



Landlord Terms and Conditions

Douglas & Maxwell Estates' fees are set out in detail in the agreement below and you are reminded to read the terms carefully.

Under the Terms and Conditions below, you will be liable to pay Douglas & Maxwell Estates' commission fees in respect of the initial period of the tenancy and also in respect of a period after the end of that initial period, where the original tenant introduced by Douglas & Maxwell Estates remains in occupation, whether under a new agreement or by the initial agreement being extended or the tenant being allowed to hold-over (all of these being "Renewals"). Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation. Renewal Commission will be charged in advance and will only be payable for the first year of Renewal. You will be liable to pay Douglas & Maxwell Estates' Renewal Commission fees whether or not any Renewal is negotiated by Douglas & Maxwell Estates; even if any Renewal is negotiated by another agent; and even if you do not require Douglas & Maxwell Estates to perform any additional services over and above the introduction of a tenant.

After the initial period of tenancy and 1st year of Renewal, Douglas & Maxwell Estates' obligations under this agreement will cease. Douglas & Maxwell Estates will offer you the opportunity of continuing to receive the benefit of our services.

Schedule - Commission fees of Douglas & Maxwell Estates Ltd

1. Long term lettings for initial period (*Initial term of 6 months or more*)

All our fees are not subject to VAT

All our percentage figures represent commission against your ANNUAL rental income

- | | |
|---|--------------------|
| <p>Let only service (<i>Finders' fee</i>)</p> <ul style="list-style-type: none"> • Administration fee • Advise on any repairs or refurbishments needed prior to let where necessary • Professional photos for advert and descriptions • Market appraisal (level of rent to be expected) • Advert arrangements on own website, social media platforms and Zoopla (ZPG) • Viewing arrangements with prospective tenants • Rent collection – 1st month in advance, assist tenant with setting up DD for your future payments to your bank account • Process 'holding deposit' together with the deposit of the equivalent to six weeks rental income • Erect a 'To Let' board on the property grounds • Execution of tenancy | <p>6.5%</p> |
| <p>Extensions/renewals/hold-over's/continuations</p> | <p>5%</p> |
| <p>Let and Property Management service</p> <p>Percentage of annual rental income</p> <ul style="list-style-type: none"> • All details in the Let Only section (detailed above) • Arrange routine maintenance work up to amount held in the float by yourself (i.e. CP12, E.I.C.R, E.P.C, minor repairs) • All communications with tenant for full term of agreement e.g. issues with any of the fixtures and fittings, emergency repairs etc. (Emergency out of hours call out - QuickFix Plumbing and Heating Ltd £100.00 call out fee and £100.00 per hour or part thereof) • Process first months' rent along with the deposit of the equivalent to six weeks rent • Set up a Direct Debit with tenant to collect monthly rental payments then forward onto you – monthly • Make attempts to prompt payment from tenant(s) if need be or send appropriate notices • Advice to Council to advise of new tenants in occupancy and utility companies • Property visits (up to 2 visits per annum) | <p>12%</p> |
| <p>Extensions/renewals/hold-over's/continuations</p> | <p>10%</p> |

Management only service 10%

Percentage of annual rental income - *written notice to cease our Management Service is one calendar month with a minimum period of 2 consecutive months*

- Administration fee
- All communications with tenant for full term of agreement e.g. issues with any of the fixtures and fittings, emergency repairs etc (**Emergency out of hours call out** - QuickFix Plumbing and Heating Ltd £100.00 call out fee and £100.00 per hour or part thereof)
- Process first months' rent along with the deposit of the equivalent to six weeks rent
- Set up a Direct Debit with tenant to collect monthly rental payments then forward onto you – monthly
- Arrange routine works up to amount held in the float by yourself (i.e. CP12, E.I.C.R, E.P.C, minor repairs)
- Make attempts to prompt payment from tenant(s) if need be or send appropriate notices
- Advice to Council to advise of new tenants in occupancy and utility companies
- Property visits to check is in good order (up to 2 visits per annum)
- **Extensions/renewals/hold-over's/continuations 9%**

2. Short Term Lettings (Initial term of less than six months)

- **Let and Property Management Service 12%**
Percentage of the rental term pro-rata
 - All details in the Let Only section (detailed above)
 - Obligatory management service
 - Communications with tenant for full term of agreement e.g. issues with any of the fixtures and fittings, emergency repairs etc.
- **Renewal – 1st term 11%**
- **Continuation (Periodic) 9%**

OTHER FEES IN ADDITION TO THE SERVICES ABOVE *(Not subject to VAT)*

Registration of tenant's deposit with a governed scheme <i>(per tenant, also for Continuations and Renewals)</i>	£30.00
Inventory & Condition report/check in <i>(To include any unfurnished flat/house with up to 1 Bathroom, 2 reception rooms and 2 bedrooms)</i>	£165.00
Energy Performance Certificate (EPC – renewal every 10 years)	£75.00
Floor plan	£70.00
Energy Performance Certificate & Floor plan	£100.00
Gas Safety Certificate (renewal once per year)	£85.00
Electrical Installation Condition Report (EICR – renewal every 5 years)	£140.00
Property inspections beyond the initial agreed visits (per visit)	£75.00
Caretaking Service (per visit, when property is vacant)	£50.00
Furnishing (cost of items) + fee	£75.00
Project management - renovation works (10% of total cost of works) + fee <i>(Oversee on behalf of Landlord)</i>	£75.00
Reviewing your own tenancy agreement	£180.00
HMRC Return for Non-resident Landlords (per annum)	£95.00
Smoke & carbon monoxide alarms (10 Year battery)	£140.00
Smoke detector, wireless interlinked (10yr battery)	£120.00
Carbon monoxide detector (10yr battery)	£120.00
Annual testing, smoke and carbon monoxide alarms	£85.00

Example of fees *(Not subject to VAT):*

On a 12 month let only service of £1000.00 per calendar month (**You will receive £12, 000 for the year from your tenant**) our total commission fees of 6.5% would be £780.00

1.0 LETTINGS SERVICE

1.1 INITIAL COMMISSION

1.1.1

In the event that Douglas & Maxwell Estates introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Douglas & Maxwell Estates ("Initial Commission"). See clause 3.3 regarding outstanding fees.

1.1.2

The Initial Commission fee is payable on the commencement of the tenancy.

1.1.3

The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below. The schedule of commission fees are as stated above.

1.1.4

The Initial Commission fee is payable for any tenant introduced to the property by Douglas & Maxwell Estates, whether or not the tenancy is finalised by Douglas & Maxwell Estates.

1.1.5

If the tenancy agreement is terminated in accordance with a break clause, Douglas & Maxwell Estates will refund any commission already received for the remaining period of the tenancy. The commission will be refunded within 14 days of the tenant vacating the property.

1.1.6

If the tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, Douglas & Maxwell Estates will refund the commission for the remaining period of the tenancy to the landlord to the extent that this is not recoverable from the tenant's deposit.

1.2 RENEWAL COMMISSION

1.2.1

Douglas & Maxwell Estates will endeavour to contact both the landlord and tenant 3 months prior of the Initial Agreement to negotiate an extension of the tenancy, if so required.

1.2.2

In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Douglas & Maxwell Estates ("Renewal Commission"), subject to the cap set out in clause 1.2.3 below.

1.2.3

You will not be liable for Renewal Commissions relating to any period beyond the end of the first year from the expiry of the Initial Agreement.

1.2.4

The Renewal Commission fee is due and payable on the commencement of the Renewal taking place within one year from the expiry of the Initial Agreement.

1.2.5

Where a Renewal is for an agreed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed term, subject to the limit under clause 1.2.3 where applicable.

1.2.6

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 Agreement, subject to the limit in clause 1.2.3 if applicable. See also clause 1.2.8 in respect of rebates once the tenant vacates the property.

1.2.7

The schedule of Renewal Commission fees charged is as set out above.

1.2.8

If the tenant vacates the property prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.4 to 1.2.6 above, Douglas & Maxwell will refund the commission for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.

1.2.9

Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

1.2.10

Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Douglas & Maxwell Estates.

1.2.11

Liability for Renewal Commission will come to an end once the property has been sold.

1.3 CONTINUATION PERIOD

1.3.1

We will endeavour to contact you prior to the end of the period set out in clauses 1.2.1 to 1.2.3 above to offer you the option of continuing Douglas & Maxwell Estates' services after the expiry of the period in clause 1.2.3. You are under no obligation to take Douglas & Maxwell Estates' services during the Continuation Period.

1.3.2

The charge for Douglas & Maxwell Estates services during the Continuation Period is as set out above which a percentage of the rent is received by the landlord. Continuation Fees are due and payable on the commencement of the Continuation Period in respect of the first six months of the Continuation Period and will become due and payable every six months thereafter for the following six month period.

1.3.3

We will deduct the Continuation Fee from the first rental payment of the Continuation Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

1.3.4

Continuation Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below.

1.3.5

If the tenant vacates the property prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Douglas & Maxwell Estates will refund the fee for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.

1.3.6

Our obligations during the Continuation Period can be terminated by either side giving notice of one calendar month, such notice not to take effect before the start of the Continuation Period. If such notice takes effect more than one month prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Douglas & Maxwell Estates will refund the fee for the remaining period. The commission will be refunded within 14 days after the termination is effective.

1.3.7

Upon receipt of a valid notice in accordance with 1.3.6 all of Douglas & Maxwell Estates' obligations shall cease.

1.4 PAYMENT OF INITIAL AND RENEWAL COMMISSION

1.4.1

Where Douglas & Maxwell Estates collects the rent, we will deduct the commission fee as follows:-

(a) we will deduct the Initial Commission fee from the first rental payment of the initial tenancy agreement; and (b) we will deduct the Renewal Commission fee from the first rental payment of any renewal, extension, hold-over or new agreement. If the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

1.4.2

Where Douglas & Maxwell Estates do not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 above.

1.5 COLLECTION OF RENT

1.5.1

Douglas & Maxwell Estates will collect rent in accordance with the terms of the tenancy agreement.

1.5.2

The landlord may direct Douglas & Maxwell Estates to stop collecting the rent by giving notice of one calendar month in writing to Douglas & Maxwell Estates.

1.5.3

Where Douglas & Maxwell Estates collects the rent, if the rent has not been paid five days after it falls due, Douglas & Maxwell Estates will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

1.5.4

Please be advised that should rent be accepted after a breach of the Tenancy Agreement by the Tenant, whereby you are seeking possession of the property, the acceptance of rent could operate as a waiver of breach. Immediately following the breach you must notify the Tenant that future rent payments will be regarded as subject to and 'without prejudice' to the breach and may notice served on the Tenant as a result.

1.6 TRANSFER OF MONEY TO THE LANDLORD

1.6.1

Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.

1.6.2

In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

1.6.3

Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this for you.

1.7 REFERENCES

1.7.1

Where the initial term of the letting is for a period of less than six months, Douglas & Maxwell Estates will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Douglas & Maxwell Estates will obtain references on prospective tenants. Usually tenants will pay for the rental term upfront with short lets (less than six months).

1.8 AGENCY

1.8.1

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

1.8.2

However, by instructing Douglas & Maxwell Estates 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 Douglas & Maxwell Estates to sign any of the necessary documentation on your behalf.

1.9 ELECTRONIC DOCUMENTATION

1.9.1

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

1.10 INVENTORY AND CHECK-IN

1.10.1

Where instructed, Douglas & Maxwell Estates will arrange for an inventory to be drawn up of your property's fixtures, fittings, contents and compile a check-in report at the start of each tenancy.

1.10.2

Douglas & Maxwell Estates' do not 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.

1.11 CHECK-OUT

1.11.1

Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The fee will be passed onto the tenant.

1.12 DEPOSIT

1.12.1

The deposit will be held in accordance with the terms of the tenancy agreement.

1.12.2

Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Douglas & Maxwell Estates in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme operated by Tenancy Deposit Solutions Limited trading as mydeposits.co.uk. Under this scheme, undisputed deposits must be released to the tenant within ten days of termination of the tenancy. Full details of the scheme may be found at <https://www.mydeposits.co.uk/>.

Douglas & Maxwell Estates take no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.12.3

For all non-Assured Shorthold Tenancies, Douglas & Maxwell Estates will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Douglas & Maxwell Estates exclude liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

1.12.4

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 Douglas & Maxwell Estates 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 certificate of an authorised scheme.

1.12.5

Any interest earned on the deposit will be retained by Douglas & Maxwell Estates.

1.13 THE GAS SAFETY (INSTALLATION & USE) REGULATIONS 1998

1.13.1

Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer. Douglas & Maxwell Estates can appoint a reputable Gas Engineer for your convenience.

1.13.2

If Douglas & Maxwell Estates are not provided with a valid CP12 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 for their service, together with Douglas & Maxwell Estates' administration charge of £60.00, will be debited from the landlord's account.

1.13.3

If the tenant is remaining in occupation beyond the expiry of the original certificate and Douglas & Maxwell Estates have not received a replacement valid certificate 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 incurred, together with Douglas & Maxwell Estates' administration charge of £60.00, will be debited from the landlord's account.

1.14 THE ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS 1994

1.14.1

The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

1.14.2

If Douglas & Maxwell Estates are not provided with a valid EICR 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. The cost incurred, together with Douglas & Maxwell Estates' administration charge of £60.00, will be debited from the landlord's account.

1.14.3

Where the tenant is remaining in occupation beyond the expiry of the original certificate and Douglas & Maxwell Estates have 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. The cost incurred, together with Douglas & Maxwell Estates' administration charge of £60.00, will be debited from the landlord's account.

1.15 THE SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015

1.15.1

The Landlord is legally responsible for installing smoke alarms on every floor of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance (solid fuel to include wood, coal, charcoal). The Landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented (this is the date stipulated on the tenancy agreement, even where the tenant decides to actually move into the property on a later date). It is for the tenant(s) to ensure the alarm(s) is/are tested regularly thereafter for their own safety (monthly is advisable). If it is apparent that the actual alarm needs replacing then the tenant must advise the Landlord/agent in a timely manner in order for a replacement to be installed. For further information seek https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/464717/150929_SC_Explan_book_Annex_A_LandlordsTenants_REVISED.pdf (also seek any further revisions on the government website)

1.16 FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 AND (AMENDMENT) 1993

1.16.1

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. For further information please seek <http://www.legislation.gov.uk/uksi/1988/1324/contents/made>

1.16.2

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

1.17 ENERGY PERFORMANCE CERTIFICATE (EPC)

1.17.1

All buildings in the private rented sector require an EPC. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Douglas & Maxwell Estates can organise an EPC from an approved supplier for £75.00.

1.18 UTILITIES

1.18.1

The tenants are liable for the set-up of the utilities into their names as soon as they move into the property.

1.19 INDEMNITY

1.19.1

The landlord undertakes to keep Douglas & Maxwell Estates 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.

1.19.2

The landlord agrees to indemnify Douglas & Maxwell Estates 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.

1.20 LANDLORDS RESIDENT OUTSIDE THE UK

1.20.1

The Non-Resident Landlords Scheme is operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

1.20.2

You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

1.20.3

Where a non-resident landlord does not have approval from HMRC, we charge £95.00 for submitting your returns. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Douglas & Maxwell Estates.

1.20.4

Douglas & Maxwell Estates must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Douglas & Maxwell Estates will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Douglas & Maxwell Estates' registered head office address.

1.20.5

Where tax was not deducted, which should have been deducted under the scheme, we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

1.20.6

Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

1.21 LICENCES

1.21.1

It is important to be aware that each local authority operates its own licensing system and some may require the landlord to hold a residential rental licence before they can let out their property. If you are required to have a licence and do not hold one the penalties can be significant. We therefore recommend that you check directly with your local council to ascertain whether licensing will apply, exactly what is required and to see if there are any specific restrictions such as a limit on the number of people permitted to occupy the premises.

2.0 MANAGEMENT SERVICE

2.1 MANAGEMENT SERVICE

2.1.1

The Management Service fee is taken monthly in advance.

2.1.2

Where this service is solely required, our minimum term is 3 consecutive months.

2.1.3

The management agreement can be terminated by either party giving notice of one calendar month to the other. On the expiry of such notice, we will revert to the Lettings Service and the commission fees payable will revert to those payable for the Lettings Service or those payable during the Renewal or Continuation Period, as appropriate.

2.2 TRANSFER OF UTILITIES

2.2.1

Where provided with the necessary information, such as names of suppliers and utility account numbers, Douglas & Maxwell Estates will notify existing service providers and the local authority of the tenant's liability for payment of the services and council tax during the tenancy.

2.2.2

The utility companies and the local authority should send the relevant forms to the new occupier(s) to be completed and signed and it remains the tenants' responsibility to ensure that new accounts are opened in their name(s). Douglas & Maxwell Estates will take reasonable steps to ensure the new tenant(s) have confirmations that all these accounts have been set up in their names. Douglas and Maxwell Estates cannot be held liable if services are disconnected or are not transferred by the utility companies.

2.2.3

At the end of the tenancy, we will contact the service companies and request transfer of responsibility for the service accounts. We will pay bills received from monies held on the landlord's behalf until the property is re-let. Douglas & Maxwell Estates cannot be held liable should the service companies cut off the services for whatever reason.

2.2.4

Douglas & Maxwell Estates will need a set of the Gas meter box keys to access for readings.

2.3 SHORT LETS

2.3.1

Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

2.4 KEY-HOLDING SERVICE

2.4.1

We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

2.5 REPAIRS AND MAINTENANCE

2.5.1

The Landlord and Tenant Act 1985 imposes obligations on you in respect of the structure of the property, which includes the drains, gutter and down pipes, the exterior of the property and to keep the appliances for the supply of gas electricity, water and space heating as well as sanitary fittings in good repair.

2.5.2

The property must be cleaned including windows and carpets prior to any Tenant Occupation. We can arrange cleaning if required. If we consider the cleanliness of the property is below standard we reserve the right to instruct cleaners at your cost.

2.5.3

We can deal with either partial or total refurbishment of the property at a cost of 10% of the total cost of the work. We can also buy/supply furniture and appliances to the property, our administration charge will be £75.00 plus the cost of the item(s).

2.5.4

You hereby give us authority to organise and supervise, any minor repairs or routine works to comply with your obligations as detailed in clause 2.5.1

2.5.5

The Agency endeavours to select competent tradesmen at reasonable prices but is unable to personally guarantee the standard of workmanship or any liability arising thereof, although the Landlord retains the right to pursue any claim against appointed tradesmen for substandard work.

2.5.6

We will contact you for permission to proceed if the cost of the work exceeds £250 (or other amount to be agreed in writing).

2.5.7

If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance and submit them to you for approval prior to the commencement of the work.

2.5.8

However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

2.5.9

If the property is vacant when adverse weather conditions occur, there may be frost damage to water or heating systems and sanitary appliances. The Landlord is strongly recommended to take all necessary action to protect the property from such risks, or to instruct the Agency to put in hand any necessary works on the Landlord's behalf. The Agency accepts no responsibility or liability for damage caused in these conditions.

2.5.10

Our service does not include supervision of the Property when vacant (i.e. tenants go on a vacation etc.). We are though able to provide a caretaking service whereby the property is visited and inspected at a cost of £50.00 per visit.

2.6 PAYMENT OF OUTGOINGS

2.6.1

A float of £250 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

2.6.2

We 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.

2.6.3

Where instructed by the landlord and where we hold sufficient funds, Douglas & Maxwell Estates will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, as and when demands are received. 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.

2.7 MANAGEMENT INSPECTIONS

2.7.1

We will undertake up to two inspections of the property per annum. It must be understood that this inspection can only provide a superficial examination and is not intended to be a structural survey or inventory check. We cannot accept responsibility for hidden or latent defects.

2.8 CHECK-OUT AND DEPOSIT

2.8.1

We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for AST's, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme operated by mydeposits.co.uk which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with mydeposits.co.uk regarding deductions made from the deposit, you agree to transfer the disputed funds to mydeposits.co.uk within ten days of being asked to do so.

2.8.2

Douglas & Maxwell Estates 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 within the requisite time.

2.9 MANAGEMENT DURING VOID PERIODS

2.9.1

During void periods, you may instruct us to 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, Douglas & Maxwell 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.

2.10 DEALING WITH THIRD PARTIES

2.10.1

Douglas & Maxwell Estates will liaise (where necessary) with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

2.11 INSURANCE

2.11.1

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.

2.11.2

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.

3.0 GENERAL NOTICES

3.1 PERMISSIONS AND CONSENTS

3.1.1

The landlord warrants that consent to let from his/her mortgagees has been obtained, and

3.1.2

Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and

3.1.3

He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and

3.1.4

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

3.2 COMMISSION AND INTEREST

3.2.1

Any commission, interest or other income earned by Douglas & Maxwell Estates while carrying out our duties as agent for the letting and/or management of the property, e.g. by referrals to solicitors, tenant fees, EPC providers, contractors or inventory clerks, will be retained by Douglas & Maxwell Estates.

3.3 OUTSTANDING FEES

3.3.1

The landlord agrees that, where any of Douglas & Maxwell Estates; fees and/or commission charges remain outstanding for more than seven days, Douglas & Maxwell Estates 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 on which Douglas & Maxwell Estates is instructed.

3.4 INTEREST

3.4.1

Douglas & Maxwell Estates' fees are payable on demand, as and when they fall due. Douglas & Maxwell Estates reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

3.5 VAT

3.5.1

All Douglas & Maxwell Estates' commission fees are not subject to VAT.

3.6 KEYS

3.6.1

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 by the instructed office(s) where appropriate. We will not charge you for this service.

3.6.2

Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

3.6.3

Douglas & Maxwell Estates' 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, Douglas & Maxwell Estates' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

3.7 LEGAL PROCEEDINGS

3.7.1

Douglas & Maxwell Estates' are not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and our fee for any such attendance will be £250.00 per day, or part thereof. Douglas & Maxwell Estates will not accept service of legal proceedings on the landlord's behalf.

3.8 DISCLAIMER

3.8.1

Douglas & Maxwell Estates 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.

3.9 JURISDICTION

3.9.1

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.

3.10 PRIVACY POLICY

3.10.1

Douglas & Maxwell Estates will keep your personal information secure. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to: The Director, Douglas & Maxwell Estates Limited, 4 Downs House, 34 Violet Lane, Croydon, CR0 4HF or email us at admin@dm-estates.co.uk

3.11 ANTI-MONEY LAUNDERING REGULATIONS

3.11.1

Douglas & Maxwell Estates are subject to the Money Laundering Regulations 2007. As a result we will need to ask you for suitable identification and will be unable to proceed with any work on your behalf if we are unable to obtain this from you. We hold customers' identity on our records for a period of 5 years and we obtain proof of ownership of property and source/destination of funds.

3.12 AMENDMENTS

3.12.1

Douglas & Maxwell Estates may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service that we offer you.

3.13 ENTIRE AGREEMENT AND VARIATIONS

3.13.1

Douglas & Maxwell Estates intend to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any changes to be made to this agreement, please discuss and make sure you ask for these to be agreed in writing. In that way, we can avoid any problems surrounding what Douglas & Maxwell Estates and the landlord are each expected to do.

4.0 COMPLAINTS PROCEDURE

4.1 COMPLAINTS PROCEDURE

4.1.1

If you are dissatisfied with Douglas & Maxwell Estates' service, you may write to The Director at 4 Downs House, 34 Violet Lane, Croydon, CR0 4HF. This complaint will be acknowledged within 3 working days of receipt and an investigation undertaken. A formal written response will be sent to you within 21 working days. If we require further time, we will advise you in writing and confirm our revised response date. If you remain dissatisfied with the result, you are entitled to refer the matter to the Ombudsman Services, The Brew House, Wilderspool Park, Greenall's Avenue, Warrington, WA4 6HL within six months for review, by completing the form on their website found at <https://www.ombudsman-services.org/what-are-you-complaining-about-os.html> - you may also telephone them on 0330 440 1634.

5.0 MISCELLANEOUS

5.1 HEADINGS

5.1.1

The headings in this document do not form part of these Terms and Conditions and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

5.1.2

CLIENT ACCOUNT

All client monies will be held in a 'Client Account' at the Royal bank of Scotland, separate to Douglas & Maxwell Estates' Business account.

5.1.3

GENERAL INFORMATION FOR THE TENANTS

Douglas & Maxwell strongly recommend you leave a folder in the property with general information/special instructions for using all the appliances.

Declaration

I/we declare that I am/we are the sole/joint owner(s) of the Freehold/Leasehold property as stated above and that prior to the commencement of the tenancy all furniture and upholstered furniture, soft furnishings, beds, mattresses, pillows and cushions (if any) supplied to the property, comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993, and warrant that the property complies with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994.

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Douglas & Maxwell Estates to commence marketing the property immediately.

Before accepting this agreement, it is very important that you carefully read and understand all of the terms and conditions set out in this document. Only accept this agreement if you wish to be bound by all of the terms and conditions it contains.

Signed Landlord 1..... Print name..... Date.....

Signed Landlord 2..... Print name..... Date.....

On behalf of the Landlord

Signed Agent..... Print name..... Position.....

Date

Additional Information

Gas Supplier		
	Acct no:	Tel no:
Gas Safety check (CP12)	Date completed:	Due:
Energy Performance Cert.	Date completed:	Due:
Electricity Supplier		
	Acct no:	Tel no:
Electrical tests (EICR)	Date completed:	Due:
Council Borough		
	Acct no:	Tel no:
Water supplier		Acct no:
	Acct no:	Tel no:
Alarm code(s)		
<i>Other useful information:</i>		
Stop cock - location		
E.C.V (Emergency Control valve for gas) – location		
Electrical Consumer Unit – location		