGES

Chartwell Residential's fees are payable on demand, as and when they fall due, in accordance with Clause 3.1.1. We reserve the right to charge interest on any amounts outstanding 2 months after the fees due date. Interest will be charged from the date the fees become due at the annual rate of 4% above the Bank of England's base rate.

Subject in all cases to a minimum letting and rent collection fee of £780 including VAT and a minimum letting rent collection and management fee of £1,020 including VAT.

Please continue to read the entire Agreement before signing it as your signature will confirm agreement and acceptance of these terms.

PART 3 COMMISSION AND FEES IN MORE DETAIL

On our finding a Tenant who is accepted by you or whom you have given us authority to accept on your behalf our commission will be charged as follows:

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INITIAL TENANCY AND ANY RENEWAL/EXTENSION

3.1 LETTING AND RENT COLLECTION ONLY

- 3.1.1** 12% of the total rent payable under the terms of the Tenancy agreement for the entire length of the Term of the Tenancy, including VAT; Based on the agreed initial asking price of £2,000.00 pcm this commission will be £2,880.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.
- 3.1.2** The total amount falls due at the commencement of the Tenancy and will where possible be deducted from the initial and/or subsequent rent payment(s) received from the Tenant.
- 3.1.3** On any renewal or extension or continuation of the Tenancy whether agreed in writing or if the Tenant simply remains in possession and holds over, we charge 12% of the total rent payable for the entire length of the extended or renewed term including VAT. This sum will where possible be deducted from the initial and/or subsequent rent payments received from the tenant upon extension or renewal.
- 3.1.4** **SHORT LETS** The charge for a Tenancy of less than six months. Our fees for Short Lets, is 24% including VAT payable in advance for the Term of the Tenancy. This charge will include provision of the full management, lettings and rent collect services. The total commission due for the term of the Short Let will be deducted in advance from the initial Rent payment(s). Based on the agreed initial asking price of £2,000.00 pcm for three months this commission will be £1,728.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.
- 3.1.5** In cases where we are not employed to collect rent throughout the Term of the Tenancy We require payment of the initial rent payment, or payments, from the Tenant in order to meet our commission which in any event is payable within 14 days of invoice.

3.2 MANAGEMENT SERVICES

- 3.2.1** **LETTING RENT COLLECTION AND MANAGEMENT** In addition to the sums stated in 3.1 an additional 7.2% of the total rent payable under the Term of the Tenancy Agreement including VAT is payable for our full management service. Based on the agreed initial asking price of £2,000.00 pcm this commission will be £4,608.00 including VAT. By signing this Agreement you acknowledge that if the eventual achieved rental price for the Property is higher or lower than the agreed initial asking price, the commission payable by you will be proportionately higher or lower.
- 3.2.2** **MANAGEMENT ONLY** In cases where we are not employed to collect rent throughout the Term of the Tenancy, we require payment of the initial rent payment, or payments, from the Tenant in order to meet our commission which in any event is payable within 14 days of invoice.
- 3.2.3** **TERMINATION OF MANAGEMENT** You or Chartwell Residential may at any time terminate our management appointment by giving 30 days notice in writing but save where Chartwell Residential give such notice this does not prevent us recovering all commission due for management up to the date of termination under this Agreement.

3.3 REPAIRS AND STATUTORY OBLIGATIONS

3.3.1 Where Chartwell Residential are employed to manage the Property then clause 3.2.3 applies during the whole of the Term of the Tenancy. Chartwell Residential have authority to carry out repairs to the Property (including the replacement maintenance servicing or repair of any furniture, furnishings, appliances, equipment or machinery) up to the limit of £600 including VAT save in the circumstances set out in the following clause.

