



Groves Residential

Sales, Lettings and Property Management

11 High Street
New Malden Surrey
KT3 4DQ

Tel: 020 8949 0094 email: mail@grovesresidential.com

www.grovesresidential.com

1. Definitions

In this Agreement the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent" "we" or "us" means Groves Residential trading from the Registered Office Address.
- c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- d. "Landlord" "you" or "your" means the Landlord and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
- e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- f. "Occupier" means a Tenant or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
- g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
- h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
- l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
- m. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant.
- n. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.
- o. "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.

- p. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
- q. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- r. "DPS" means the Deposit Protection Service whose details are shown in the Tenancy Agreement.
- s. "ADR" means Alternative Dispute Resolution.
- t. "Agreement" means this Terms of Business signed between the Agent and the Landlord
- u. "Member" means the Agent who is a member of the Deposit Protection Service.
- v. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- w. "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007
- x. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.
- y. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

2. Jurisdiction and Service

- 2.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
- 2.2 Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
- 2.3 The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The

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address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be **11 High Street, New Malden KT3 4DQ**

3. Service Information

- 3.1** We trade as Groves Residential a Limited company registered at Companies House (Reg. No 816 2455).
- 3.2** Our VAT number is 996646252
- 3.3** We are members of the dispute and compensation scheme operated by The Property Ombudsman (www.tpos.co.uk) and our registration number is: D04423.
- 3.4** We are members of the Association of Residential Lettings Agents and THE National Association of Estate Agents and subscribe to the code of conduct of those organisations.

4. Acts of Third Parties

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure.

- 4.1** The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

5. Assignment

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

6. Data Protection Act 1998

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

In accordance with the provisions set out in the General Data Protection Regulations (GDPR), we will hold all data provided as data controller. Details of how Your data or that of the Tenant will be taken, held and used is set out in Our privacy policy ("the Policy") that is found on our website www.grovesresidential.com. If you have any questions regarding the storage or use of the data please refer to the policy or direct the questions to david@grovesresidential.com.

7. Interest on Clients' Monies and Commission/Fees

Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. We charge tenants administration fees and may earn referral commission from contractors such as EPC suppliers, mortgage brokers, tradesmen etc. By signing this agreement you are consenting to us retaining that commission.

8. Money Laundering

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence
- Cheque (please mark this as "Void")

List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

If you are a public limited company we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- Certificate of Incorporation
- A set of the latest accounts
- The most recent annual Companies House return.

In addition we need proof of identity and residence of one of the directors of the Company.

9. Variation

The Terms of Business may only be varied if agreed between the Landlord and the Agent confirmed by writing by both parties.

10. Sale of Property to a Tenant/Third Party

10.1 Where a Tenant, or any third party introduced by the Agent or the Tenant, purchases the freehold or long leasehold of the Property during or within six months of the end of any Tenancy a fee equivalent to 1.2% (inc VAT) of the purchase price will be due and payable to the Agent by the Client.

10.2 The Client agrees to inform the Agent as soon as any such approach or offer to purchase the Property is made to enable the Agent to commence negotiations with the proposed purchaser on the Client's behalf and to provide the Client's solicitor as appropriate with all relevant documents in order to progress the sale to completion.

10.3 If the Client sells the Property during the course of the Tenancy, which includes any extension renewal or period of holding over, to a third party he shall remain liable for all the Agent's commission and fees hereunder but if the new owner enters into a new letting agreement for the Property with the Agent then the Agent will release the Client from future liability.

10.4 Introduced means that a purchaser of a Property, or person acquiring an interest in the Property, is 'introduced' to that Property for the purposes of these Terms if Groves Residential gave written or verbal particulars of the

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Property; or that purchaser became aware of the availability of the Property as a result of seeing a Groves Residential 'To Let' board outside the Property; provided that in each case such introduction occurred in the twelve months prior to the purchaser exchanging contracts for the purchase of the Property or an interest in the Property whether or not the exchange or contracts was negotiated or finalised by Groves Residential.

11. Preliminary Matters and Safety Legislation

11.1 The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

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

11.2 Electrical Equipment (Safety) Regulations 1994

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.

11.3 Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate ("GSC") carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in section 23. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC (if there is gas in the property). If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.

11.4 Part "P" Building Regulations (Electrical Safety in Dwellings)

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical

work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises. We do not instruct contractors if we are not managing the Premises.

11.5 Smoke Alarms and Carbon Monoxide Alarms

It is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back-up. From October 1 2015 the Landlord will have the legal obligation to fit smoke alarms on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance before entering into any new Tenancy. In addition the Landlord is required to have the detector and alarms tested prior to the start of the Tenancy and to hold records of such tests. We can arrange fitting of the alarms and detector if required prior to the start of the Tenancy; and testing of the appliances prior to the start of the Tenancy at the Landlord's expense. Maintenance of the appliances is the Landlord's responsibility during the Tenancy. The Tenant will be responsible for testing the alarms and detector during the Tenancy, replacing all defective batteries and informing the Landlord or the Agent of any defect in the alarm or detector.

11.6 Energy Performance Certificate ("EPC")

All properties going on the market for letting must have an EPC. The Landlord must provide us with an EPC when first giving instructions as a fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services.

11.7 Legionnaires' Disease

In order to comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment at the Premises prior to letting especially if there are open water tanks, cooling systems, a hot tub, pond, or a swimming pool. A copy of any written risk assessment shall be provided upon instruction and at the latest prior to any Tenancy agreement being signed. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the Tenant at the Premises, confirms he has considered all risks regarding Legionnaires Disease and has carried out a risk assessment. If we think a further assessment is required it will be carried out at the Landlord's expense.

11.8 Internal Blinds and European Safety Standards

New European Regulations now apply to the installations for raising and lowering blinds; and the movement of curtains across windows. This means that new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent any danger of asphyxiation to a young child; and a warning notice with the purchasing material. Existing blinds and windows may need to be fitted with safety features to ensure compliance to ensure safety. If we are managing the Premises we will check all blinds and curtains on a management visit and if necessary arrange for the relevant safety feature to be fitted at the Landlord's

expense. If we are not managing the Premises it is the Landlord's responsibility to make such checks and arrange the fitting of any necessary safety feature. We have no liability if such precautions are not carried out.

12. Introduction Only Service: 8.4% inclusive of VAT

On this level of service we will:

- a. Carry out a pre-letting visit of the property to determine an appropriate market rental.
- b. Market the property on behalf of the landlord and accompany prospective Tenants on Viewings.
- c. On signing this agreement you agree for Groves Residential to draw a floorplan and take internal and external photography of the property and to use such photographs on internet site and in paper publications of a property nature.
- d. Negotiate all offers received and secure a holding deposit from a prospective tenant once the let is verbally agreed and you agree to withdraw the property from the market with all agents involved.
- e. Carry out stringent references of prospective tenants and where appropriate, carry out financial credit checks using an independent referencing agency.
- f. Negotiate the terms of the Agreement on your behalf and draw up the Tenancy Agreement in accordance with current Housing Act legislation and insert any applicable extra clauses as necessary. The fee for this is £90 including VAT.
- g. Arrange a professional inventory and schedule of condition of the property made by an independent inventory firm at an additional cost to the Landlord.
- h. Collect the first month's rental and tenant's security deposit at the commencement of the Tenancy.
- i. Unless instructed otherwise, hold the Tenant's security deposit with the Deposit Protection Service. Interest is not payable on this deposit. The return of the deposit is normally agreed between the parties following the check-out and Groves Residential will enter into negotiations on the Landlords behalf in order to secure a satisfactory outcome. Should the matter be referred to the Dispute Resolution Service then we reserve the right to charge a fee for our time which will be agreed with the Landlord in advance.
- j. Negotiate with the current tenants an extension or renewal of the Tenancy at the end of the fixed term at the prevailing market rental, unless otherwise instructed by you.
- k. Make the necessary arrangements for the termination of the Tenancy including a check out with an inventory clerk. The Tenant will be check out against the original inventory document prepared at the tenancy commencement. The cost of the check-out is usually the responsibility of the Landlord unless otherwise agreed.

13. Renewals

If you have chosen our Introduction Only Service, in the event of the tenancy being extended or renewed for a second or subsequent term, a reduced fee of 6% inclusive of VAT will be charged for the second term and thereafter 3.6% inclusive of VAT of the gross rent for any subsequent terms. A fee will be due to Groves Residential for as long as the introduced tenant remains in the property. Our Rent Collection and Management service commissions remain

unchanged on any renewal or extension of the tenancy (either fixed term or periodic).

14. Rent Collection Service: 10.8% inclusive of VAT

In addition to the Introduction Only Service we will do the following:

- a. Arrange for your tenants to pay the monthly rental by electronic transfer to the Groves Residential client account on a monthly basis and, after the deduction of fees, the balance will be transferred to your nominated bank account.
- b. Arrange for a statement of account to be sent to you monthly.
- c. For any overseas landlords we are legally obliged to deduct tax at the basic rate from the rents received and pass this over to HM Revenue and Customs on a quarterly basis.

15. Full Management Service: 14.4% inclusive of VAT

In addition to the Rent Collection Service we will do the following:

- a. Notify the Local Authority of the changeover of residents which include the Tenant's details and Tenancy commencement date for Council Tax and Water Utility purposes.
- b. Hold a maintenance float of £200 on account for the duration of the Management Service to ensure the immediate availability of funds to settle accounts presented.
- c. Organise any required routine maintenance on the property subject to your prior approval where possible.
- d. Instruct emergency work at the property to the maximum of the float held without prior instruction if a situation arises out of normal business hours where we are unable to contact you.
- e. Will arrange for the annual Gas Safety Certificate to be carried out in a timely manner the cost of which will be deducted from your rental account, unless otherwise instructed by you.
- f. Forward any post passed onto us or found by us at the property. There may be an additional charge for any post being forwarded abroad.
- g. Liaise with Tenant and Landlord prior to a fixed term Agreement to ascertain both parties intentions and serve any appropriate notice.
- h. If instructed by you, pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds.

16. Landlord's Obligations

16.1 Consent for Letting

By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

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16.2 Mortgage

If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

16.3 Sub-letting

If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

16.4 Insurance

It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that includes amongst others cover for loss of Rent, contents, and legal expenses.

16.5 Taxation

You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that letting agents forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.

The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from www.hmrc.gov.uk. Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

16.6 Rent Arrears or Breach 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 and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

16.7 Reimbursement of the Agent

You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of 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 fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

16.8 Water Rates

You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Premises to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the

Landlord as from October 2011 if no forwarding address is provided. We cannot be held liable if we do not manage the Premises; the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company. The water companies have now provided a website called LandlordsTAP for registration of the name and address of the current account holder for the water at the Premises. It is your responsibility to ensure the information is current to prevent any liability arising for yourself relating to water charges.

16.9 Sub-Contractors

Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

16.10 Housing Act 2004

Due to this Act certain types of Premises may require a licence before they can be let. It is your responsibility to determine whether you need a licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises are let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely that of the Landlord. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

16.11 Indemnity

If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this Agreement.

17. Deposit Handling (Agent to Hold through DPS)

17.1 The Housing Act 2004 requires that any Deposit taken in relation to an Assured Shorthold Tenancy ("AST") must, as from the time it was received, be dealt with in accordance with an authorised scheme.

17.2 We will normally receive the Deposit if it is an AST and forward it to the Deposit Protection Scheme to hold during the Tenancy (custodial scheme) unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing.

17.3 We register all AST Deposits with the Deposit Protection Service ("DPS") under their Custodial Scheme.

17.4 If we are instructed to protect the Deposit in the DPS Custodial Scheme we will register the Deposit and transfer it to the DPS within thirty days of the Tenancy commencing or the Deposit being taken whichever is earlier. We will deal with the Deposit as required of us in the Custodial Terms and Conditions

17.5 If the Tenancy is outside the protection of the Housing Act 2004 we will pass it to the Landlord to hold in a separate client account if requested in writing and the Tenant gives written consent.

17.6 If the Landlord protects the Deposit under DPS in his name it is his responsibility to serve the Prescribed Information and the Terms and Conditions of the DPS on the Tenant and to register and log the Deposit with DPS within thirty days of the Deposit being taken and provide written proof to us of the protection.

17.7 If we are not managing the Premises we will not negotiate deductions between the Landlord and the Tenant but will inform the DPS how the Deposit is to be released by completing the relevant documentation once both parties confirm in writing the deductions to be made. Unless we manage the Premises we will not negotiate on your behalf unless requested by you in writing. We will charge a fee for this service which will be agreed prior to these negotiations.

17.8 If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

17.9 Warranty

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

18. Inventory

Groves Residential use the services of an independent inventory clerk for the purpose of check-in, check-out, making of the initial inventory and updating inventories. The cost of all inventory work with the exception of the check-in is at a cost to you. Prices for these services are dependent on the size of the property and level of furnishings. The costs of these services are available on request.

19. Preparation for Letting

The property must be handed over to the Agent for letting in the safe condition, including garden and garage (if any) and ensuring all personal items are removed. The property will also be professionally cleaned and the garden in a neat and tidy condition prior to the tenancy commencing.

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20. Keys

You agree to make available a full set of keys to Groves Residential to commence marketing, to enable Groves Residential to conduct accompanied viewings. Should the set of keys be held by an existing agent, you consent to us obtaining a copy set, which will be chargeable to you.

21. Termination

Either party has the right to terminate this Agreement in writing:

- a. upon the Occupier’s vacation of the Premises;
- b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
- c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
- d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- e. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

22. General

22.1 Our fee structure means that you may be required to continue paying us a fee for as long as any Tenant we find for you is occupying your Premises even if you have no direct ongoing relationship with us.

22.2 You will be liable to pay us commission if we introduce the tenant to the property who then proceeds to offer through another agent. Please check before accepting any offers that you have no liability to pay two fees.

22.3 Refund of Commission

We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

22.4 Withdrawal from an Agreed Offer

If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions you agree by signing this Agreement to meet some of the costs and the expenses incurred up to the sum of **£560** including VAT (dependant on the number of references undertaken). This clause does not affect any statutory rights to cancel that may arise under the Cancellation Regulations. If you have a

right to cancel under the Cancellation Regulations, this clause will apply if you withdraw your instructions at any time after the 14 day cancellation period, or at any time after we have received a written request for us to market the Premises.

22.5 Joint and Several Liability

If the Landlord forms more than one person all persons forming the Landlord are liable for our Fees, Commission and Disbursements until all outstanding sums are paid in full; and each person forming the Landlord is liable for payment of all Fees, Commission and Disbursements until all outstanding sums are paid in full.

22.6 Sub Agency

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

23. Additional Services

The following Services are in addition to the above and form the subject of an additional charge.

- a. Service of Notices to terminate a Tenancy **when we are not managing** the Premises will be subject to an administration fee of **£80** including VAT.
- b. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement: **£60** including VAT per hour or part of an hour.
- c. Instructing contractors during a void period or if we are not managing the Premises will incur an administration fee of **£24** including VAT payable in advance together with the cost of the contractor. This Service is only offered provided we have written instructions from the Landlord and hold sufficient cleared funds to cover the cost of the work plus our fees.
- d. We reserve the right to charge a supervisory fee of **10%** including VAT on any maintenance or improvement works that cost over £300.
- e. Preparation of documentation for County Court proceedings or DPS adjudication will be **£48** per hour including VAT plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged at **£100** including VAT per hour plus our reasonable costs and expenses.

23.

INTRODUCTION ONLY

- Introduction Only Service. 6 Weeks Sole Agency **8.4% inc VAT**

RENT COLLECTION

- Introduction and Rent Collection Service. 6 Weeks Sole Agency **10.8% inc VAT**

FULL MANAGEMENT

- 6 Weeks Sole Agency **14.4% inc VAT**
- Inspections per visit at **£72 inc VAT**
- o Quarterly
 - o Half-Yearly
- Visits during a void period using our caretaking service will be **£24 including VAT** for one visit each week during office hours

ADDITIONAL OPTIONS

- Preparation of Tenancy Agreement **£90 including VAT**. We do not charge landlords an administration fee for preparing extension or renewal agreements.
- I will prepare my own tenancy agreement and I will register the security deposit with:-
- o Deposit Protection Service
 - o My Deposits
 - o Tenancy Deposit Scheme

INVENTORY

- I will arrange for an Inventory and Check-In Service
- I would like Groves Residential to arrange this on my behalf - **Price dependent on the size of the property**

PROFESSIONAL CLEAN

- I will arrange a professional clean
- I would like Groves Residential to arrange this on my behalf - **Price dependent on the size of the property**

SMOKE AND CARBON MONOXIDE ALARMS

- I will supply, fit and ensure the smoke alarm(s)/carbon monoxide alarm(s) are in full working order on the day the tenants move into the property
- I would like Groves Residential to arrange this on my behalf – **£75 including VAT per alarm**

GAS SAFETY

- I have a current Gas Safety Certificate
- I will arrange for a Gas Safety Check to be carried out
- I would like Groves Residential to arrange this on my behalf. **From £75-£95 including VAT depending on the number of appliances to be checked**
- There are no gas appliances at the property

ENERGY PERFORMANCE CERTIFICATE

- I have a current EPC which I will provide to Groves Residential
- I would like Groves Residential to arrange an EPC on my behalf and at a cost to me. **£95 including VAT**

LEGIONNELLA RISK ASSESSMENT

- (Referring to Section 11.7) I can confirm I have read and understand the risk regarding Legionella, I will undertake any appropriate actions necessary.

Initial: _____

Initials



Notice of the Right to Cancel (Consumer Landlords Only)

1. If you sign this contract **away** from our offices, either following face to face negotiations **or** if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:
 - a. You have the right to cancel this contract within 14 days without giving any reason;
 - b. The cancellation period will expire after 14 days from the day you sign this Agreement;
 - c. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email. You may use the cancellation form below but it is not obligatory;
 - d. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired;
 - e. If you cancel this contract, we will reimburse to you all payments received from you but subject to clause g below. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract;
 - f. Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page;
 - g. **If you request in writing that we begin performance of the service prior to the end of the cooling off period and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work we have done until you have communicated to us your cancellation.**

Request for us to begin marketing the Premises and all other services as set out in this Agreement during the cancellation period. If you are entitled to a fourteen day cooling off period we will not begin performance of the service unless you have requested us to do so in writing. You may request us to do so by signing below.

I/We hereby give notice that I/We have read the Notice of the Right to Cancel and I/We request you to begin to market the Premises To Let and all other services as set out in this Agreement

Ordered on:[insert date Terms were signed on]

Name(s):.....

Signatures:.....

Date:.....

Do not sign above unless you wish us to begin marketing your Premises immediately.

Initials.....

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

I/We accept the above Terms and Conditions and I/we instruct Groves Residential to act on my/our behalf.

For use where the Landlord is an individual or group of individuals:

Signed by and on behalf of the Agent:

Name:

Signature:

Position:

Date:

Signed by the Landlord:

Name:

Address:

.....

Contact Number:

Email Address:

Signature:

Date:

Landlords Bank Details

A/C name

Bank Name.....

A/C No.

Sort Code

Initials



Cancellation Form

If you decide to cancel this contract during the Cancellation Period you must do so in writing by carrying out one of the actions below:

- 1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by email to:
Groves Residential
11 High Street
New Malden
KT3 4DQ
Fax: 020 8588 1485
Email: mail@grovesresidential.com

at any time within the Cancellation Period;
or

- 2. Provide the same details in writing to:
Groves Residential
11 High Street
New Malden
KT3 4DQ
Fax: 020 8588 1485
Email: mail@grovesresidential.com

at any time within the Cancellation Period.

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

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Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To:

Groves Residential
11 High Street
New Malden
KT3 4DQ
Email: mail@grovesresidential.com

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Ordered on:
[insert date Terms were signed on]

Name(s)

Address.....

Signature.....

.....

Date

Initials.....