



# Hartswood

10 Bedford Corner  
The Avenue  
London  
W4 1LZ

t: 020 8994 8400  
info@hartswoodproperty.co.uk

## LANDLORDS INSTRUCTION

Property Address:

Available from:

I/We  
(all legal owners to be named)

hereby appoint Hartswood to act as our agent and authorise them to take all necessary steps for the purpose of providing the following service:

- Letting - 12% of the gross annual rent inc VAT 6% inc VAT for retaining the tenant(s) upon renewals  
e.g At an achieved monthly rent of £                      the fee payable will be £                      inc VAT
- Rent Collection - 15% of the gross monthly rent inc VAT  
e.g At an achieved monthly rent of £                      , the fee payable will be £                      inc VAT of the monthly rent
- Management - 18% of the gross monthly rent inc VAT  
e.g At an achieved monthly rent of £                      , the fee payable will be £                      inc VAT of the monthly rent

hereby confirm that I/we have read, fully understood and accept the terms and conditions set out overleaf;

give permission for a To Let board to be erected where possible to assist in the marketing of the property;

confirm we have obtained the necessary consent to let the property from the mortgage provider and/or Head Lessor if subject to a mortgage or lease;

will notify my/our insurance company(s) of the intention to let the property, will maintain the insurance and obtain any additional insurance cover required;

acknowledge that Hartswood have made me aware of my/our obligations in respect of The Electrical Equipment (Safety) Regulations 1994, the Smoke & Carbon Monoxide Alarm Regulations 2015 and all my/our legal obligations regarding the statutory gas certificate, in respect of The Gas Safety (Installation and Use) Regulations 1998, which is required by law to be in place for the entire duration of all tenancies;

will ensure that all furniture and furnishings comply with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended in 1993);

confirm that I/we have taken the necessary steps to obtain an Energy Performance Certificate (EPC) inline with the Government Legislation introduced on 1<sup>st</sup> October 2008 and will provide Hartswood with a copy of the certificate prior to marketing or alternatively instruct Hartswood to arrange for a EPC to be carried out on my/our behalf at the cost of £108 (inc VAT);

A Home Information Pack (HIP) is not required.

Grant Hartswood absolute discretion to execute repairs up to a value of £250 without prior consent from me/us (Management Service only);

indemnify Hartswood against all costs associated with emergency repairs and other works carried out at the absolute discretion of Hartswood in my/our interest (Management Service only);

understand any tenancy is subject to contract and approved references obtained from an external referencing agency and should I/we choose to take out the Rent Guarantee and Legal Expenses cover I/we will be charged a fee of \*£360.00 (inc VAT) for Hartswood to administer the policy as the insured party.  
\*Cost may vary.

Signed as Landlord(s) of the above mentioned property:

.....  
Signed on behalf of Hartswood:

Dated .....

.....

Dated .....



## Individually Negotiated Special Terms

### 1. Definitions

In these Terms and Conditions, the following words mean:

- 1.1 "we/us/our" - Hartswood
- 1.2 "Landlord/you/your" - the person(s) named overleaf and any successors in the title being the owner(s) of the property.
- 1.3 "the property" - the property referred to overleaf or any part of it including any garage, outbuildings, fixtures, fittings and those appliances and items of furniture listed in the inventory but excluding any common parts.
- 1.4 "Tenant" - any Tenant or Tenants occupy the property.
- 1.5 "tenancy" - the tenancy granted to the Tenant, including any initial period or any extension, renewal, holding over, or any statutory periodic tenancy to which the Tenant is, or may become, entitled.
- 1.6 "rent" - the rent to be paid by the Tenant under the terms of the Tenancy Agreement.
- 1.7 "Deposit" - the deposit to be paid by the Tenant under the terms of the Tenancy Agreement.
- 1.8 "ICE" - independent case examiner.

### 2. Letting Service

In providing this service to you we will:

- 2.1 Carry out an inspection of the property and advise you on the decorative condition, furnishings, expected level of rent and any steps you may need to take to comply with all the relevant fire and gas safety regulations or other legal requirements.
- 2.2 Immediately place the property on the Internet; circulate details of the property to national and international companies, embassies and relocation agents; advertise in the local press and specialised publications; arrange viewings.
- 2.3 Arrange for appropriate status enquiries to be made on all prospective Tenants. Every tenancy being subject to our being in receipt of satisfactory references.
- 2.4 An administration fee of £510 inc VAT will be charged for the drawing up of the Tenancy Agreement and the subsequent registering of the deposit with the Tenancy Deposit Scheme; this fee will drop to £144 inc VAT for the drawing up of any extension documentation and the continued registration of the deposit.
- 2.5 Arrange for an Inventory Clerk to compile an inventory (at your request and at an additional cost to you) itemising every article of furniture, fixtures, fittings and household effects in the property, noting the respective condition and state of repair.
- 2.6 Arrange for the Tenant to be checked in to the property (at your request and at an additional cost to you) by an independent Inventory Clerk at the commencement of the tenancy.
- 2.7 Arrange for the Tenant to be checked out of the property (at your request and at an additional cost to you) by an independent Inventory Clerk at the end of the tenancy.
- 2.8 Receive and hold the Tenant's deposit in accordance with the terms of the Tenancy Agreement.