3.3.2 Chartwell Residential have the authority to carry out any appropriate action pursuant to all Statutes and Regulations and to incur such expenditure as they deem necessary to comply with same. In particular, Chartwell Residential may instruct any Gas Safe registered engineer at your expense to carry out any repairs or works needed to comply with any recommendation or requirement relating to any gas appliance or pipe work in the Property. You fully indemnify Chartwell Residential against all costs, claims, damages and expenses and other payments made pursuant to this authority or arising out of any breach or non observance or non performance by Chartwell Residential and/or you of such Statutory obligations or Regulations, Rules and orders.

3.4 ADMINISTRATION CHARGES – on any Tenancy

3.4.3 In all cases an administration charge of £192 including VAT shall be paid by you upon the commencement of the Tenancy, and upon any extension of the Tenancy an administration charge of £120 including VAT shall be paid by you. This is your contribution towards our costs of preparing the Tenancy Agreement and any extension agreement. We will also take a similar contribution from the Tenant to make up our full costs incurred.

3.4.4 In all cases where we are required to take and register a Deposit from the Tenant, we will charge an administration charge of £36 including VAT to cover our costs of registering the Deposit with TDS on your behalf. This charge will become due at the start of any new tenancy as well as any renewal.

3.4.5 In all cases where we are asked by you to assist with any claim against the Deposit upon the expiry of the Tenancy, we will charge an administration charge of £120 including VAT to cover our costs in compiling the documentation required by TDS.

3.4.6 In all cases where we are asked to prepare annual rent and expenditure statements to be sent to you and/or to your accountant if requested, we will charge an administration charge of £96 including VAT per statement.

3.5 MINIMUM CHARGES

3.5.1 Our minimum letting commission is **£780** including VAT

3.5.2 Our minimum letting, rent collection and management commission is **£1,020** including VAT

3.5.3 Once an offer for letting is accepted by both parties and documentation forwarded to you, you will be liable for a cancellation fee of **£600** including VAT if you decide not to proceed.

3.6 PAYMENT TO YOU

Chartwell Residential will provide monthly statements and will endeavour to transfer monies due to the Landlord (less any deductions due under the provisions of this agreement) within five working days of receipt. It may occasionally take up to ten working days to clear. In the event of rent default an invoice will be sent by us to you separately and is payable within 14 days of the date of the invoice.

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3.7 PURCHASE OF THE PROPERTY BY A TENANT OR THIRD PARTY

In the event that a Tenant or any person or body corporate associated with such a Tenant introduced by us purchases the Property or an interest in it (either after entering into a Tenancy Agreement or otherwise) then commission shall be payable to us on completion of such sale in addition to any other commission payable to us at the rate of 1.2% including VAT. You authorise payment to us upon completion.

3.8 SALE OF THE PROPERTY- CONTINUING FEES

In the event that You sell the Property to a third party whilst the Tenant remains in occupation You remain liable to pay us our fees for the whole of the duration of the Tenancy/period that the Tenant remains in occupation of the Property unless, to our satisfaction, You procure that the new owner of the Property enters into an Agreement with us on substantially the same terms to this Agreement, in which case We will release You in writing from further liability to pay us fees under this Agreement.

3.9 THIRD PARTY INTRODUCTIONS

In the event of a third party (whether a person or body corporate) associated with a Tenant or occupant entering into a subsequent Tenancy without there existing any intervening Tenancy, commission shall be payable to us at the commencement of the Tenancy. This shall be at the rates described in Part 2 or Part 3 whichever is appropriate.

3.10 REFUNDS

Please note that if the Tenant validly terminates a Tenancy pursuant to a break clause we will give a refund on a pro rata basis of management fees already paid by you. No refund of commission will be given in the event that you terminate a Tenancy during the fixed term, regardless of whether this is pursuant to a break clause.

3.9 VAT

Value Added Tax will be chargeable on all commission at the prevailing rate, which is currently 20%. By signing this Agreement you acknowledge that the rate of VAT made change from time to time, which would result in the total cost also changing. All fees contained in this Agreement are shown inclusive of VAT, unless specified to the contrary.

PART 4 PRE-INSTRUCTION REQUIREMENTS

4.1 SUB-LETTING

If you are a tenant or a lessee it is essential that: (1) The intended letting is permitted by your lease; (2) The intended letting is for a period expiring prior to the expiry of your lease; (3) Your landlord's written permission is obtained in writing prior to the sub-letting. You warrant to Chartwell Residential that you have all such permissions and authorities

4.2 MORTGAGES

Where the Property is subject to a mortgage, permission is normally required from the Mortgagee to let or sublet the Property. You hereby warrant to Chartwell Residential that you have obtained your mortgagee's permission in writing to sub-let. Please note that applying for permission after a tenant has been found could prejudice the Tenancy.

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4.3 INSURANCES

You must ensure that your building and contents insurance cover is adequate and that the policy cover furnished lettings; please note that many household policies do not automatically provide such cover. You warrant to Chartwell Residential that such insurance cover is in place throughout the Term of the Tenancy.

4.4 FITTINGS AND EQUIPMENT

You must ensure throughout the Term of the Tenancy that all equipment, electrical or otherwise, provided with the Property is fully operational and safe and, if possible, recently serviced, prior to the commencement of a Tenancy. You warrant to Chartwell Residential that all such equipment is operational and safe.

4.5 THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 (AS AMENDED)

It is a criminal offence to let a property with upholstered furniture or soft furnishings containing foam that cannot be proven to comply with these Regulations. The Regulations required that the specified items must be match resistant, cigarette resistant and carry a permanent label. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it.

4.6 THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

All gas equipment, pipe work, flues and appliances must accord with these Regulations including annual inspections by a Gas Safe registered engineer and records maintained of work undertaken. A safety inspection must be completed satisfactorily prior to any letting and a Report provided to the Tenant. You warrant to Chartwell Residential that these Regulations have and will continue to be fully complied with by you for the Term of the Tenancy. Please note that failure to provide the Tenant with a Gas Safety Certificate before service of a Section 21 Notice to terminate an AST tenancy, will render such notice invalid.

4.7 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

You hereby warrant to Chartwell Residential that **all** electrical appliances plugs sockets and wiring as set out in the Inventory and Schedule of Condition and the electrical supply at the Property is safe and will not cause danger and complies with all statutory requirements throughout the Term of the Tenancy. From 1 January 1997 all new electrical appliances must carry a 'CE' mark and Instruction booklets or clear working instructions must be provided. Newly installed plugs and sockets must also comply with regulations, any such works must be carried out by a competent person.

4.8 SMOKE ALARMS AND CARBON MONOXIDE DETECTORS

From 01 October 2015, you must ensure that smoke alarms are fitted on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance. In addition you are required to have the detector and alarms tested prior to the start of the Tenancy and to hold records of such tests. We can arrange fitting of the alarms and detectors (if required) prior to the start of the Tenancy and testing of the appliances prior to the start of the Tenancy, subject to your payment of our costs for doing so. Our costs will depend on the type of alarm to be installed and we will give you a quote before completing the work for your prior approval. By signing this Agreement, you acknowledge that maintenance of the appliances is your liability during the Tenancy.

4.9 LEGIONNAIRE'S DISEASE

In order to comply with the Health and Safety Executive's Code of Practice, you must carry out a risk assessment at the Property prior to letting it. By signing this Agreement you acknowledge that the safety of the Tenant at the Property is your responsibility and confirm that you have considered all risks of legionnaire's disease.

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4.10 HOUSES IN MULTIPLE OCCUPATION (HMOs)

If the Property is an HMO pursuant to the Housing Act 2004, you warrant to us that the Property has been licensed with the relevant authorities and that no further licences are required to let the Property and that you have and will continue to comply with all requirements of the licence and the Housing Act 2004 in relation to the HMO. It is your responsibility to determine whether you need a property licence and to obtain one if required. You agree to keep us fully indemnified against all losses, costs or damages we might incur due to your failure to obtain a licence. If we become aware that the Property is let in the manner which requires a licence and you refuse to obtain one, we reserve the right to terminate our instruction immediately and to inform the Tenant and the local housing authority of the situation.

4.11 ENERGY PERFORMANCE CERTIFICATE

In accordance with the Energy Performance of Building Certificate of Inspection (England and Wales) Regulations 2007 and any statutory re-enactment thereof you must provide Chartwell Residential with a valid Energy Performance Certificate prior to Chartwell Residential marketing the Property. We are able to arrange for an EPC to be undertaken on your behalf should you wish us to do so at a cost of £150 including VAT, which includes the cost of the Energy Assessor. Please note that failure to provide the Tenant with a valid EPC before service of a Section 21 Notice to terminate an AST tenancy, will render such notice invalid.

4.12 You fully indemnify Chartwell Residential against all costs, claims, damages and expenses and other payments made pursuant to this authority or arising out of any breach or non observance or non performance by Chartwell Residential and/or you of such statutory obligations or Regulations, Rules and orders.

4.13 Further you undertake to ratify whatever Chartwell Residential shall do in the proper performance of their management service and to indemnify Chartwell Residential against all costs, claims, payments and expenses incurred by Chartwell Residential.

4.14 You hereby indemnify Chartwell Residential against any payment of Council Tax or Rates (if any) payable in respect of the Property.

4.15 The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. We will check this information on your behalf at the start of the Tenancy but if we do not manage the Premises it will be the responsibility of the Landlord to ensure that the work permit or visa are renewed and checks carried out prior to the due date. It will also be the legal responsibility of the Landlord to check any new person forming the Tenant or any additional occupier over the age of eighteen years. Failure to do so could result in a penalty. We have no liability if the Landlord fails to do so.

4.16 DATA PROTECTION ACT 1998

The Landlord hereby consents to the Landlord's Agents (Chartwell Residential) processing data, any information, and personal details on or of the Landlord as defined in the Data Protection Act 1998.

4.17 HOUSING ACT 2004

All private dwellings must comply with the Housing Health and Safety Rating System (HHSRS) which is a means that the local authority can use to measure hazards and risk of injury at properties.

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If at any time on or after 01 October 2015, the Tenant makes a written complaint regarding the condition of the Property and you do not provide an adequate response to this complaint within 14 days of the date of the complaint, the Tenant may forward a complaint to the relevant local housing authority resulting in the relevant local housing authority serving a relevant notice (being a notice served under Section 11 of the Housing Act 2004 in relation to category 1 hazards; a notice served under Section 12 of the Housing Act 2004 in relation to category 2 hazards; or a notice served under Section 40(7) of the Housing Act 2004 in relation to emergency remedial action) in relation to the complaint on you. If the relevant local authority makes such an order, you will not be entitled to serve a valid Section 21 Notice seeking possession of the Premises from the Tenant for a period of six months.

To avoid the serious consequences set out above which would lead to a significant delay in recovering possession of the Property from the Tenant, you must respond to any written complaint made by the Tenant within 14 days. Such response must include a description of the action that you propose to take to address the complaint and set out a reasonable timescale in which such action will be completed.

PART 5

DESCRIPTION OF SERVICES

5.1 LETTING AND RENT COLLECTION SERVICE

The services included for our commission of 12% are:

- 5.1.1** Introduction of a prospective tenant for the Property.
- 5.1.2** Instructing an external credit referencing agency to carry out a status reference (but not including any charges for company investigations should these be requested) and forwarding to you for approval.
- 5.1.3** Negotiating the terms of the Tenancy between you and the Tenant.
- 5.1.4** Collecting and holding the Deposit as Stakeholder payable by the Tenant against rent arrears and dilapidations as stipulated in the Tenancy Agreement (see part 7) and in accordance with the Housing Act 2004.
- 5.1.5** Using reasonable attempts to collect rent from the Tenant on your behalf.
- 5.1.6** Demanding rent in the absence of payment which will take the form of a series of letters to the Tenant requesting payment.
- 5.1.7** Forwarding you the net rent. If rent is received in cheque form it can take ten days for cheques to clear through the UK banking system.
- 5.1.8** Preparing rent statements and sending these to you and/or to your accountant if requested, subject to your payment of our costs incurred in doing so of £96 including VAT per statement.

5.2 LETTING, RENT COLLECTION AND MANAGEMENT

The services included for our total commission of 19.2% are:

- 5.2.1** The services detailed in 5.1 above.

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5.2.2 Making every effort to notify service companies (telephone, gas, water, electricity) at the termination of the Tenancy.

5.2.3 OUTGOINGS

We will pay out of rents received current outgoings such as ground rent, council tax, insurance premiums and any service charge and/or maintenance charge or similar contribution to shared expense and account to you regularly. We must be placed in sufficient funds at the commencement of the Tenancy and during the term of the management, to enable us to meet all expenditure prior to the rent collection dates. Please note, that you are expected to instruct your insurance company, the local authority, etc., to send their accounts to us. Although we shall do our best to query any obvious discrepancies we are entitled to accept and pay without question demands and accounts which appear to be in order. In particular, we cannot accept responsibility for the inadequacy of any insurance cover or for the verification of service/maintenance charge demands or estimates where applicable. It is important that we receive full written instructions regarding any insurance premiums for which you are responsible and which you wish us to pay.

5.2.4 REPAIRS AND REPLACEMENT

We shall deal with day to day management matters including minor repairs up to a maximum of £600 including VAT for any one item. Except in an emergency, wherever practical we will obtain estimates for the required work and submit these to you for approval in respect of works or redecoration, renewal or repairs likely to cost more than £600. An additional administration fee of 12% including VAT of the total cost is charged for this work. We will send you a property management sheet for completion by you prior to the commencement of the Tenancy setting out your emergency contact details as well as details of any guarantees or insurance policies you hold which may cover required repairs and maintenance at the Property.

5.2.5 PROPERTY VISITS AND DEFECTS

Our management service will include non-expert investigation of defects which come to our notice or are clearly and adequately brought to our attention by the Tenant. If instructed to do so we shall visit the Property on a periodic basis at an additional charge of £60 including VAT per visit. By signing this Agreement, you acknowledge that our visits can extend only to apparent and obvious defects and will not amount in any way to a structural survey of the Property. We cannot accept responsibility for hidden or latent defects.

5.2.6 TERMS OF MANAGEMENT APPOINTMENT

Our management appointment is for the Initial Letting Period and thereafter as long as the Tenancy continues subject to 30 days notice to terminate on either side. We must be placed in sufficient funds at the commencement and, if necessary, during the period of management, to enable us to meet all expenditure prior to the rent collection dates. 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 funds on your account.

5.2.7 VOID PERIOD

Our management service does not include security or supervision of the Property during a void period, although in the course of finding you a tenant, periodic visits may be made to the Property by our lettings staff. Instructions can be given for further visits for a fee of £60 including VAT for each visit. Visits can be made only during office hours. If you require us to oversee any refurbishment works or deal with maintenance issues during a void period, we can do so subject to your payment of our supervisory charges as set out in clause 5.2.4 of this Agreement. By signing this Agreement, you acknowledge that our visits can extend only to apparent and obvious defects and will not amount in any way to a structural survey of the Property. We cannot accept responsibility for hidden or latent defects.

5.3 FURNISHING/REFURBISHMENT

We have considerable experience in dealing with refurbishing properties, both partial and total refurbishment. We can accept instructions to supervise any refurbishment works, subject to your agreement to pay our administration fee of 12% including VAT of the total cost of the refurbishment.

PART 6 GENERAL INFORMATION

6.1 THE RENT

Unless otherwise agreed, the rent charged to the Tenant will be inclusive of all outgoings for which you are responsible (ground rent, service charges etc) with the exception of gas, electricity, telephone service, water charges fuel and council tax.

6.2 RENT REMITTANCES

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

6.3 INVENTORIES

We can, if required, instruct established independent inventory clerks to act on your behalf upon the basis that you bear responsibility for their charges. While care will be taken in giving your instructions to inventory clerks, we cannot accept liability for any error or omission on their part.

6.4 TENANCY AGREEMENT AND NOTICE

Unless we are instructed otherwise, we will use our standard form of Tenancy Agreement. If you choose instead to use your own solicitors to prepare the Tenancy Agreement, you will be responsible for all costs associated with this including the fees charged by the solicitor.

Notice to terminate an Assured Shorthold Tenancy at the end of the fixed term or in accordance with a break clause cannot be validly served unless the Tenant has been provided with a copy of the EPC, up to date Gas Safety Certificate (if applicable); the prescribed information relating to the deposit and the government's current "How to Rent" guide. Such a notice cannot be served until after 4 months from the date the tenancy agreement commenced.

6.5 INSTRUCTIONS TO SOLICITORS

We will inform you of any rent arrears or breaches of the Tenancy as soon as these are brought to our attention. However, if legal action is required, you will be responsible for instructing a solicitor and for all fees involved.

6.6 THE TAXES ACT 1988 AND THE TAXATION OF INCOME FROM LAND (NON RESIDENTS) REGULATIONS 1995

You are responsible for notifying Her Majesty's Revenue and Customs that you are letting the Property and to pay tax on all income received. If you reside abroad, HMRC will hold us, as your Agent, responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless you obtain an approval certificate pursuant to the Finance Act 1995. Accordingly, we will deduct tax from all rents received and forward this to HMRC at the appropriate rate. In the event that this results in an overpayment of tax, it will be your responsibility to liaise with the Inspector of Taxes directly and Chartwell

Initials: _____

Residential will not be liable for any refunds. We regret the necessity to make such deductions but you will appreciate we have no alternative in view of our responsibility to meet the tax liability on your behalf. We therefore ask you to let us know as soon as possible who will be dealing with your tax affairs in this country. We will charge £240 including VAT per annum for forwarding monies to HMRC.

6.7 COURTS AND TRIBUNALS

We can, by special arrangement attend a Court or Tribunal as a witness on your behalf subject to your payment of our administration charges of doing so calculated at the rate of £60 per hour including VAT plus expenses.

6.8 WAITING AT PROPERTIES

In the event that you instruct a contractor to attend the Property who is unable to collect keys from our offices or give a specific date and time of call, we can attend with the contractor but will charge waiting time at the Property of £50 per hour including VAT.

6.9 LANDLORD AND TENANT ACT 1987

If your address is outside England and Wales, 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 Management Centre for this purpose during such period as we manage the Property.

6.10 INTEREST

Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

6.11 COLLECTION OF RENT

If you instruct us to receive 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 cleared funds will be transmitted automatically into our account.

6.12 Instructions are only accepted by Chartwell Residential upon these Terms and Conditions which you have had the opportunity to fully consider and agree. Any variation must be agreed by both you and us in writing to be binding.

6.13 SERVICE INFORMATION

We trade as a limited company registered at Companies House under company number: 5864591

Our VAT number is: 771578104

We are members of the dispute scheme operated by Ombudsman Services (www.ombudsman-services.org)

We are members of the National Approved Letting Scheme and subscribe to the code of conduct of that organisation as well as its Client Money Protection Scheme.

Initials: _____

6.14 SERVICE

The provisions for the service of notices are that if either party deliver by hand any notices or documents which are necessary under the Agreement, or any Act of Parliament, to the other by 5pm or the last known address of the other party; the documents or notices will be deemed delivered the next working day, which excludes Saturdays, Sundays and Bank Holidays; or if the documents or notices are sent by registered or recorded delivery the documents will deemed delivered upon proof of the delivery being obtained; or if the documents or notices are sent by first class post, the documents or notices will be deemed delivered two working days later; which again excludes Saturdays, Sundays or Bank Holidays.

6.15 ACTS OF THIRD PARTIES

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

6.16 ASSIGNMENT

We reserve the right to assign our rights and/or obligations under this Agreement upon giving you three months' written notice.

6.17 SUB AGENCY

We may give details of the Property on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Property promptly.

6.18 NOTICE OF THE RIGHT TO CANCEL

If you sign this Agreement away from our offices, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 allows you the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you sign this Agreement.

To exercise the right to cancel, you must inform us of your decision in writing by post, email or fax. You may use the cancellation form attached but you are not obliged to do so. If you cancel this Agreement within the 14 day period, we will reimburse you for all payments received from you within 14 days and will not make any charges to your account with us, unless you have specifically requested that we begin work during the cancellation period and agree to be liable for the fees and costs incurred up to the date of cancellation. For this reason we will not begin work until after 14 days unless you sign to specifically request this in which case you will be liable to pay us an amount which is in proportion to the work we have done until you have communicated your cancellation to us.

PART 7 DILAPIDATIONS AND DEPOSIT

7.1 PROTECTION OF THE DEPOSIT

7.1.1 The Agent is a member of the TDS, which is a government authorised tenancy deposit protection scheme, administered by:

Initials: _____

The Dispute Service Limited PO Box 1255
Hemel Hempstead
Herts HP1 9GN
Phone 0845 226 7837
Fax 01442 253193
Website www.tds.gb.com
Email deposits@tds.gb.com

7.1.2 If the Tenant pays a Deposit in connection with an AST the Deposit must, from the moment that it is received, be dealt with in accordance with a government authorised tenancy deposit protection scheme; we will give the Tenant and any Relevant Person the Prescribed Information about the Deposit; and comply with the initial requirements of TDS within the statutory time limit, which is currently 30 days.

7.1.3 If we receive an AST deposit on your behalf, we will serve the Prescribed Information and comply with the initial requirements of TDS on your behalf unless you give us prior written instructions to the contrary before we receive the Deposit. If we do not hold and protect the Deposit, it will be your responsibility to do so and to serve the Prescribed Information relating to the Deposit on the Tenant within the statutory time limit, which is currently 30 days. Failure to protect the Deposit and/or comply with the initial requirements of the TDS scheme within the time limit will mean that you will be unable to serve a valid Section 21 Notice and the Tenant may bring a claim against you for compensation under the Housing Act 2004, being an amount of between 1 and 3 times the amount of the Deposit at the Court's discretion plus the return of the Deposit. By signing this Agreement, you indemnify us against any losses we suffer as a result of your failure to properly protect the Deposit.

7.1.4 We will hold the Deposit during the Tenancy as Stakeholder. Interest earned on the Deposit will belong to the person entitled to it under the Tenancy Agreement.

7.1.5 At the end of the Tenancy, we will liaise with you to ascertain what, if any deductions, you propose to make from the Deposit, or have already agreed with the Tenant. Once you and the Tenant have agreed how the Deposit should be allocated, we will ask you both to confirm this agreement in writing. We will then pay out the Deposit according to what you have agreed within 10 days of receiving confirmation of this agreement. If you have joint tenants, all of them must agree to the deductions.

7.1.6 If there is a dispute about the Deposit at the end of the Tenancy, you must use reasonable endeavours to reach a sensible solution with the Tenant as soon as practicable after the Tenancy ends. If the Tenant asks us to repay the Deposit to them and we do not do so within 10 days, the Tenant is able to notify TDS who will then direct us to pay the disputed amount of the Deposit to them. We will have 10 days from and including the date that we receive this direction to send the money to TDS. Either party may refer a dispute about the Deposit to TDS.

7.1.7 A copy of the TDS rules and the process for dealing with disputes can be viewed and downloaded from www.tds.gb.com.

7.1.8 If the Tenancy is not an AST, the Deposit does not have to be protected by law. However, TDS will make its independent alternative dispute resolution process available to you as our client as we are a member of their scheme, subject to payment of a fee of £600 including VAT or 10% of the value of the Deposit plus VAT, whichever is the larger amount

7.2 Our Standard Tenancy Agreement provides that when we manage the Property, upon the end of the Tenancy, an independent inventory clerk appointed by us will determine whether or not there are any dilapidations accrued or cleaning needed but not the cost of those dilapidations or cleaning. If we do not manage the Property it will be your responsibility to instruct an inventory clerk directly.

7.3 If there is any dispute between you and the Tenant over these matters either party may sue the other in the local County Court to determine the issues between you.

7.4 Any work done by our staff in connection with any dispute will be charged to you at the rate of £60 including VAT per hour.

**PART 8
INCORRECT INFORMATION**

8 The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

I/We wish Chartwell Residential to undertake:	<i>tick where applicable</i>
Letting	<input type="checkbox"/>
Letting plus rent collection	<input type="checkbox"/>
Letting, rent collection and Management	<input type="checkbox"/>
Signed by Landlord..... Date	

To comply with Money Laundering legislation and to verify identity I/ We enclose:	
Copy of passport/ Full driving licence with photograph	<input type="checkbox"/>

My/ Our Bank details are:
Account name:
Bank:
Account no:
Sort code:

Initials: _____

To verify address I/We enclose:

UK RESIDENTS

Copy of recent utility bill (other than mobile bill)/
current full UK driving licence(provided not already used to verify identity)/
current local authority tax bill/
recent bank or building society statement.

NON-UK RESIDENTS

As above and including certificate of utility pre-payment/
current full driving licence issued by country of residence (provided not already used to verify identity)/
recent statement issued by reputable bank or financial institution in home country of residence.

CORPORATES

To verify the legal existence of the company please send us one of the following:
Certificate of incorporation and evidence of company's registered address (eg. Companies House form)/
Memorandum & Articles of Incorporation/
Government Business Licence/
Partnership Agreement/
Trust Deed/
Letter of verification from UK lawyer or regulating body.

CERTIFICATE OF OWNERSHIP/RESIDENCE

I/We hereby certify that I/We (jointly) own the property known as

.....
.....

("the Property")

Land Registry no

which I/We have instructed Chartwell Residential to Let (and Manage) and that the Property was my/our principal private residence (YES/NO) at the time and if there are joint owners that both/all are aware of and agree to the letting of the Property.

I/We certify that I/We am/are resident/non resident in the UK for tax purposes and my/our address is:

.....

I/We confirm that there are no major repairs, construction or maintenance works; any planning permission or other fact or condition of which I/we are aware due to be carried out at the Property, adjoining property or the building of which the Property forms part which may affect the letting of the Property except as noted below:

.....

I/We authorise Chartwell Residential to use photographs of my/our property in any marketing material (YES/NO)

Request for us to begin work during the Statutory Cancellation Period

If you are entitled to a 14 day cooling off period we will not begin performance of the service set out in this Agreement unless you have requested that we do so in writing. You may do so by signing below.

I/We hereby give notice that I/we have read the Notice of Right to Cancel contained in this Agreement and I/we request that the service set out in this Agreement commences immediately. I/We acknowledge that this means that I/we will be liable for all fees and expenses incurred between now and my/our later exercise of the right to cancel if I/we later exercise it.

Name(s):

Address:

Signature(s):

Date:

Signed Date.....

Full Name printed

Signed Date.....

Full Name Printed

CANCELLATION FORM

If you decide to cancel this Agreement during the cancellation period, you must do so in writing. You may use this form but it is not compulsory to do so provided that the same information is provided in whichever alternative format you choose to use.

Your cancellation notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights, you can contact your local Trading Standards department or your nearest Citizen’s Advice Bureau.



Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT

To: Chartwell Residential

Address:

Email:

I/We hereby give notice that I/we cancel my/our contract for the service set out in this Agreement.

Name(s):

Address:

Signature(s):

Date: