

Residential Lettings Terms of Business

Between

Bellgrange Estates Ltd

Hereafter referred to as "the Agent", "we", "us", "our" or "Bellgrange"

Date of Signing:

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Landlord 1 name:	Landlord 2 name:
Landlord 3 name:	Landlord 4 name:
(Jointly and severally liable, hereinafter referred to as "you", "	your" or "Landlord(s)")
If the property is jointly owned, please state the names of all owners the company registration number and registered office address must signatory.	
Let Premises Address:	
Landlord Home Address:	
Landlord Correspondence Address:	
The landlord(s) acknowledge that they have read, understood and a charges, and instruct Bellgrange to act on my/our behalf. Signed by	
Landlord 1 signature:	Landlord 2 signature:
Landlord 3 signature:	Landlord 4 signature:
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Please provide bank details of the account where you want the rent paid to:

NAME OF BANK	
ACCOUNT NAME (as shown on the account or card)	
SORT CODE	
ACCOUNT NUMBER	
If an overseas account, please state the currency in which you want to receive the rent (i.e., Sterling or other currency)	





LANDLORD SUMMARY OF SERVICES AND FEES (please refer to pages 5 and 6)

Service name	Bronze LETTINGS ONLY SERVICE	Silver LETTINGS ONLY SERVICE WITH RENT COLLECTION	Gold LETTINGS, MANAGEMENT and RENT COLLECTION SERVICE	Platinum LETTINGS, MANAGEMENT AND RENT COLLECTION ENHANCED SERVICE
Fee	6% of annual rent (7.2% incl. VAT)	7.5% of annual rent (9% incl. VAT)	9% of annual rent (10.8% incl. VAT) subject to a minimum fee of £45 + VAT pcm.	12% of annual rent (14.4% incl. VAT) subject to a minimum fee of £45 + VAT pcm.
Please select service required				
Market appraisal & agree the rental value	√	/	/	√
Provide guidance on compliance with statutory provisions and letting consents	1		V	√
Erect board outside property in accordance with Town and Country Planning Act 1990 (where possible)	/			/
Comprehensive marketing, including advertising on relevant portals to find the right tenant		/	\	\
Negotiate the best rental price in accordance with the landlords' guidelines	-	1	√	\
Carry out accompanied viewings (as appropriate)			√	1
Collect first rent payment from tenant, and transfer to landlord (by BACS) after deduction of relevant fees and expenses incurred	1	1	✓	√
Advise all relevant utility providers of moving in and moving out details, including meter readings where known	\			~
Negotiate Tenancy renewals, and draw up and arrange signature of tenancy renewal agreements	1		√	√
Landlord Licensing: Check if licensing is required for the property		√	√	√
Obtaining tenant references / credit checks including Tenants' identity verification/right to rent checks (additional charges apply)	*	*	*	√
Draw up and arrange signing of Tenancy Agreements	*	/ *	√ *	√
Rent guarantee with legal protection	/ *	√ *	/ *	√
Organise gas /electrical / EPC certificates, as required (charge to landlord)	/ *	√ *	/ *	√ *
Arrange pre and post tenancy professional cleaning	/ *	√ *	/ *	/ *



Protect the deposit with a registered government deposit protection scheme; Provide Tenant with deposit certificate and prescribed information within 30 days of the start of the Tenancy	√ *	√ *	√ *	√
Detailed inventory/check-in and check-out by inventory specialists, including smoke and carbon monoxide alarms check	*	√ *	√ *	√
End of Tenancy Security Deposit dilapidation negotiations or Deposit claim negotiation, compilation & submission	*	*	/ *	√
Advise on non-resident tax status and HMRC (if relevant)		√	√	√
Make any HMRC deduction and provide tenant with the NRL8 (if relevant)		√	1	√
Demand and collect the ongoing monthly rent, and transfer (by BACS), after deduction of relevant fees, and expenses incurred. Provide landlord with rent statement		4	~	√
Annual landlord statement (if required for tax purposes)		-	V	√
Pursue non-payment of rent and provide advice on rent arrears				\
Liaising with your tenant regarding all matters in relation to the tenancy (during the tenancy)			1	1
Undertake at least one property inspection per annum and notify the outcome to the landlord			1	
Dealing with maintenance issues, arranging routine repairs and instruct approved contractors if under £250.00. If over £250.00 obtain landlord approval (cost charged to landlord)				
Hold keys throughout the tenancy term (cost of key cutting to landlord)			V	-
24/7 online maintenance reporting				1

*Additional charges apply

Bellgrange Estates Ltd Residential Lettings Terms of Business apply to all levels of service

All lettings services include:

- Market appraisal & agree the rental value
- Provide guidance on compliance with statutory provisions and letting consents
- Comprehensive marketing, including advertising on relevant portals to find the right tenant
- Negotiate the best rental price in accordance with the landlords' guidelines
- Carry out accompanied viewings (as appropriate)
- Collect first rent payment from tenant, and transfer to landlord (by BACS) after deduction of relevant fees and expenses incurred



Rent Protection and Legal Expenses Warranty

(covers the landlord should the tenant default on their rent).

Please note that the rent guarantee must be arranged for the same term as the tenancy agreement, i.e. 6 or 12 months, renewable. If the tenancy is for a term longer than 12 months, the policy will be renewed each year for the term of the tenancy.

	SMART RENTAL PROTECTION	Please indicate if you wish to arrange
6 months	£82.50 + VAT (£99.00 inc VAT)	
12 months	£130.00 + VAT (£156.00 inc VAT)	
	SMART RENTAL PROTECTION PLUS	
6 months	£125.00 + VAT (£150.00 inc VAT)	
12 months	£180.00 + VAT (£216.00 inc VAT)	

SMART RENTAL PROTECTION

- Covers rental up to £5,000 per calendar month (p.c.m /p.m.)
- On a 6-month tenancy: Covers up to 4 months loss of rent (or until vacant possession if sooner)
- On a 12-month tenancy: Covers up to 5 months loss of rent (or until vacant possession if sooner)
- The first month's unpaid rent is not covered.
- Covers legal expenses authorised/incurred by FCC Paragon, including court costs to obtain vacant possession following non-payment of rent (total combined benefit up to a maximum of £50,000).
- Transferable contract If tenants vacate and you have remaining months left on the warranty you can transfer the
- benefit on to the new tenancy agreement (Subject to full terms and conditions).

SMART RENTAL PROTECTION PLUS

• Covers all the same as the above warranty, but also covers the first month's unpaid rent, so there is no exclusion period.

Should the landlord wish to renew the contract after the initial term, this may be arranged following a simple renewal procedure. Should you require to renew the contract you should inform us at least 4 weeks before the renewal date. Full terms and conditions for this policy are available on request. Please note that the landlord is responsible for complying with the policy requirements and its terms and conditions. The above are the terms of the FCC Paragon rent guarantee, and FCC Paragon will also carry out the referencing. From time to time, we may use other tenant referencing and rent guarantee providers, and if the terms and costs vary, we will inform you.



INVENTORY FEES:

Price includes detailed inventory and schedule of condition with digital colour photos, check-in, and also check-out; meter readings at check in and check out, testing smoke and carbon monoxide alarms at check in.

	Unfurnished	Furnished	Please indicate if you wish to arrange
Studio/1 bed	£200.00 (£240.00 inc VAT)	£210.00 (£252.00	
		inc VAT)	
2 Bed	£210.00 (£252.00 inc VAT)	£220.00 (£265.00	
		inc VAT)	
3 Bed	£220.00 (£264.00 inc VAT)	£230.00 (£276.00	
		inc VAT)	
4 Bed	£230.00 (£276.00 inc VAT)	£240.00 (£288.00	
		inc VAT)	
5 Bed	£240.00 (£288.00 inc VAT)	£250.00 (£300.00	
		inc VAT)	
Inventory update and check-in –	£130.00 (£156.00 inc VAT)	£140.00 (£168.00	
between tenancies, where we have carried out the initial inventory		inc VAT)	

- The above prices are based on the property having 1 or 2 reception rooms, or 1 or 2 bathrooms and 1 staircase. Additional rooms, such as additional reception rooms or studies, gardens, terraces, conservatories, cellars, additional staircase, garage, etc. will be charged at an additional £5.00 per room (£6.00 inc VAT).
- Additional bedrooms (i.e., more than 5) will be charged at £5.00 (£6.00 inc VAT) per additional bedroom.
- The above is a guide for properties with a standard amount of furniture and contents. Heavily furnished properties or properties with an excessive amount of contents, will be charged accordingly.
- Prices are for instructions on properties within a 5 mile radius of HA8 9LT. If further than 5 miles, additional fees apply, quote upon request.
- Only accessible rooms included (lofts and other difficult to access areas excluded)
- Any parking charges, congestion zone fees, tolls etc. will be charged accordingly.



ADDITIONAL NON-OPTIONAL FEES AND CHARGES - PRE-TENANCY FEES (ALL SERVICE LEVELS)

- **Set up per tenancy:** Referencing for up to 2 tenants (ID checks, Right-to-Rent check, financial credit checks, obtaining references from current or previous employers / landlords and any other relevant information to assess affordability (where applicable) as well as contract negotiation (amending and agreeing terms) and preparation of and arranging the signing of the tenancy agreement. **£155.00 (£186.00 inc. VAT)**
- Additional Tenant Referencing: (in excess of 2 tenants) £50.00 Per tenant (£60.00 inc. VAT)
- **Guarantor:** Covering credit referencing and preparing a Deed of Guarantee (or as part of the Tenancy Agreement). *Only applicable if a Guarantor is used* £50.00 Per guarantor (£60.00 inc. VAT)
- **Permitted Occupier:** Explaining to any permitted occupier their rights and responsibilities towards the named tenant(s) and landlord and adding to the tenancy agreement as appropriate. £50.00 (£60.00 inc. VAT) Per permitted occupier *Only applicable if a Permitted Occupier is included.*
- Land Registry Check: to ascertain the ownership of the property. £15.00 (£18.00 inc VAT)

OPTIONAL COMPLIANCE FEES AND CHARGES

(unless included in the service selected)

SERVICE	COST	Indicate if required Yes (Y) / No (N)
Deposit Registration: Register landlord and tenant details and protect the security deposit with a Government-authorised Scheme and provide the tenant(s) with the Deposit Certificate and Prescribed	£75.00 (£90.00 inc VAT)	
Information within 30 days of the tenancy start date.		
Energy Performance Certificate (EPC) (Landlords offering property for rent in England and Wales are required by law to provide prospective tenants with an Energy Performance Certificate (EPC) for their property - an EPC is valid for 10 years. Bellgrange will obtain a new certificate as required at £85 each.	£85.00 £102.00 (inc. VAT)	
Gas Safety Certificate (GSC) – required every 12 months, Bellgrange will obtain a new certificate each 12 months at £85 each.	£85.00 £102.00 (inc. VAT)	
Electrical Installation Condition Report (EICR) (Tenancy laws require any new tenancy from 1st July 2020 (and existing tenancies from 1st April 2021) to have an EICR, which will be valid for 3 - 5 years)	£190.00 (£228.00 inc. VAT)	
Portable Appliance Testing (PAT) (PAT testing law requires that all landlords make sure that their portable electrical appliances are safe and are suitable and used for the purposes intended. These appliances should always be maintained properly and remain in good working order.) – Up to 5 appliances. Additional appliances are £3.00 per test (£3.60 inc VAT)	£120.00 (£144.00 inc. VAT)	
Legionella Risk Assessment (Health and Safety legislation requires that landlords carry out risk assessments for the Legionella bacteria which cause Legionnaires' Disease and thereafter maintain control measures to minimise the risk.)	£105.00 (£126.00 inc. VAT)	
Installing Smoke alarms and Carbon Monoxide detectors, pre-tenancy, as appropriate (The landlord is responsible for installing a working smoke alarm on every storey of the property, and a working carbon monoxide alarm in any room with a solid fuel combustion appliance, at the commencement of a tenancy term.)	£55.00 per alarm (£66.00 inc. VAT) plus call out charge of £60 (£72.00 inc. VAT)	
Handling local authority licensing application Some privately rented homes in London need a property licence, depending on the local authority requirements). If your property needs a licence, you the landlord are responsible for obtaining it. Holding the correct property licence is a legal requirement and demonstrates that the property is suitable for occupation and managed to an acceptable standard. If a license is required for the property, complete the application on the landlord's behalf, and submit to the local authority	Cost of licence + £200.00 (£240.00 inc VAT)	
Visual check to comply with the Fitness for Human Habitation Act (FFHH) on the first day of the tenancy (If rented properties are not fit for human habitation because conditions are dangerous or unhealthy, tenants may be able to take their landlords to court.)	£125.00 per tenancy (£150.00 inc. VAT)	



OTHER OPTIONAL FEES AND CHARGES

SERVICE	COST	Indicate if required Yes (Y) / No (N)
Accompanied Check-in Fees (only applicable if inventory option was not taken the beginning of the Tenancy): Includes attending the property to welcome the tenant(s), confirm the Inventory and Schedule of Condition if available, check appliances for power, highlight the location of utility meters, providing utility meter readings if appropriate, and test that all smoke alarms and carbon monoxide detectors are present and in working order.	£130.00 (£156.00 inc. VAT)	
Arrange professional cleaning : If needed, we can arrange a professional clean for a property before a Tenant moves in, or at Check Out. This varies in price depending on the size of the property and the amount of work hours needed.	Cost of cleaning + 10% (12% inc. VAT)	
Additional Property Visits/Inspections : Should the landlord request property visits in addition to those included in the fees schedule, this covers the costs of attending the property.	£75.00 per visit (£90.00 inc. VAT)	
Check-out: (only applicable if Inventory option was not taken the beginning of the Tenancy). Attending the property to undertake a Check Out based on the original inventory	£135.00 (£162.00 inc. VAT)	
End of Tenancy Deposit Dispute : The costs associated with the preparation of all evidence and submitting the case to the tenancy deposit scheme as well as dealing with all correspondence relating to the dispute. This only applies where the agent has protected the deposit.	£150.00 (£180.00 inc. VAT)	
Right-to-Rent Follow-Up Check . Undertaking a repeat check in person on a time-limited visa in accordance with the Immigration Acts 2014 and 2016. Notifying the Home Office should an illegal overstayer be identified.	£75.00 (£90.00 inc VAT) per check	
Legal Notices: Fees for the service of Legal Notices (Section 8, Section 21, etc.):	£150.00 (£180.00 inc. VAT) per notice	
Vacant Property Management: Bellgrange visit an empty property once per month. This is a visit to undertake visual checks on the inside and outside, to advise you of any outstanding issues. Dealing with maintenance issues, arranging routine repairs and instruct approved contractors (cost to landlord) if under £250.00. If over £250.00 obtain landlord approval. Arrange collection and forwarding of any mail received (cost to landlord). Arrange thorough cleaning of your home prior to your return or letting (cost to landlord). Prices are for instructions on properties within a 5 mile radius of HA8 9LT. If further than 5 miles, additional fees apply, quote upon request. Any parking charges, congestion zone fees, tolls etc. will be charged accordingly.	£50.00 (£60.00 incl. VAT) per month	

OTHER FEES AND CHARGES

Contractor Commission: 10% of contractors invoice (12% inc VAT). To cover the costs associated with arranging and facilitating and overseeing the visit of a vetted professional tradesperson.

Submission of Non-Resident Landlords receipts to HMRC £45.00 (£54.00 inc VAT) per quarterly or annual return. To remit and balance the financial return to HMRC.

Additional HMRC Reporting: £120.00 (£144.00 inc VAT) per request. Responding to any specific queries relating to either the quarterly or annual Return from either the landlord or HMRC.

Providing an Annual Income and Expenditure Schedule: £80.00 (£96.00 inc VAT) annually.

Court / Tribunal Attendance: £100.00 (£120.00 inc VAT) per hour. (Min. charge £350.00 (£420.00 inc VAT), Travelling and other out of pocket expenses will be charged accordingly.

Deposit Transfer: £50.00 (£60.00 incl. VAT) per deposit. Should the landlord request any changes to a protected deposit during a tenancy, this covers the costs associated with legal compliance for said request.



LANDLORD PRE-TENANCY CHECKLIST

Below a list of points that we recommend are dealt with prior to the tenants moving in, to ensure the smooth start to the tenancy.

- Ensure that the property is thoroughly cleaned. Preferably use professional End of Tenancy cleaners. This can be
 expensive, but if the property has been professionally cleaned when the tenant moves in, then they are responsible
 for having it professionally cleaned when they move out, and if they do not, it is usually possible to claim the cost of
 professional end of tenancy cleaning from the tenant's deposit (but only if proof is available that it was
 professionally cleaned before they moved in)
- Check that all light bulbs are working, and replace any missing or not working
- Check that all kitchen appliances are working
- Check that the boiler and central heating are working and have the boiler serviced if necessary.
- IF THERE IS GAS IN THE PROPERTY: Ensure that there is a valid current Gas Safety Certificate (CP12) that has been carried out by a Gas safe registered engineer. If we do not already have a copy of the current certificate, please provide us with a copy before the tenancy starts. If you do not have a current certificate (valid 12 months), we can arrange this for you with a Gas Safe engineer at a cost of £85 + VAT.
- Check that all electrics are working and safe. A valid current Electrical Safety Certificate (EICR valid for 5 years)) is now required for all new tenancies. If we do not already have a copy of the current certificate, please provide us with a copy before the tenancy starts. If you do not have a valid current EICR certificate, we can arrange this. The cost is £190 + VAT. If there is no current valid certificate, this should be done as soon as possible, so that any remedial works (if necessary) can be carried out before the tenancy starts, so that a valid certificate can be issued.
- If there are any "Portable" electric appliances, for example a free-standing microwave, or a toaster, it is recommended that these should have a UK Pat Testing certificate (if you require, we can arrange this price to be confirmed, depending on number of appliances).
- Check that there is a smoke alarm on each floor of the properly, and that these are working (this is a legal requirement).
- Where there is a gas appliance including gas boiler, check that there is a Carbon Monoxide (CO2) detector placed near the appliance. (this is a legal requirement).
- Make sure that the gardens, if any have been tidied, mowed, and weeded to a good seasonal standard. The tenant will be responsible for leaving the garden in similar condition when they move out.
- If there is a balcony, ensure that it is clean and swept, and free of bird droppings.
- Check that we have a full set of keys one for each tenant, and that any entry fobs or car park fobs are provided to us to give to the tenants at the start of the tenancy.



Bellgrange Estates Ltd Residential Lettings Terms of Business

Introduction

This document (along with Bellgrange Estates Landlord Summary of Services and Fees) sets out the standard Terms of Business under which Bellgrange Estates will act for Landlords as agents in the letting and management of residential property. The terms are, necessarily, quite detailed and precise. However, if any further clarification is required, the Landlord is requested to contact a director of Bellgrange Estates.

Terms of Business

PAYMENT

Payment of commission and other fees are due in full at the start of the Tenancy or extended, renewed, hold-over or periodic Tenancy and is deducted from deposit/rental funds received by us. For this fee we will act as introductory agents directly or indirectly and handle all transactions relevant to the letting until occupancy when thereafter the tenant will deal directly with you as the Landlord, except in the case of rent collection or rent collection with management service.

The commission fee is payable for any tenant introduced to the property by Bellgrange, whether or not the tenancy is finalised by Bellgrange. The commission charged will be plus VAT at the rate prevailing on the date of the start of the tenancy, extension, renewal, hold-over or periodic Tenancy. (if VAT is listed as a set price and the VAT rate changes, so will the price accordingly).

For Letting Only, Bellgrange will take the fee up front in full. For Rent Collection or Management services, Bellgrange fee will be deducted from each rent payment received (usually monthly) - unless agreed otherwise, in writing. If rent is not received from any reason, Bellgrange will invoice the Landlord directly for the fee.

Where the same Tenant or Occupier extends, holds-over or renews the Tenancy of the Premises or remains in the property on a periodic Tenancy, the same rate of commission falls due whether or not the extension, renewal, hold-over or periodic Tenancy is negotiated by Bellgrange. It will also become due where the incoming tenant is a person, company or other entity associated or connected with the original tenant, is or was involved or connected. Where there is more than one tenant, renewal commission will be payable in full where any or all of them remain in occupation. Where there is no agreed term for a renewal, the renewal commission fee is charged as a percentage of the total rental value as if the renewal would be for the same duration as the initial tenancy agreement.

Any renewal fees are due within 14 days of our invoice.

INITIAL VISIT

Whenever possible we will visit the Premises to inspect them and provide you with an indication of the likely rental value. Unless otherwise agreed, the rent quoted by us on your behalf will be inclusive of all outgoings, for which you are responsible (i.e. ground rent and service charges, etc.) with the exception of gas, electricity, water including sewerage and environmental charges, the telephone service and council tax. You should advise us of this fact when we assess the market value of your property. Where there is an independent heating system the tenant is liable for the costs of the gas or other fuel but you are liable for all repairs and maintenance.

PRIOR TO LETTING

You must ensure that the Premises are fit to be let. Appliances should comply with the safety regulations detailed in this Agreement.

All machines, gas appliances and electrical goods should be in full working order, should have been recently serviced, checked for safety and have clear instructions for use. Properties should be thoroughly cleaned and gardens, if applicable, should be in good seasonal condition, details of which should be shown on the Check-in Inventory and Schedule of Condition.

It is recommended to have the Property professionally cleaned at the start of the tenancy, as the must return the Property (and



any items listed on the inventory) to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy, aside from any fair wear and tear.

MARKETING

Unless the client instructs Bellgrange to the contrary Bellgrange will be entitled to instruct sub agents to act in connection with the let of the property, this will not involve any extra costs and all viewings and negotiations will be coordinated by Bellgrange. If we are successful in securing a tenant, we reserve the right to erect a 'let by' board in a suitable position at our expense.

You authorise Bellgrange to attend, photograph, and create floorplans of the property. You permit images depicting the property to be used for the purposes of marketing and the promotion of the Bellgrange brand. This involves the display of the images across all advertising mediums, including but not limited to, Bellgrange's website, or sub-agent websites, social media platforms, window display and print. The copyright of all details, photographs and floorplans remains exclusive to Bellgrange.

When a contract is signed by you during a visit by Bellgrange to you at your home, at your place of work, away from your premises or online, then you have the right to cancel this agreement within 14 calendar days of signing. If we find introduce a tenant to the property during the first 14 calendar days of signing this agreement, our commission rates as above will still be due whether or not the tenancy is finalised by Bellgrange. The commission charged will be plus VAT at the rate prevailing on the date of the start of the tenancy and will still be payable on extensions, renewals, hold-overs or periodic Tenancies.

Notice of Cancellation must be in writing and should be delivered or sent email to sales@bellgrangeestates.co.uk.

(a) If you have made any payment in advance for services that have not been provided, we will refund these amounts to you; and (b) If you cancel this agreement and we have already started providing services until communication of the notice of cancellation of this agreement to us or termination of our agreement (whichever is the later date), you will pay us £200.00 for costs incurred in providing the services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you.

It is important that any viewings or visits to the Property are conducted safely. It is essential that we are notified of and provided with all relevant information relating to health and safety and that any documentation and/or measures are in place to manage any risks.

You should stop advertising a property once a holding deposit / fee of intent has been paid by the prospective tenant. Landlords and agents can only accept one holding deposit for one property at any one time. You are not permitted to take multiple holding deposits for the same property. A landlord that accepts more than one holding deposit for the same housing will be in breach of the Tenant Fees Act. This means that any holding deposit taken where the landlord or agent is already in receipt of a holding deposit for the same housing will be a prohibited payment. The purpose of a holding deposit is to enable both the landlord and tenant to demonstrate their commitment to entering into a tenancy agreement on the terms agreed whilst reference checks are undertaken. A holding deposit creates a binding conditional contract between tenant and landlord.

Under this contract, the tenant agrees to provide honest representations as to their income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord. The landlord agrees to enter into the tenancy as per the agreed terms subject to satisfactory fulfilment of all pre-tenancy checks. Under The Tenant Fees Act 2019 a prospective tenant has a timescale of 15 days from the date of agreeing the terms paying a holding deposit / fee, to complete satisfactory references pre-tenancy checks, as such, you should not accept more than one holding deposit at any one time, as you would be legally bound to enter the tenancy if the tenant fulfils their part of the obligations.

REFERENCES

When a prospective Tenant shows an interest in your Premises, we will:

Take up references upon each applicant, and where specifically requested by a Landlord, Bellgrange. can employ the services of a referencing agency (additional charges may apply, the cost will be deducted from the first month's rental that we receive) to obtain the appropriate report. That report will be made available to you upon request for approval before the Tenancy starts. On the basis that the tenant is acceptable to the Credit Reference Agency criteria, the landlord will have the option of taking out Rent Guarantee Warranty which may include Legal Fee Cover at an additional cost. Your request must be obtained in writing; the cost will be deducted from the first month's rental that we receive.

By signing the tenancy agreement or otherwise instructing Bellgrange to proceed with a letting, the landlord, or the landlord's agent, is deemed to have seen and accepted any such references or identity checks or waived the requirement for Bellgrange to obtain these.

When we proceed we will be doing so without any responsibility for the accuracy of those references or the information contained on them. We will not be warranting the Tenant as suitable.

INVENTORIES

An Inventory and Schedule of Condition is essential for the proper management of your let property, whether it is let furnished or unfurnished, to reduce the risk of a dispute arising in respect of the security Deposit ("Deposit")

If we arrange for an inventory clerk to carry out a Check-in Inventory and Schedule of Condition on your behalf the cost of this will



be met by you. Charges made by the inventory clerk are based upon the number of rooms in the property and whether it is let furnished or un-furnished. We cannot accept any liability for errors or omissions on their part. We also cannot accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

Where Bellgrange are asked to check a tenant into the property with the landlords own inventory, Bellgrange will charge the landlord for the cost of the check in, in accordance with the cost in our Summary of Services and Fees. Bellgrange are not professional inventory clerks and cannot accept liability for losses resulting from any errors or omissions on their part within any inventory, check-in or check-out documents that are produced by them or by the Landlord or any third-party.

Where Bellgrange are asked to meet the tenant at the property at the start of the tenancy to do a Handover, Bellgrange will charge the landlord as per the Accompanied Check-in Fees in our Summary of Services and Fees.

Bellgrange strongly recommends that you have a professional inventory, check in and check out carried out. Not doing so may affect your ability to prove damages to the property if the tenant disputed it.

The check-out report is a type of inventory report which is conducted at the end of the lease or tenancy agreement. It describes the condition of the property when the tenants are about to move out.

The check-out document includes both written and photographic information. The report should be compared to the check in report in order to determine if there are any property misuses or damages. In case such appear, any deposit disputes can be solved thanks to the comprehensive inventory reports.

TENANCY AGREEMENT

You will need a comprehensive Tenancy Agreement setting out the rights and obligations of both parties. Where the Tenant is an individual you will also need to have regard to the Unfair Contract Terms Regulations and guidelines prepared by the Office of Fair Trading.

Tenancy agreements can be for a fixed duration, run from month to month (i.e. a periodic tenancy"), or be a combination of the two. A fixed term contract will give you more certainty, whilst the periodic tenancy will give you more flexibility.

Bellgrange will negotiate the terms of the Tenancy between yourself and the Tenant unless you tell us otherwise. A copy of the Tenancy will be shown to you for you to sign. It is recommended that you obtain independent legal advice before signing.

We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we or you will sign the tenancy agreement and exchange contracts on your behalf.

However, by instructing Bellgrange as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Bellgrange to sign any of the necessary documentation on your behalf.

All tenancies must be terminated by serving the Tenant with a valid notice to terminate whether the initial term is fixed or otherwise. This is because at the expiry of the initial term the Tenancy will automatically roll on from month to month generally upon the same terms and conditions (including rent) unless and until you serve the Tenant with a valid Notice, or the Tenant voluntarily surrenders possession.

INITIAL RENT

We will collect the first month's rental payment (unless a longer term payment is agreed) from the Tenant and account to you within 10 working days of us receiving cleared funds, less our agreed fees and expenses. We will retain all rental income until our fees and expenses are paid.

RENEWAL RENT

We will endeavor to collect the first month's rental payment from the Tenant (unless a longer term payment is agreed) from any extension, renewal, periodic or hold-over and account to you within 10 working days of us receiving cleared funds, less our agreed fees and expenses. We will retain all rental income until our fees and expenses are paid.

DEPOSIT

Where applicable, Bellgrange will; collect and hold an amount, equal to five weeks' rent, as deposit paid by the Tenant (for annual rentals of under £50,000; where the annual rent is £50,000 or more, an amount equal to six weeks' rent will be held), or.

Ensure the Tenant purchases a Reposit Deposit Alternative (RDA) product in substitution of the cash deposit, you will have the benefit of Reposit's services which include: the notification and collection of end of tenancy charges, dispute resolution and insurance cover up to the value of eight week's rent or £5,000, whichever is less both of which are to be used against damages, rent arrears and breach of contract by the Tenant. Your Tenants are still liable for any damages or breaches of the tenancy



agreement and will pay for these at the end of the tenancy, just like with a traditional deposit.

RDA - Any clauses relating to Deposit or Prescribed Information within our original agreement should be disregarded. All other provisions of the Agreement shall remain in full force and effect.

Where a Landlord does not wish to accept potential Tenants using the RDA you must advise Bellgrange, in writing, prior to marketing of the Property for let.

The Landlord accepts that the RDA will be subject to the RDA documentation, which will be provided to the Landlord by Reposit and is also available at https://reposit.co.uk/landlords

Where Bellgrange take a deposit from the tenant. The deposit (where applicable) shall be protected in an account within a Tenancy Deposit Scheme (TDP) by the landlord or agent. At the end of the Tenancy the Landlord or agent, shall authorise the Tenancy Deposit Scheme to return the Deposit to the Tenant subject to the possible deductions set out in the tenancy agreement and within the guidelines set out in the deposit scheme.

At the end of the Tenancy you (The Landlord) undertakes to return the deposit (or authorises the agent to return it, if they protected the deposit on your behalf), less the amount agreed between you and the Tenant in respect any damage, cleaning, unpaid bills, or unpaid rent and pay the balance if any to the Tenant. If the damage and other charges are not agreed by the Tenant after the end of the Tenancy you, the agent or the Tenant can utilize the services of the TDP independent adjudicator (ADR) to resolve the dispute.

PROTECTING THE TENANCY DEPOSIT

If a deposit is taken, it must put in a government-backed tenancy deposit scheme (TDP) if you rent your home on an assured shorthold tenancy that started after 6 April 2007. In England and Wales your deposit can be registered with:

- Deposit Protection Service (DPS)
- MyDeposits including deposits that were held by Capita
- Tenancy Deposit Scheme

Bellgrange are registered with DPS (Deposit Protection Service)

A landlord (or agent) will have 30 days to protect a tenancy deposit from the day it is received. The landlord (or agent) will have to provide the tenant with prescribed information about the scheme safeguarding the deposit within these 30 days along with the Scheme's leaflet.

Bellgrange takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent. Bellgrange excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Bellgrange against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

If the Landlord intends to protect the deposit, the landlord must provide Bellgrange with written confirmation of the Tenancy Deposit Scheme they are registered with.

If Bellgrange have not received this information within 7 days of the start if the tenancy, then Bellgrange will go ahead and protect the deposit with DPS (Deposit Protection Service) and charge the Landlord in accordance with our charges laid out in our Summary of Services and Fees.

RETURNING THE TENANCY DEPOSIT

When the landlord and tenant agree how the tenancy deposit should be returned, in full or in part, it must be paid back within 10 days as follows:

In the custodial scheme: within 10 days of the scheme being notified of agreement between the landlord and tenant or notified of an ADR/court decision.

In the insurance-based scheme: within 10 days of the tenant requesting that the landlord return his deposit, subject to agreement



by both parties, but in the case of a dispute: within 10 days of the scheme being notified of the ADR or court's, decision.

Check-Out and Deposit

The Inventory clerk who conducted the Check-Out (if applicable) will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. At the end of your tenancy.

You must return the deposit back to the tenant within 10 days of you both agreeing how much you'll get back. If you're in a dispute with your tenant, then the deposit will be protected in the TDP until the issue is resolved.

Bellgrange will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us / the tenant or the TDP within the requisite time.

ADDITIONAL FEES

In the event that legal action is required to be taken against the Tenant, the Landlord would be responsible for all legal fees (subject to the terms of any rent guarantee and legal expenses cover if obtained at the beginning of the tenancy, and renewed annually as required by the landlord)* and any other costs incurred. The Landlord shall pay to Bellgrange such remuneration as may be reasonable, for any work carried out by them, in respect of any such proceedings or work relating to obtaining possession.

Bellgrange's fees are payable on demand, as and when they fall due. In the event that Bellgrange do not receive their remuneration within 14 days of the date of our invoice, or the start date or renewal date of the letting, whichever is later, Interest will be charged from the date the fees become due and interest shall accrue on a day-to-day basis on the sum due at the rate of 4% above the base rate of Barclays Bank plc. In the event of Bellgrange fees not being paid within 14 days and needing to send reminder letters for outstanding invoices, they will make a charge of £20.00 (£24.00 inc VAT) per letter to cover administration costs, which will be added to the outstanding balance. In addition the landlord(s) shall be liable to them for all loss damage costs, legal costs (on an indemnity basis) professional and other expenses of any nature whatsoever incurred or suffered by Bellgrange in connection with the recovery of our remuneration.

The landlord agrees that, where any of Bellgrange's fees, commission charges and/or renewal commission charges remain outstanding for more than seven days, Bellgrange may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property owned by the landlord on which Bellgrange is instructed.

The Tenancy Agreement will be retained until any outstanding fees and expenses have been paid to us.

Bellgrange may make other charges to landlords and tenants. Bellgrange shall not alter such charges without prior written agreement.

Any banking charges are to be borne by the Landlord.

EARLY DEPARTURE OF TENANT

If the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is the Landlord's responsibility to take the appropriate action to recover any outstanding rent from the Tenant. The Tenant will be liable for the rent and all obligations under the tenancy agreement for the fixed term or until the Premises are re-let. You cannot have double rent; nor can you leave the Premises empty and effectively penalise the Tenant. We do not refund our fees if the tenancy ends early (unless a break clause is activated), as it will be the landlord's responsibility to mitigate any contractual loss. It is up to you to seek any compensation required direct from the Tenant. If the tenancy agreement is terminated in accordance with a break clause, Bellgrange will set off the amount equal to any commission already received for the remaining period of the tenancy, and this amount will be shown as a credit on the next invoice for any future let or re-let of the said property.

MORTGAGES

Where the Premises are subject to a mortgage, you may need to obtain your mortgagee's written consent to the proposed letting as soon as possible and in any event prior to any Tenancy commencing, or to check that the terms of your mortgage offer permit you to let the property. The mortgagee may wish to see a copy of the draft Tenancy Agreement; and you may subsequently need to send them a photocopy of the signed Tenancy Agreement. The mortgagee may charge you a fee for giving their permission. The landlord warrants that consent to let from his mortgagees has been obtained.

CONSENT FOR LETTING

It is essential that the Landlord obtains necessary consents from the Head Lessor and/or Lender, if applicable, in granting the Tenancy Agreement and on signing of these Terms and Conditions the Landlord confirms that these consents have been granted and that proof may be required by the Tenant.

Where the landlord is a joint owner, he has ensured that all the owners are named in the tenancy agreement and that he is authorised to give instructions on their behalf.



The Landlord hereby warrants and confirms that he/she/they is/are entitled to let the property without the consent of any third party and has authority to enter into and abide by the Terms of Agreement.

Where there is more than one vendor you are jointly and severally liable to pay our fees. Where the landlord is a limited company, all Directors of the company are liable jointly and severally for our fees. This applies irrespective of when a Director may be appointed to the company.

SUB-LETTING

If you are a leaseholder, you will normally require the consent from your Superior Landlord or freeholder; or the Managing Agent acting on their behalf before you can sub-let the Premises to a prospective Tenant. In giving consent the Landlord or their managing agent may have additional requirements which you will be required to comply with in order to let your property. For example, they may require you and your Tenant to enter into an agreement (called a license) to observe the covenants contained in your Head Lease. We have the right to see a copy of this Lease (upon request) together with any schedules referred to therein so that we can attach a copy of this to our draft (suggest delete the word Draft) Tenancy Agreement. If you fail to provide this document you would not be able to take any action against a tenant if he breaches the conditions of the Head Lease.

The Superior Landlord or the Managing Agent may also charge a fee for giving such consent and any such fees will be payable by you.

If you wish us to try to obtain your Superior Landlord's written consent or obtain a copy of the Head Lease on your behalf, there will be an additional charge of £75.00 (£90 inc VAT) in addition to the fees due to the Superior Landlord or the Managing Agent.

INSURANCE

It is Important that the Let property, and the landlords' contents included in the Check-in Inventory are adequately insured, and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. We recommend that you arrange specialist Landlord Buildings and/or Contents insurance, which will usually include Property Owners liability cover, which may protect you against any claim made by the tenant or a visitor to the Premises, and will also cover your own contents (including carpets) and loss of rent due to an insured event. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy otherwise your policy may be void. Insurers may impose conditions if the Premises are left vacant for more than a set period. We highly recommend that you provide us with the conditions prior to the start of the tenancy so that they can be attached to the Tenancy Agreement.

We will not be responsible for the renewal of your insurance cover unless we receive written instructions from the Landlord and hold sufficient funds to pay the premium.

Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

The Landlord confirms by signing this agreement that they have notified their insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and the landlord's own contents to cover the changed circumstances.

We can recommend appropriate Landlords insurance with our insurance partners, FCC Paragon. Please ask us for details.

TAXATION

As Landlord you will be liable for tax on rental income and you must inform the Inland Revenue that you are letting the Premises. There are a number of allowances that you can claim against this rental income. You should seek advice on these allowances from your accountants; the local Inland Revenue enquiry office; or from the relevant Inland Revenue website which can be accessed at www gov.uk.

The Inland Revenue has special rules regarding the collection of tax on rental income if you are a Landlord who is resident overseas, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from the Inland Revenue and to pay the relevant tax on the rental income. We strongly recommend that you seek advice on this subject from an accountant or the Inland Revenue.

Council tax: As soon as a let is agreed, it is advisable to contact the council to inform them that the property has been let and to give them the tenant's details.

THE FURNITURE and FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 and THE FURNITURE and FURNISHINGS (FIRE) SAFETY) (AMENDMENT) REGULATIONS 1993

Since 1st March 1993 it has been a criminal offence, punishable by a fine and/or a prison term, to let Premises with furniture or soft furnishings, which cannot be proven to comply with the fire safety regulations. The items that must comply are: all



upholstered furniture; three piece suites; beds and divans including the upholstered bases; padded headboards; sofa-beds; furniture with loose or fitted covers; children's furniture; cots and other items used by a baby or small child; cushions; high-chairs; mattresses of any size; pillows; garden furniture which may be used indoors.

In other words it includes all furniture normally intended for private use in a dwelling; with the exclusion of bedding, carpets and mats. All non-compliant furniture must be removed from the Premises. We reserve the right to remove all furniture that does not comply and dispose of it or store it at your expense.

The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

The landlord further warrants that any furniture purchased for the property during or after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

You are responsible for providing instruction books for all items of electrical equipment for your Tenant and will be responsible for ensuring that all electrical installations and appliances within the Premises comply with the above Regulations, which means that they must be safe. Any old electrical items must be removed from the Premises. We reserved the right to remove all electrical items that do not comply and dispose of them or store them at your expense. It is a legal requirement for landlords to be able to prove that all fixed electrical installations and alteration work have been carried out and certified by a competent person. That is, by an electrician registered with a Government approved body such as the NICEIC.

If Bellgrange are not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. (Cost in accordance with our charges laid out in our Summary of Services and Fees)

Where the tenant is remaining in occupation beyond the expiry of the original certificate and Bellgrange has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. (Cost in accordance with our charges laid out in our Summary of Services and Fees).

REGULATIONS:

GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

Since 31st October 1994 it has been a criminal offence to let Premises with gas appliances (including but not limited to gas boilers, fires, heaters, and gas water heaters) that have not been checked by an engineer who is on the Gas Safe register at least once every 12 months.

You will need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within 28 days of the safety record being renewed. Where a landlord does not provide the relevant certificate prior to the commencement of the Tenancy, Bellgrange will not be held liable for any failure of the Landlord to provide a valid Gas Safety Certificate.

If Bellgrange is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred will be as per our Summary of Services and Fees for the gas safety certificate plus any other costs for any remedial works.

If the tenant is remaining in occupation beyond the expiry of the original certificate and Bellgrange has not received a replacement valid certificate within 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary, the cost of this will be borne by the Landlord, plus the cost of the certificate, will be as per our Summary of Services and Fees, unless otherwise informed in writing.

THE SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015

The landlord is responsible for installing a working smoke alarm on every storey of the property, and a working carbon monoxide



alarm in any room with a solid fuel combustion appliance, at the commencement of a tenancy term.

A record of the installation and the working order of the alarms must be documented by the landlord or agent (if the property is managed).

Bellgrange reserves the right to appoint an appropriate person to carry out the necessary alarm checks and conduct any remedial works where necessary, at the commencement of a tenancy. The cost incurred, will be as per our Summary of Services and Fees

HMOS AND SELECTIVELY LICENSED PROPERTIES

Where the letting is subject to a HMO licence or selective licence requirements, the landlord (or agent, if the property is managed) is also responsible for undertaking and documenting appropriate checks as to the working order of the smoke alarms and any carbon monoxide alarms during a tenancy and for replacing or repairing the alarms as necessary.

REQUIREMENT FOR SMOKE ALARMS

During any period beginning on or after 1st October 2015 while the premises are occupied under a tenancy (or licence) the landlord must ensure that a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation. A living room will include a lounge dining room and kitchen as well as a bathroom or toilet. It also includes a hall or landing. This means that a smoke alarm must be provided in working order on each storey. Since the regulation relates to each storey in the premises this suggests that a separate alarm is not needed on a half landing as these would not be regarded as individually being a storey. As regards individual flats located on one floor then there will have to be at least one alarm within the flat itself or alternatively are provided outside the flat on the same floor of the building, i.e. a communal alarm.

The Regulations do not stipulate what kind of alarm is required. Ideally it should be a hard-wired alarm system. It can, however, be a single standalone alarm. Landlords are recommended by the RLA to fit ten-year long-life tamper proof alarms, otherwise there are problems of batteries being taken out and not being replaced.

CARBON MONOXIDE ALARMS

Likewise, during any period beginning on or after 1st October 2015 when the premises are occupied under a tenancy or a licence a carbon monoxide alarm must be provided by the landlord in any room in premises which is used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance. This applies to any kind of wood burning stove or an open coal fire. It will also extend to equipment such as a solid fuel Aga in the kitchen. This is already a requirement with new installations of solid fuel burning combustion appliances as under Building Regulations there is a requirement to install a carbon monoxide alarm. This is now extended to any existing appliances already in place before Building Regulations imposed this requirement or where building regulations are not observed.

THE CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS 1989 AND SECTION 3(2) OF THE HEALTH AND SAFETY AT WORK ACT 1974

The Landlord is legally responsible for carrying out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

CHECKS

The landlord or managing agent is required to carry out a check to ensure that smoke alarms or carbon monoxide alarms installed to comply with the Regulations are in proper working order on the day a tenancy begins where it is a new tenancy. A new tenancy is a tenancy granted on or after 1st October 2015.

For these purposes a new tenancy does not include a tenancy which was granted where the original agreement was entered into before 1st October 2015; nor does it include a periodic statutory tenancy which arises when a fixed term shorthold tenancy ends. It does not apply to a tenancy which starts at the end of an earlier tenancy where the landlord and tenant are the same as under the earlier tenancy and the premises are the same (or substantially the same) as those under the earlier tenancy. Therefore this express requirement to check does not apply to the renewal of a tenancy for the same premises by the same landlord to the same tenant. This should not be confused with the requirement to install detectors and alarms which applies to tenancies in existence before October 1st 2015.

In our view, landlords should not be under a false sense of security because of this provision. Our reading of the regulation is that there is an ongoing obligation to ensure that any smoke alarm or carbon monoxide alarm installed to meet these requirements is in working order. Alarms should therefore be checked periodically to see that they are working properly. There is no reason why this responsibility should not be placed on the tenant and the government guidance does suggest the tenant check monthly. However, the landlord will then have to make sure that the tenant does actually carry out the checks. If challenged, a landlord could have to show that a proper system has been put in place to check alarms regularly.

ENFORCEMENT

The local authority is responsible for enforcement. A local authority must serve a remedial notice within 21 days where they have



reason to believe that the landlord is in breach of any of these duties relating to smoke alarms or carbon monoxide alarms. A remedial notice must specify the action to be taken within 28 days of the date of the service of the notice. It allows the landlord 28 days to make representations against the notice.

The landlord must then take the required action within the period allowed. There is an excuse for a landlord for non-compliance with the notice if the landlord can show that he has taken reasonable steps to comply with the duty, but the landlord is not required to take legal proceedings. This could cover a situation where the tenant refuses access to allow the work to be done. If the landlord fails to take action then the local authority must, if it has the necessary consent to do so, arrange for the work required to be undertaken within 28 days of consent being obtained if consent of the occupier of the premises is required. Therefore if a local authority is also refused access by the tenant it cannot take the necessary steps itself.

PENALTIES

If the landlord is in breach the local authority may require the landlord to pay a penalty charge up to a maximum of £5,000. It has discretion whether or not to impose this charge. If it intends to impose a charge it must serve a penalty charge notice within six weeks from when it is first satisfied that a breach has occurred. A right to make representations against the penalty notice is given and the local authority may reduce the charge for prompt payment.

APPEALS

If the local authority upholds a penalty charge notice there is a right to appeal for the landlord to the First Tier Tribunal. The Grounds of Appeal are: Local authority has made an error of fact or law; The amount of penalty charge is unreasonable; The decision to impose a penalty is unreasonable for any other reason.

Payment of the penalty is suspended pending any appeal.

LOCAL AUTHORITY PENALTY POLICY

Each local authority must publish a statement of principles which will be followed in determining the amount of any penalty charge. This statement will be taken into account in deciding on an individual penalty for a particular case.

HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018 ('THE ACT').

Landlords of domestic rented properties must comply with minimum standards required to let domestic property under the Homes (Fitness for Human Habitation) Act 2018 ('the Act').

The Act came into force on 20 March 2019. It is designed to ensure that all rented accommodation is fit for human habitation and to strengthen tenants' means of redress against the minority of landlords who do not fulfil their legal obligations to keep their properties safe.

Full details of the Act can be found at: https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-landlords-homes-fitness-for-human-habitation-act-2018

ELECTRICAL SAFETY CERTIFICATE (EICR)

Tenancy laws require any new tenancy from 1st July 2020 (and existing tenancies from 1st April 2021) to have an EICR, which will be valid for 5 years (or in some cases 3 years, depending on the electrical installations present in the property).

If the test shows that any remedial work is required in order to meet the requirements to enable a certificate to be issued, then the remedial works must be done within 28 days. The cost for this will be in addition to the cost of the initial test, and can be carried out by the electrician who did the test or another electrician.

An EICR is an inspection on the condition of an existing electrical installation, to identify (in order of priority) any deficiencies against the national safety standard for electrical installations.

An EICR will:

Reveal if any of your electrical circuits or equipment is overloaded; Find any potential electrical shock risks and fire hazards in your electrical installation; Identify any defective DIY electrical work; Highlight any lack of earthing or bonding Tests are also carried out on wiring and associated fixed electrical equipment to check that it is safe; A schedule of circuits will also be provided, which is invaluable for a property.

Full explanation of the Government guidelines:

https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities/guide-for-landlords-electrical-safety-standards-in-the-private-rented-sector

As all new tenancies must have an EICR carried out before the tenant moves in, if you have an existing Electrical Safety Certificate carried out in the last 5 years, or if you will be arranging this yourself, please provide this to us NO LATER THAN 7 DAYS BEFORE THE NEW TENANCY STARTS.

If we do not receive it at least 7 days before the new tenancy is due to start, we will have to instruct our own Electrician to do the



EICR, to ensure that it is available by the start of the new tenancy.

Please note that as the legislation states that any remedial works must be carried out within 28 days of the test, we will ask you if you want us to arrange these works; or if you want to arrange them yourself, we must receive proof of the remedial works no later than 21 days after the date of the test. If we have not received proof of the remedial works by then, we will request our own electrician to carry it out, and charge you, as per our Summary of Services and Fees. If we are managing the tenancy, we will arrange any remedial works and charge you accordingly (unless otherwise instructed).

ENERGY PERFORMANCE CERTIFICATE

Landlords offering property for rent in England and Wales are required by law to provide new or prospective tenants with an Energy Performance Certificate (EPC) for their property. If there is not already an EPC in place, Bellgrange reserve the right to order an EPC on your behalf and charge in accordance with our charges laid out in our Summary of Services and Fees.

INDEMNITY

The landlord undertakes to keep Bellgrange fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

HOUSING BENEFIT The landlord undertakes to reimburse the Agent for any claims arising from overpayment, which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the tenant as rent. This undertaking shall remain in force during the currency of the tenancy and up to six years thereafter, whether or not the Agent continues to be engaged to let or manage the property under this agreement.

AMENDMENTS/VARIATIONS

This contract constitutes the entire agreement between Bellgrange and the landlord and supersedes all prior agreements, understandings, representations or communications between the parties. No amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Bellgrange. The Landlord agrees that any variation of the terms and conditions of this agreement will be valid if agreed and notified in writing by the by a Director of Bellgrange, providing that these terms are fair and transparent.

EMPTY PROPERTY

We offer Vacant Property Management - charges laid out in our Summary of Services and Fees

When the property is vacant, Bellgrange cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the Landlord requires supplies to be turned off or disconnected during this period, Bellgrange must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The Landlord is also advised to contact their insurance company should the property be empty for longer than 30 days (this may vary according to your individual policies and you, the Landlord are responsible for keeping to the terms of your policy).

SALE OF THE PREMISES and THIRD-PARTY LETTINGS

If you sell the Premises to any person or corporate body introduced by us or associated with such a party introduced by us (whether or not a Tenancy was entered into) an introductory fee of 1.75% + VAT of the sale price shall be payable by the owner/landlord to Bellgrange when contracts for the sale of the property are exchanged. Bellgrange reserves the right to defer payment of this commission until completion.

The signature of the client or the client's representation to the acknowledgment of these terms shall constitute an irrevocable authority to the client to the client's solicitor or licensed conveyancer to remit such remuneration costs and charges to Bellgrange immediately after completion.

Where a property is sold, transferred or otherwise dealt with, with the benefit of a tenancy, Bellgrange fees remain the responsibility of the original landlord for the duration of the tenancy and for any extensions, renewals or periods of holding-over, irrespective of whether negotiations were carried out by Bellgrange. The landlord should instruct his solicitor to assign responsibility for Bellgrange fees to the purchaser.

RENT ARREARS/BREACHES OF COVENANT

It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests; including instructing solicitors and commencing legal proceedings to preserve your rights; recover arrears of rent; to defend all actions; or other legal proceedings and arbitrations that may be brought against you or that you may bring against the tenant(s) or former tenant(s) in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you (unless rent guarantee and legal expenses cover was obtained at the beginning of the tenancy and then subject to the referencing company's Terms and conditions (available on request). We cannot take legal action on your behalf or responsibility for rent recovery, even when a rent guarantee warranty has been obtained. If a rent guarantee warranty policy is in place, the landlord is responsible for compliance with any terms and conditions of the policy and Bellgrange take no responsibility for any claim, changes in terms of the policy or policy wording.



COMPENSATION TO AGENT

You will compensate us against any claim, damage, or liability, whether criminal or civil suffered from and during the time that we are or were acting on your behalf, unless it is due to the negligence or breach of contract of Bellgrange or one of their employees. To avoid any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfill your contractual and statutory obligations as Landlord.

CONTACT ADDRESS

We are obliged to provide the Tenant with your full name and address on any rent demand. If you live outside England and Wales you will need to arrange a UK contact address that can be given to the tenant. Failure to do so means that the tenant is not obliged to pay rent to you until the address is provided. If Bellgrange is collecting the rent, we will use our office address as your contact address.

MAIL

It is not part of our normal function to forward the Landlord's mail. Therefore no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected via the Royal Mail.

KEYS

Bellgrange secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Bellgrange liability is strictly limited to the cost of cutting a new set of keys. Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies to facilitate viewings where appropriate. We will not charge you for this service.

Before the Tenancy starts, Bellgrange reserves the right to obtain a full set of keys and/or fobs for the property for each tenant moving in to the property, The cost incurred, together with Bellgrange Estate's administration charge of £50 + VAT, will be borne by the landlord. If during the Tenancy, Bellgrange are required to cut further keys for the property, the cost incurred, together with Bellgrange Estate's administration charge of £50 + VAT, will be borne by the landlord.

COMMISSION & INTEREST

Any commission, interest or other income earned by Bellgrange while carrying out our duties as agent for the letting and/or management of the property for example by referrals to contractors, professional and/or service providers, deposit schemes, utility switchers or inventory clerks, will be retained by Bellgrange. The amount of this fee will not affect the final amount payable by you to Bellgrange.

INTEREST ON CLIENTS' MONIES

Any interest accrued on clients' money, which we hold, will be retained by ourselves to cover bank and administration charges etc.

LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement.

IMPORTANT NOTICE

If Bellgrange are instructed (verbally or in writing) to place your property on our letting register and marketing is commenced, unless written notice the contrary is received by us, you will be deemed to have accepted these terms and conditions in full, irrespective of whether a signed copy of this document has been returned.

DISCLOSURE

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the seller must disclose to Bellgrange the identity of the purchaser prior to exchange of contracts.

It is a requirement of this agreement that should an offer be agreed privately, or via another estate agent, the landlord must disclose to Bellgrange the identity of the tenant prior to the tenant's occupation.

As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Bellgrange immediately.

Please advise Bellgrange in writing or by email at sales@bellgrangeestates.co.uk if you have previously instructed another agent in respect of the property, and if so, please provide Bellgrange with a copy of the previous agency agreement to ensure that by instructing Bellgrange, you will not be in breach of contract (note that if you are unable or refuse to supply a copy), Bellgrange



hereby notifies you that in these circumstances, Bellgrange are unable to advise as to whether the you are in breach of your agreement with the previous agent). Please be aware that at the time of the termination with your previous agent, you may have continuing liability with the other agent as well as Bellgrange.

ELECTRONIC DOCUMENTATION

Contracts which have been signed electronically (whether by fax, e-mail or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

DUPLICATE DOCUMENTS

In the event of Bellgrange having to send duplicate documents or statements by post, a charge of £2.50 per document or statement will be made, subject to a minimum charge of £10, plus postage charges.

PURCHASE OF ITEMS FOR PROPERTY

Bellgrange can order contents/fixtures and fittings for your property, Bellgrange will make an administration fee on top of the cost of the items of 10% of the cost per item (min. charge £50 per item, + VAT)

DISCLAIMER

Bellgrange will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

COMPLIANCE

Bellgrange is subject to the Money Laundering Regulations 2017. As a result, we will need to obtain and hold evidence confirming your identity, proof of your address and source/destination of funds. We may ask you for a copy of your passport or similar photographic evidence and a copy of a utility bill or bank statement indicating your current address and which is not more than three months old.

We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

Under the Proceeds of Crime Act 2002 and/or the Money Laundering Regulations 2017 we may be required to make a disclosure for the appropriate government department and may be unable to advise you immediately of such disclosure subject to compliance with such regulations at all times. By agreeing to these Terms, you agree to us taking such steps as it is required to do in order to comply with such regulations.

We are members of The Property Redress Scheme and subscribe to their code of practice. Copies of the Code of Practice are available freely on request.

We will endeavour to work diligently towards our joint objective, but in the event that you have cause to complain, this should be directed to the agent with whom you have agreed to the marketing of your property, in the first instance. We have a Complaints Procedure which provides for appropriate escalation, if necessary, details of which are available upon request.

The Property Mis-descriptions Act 1991 has been repealed and the Consumer Protection from Unfair Trading Regulations has replaced it.

Any monies, such as rents or deposits, received from clients or tenants which is held on behalf of landlords, is held in a client money account with Barclays Bank plc. Furthermore, Bellgrange has client money protection insurance with CMP (Client Money Protect).

The Landlord confirms that there are no maintenance, major repairs, building or development work of which they are aware due to take place to the Premises, the building of which the Premises form part or to any adjoining buildings or in the near neighborhood (that may affect the property) apart from as noted below.

UTILITIES

Bellgrange cannot be held liable if services are disconnected / cut-off or are not transferred by the Utility companies for any reason

You warrant that Bellgrange may use Tenant Shop (or any similar company) to transfer utilities and council tax into the tenant's name at the start of a tenancy and the landlord's name at the end of a tenancy.

PROPERTY INSPECTIONS

A property inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check (unless otherwise stated). We cannot accept responsibility for hidden or latent defects.

Where we are unable to access the property, for example, where we do not hold a full working set of keys for the property (including communal door keys, fobs, garden and/or balcony door keys); or where your tenants prevent access to the property,



no refund will be made.

SHORT TERM TENANCIES

You should be aware that if you grant a tenancy for less than six months; the tenant may have the security provided by the Housing Act 1988, which means that he/she/they can remain in the property for six months unless he/she/they are in breach of their obligations.

INDEMNITY

The landlord agrees to indemnify Bellgrange as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

The landlord agrees to indemnify Bellgrange as agent, that if Bellgrange are not put in funds for any works needed (including if the property is managed by Bellgrange), then they will be unable to carry out any works that are required, including if emergency woks are required (e.g., fire, flood etc.).

Bellgrange cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

GDPR & DATA PROTECTION

We only collect basic personal data about you which does not include any special types of information or location-based information. This does however include the following information when you send an e-mail to us, or contact us through the Website: your name, e-mail address, postal address, telephone number, how you heard about us and the details of your enquiry. We use this information to respond to your enquiry or to send you information about us or the Website or to respond to any queries you may have.

We may use third party providers e.g. for website hosting, web maintenance, email message sending, or taking payments. We share information with these third parties to provide these services. All the personal data we process is processed by our staff in the UK however for the purposes of IT hosting and maintenance of this information may be located on servers within the European Union.

We will share data with public or regulatory authorities where required by law or to enforce our terms of service. We take all reasonable steps to ensure that your data is kept safe, secure and confidential by any third party, is deleted by the party when not needed for the purpose it was given, that their data privacy policies protect your data and that they only process your data on our instruction.

We do not sell or rent your personal data, although we may transfer, sell or assign your data outside of our company to a third party if we merged, sold or reorganised all, or part, of the company. Your data will be processed fairly, lawfully, and securely, in the UK and will only be transferred outside of the European Union when there is protection in place for your rights and when the data will be kept secure.

No other third parties have access to your personal data unless the law allows them to do so. We undertake to comply with the Data Protection Legislation in all our dealings with your personal data. Please see our Privacy Policy (http://www.bellgrangeestates.co.uk/privacy-policy.pdf) for more information on how we collect and process your personal data.

LICENCES

Each local authority operates its own licensing scheme. Failure to licence a property may result in a significant penalty. You hereby warrant to Bellgrange that you have checked all applicable licensing requirements and have applied for (or already hold) the correct licence. You agree to provide to Bellgrange, upon our request, a copy of the licence (or draft licence or application). You agree to advise Bellgrange of any specific licensing conditions. You must not name Bellgrange (or any of its employees) as the licence holder. Minimum sleeping room sizes apply to mandatory HMOs. You must ensure that you comply with any additional room size requirements.

TENANT REFERENCING

The referencing will include checking some or all of the following-

Passport and/or VISA check; Right to Rent check; Residential status, homeowner, private or council tenant; Electoral roll check; Length of residence; Linked addresses; Alias details; Linked names on electoral roll; County Court judgments (CCJs);

Landlord Reference; Employer or accountant Reference, or proof of sufficient funds or savings (e.g. bank or savings accounts);

Financial Profiling: In order to qualify for the Rent guarantee, the tenant must pass the full referencing, carried out by a specialist tenant referencing agency, such as FCC Paragon, which will include obtaining satisfactory landlord and employer reference. If it



is necessary to use a guarantor, the guarantor who will also be referenced, and needs to pass the full referencing.

OVERSEAS LANDLORD

If the landlord is an "overseas" landlord (i.e. non-UK resident), the landlord (or each landlord if more than one) should provide us with their Non Resident Landlord (NRL) reference number from the UK HM Revenue and Customs. Unless and until the overseas landlord provides us with this reference number and nominate Bellgrange to deal with UK HM Revenue and Customs on the landlord(s) behalf, we are instructed by HM Revenue and Customs to deduct the estimated tax from the rental income, and this has to be accounted to each quarter by us to HM Revenue and Customs and paid over to HMRC annually. The overseas landlord can apply for NRL exemption by completing HMRC form NRL1.

MANAGEMENT SERVICE INCLUDES (only relevant if this is service you have opted for)

Provide day-to-day property maintenance including emergency maintenance and repairs. If we are managing the property, we will attend to the day-to-day minor repairs and maintenance of the property and its contents.

Bellgrange will collect a working float from initial rental income, (equivalent to 2 weeks rent - or other amount to be agreed in writing). The amount of float is maintained throughout our management of your property and is used to cover any initial or interim expenses that arise. The working float will be reconciled from rent received, and any balance returned to you, at the end of our management services.

We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing). Bellgrange are hereby authorised to carry out work(s) to any value without first contacting you or obtaining your permission where, in our reasonable opinion, such work(s) is/are required to comply with a statutory notice issued by the relevant local authority or to comply with any obligation relating to any licence held for the property under the Housing Act 2004. If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work. However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

Where instructed by the landlord and where we hold sufficient funds, Bellgrange will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, on the explicit proviso that Bellgrange have been provided with the details of who to pay, when the pay, and how to pay the relevant providers at the commencement of this tenancy, as and when demands are received by the Property Management department at Bellgrange. We will endeavour to query any obvious discrepancies; however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

Electronic transfer of payments to landlords less management and other agreed fees electronically into your nominated bank account – normally within 3 working days of receipt of the rent into our account.

Paying and accounting for property expenses, if instructed by you. e.g., Service charges, ground rent etc. The cost will be invoiced to you, deducted from the working float or from rent received.

Bellgrange will liaise where necessary and where instructed by the landlord with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

Insurance

We will notify you when we believe that damage to your property has resulted from an insured risk and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers and arrange for the repairs to be carried out upon your instruction.

During void periods, we will continue to manage the property. However, we cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to be turned off or disconnected during this period, Bellgrange must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.

Notice period for Management and Rent Collection Services:

Notice period for ending management of the property: Three months in writing by the Landlord. Bellgrange may resign the management by giving not less than 14 days written notice.



Service Level	Includes:
Bronze LETTINGS ONLY SERVICE	 Draw up and arrange signing of Tenancy Agreements (additional charges apply) Obtaining tenant references / credit checks including Tenants' identity verification/right to rent checks (additional charges apply) Advise all relevant utility providers of moving in and moving out details, including meter readings where known Negotiate Tenancy renewals, and draw up and arrange signature of tenancy renewal agreements Landlord Licensing: Check if licensing is required for the property
Silver	Advise on non-resident tax status and HMRC (if relevant)
LETTINGS ONLY SERVICE with RENT COLLECTION	 Make any HMRC deduction and provide tenant with the NRL8 (if relevant) Draw up and arrange signing of Tenancy Agreements Obtaining tenant references / credit checks including Tenants' identity verification/right to rent checks (additional charges apply) Advise all relevant utility providers of moving in and moving out details, including meter readings where known Negotiate Tenancy renewals, and draw up and arrange signature of tenancy renewal agreements Demand and collect the ongoing monthly rent, and transfer (by BACS), after deduction of relevant fees, and expenses incurred. Provide landlord with rent statement Pursue non-payment of rent and provide advice on rent arrears
Gold	 Landlord Licensing: Check if licensing is required for the property Advise on non-resident tax status and HMRC (if relevant)
LETTINGS, MANAGEMENT and RENT COLLECTION SERVICE	 Make any HMRC deduction and provide tenant with the NRL8 (if relevant) Draw up and arrange signing of Tenancy Agreements (additional charges apply) Obtaining tenant references / credit checks including Tenants' identity verification/right to rent checks (additional charges apply) Advise all relevant utility providers of moving in and moving out details, including meter readings where known Negotiate Tenancy renewals, and draw up and arrange signature of tenancy renewal agreements Demand and collect the ongoing monthly rent, and transfer (by BACS), after deduction of relevant fees, and expenses incurred. Provide landlord with rent statement Liaising with your tenant regarding all matters in relation to the tenancy Annual landlord statement (if required for tax purposes) Pursue non-payment of rent and provide advice on rent arrears Undertake at least one property inspection per annum and notify the outcome to the landlord Dealing with maintenance issues, arranging routine repairs and instruct approved contractors if under £250.00. If over £250.00 obtain landlord approval Hold keys throughout the tenancy term
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Platinum LETTINGS, MANAGEMENT AND RENT COLLECTION ENHANCED SERVICE	 Landlord Licensing: Check if licensing is required for the property Advise on non-resident tax status and HMRC (if relevant) Make any HMRC deduction and provide tenant with the NRL8 (if relevant) Protect the deposit with a registered government deposit protection scheme; Provide Tenant with deposit certificate and prescribed information within 30 days of the start of the Tenancy Draw up and arrange signing of Tenancy Agreements Obtaining tenant references / credit checks including Tenants' identity verification/right to rent checks Rent guarantee with legal protection Detailed inventory/check-in and check-out by inventory specialists, including smoke and carbon monoxide alarms check Advise all relevant utility providers of moving in and moving out details, including meter readings where known Negotiate Tenancy renewals, and draw up and arrange signature of tenancy renewal agreements Demand and collect the ongoing monthly rent, and transfer (by BACS), after deduction of relevant fees, and expenses incurred. Provide landlord with rent statement Liaising with your tenant regarding all matters in relation to the tenancy Annual landlord statement (if required for tax purposes) Pursue non-payment of rent and provide advice on rent arrears Undertake at least one property inspection per annum and notify the outcome to the landlord Dealing with maintenance issues, arranging routine repairs and instruct approved contractors if under £250.00. If over £250.00 obtain landlord approval Hold keys throughout the tenancy term End of Tenancy Security Deposit dilapidation negotiations or Deposit claim negotiation, compilation & submission 24/7 online maintenance reporting Landlord Licensing: Check if licensing is required for the property