### 3. Rent Collection Service

If you have instructed us to collect rent on the property, in addition to the above we will:

- 3.1 Advise on, demand and account to you for the rent for the duration of the tenancy and pay the appropriate net amount into your nominated bank account once it has cleared our account. Rent is due each month and you should allow seven days for cleared funds to be available for transfer to your account.
- 3.2 Make formal demand for and take all other reasonable steps necessary (without issuing court proceedings) to recover any arrears of rent. Rent Guarantee and Legal Protection policies are offered through external insurance companies and are available upon request. Hartswood except no responsibility for any loss suffered by you should a Rent Guarantee or Legal Expenses policy claim prove to be unsuccessful.

### 4. Management Service

If you have appointed us to manage your property the following will also apply:

- 4.1 Arrange for a detailed inventory to be compiled by an independent, professional Inventory Clerk. The cost of compiling the inventory along with the cost of both the check in and check out procedures to be borne by you.
- 4.2 Carry out periodic inspections as necessary and submit a written report to you detailing the condition of the property.
- 4.3 On your behalf, and at your cost, we will arrange any repairs, servicing or maintenance of the property that may be required to maintain the property in a good standard. We will not incur any costs likely to exceed £300.00 inc VAT in relation to any one item (on any one occasion) without first notifying you, except in the case of emergencies. On the occasions unknown contractors need access to the property, i.e. the authorised repair company for equipment where a guarantee or insurance policy applies, for reasons of security; we would appoint a suitable person to wait at the property whilst the repair is affected. A charge will be made to you for their time and travelling costs.
- 4.6 When necessary, or at your request, we will supervise any redecoration/refurbishment or purchase items of furniture/equipment. At our discretion a co-ordination fee of £35 plus VAT per hour will be charged or 10% plus VAT should the total cost exceed £1000.00.
- 4.7 If you instruct us to do so and providing we have the necessary funds we will settle your outgoings and expenses in relation to the property.
- 4.8 Arrange for a statutory gas safety test to be carried out at your expense prior to being occupied by the Tenant and annually thereafter.
- 4.9 Notify the relevant local authority of the change of occupancy and arrange for gas, electricity and other service accounts to be transferred into the name of the Tenant at the commencement of the tenancy.

### Landlord's Initials:



4.9 The Financial Services Authority Regulations direct only the insured person named on the policy can make a claim. However, in the event of a possible insured incident occurring we will arrange for urgent repairs to take place and obtain estimates for you to forward to your insurance company. Our fee for this service will be charged at an hourly rate of £60 inc VAT.

4.10 If a property is unoccupied between lettings or prior to you taking possession of the property, we will charge a monthly Management fee of £60 inc VAT. For this fee we undertake to pay all accounts relating to the property and visit once a month. Any additional visits would be charged at £24 inc VAT per visit.

4.11 The deposit will be registered with the TDS when applicable and should there be any disputes at the inventory check out we would be unable to rectify them until such time as the TDS gives their approval. Therefore in order to relet your property as soon as possible a maximum of £1000 will be held back from the last months rent of each tenancy and any money due will be refunded to you by the TDS once the matter has been resolved.

## 5. Payment of Fees and Charges

5.1 The fees for the Letting Service are due and payable in advance for the full term of the tenancy.

5.2 The fees for the Rent Collection and Management Services are calculated monthly over the full term of the tenancy and are payable monthly in advance. The fee is due for the entire tenancy and is payable in advance at the beginning of the tenancy which will be deducted by us from the rent.

5.3 All other charges are due and payable when incurred and we reserve the right to withhold any part of the rent to meet these costs and/or to discharge them from any sum held by us on your behalf.

5.4 You remain responsible for all such fees and charges irrespective of whether or not the Tenant pays the rent.

5.5 Should you not sign these Terms but instruct us to start marketing and accept viewings on the property you will be bound by all of its terms.

5.6 Should a holding fee be taken from a prospective Tenant and the property is subsequently taken off the market to be held for them, should you withdraw for reasons other than non-satisfactory references you will become liable to pay an administrative fee of £60.00 (inc VAT) directly to Hartswood for costs incurred.

5.7 Hartswood has Client Money Protection (CMP) scheme reference supplied by ARLA Propertymark.

## 6. Tax: Non-Resident Landlords

6.1 There are stringent taxation laws applying to Non UK Resident Landlords and you will be required to obtain a Tax Exemption Certificate. Please contact our office for NRL1 application form(s). Should this certificate not be granted or is revoked during the period of management by our company we will charge a fee of £210.00 inc VAT per annum for the additional work involved in complying with the requirements of Inland Revenue.

6.2 If a Tax Exemption Certificate is not obtained we will retain an amount sufficient to meet our estimate of any such tax liability from the rent and you will indemnify us and keep us indemnified against all costs, claims, proceedings and legal costs or other expenses arising out of, or in connection with, any such tax (including any penalties or interest payable on it) to which we become liable.

## 7. The Tenancy Deposit

7.1 Hartswood is a member of the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts HP1 9GN; telephone: 0845 226 7837; web: [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) ; email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com); fax: 01442 253193.

7.2 If we are instructed by you to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

At the end of the tenancy covered by the Tenancy Deposit Scheme

7.3 If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

7.4 If, after 20 working days following notification of a dispute to us and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

7.5 You will incur an administration cost of £300 inc VAT payable to Hartswood should you require us to complete the necessary paperwork to submit a dispute to the ICE for adjudication on your behalf.

7.6 The statutory rights of either the Landlord or the Tenant to take legal action against the other party remain unaffected.

7.7 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

7.8 If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline us.

## Landlord's Initial



7.9 Hartswood must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

#### Incorrect Information

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

7.11 If you decide to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions you must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Scheme we will forward the Deposit to the DPS and register the details of the Tenancy on your behalf OR give you a cheque for the amount of the Deposit made payable to the Deposit Protection Scheme for you to forward within nine days.

#### 8. Sale of Property

8.1 If the freehold or long leasehold of the property is sold to the Tenant (or any other person or corporate body associated with the Tenant) during or within 6 months of the end of the tenancy, we will be entitled to a commission equal to 1.25% plus VAT of the purchase price, which will become due and payable on completion of such sale, e.g. for a purchase price of £200'000 the fee payable would be £3000 (inc VAT)

8.2 A fee of 1.25% of the sale price plus VAT at the rate applicable at the time of the sale will be payable should we successfully introduce a purchaser for the property, e.g. for a purchase price of £200'000 the fee payable would be £3000 (inc VAT)

8.3 If the freehold or leasehold of the property is sold with a current Tenant in residence our Letting Service fee will be applied for the remainder of the tenancy.

#### 9. General

We will endeavour to provide a professional quality service and in doing so we will adhere to the Consumer Protection from Unfair trading Regulations 2008, but we will accept no responsibility for any loss or damage suffered by you as a result of:

9.1 Any delay, failure or overpayment by us in relation to the settlement of your accounts relating to the property; or any failure in carrying out any inspection of the property to notice any latent defects or matters concealed from our representatives;

9.2 Any failure on the part of the Tenant to observe the terms of the Tenancy Agreement, or comply with any obligation imposed by statute;

9.3 Any defective workmanship or problems associated with contractors instructed to do work on your behalf;

9.4 Any failure by you to comply with all relevant government legislation, safety or other regulations;

9.5 Any failure by you to comply with the terms or any relevant lease, mortgage, or insurance policy relating to the property;

9.6 Any failure by you to maintain adequate insurance cover.

9.7 We will not instruct other agencies to assist in the renting of a property without your permission. If you give permission, as the instructing agent, we are liable at law for the actions of the sub-instructed agent and will be held responsible for any failures to comply with this Code of Practice by that sub-instructed agent even if that sub-agent is not a TPO Member.

#### 10. Reports

Any reports submitted by us relate only to the decorative state of the property and are not intended to be structural survey and should not be relied upon as such.

#### 11. Right to Cancel

You have the right to cancel this contract within 14 calendar days of signing provided that you have not entered into an Assured Shorthold Tenancy.

#### 12. Notice Period

The Rent Collection and Management service can only be terminated if it is proved that Hartswood have not carried out their duties as detailed in this agreement, at which point our Letting Service fee would become payable for the full term of the tenancy. Notice of termination would need to be a minimum of 3 months from either party.

#### 13. Complaints Procedure

As members of ARLA (Association of Residential Letting Agents) it is obligatory to notify you that in the first instance any client wishing to make a formal complaint should do so in writing to one of our Directors. Hartswood is a member of the Property Ombudsman Scheme (TPO), and subscribe to this Code of Practice for Letting Agents therefore should the complainant remain unsatisfied then the Landlord should pursue the matter via the TPO.

#### Landlord's Initials: