

TERMS OF BUSINESS FOR RESIDENTIAL LETTINGS ('TERMS')



These Terms set out the agreement between (1) you ('you' or 'your') and (2) Proper Local Limited t/a "Proper Local" ('us', 'we' or 'our') under which we will act as agents for you in connection with the letting of your Property. These Terms are, necessarily, quite detailed and precise. If you require clarification, please contact us by return. Please otherwise complete, sign and return these Terms, Confirmation of Instruction and Landlord(s) Declaration to us to indicate your acceptance of the same. Copies should be kept for your records.

Proper Local Limited trading as Proper Local. Company Registered Number: 10190760 (registered in England and Wales). Registered Office: Sigma House, Oak View Close, Edginswell Park, Torquay, Devon, TQ2 7FF. We are a member of The Property Ombudsman ('TPO') and abide by the TPO Code of Practice. You agree that we may disclose information relating to the letting of your Property to TPO, if you have registered a complaint and TPO asks for it. You also agree that we may disclose your contact details to TPO to assist in their monitoring of our compliance with the Code of Practice.

It is important that you read these Terms, which include terms as to our entitlement to fees and commissions as well as YOUR LEGAL OBLIGATIONS AS LANDLORD (at pages 5 and 6 below), in full before completing the Confirmation of Instruction and Landlord(s) Declaration.

In these Terms various words, which are identified using capital letters to start them, have specific meanings which may be more extensive than you would otherwise expect. Definitions of these words are set out on the "Definitions" pages 9 and 10 and they should be read in conjunction with the other clauses in these Terms.

In return for our Services, whether they are letting or renewal, you will pay us a Commission Fee which will be based on the commission rates set out in the Confirmation of Instruction Form attached to these Terms. Applicable minimum fees are also set out. There are also a number of additional costs and Charges identified in these Terms that will/ may be payable by you as Landlord of the Property.

1. OUR COMMISSION FEE & CHARGES

- 1.1 Our Commission Fee and Charges applicable to the Service you have chosen are confirmed in the attached Confirmation of Instruction form. In signing the Confirmation of Instruction and these Terms you agree to the provision of Services and the Commission Fee and Charges detailed therein.
- 1.2 Our Commission Fee for our Services is charged based upon an initial 12-month tenancy and is payable in advance.
- 1.3 VAT is based on the current rate of VAT. If the VAT rate changes, all amounts will be adjusted to reflect that change.
- 1.4 Our Commission Fee becomes payable once a Tenant Introduced to the Property by us signs a Tenancy Agreement which is executed, irrespective of whether or not the Tenancy is finalised by us.
- 1.5 Our Commission Fee shall include Renewal Commission where the initial Tenancy extends or holds over indefinitely irrespective of whether or not we negotiated the Tenancy, renewal, extension or holding over and where there is more than one person comprising the Tenant or Permitted Occupant will be payable in full where any or all of them remain in occupation under any renewal, extension or period of hold over. Note that we only charge £500+VAT (£600 inc VAT) in respect of the first Tenancy renewal and shall not charge Renewal Commission thereafter.
- 1.6 If the Tenant terminates the Tenancy Agreement prior to the end of the Tenancy term, and such termination is in compliance with the terms of the Tenancy Agreement (for example a break clause was included and exercised), an appropriate percentage of the Commission Fee calculated on a 12-month pro rata basis will be refunded upon written request (e.g. termination of a Tenancy in month 6 will result in a 50% refund). Please note the refund will be pro-rata of £1,000+VAT (£1,200 inc VAT) as £95 (inc VAT) of our initial fee is used to cover referencing costs. In respect of any Renewal Commission, a pro rata refund shall only be available for 4 months from the renewal date (e.g. termination of a renewed Tenancy at the end of month 2 shall result in a 50% refund and no refund shall be payable after month 4). Please note that our fee is not refundable if you terminate the contract early.
- 1.7 Our Charges are in addition to the Commission Fee and are for additional Services confirmed in the attached Confirmation of Instruction form.
- 1.8 If the Landlord comprises more than one person, each person comprising the Landlord will be jointly and severally liable for our Commission Fee and Charges.

2.0 Sole Agency

- 2.1 Where we have agreed with you that we will act as sole agent, then this will be for a period of 3 weeks starting on the date of our agreement. This means you will be liable to pay the Commission Fee to us, in addition to any other costs and Charges agreed, if at any time, unconditional contracts for letting of the Property are signed:
 - with a Tenant Introduced by us during the period of sole agency; or
 - with a Tenant with whom we had negotiations about the Property during that period; or
 - with a Tenant Introduced by another agent or any other person, including you, during this period.
- 2.2 It is important to note that, if you instruct another agent to act as well as us, you will have to pay a Commission Fee due to us under this agreement regardless of whether or not you also owe a fee to the other agent.

3.0 Sale of the Property

- 3.1 Should the Property be sold or passed over with the benefit of a Tenancy in place, our Commission Fee remains payable for the duration of that Tenancy and any renewal, extension or holding over. Your solicitor must assign liability for the ongoing payment of our Commission Fee beyond the contractual date of sale to the purchaser and ensure that any necessary updates to the Tenancy Agreement, Deposit and other relevant legal documentation are prepared. In the event that your solicitor fails to do so, liability for the payment of our Commission Fee shall and Charges remain with you as the original Landlord.

3.2 In the event that a sale of or acquisition of an interest in the Property (whether by transfer of your interest or the granting of a lease) should be agreed to any purchaser introduced by us or with whom we have had negotiations in relation to the Property, we shall be entitled to make a Charge of £5,000 inc VAT (£4,166.67+VAT) in accordance with our "Terms of Business for Residential Sales" (available upon request).

4.0 OUR LETTING SERVICE

4.1 The Tenancy

4.1.1 Permissions & Consent

4.1.2 In signing these Terms you confirm that you are the sole or joint owner of the Property and have the legal right to let the Property under the terms of any mortgage or head lease and holds all necessary planning and other statutory permissions.

4.1.3 In the case of joint ownership, you hereby confirm that all owners (as they appear on the title deeds of the Property) will be named on the Tenancy Agreement and that, if signing on their behalf, this will be by way of a Power of Attorney created (as a deed).

4.2 Tenancy Agreements

4.2.1 Where instructed to prepare Tenancy Agreements, we can make limited amendments to confirm what has been agreed between you and the Tenant, usually by way of adding supplementary clauses. Where wider ranging changes to the main terms of the Tenancy Agreement are required, you should instruct a solicitor to prepare a bespoke Tenancy Agreement at your own expense.

4.2.2 Where you provide your own Tenancy Agreement, whilst able to pass it to the Tenant for signing, we are unable to comment on its suitability or to make amendments to it.

4.2.3 Where the Tenant provides his own Tenancy Agreement, we recommend that you seek advice from a solicitor. We are unable to comment on its suitability or to make amendments to it.

4.3 References

4.3.1 Where appropriate, references will be obtained on your behalf on prospective Tenants (including their right to reside in the UK) and their guarantors utilising the services of an independent referencing agency.

4.3.2 Reasonable care will be taken when instructing an independent referencing agency on your behalf and when accepting and passing documentation provided by the Tenant over to them, but we accept no liability for: any failure on the part of the independent referencing agency; the Tenant in misrepresenting their identity or failing to meet their obligations under the terms of the Tenancy, or for any breaches of the Immigration Act 2014 by you.

4.3.3 Such references will, where applicable, be passed to you in order to help you decide whether or not those at the Property have the right to in the UK and to meet their obligations under the terms of the Tenancy. In authorising the Tenancy, you are deemed to have approved the references and granted consent for the Tenancy.

4.3.4 Our Fee includes the cost of referencing four (4) tenants or guarantors (maximum 4 separate references). Should a Tenant (or group of Tenants) fail referencing and a proposed tenancy not proceed then you will become liable for the cost of the references at £20 (inc VAT) per reference. However, if references fail on the basis of a Tenant(s) supplying deliberately misleading or fraudulent information then the cost for the references will be taken from the Tenants' Reservation Deposit.

4.4 Inventory

4.4.1 Prior to commencement of the Tenancy, we require you to carry out a professional independent inventory and schedule of condition at your own expense.

4.4.2 Due to the Tenant Fees Act 2019 it is unlawful to charge a Tenant any kind of fee relating to a tenancy. This includes check in or check out costs associated with an inventory and schedule of condition. We strongly advise that a check out report is conducted by the same company which compiled the inventory and schedule of condition.

4.4.3 In the absence of a professional independent inventory or check out report, you may be unable to claim compensation from the Tenant for any loss or damage suffered at the Property and we accept no liability for any loss or damage suffered under these circumstances.

4.4.4 Reasonable care will be taken when instructing an independent inventory clerk on your behalf but we accept no liability for any error or omission on their part.

4.5 Deposit

4.5.1 If appropriate, we will collect and hold a Deposit from the Tenant as Stakeholder against any unpaid Rent, bills, dilapidations and any costs or losses and/or liability of the Tenant under the Tenancy Agreement by the Tenant.

4.5.2 We are members (agent ID 1753818) of the Deposit Protection Service, a trading name of Computershare Investor Services Plc, authorised and regulated by the Financial Conduct Authority. Registered address: The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

4.5.3 If we are instructed by you to hold the Deposit, it shall be so under the Terms of The Tenancy Deposit Scheme to ensure you are compliant with the deposit requirements of the Housing Act 2004. Whilst we do not charge for this service, we will not mediate on any deposit disputes at the end of any Tenancy.

4.5.4 If a dispute arises at the end of the Tenancy, where appropriate, the Tenancy Deposit Scheme can be requested to arbitrate. You should refer to the Tenancy Agreement for details of how to proceed in the event of a dispute arising.

4.5.5 If we agree and you the Landlord decide to hold the deposit yourself in relation to an Assured Shorthold Tenancy, we will transfer it to you within 5 days of receiving it. You must then register it with an authorised deposit scheme within 30 days of us receiving it. You must then give the Tenant and any relevant person (i.e. anyone who paid all or part of the Deposit) the "prescribed information" about the Deposit and ensure that any relevant rules of the scheme used by you are met in full. If you fail to do so this can prevent you from serving a Section 21 notice for possession and the Tenant can take legal action against you in the County Court, requiring you to, amongst other things, pay compensation to the Tenant of up to 3 times the Deposit.

4.5.6 We have no liability for any loss suffered if you hold the deposit and/or if you fail to comply. You agree to indemnify us for any loss or damage suffered in relation to you holding the deposit/ or any failure to comply with the relevant statutory requirements.

4.5.7 We do not warrant that the Tenancy Agreement provided by us complies with the requirements of any particular scheme used by you to protect the Deposit. Your scheme may have its own specific requirements and it will be for you to advise us of any clauses that need to be included within the Tenancy Agreement and then to take your own advice regarding these matters. Any non-compliance with your obligations under the relevant tenancy deposit protection scheme will be your own liability.

4.6 Keys

4.6.1 When instructed to let the Property we will, if required, hold a set of keys, including access fobs and remote controls in our secure key system. This system ensures that keys are unidentifiable to third parties and our liability is strictly limited to the cost of cutting/ providing replacement keys, fobs and remote controls in the event of loss or damage.

4.6.2 We confirm and you hereby confirm your understanding that keys held, including those held by a porter or concierge at the Property, will be used by our staff and approved contractors and released to any third party requiring legitimate access, including but not limited to your preferred contractors.

4.6.3 Keys will be retained for 28 days once the Property has been let. We reserve the right to securely dispose of keys which are not collected by you within 28 days.

4.7 Utilities

4.7.1 Where the Property is served by a community/ communal heating/ hot water system, you warrant to furnish us with written details for inclusion within the Tenancy Agreement. We accept no liability for any loss suffered by you as a result of the Tenant failing to pay such sums as may be due for the provision of heating and/or hot water during the Tenancy.

4.7.2 We confirm and you understand that responsibility for registration of the discharge of effluent from septic tanks and sewerage treatment plants remains your responsibility. Further information is available at www.environmentagency.gov.uk.

4.8 At Renewal

4.8.1 We will contact you and the Tenant prior to the end of the Tenancy to endeavour to negotiate an extension of the Tenancy Agreement.

4.8.2 In the event of a renewal we will prepare and draft a Memorandum of Renewal. Should there be any changes to the agreed terms, save for the alteration to the value of the letting, either by negotiation or a change in legislation, we will prepare a Renewal Tenancy Agreement.

4.8.3 Our Commission Fee for Renewal Commission will only be charged for the first renewal, extension or period of holding over of the Tenancy (whether the renewal, extension or period of holding over is by a Tenant or Permitted Occupant), whether on a fixed term or periodic basis, irrespective of whether or not we have negotiated the renewal, extension or period of holding over.

4.8.4 Where there is more than one person comprising the Tenant or Permitted Occupant, the Commission Fee in the form of Renewal Commission will be payable in full where any or all of them remain in occupation after any renewal, extension or period of hold over.

4.9 Ending the Tenancy

4.9.1 You must provide at least 12 weeks written warning to us of your intent to end the Tenancy either at the end of the fixed term, or any extension thereof, or according to the break clause. We cannot be held responsible for any delay in obtaining possession if insufficient time is allowed for service of the possession notice, or if you prepare and serve notice yourself.

4.9.2 Should you request a notice for possession to be served, we will arrange on your behalf the service of the most appropriate form of possession notice on the Tenant to require vacant possession of the Property. Such notice will only be served in accordance with the Terms of the Tenancy Agreement and, on occasion, independent legal advice may also be required at your own expense.

4.9.3 The Deregulation Act 2015 prevents you from serving a Section 21 (Housing Act Tenancies only) within the first 4 months of a tenancy. You understand that where a Housing Act Tenancy is for a fixed term of 6 months or contains a Landlord break clause at 6 months, that notice, where served correctly, will expire some days after an initial 6 months have elapsed. You also understand that a Section 21 Notice may not be valid where there is no EPC or Gas Safety record (where applicable) at the Property and / or where a "How to Rent Guide" was not provided in writing to the Tenant and where smoke detectors and carbon monoxide alarms have not been installed. <https://www.gov.uk/government/publications/how-to-rent>

4.9.4 The Deregulation Act 2015 stipulates that a valid Section 21 Notice (Housing Act Tenancies only) cannot be served where: the Tenant has made a written complaint to you regarding the condition of the property before service of the Notice; you have not provided an adequate response within 14 days or the Tenant has complained to the local authority which has served an improvement Notice or Emergency Remedial Notice.

4.9.5 We accept no liability for losses incurred by you in connection with Section 21 Notices that are not deemed to be valid for whatever reason.

4.10 Rent & Client Monies

4.10.1 We will collect the 1st payment of Rent in accordance with the terms of the Tenancy Agreement as payment (or part-payment) of our Commission Fee & Charges. Where insufficient, you independently commit to the payment of all outstanding Commission Fee & Charges in cleared funds prior to the commencement of the Tenancy Agreement.

4.10.2 For the avoidance of doubt, we may at any time, without notice to you, set off any Rent/monies received against any Commission Fee & Charges without limiting or affecting any other rights or remedies available to us under these Terms or otherwise.

4.10.3 Where Rent is outstanding, we will offer general advice on next steps to be taken but cannot undertake legal proceedings on your behalf. We do not accept any liability for rent arrears or breaches of the Tenancy Agreement.

4.10.4 Where you have an insurance policy providing rent and/or legal protection (guarantee), you should notify your insurer as soon as possible where Rent is outstanding. We will not notify your insurer when rent is outstanding (including where we introduced the insurer to you) and cannot accept liability for loss sustained as a result of your breach of the terms of cover.

4.11 Client Monies

4.11.1 Client Money Protection (CMP) is provided by Client Money Protect (www.clientmoneyprotect.co.uk).

- 4.11.2 We confirm and you understand that client monies, including: Rent, float, tax deductions and Tenant Deposits will be held in and/or pass through a client account(s) with any interest that accrues being retained by us to offset our costs in relation to handling client monies. It is further understood that client monies may be held in a client account(s) to which there is no instant access. In such cases early repayment costs will be met by us. For details of the relevant account(s) where client monies are held, please contact us at weare@properlocal.co.uk
- 4.11.3 We endeavour to transfer monies received and due to you (less any deductions due under these Terms) within 5 working days of receipt. On occasion it may take up to 10 working days for funds to clear and then be processed, allocated and transferred.
- 4.11.4 We make no charge for transferring funds by Bankers Automated Clearing Services (BACS). Where we are requested to make a same day Telegraphic Transfer (TT) to either a UK bank account or an account outside of the UK the Charges levied shall be charged to and are payable by you.

4.12 Insurance

You confirm that your insurance company has consented to extend cover on the Property and its contents for the duration of the Tenancy, such cover to include third party and Occupiers liability risk.

5.0 Miscellaneous Terms

5.1 General

- 5.1.1 These Terms, the Confirmation of Instruction and Landlord(s) Declaration forms constitute the entire written agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 5.1.2 No failure by us in exercising any of our rights under these terms of engagement shall be deemed to be a waiver of any breach of these terms of engagement or any subsequent breach by you. No amendments or variation to these Terms will have any contractual effect unless agreed in writing by us.
- 5.1.3 We reserve the right to assign or sub-contract the Services we provide to a third party (subject to your prior agreement in writing where appropriate), if at any stage we consider that it may be of assistance in effecting a let. In doing so, we shall ensure your rights under these Terms will not be prejudiced.
- 5.1.4 We offer a wide variety of property related services and may offer these services to you. We may receive and retain a commission from other contractors or services provided to you either by themselves or as a result of referrals to other organisations providing property related services such as finance, repairs, renewals, removals, furnishings, utilities etc. Any commission/fee is levied against the contractor and not you.
- 5.1.5 You agree that the copyright in all particulars, brochures, photographs and other promotional materials prepared by or at our direction shall belong to us. Where photographs are provided to us by you for particulars, brochures and other promotional material, you confirm that you own the copyright of those photographs, including those taken by third party photographers. You shall indemnify us against any third party claims made against us in connection with the copyright of photographs used in any of our promotional material.

5.2 Exclusion of Liability

- 5.2.1 Our Services will be provided using diligence and care. We cannot give any warranty or guarantee regarding the quality, fitness for purpose or otherwise of a Tenant or for services provided by a third party and cannot accept liability for any failure on their part.
- 5.2.2 Our entire liability in respect of Services provided shall not exceed £25,000.
- 5.2.3 Each condition in these Terms excluding or limiting liability operates separately. If any provision or part of a provision is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
- 5.2.4 Force Majeure shall not entitle either party to terminate this agreement and neither party shall be in breach of this agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations, due to circumstances beyond its control.

5.3 Serving of Notices

If either party delivers by hand a notice or document which is necessary under these Terms or any Act of Parliament, to the other party by 5pm to the last known address of the other party, such notice or document will be deemed delivered on the next working day (which excludes Saturdays, Sundays and Bank Holidays). If a notice or document is sent by registered post or recorded delivery, the notice or document will be deemed delivered upon proof of delivery being obtained. If the notice or document is sent by ordinary first class post addressed to the other party, or the last known address of the other party, the notice or document will be deemed delivered 2 working days later (which excludes Saturdays, Sundays and Bank Holidays). The address for service for you will be the contact address specified in the Confirmation of Instruction Form and our address for service is Proper Local Limited, 40 Bank Street, London, E14 5NR.

5.4 Termination & Suspension

- 5.4.1 We reserve the right to suspend the provision of our Services in the event any payments from you are outstanding. We shall not be obliged to continue to provide our Services until full payment of any outstanding amount has been made. We will not be liable for any loss suffered by you during any period of suspended service.
- 5.4.2 We reserve the right to terminate the Services we provide in the event that you commit a breach of these agreed Terms or discriminates against any applicant, tenant or employee or sub-contractor of Proper Local for gender, race, age, disability, religious belief or sexual orientation.
- 5.4.3 You may terminate our appointment under this Agreement during the period of the Tenancy only if there a Fundamental Breach of Obligations by us. This entitlement to terminate is subject to you first providing us with written notice of the Fundamental Breach of Obligation and the steps required to remedy such breach and giving us 14 clear days to remedy the breach. In the event of a lawful termination under this clause, you will have no continuing obligation to pay Commission Fees of any kind, including Renewal Commission.

5.5 Rights to Cancel for Consumers

- 5.5.1 Where these Terms are not signed within our offices, you may have the right to cancel this agency agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 days of the date upon which it was signed. Notice of cancellation MUST BE IN WRITING and should be delivered or sent to Proper Local Limited, 40 Bank Street, London, E14 5NR; or by email to weare@properlocal.co.uk. Notice of cancellation is deemed to be served as soon as it has been delivered, posted or sent. For further details or should you wish to cancel, you may use our [Notice of Cancellation](#) form found below.
- 5.5.2 If work on this agency agreement has begun before the end of the cancellation period, you may be required to pay for any goods or services supplied, including any Expenses. The signing of this agency agreement shall be treated as a request by you for us to commence performance of the contract prior to the end of the cancellation period.

5.6 Disclosure of Information

- 5.6.1 We comply with the data protection laws in the United Kingdom and take all reasonable care to prevent any unauthorised access to, or use of, your personal data.
- 5.6.2 The personal details that we use to provide or promote our products and services (for example your name, telephone number, or details of the services the Landlord uses), as well as any information taken from you (for example during the course of our dealings with you, when you use our website etc.) will not be passed to any organisations, save for where confirmed otherwise in these Terms. Your details may, on occasion, be shared with approved contractors or agents in order to provide you with products and services you have requested.

5.7 Money Laundering Regulations

- 5.7.1 It is our standard practice to verify the identity of all of our clients and so we shall ask you to provide proof of ID, copies of which are retained on file. We may consider it appropriate to make disclosures to the National Crime Agency if there is any evidence or suspicion of money laundering.
- 5.7.2 As part of best practice, we reserve the right to undertake electronic verification to confirm your identity and residence by using third party electronic verification. If this is ineffective we will require you to supply us with photographic identification and proof of residence.

5.8 Complaints

We aim to give the best service possible. If you are unhappy with our service please let us know as soon as possible by contacting us at Proper Local Limited, 40 Bank Street, London, E14 5NR, or alternatively, by email to weare@properlocal.co.uk. We are regulated by The Property Ombudsman. Further information, including codes of conduct (where applicable), is available at: www.tpos.co.uk

5.9 Governing Law

These Terms shall be governed by and construed in accordance with the laws of England & Wales, and each of the parties submits to the exclusive jurisdiction of the English Courts.

5.10 Incorrect Information

You confirm that all the information provided to us is correct to the best of his knowledge and belief. In the event that you provide incorrect information to us, which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.

5.11 Digital Signatures

You agree to the use of digital signatures. The purpose of signatures is to ensure that in compliance with section 7 of the Electronic Communications Act 2000 these are valid and admissible evidence. Our service provider subscribes to secure information and properly processes it in accordance with the Electronic Commerce (EC) Directive Regulations 2002. You agree that this Agreement and any associated agreements entered into in relation to the Property may be signed electronically.

5.12 Tenant Fees Act 2019

The Tenant Fees Act 2019 prescribes that it is unlawful to charge a Tenant any kind of fee relating to the creation of a tenancy, although some in-tenancy fees are permissible, such as late rent payment charges, or charges for lost keys/security fob devices.

- 5.12.1 We will take a Reservation Deposit (capped at the equivalent of one week's rent) when you accept an offer. The Tenant will also sign a Lettings Reservation Form which outlines the offer which you have accepted. The Tenant then has 15 days to complete the tenancy progression process, which includes referencing and Right to Rent checks.

- 5.12.2 The Tenants' Reservation Deposit will be RETAINED from the Tenant in full if:

- a. They pull out of the proposed tenancy at any time after the Reservation Deposit has been paid and before the tenancy agreement is signed.
- b. They fail a Right to Rent check.
- c. They provide false or misleading information (this could include deliberately mis-stating their income, or not declaring credit issues).
- d. They do not enter into the agreement by the deadline. The deadline is 15 days from when the Reservation Deposit is paid.

In all 4 of these situations, Proper Local will retain 50% of the Reservation Deposit to cover its costs, with the remaining 50% payable to you to cover lost marketing time.

5.12.3 The Tenants' Reservation Deposit will be RETURNED to the Tenant in full if:

- a. You pull out of the proposed tenancy at any time.
- b. The Tenant(s) fail referencing in instances where they have not supplied false or misleading information.

In either of these situations, you are liable for the cost of any/all reference checks which have commenced at a cost of £20 (inc VAT) per reference.

YOUR LEGAL OBLIGATIONS AS LANDLORD

1.0 Energy Performance Certificate (EPC)

- 1.1 With the exception of listed buildings, you must ensure that an EPC is provided for any property which is to be advertised for let. It should be made available in good time for us to make it available to prospective tenants prior to their first viewing or to accompany written details of the Property. We accept no liability in connection with the EPC.
- 1.2 Where the Property is subject to a Green Deal, or other similar scheme, you must provide all necessary information to ensure the scheme requirements are complied with and we will not be responsible for complying with the conditions of the scheme.
- 1.3 Under The Energy Act 2011/ Energy Efficiency (Private Rented Property) (England & Wales) Regulations 2015, from April 2016 you will be unable to refuse the Tenant's reasonable request for consent to energy efficiency improvements where a finance package, such as The Green Deal, is available.

2.0 Houses in Multiple Occupation (HMOs) – Housing Act 2004

- 2.1 Your Property will require a mandatory licence if it comprises three or more storeys and has five or more occupiers who do not form one household and who share kitchen and bathroom facilities. It is your responsibility to obtain a licence and to comply with any conditions imposed by the local authority when granting it.

- 2.2 Local authorities can also enforce discretionary licencing and it is your responsibility to check whether your Property is subject to discretionary licencing. If the Property requires a licence it is your responsibility to acquire and pay for one and comply with its conditions.
- 3.0 The Gas Safety (Installation & Use) Regulations 1998**
- 3.1 You are required to ensure that all gas appliances and installations are checked annually by a Gas Safe Register registered engineer and that the Tenant must be provided with a copy of the Gas Safe Record prior to commencement of the Tenancy and within 28 days of renewal of the Safety Record. Failure to comply is a criminal offence.
- 3.2 We recommend that you remove all portable gas appliances such as barbecues and patio heaters prior to commencement of the Tenancy. Where such appliances remain they should be tested by a specialist Gas Safe Register registered engineer and appear on a Gas Safety Record.
- 4.0 The Electrical Equipment (Safety Regulations) 1994**
- 4.1 You are required to ensure that electrical installations and appliances at the Property are maintained in good order, provided with instruction manuals and checked regularly. Appliances and electrical installations must be safe at all times.
- 4.2 We advise you to undertake an annual Portable Appliance Test and an Electrical Installation Condition Report at least every five years.
- 5.0 Smoke/ Carbon Monoxide Alarms**
- You are required by law to install working smoke and carbon monoxide alarms in their properties. Carbon monoxide alarms will be required in high risk rooms, such as those housing boilers, solid fuel heaters and stoves, with at least one smoke detector required on each floor. These should be tested by you on the first day of each Tenancy to ensure they are in full working order. Smoke and carbon monoxide alarms should be installed and replaced in accordance with manufacture guidelines and/or the replacement label on the alarm. This is usually every seven years for smoke alarms and five years for carbon monoxide alarms.
- 6.0 Regulatory Reform (Fire Safety) Order 2005**
- 6.1 You are advised to undertake a fire risk assessment prior to the start of the Tenancy to systematically identify all fire related hazards and how they might pose danger to the Property and its Occupants.
- 6.2 We recommend as a minimum standard that you ensure safe passage from sleeping accommodation through the provision of interlinked smoke detectors along the escape route(s). These should be tested by you at the start of each Tenancy to ensure they are in full working order. Fire doors/ strips should be fitted where high risk rooms such as kitchens open onto an escape route. We also recommend the placement of a fire blanket and/or suitably classified extinguisher in the kitchen and other high risk areas.
- 7.0 The Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1993**
- 7.1 It is a criminal offence to let a property with upholstered furniture which cannot be proven to comply with the safety regulations. In signing these Terms, you warrant that all furniture at the Property, together with any added by you during the Tenancy, complies with the safety regulations.
- 8.0 European Standards for Safety of Internal Window Blinds**
- The Standards affect any device used for internal blinds or curtain tracks. They apply to blinds which have cords or chains fitted with a hazardous loop that could create a hazard in premises where children aged between 0 and 42 months are likely to have access or be present. You should ensure that all cords and chains at the Property are checked and any that could create a hazard are replaced or fitted with a cleat or snap connector.
- 9.0 Water & Bacterial Control**
- 9.1 You must ensure risk from exposure to legionella is properly controlled. Properties that remain empty, particularly during the warmer months, those with open cold water tanks and swimming pools/ hot tubs are particularly at risk.
- 9.2 We advise you to undertake a risk assessment prior to the start of the Tenancy and maintain a written record.
- 10.0 Fall Arrest Blocks – Eye Bolts**
- Where not undertaken by any Block owners or managing agents, you must ensure that any Fall Arrest Blocks, “Eye Bolts”, installed within or in the vicinity of the Property are subjected to an annual inspection and certification by a person deemed competent under the relevant HAS Code of Practice.
- 11.0 The Immigration Act 2014**
- 11.1 You are obliged to establish that anyone living at the Property aged 18 or over has the right to rent in the UK through the provision of original documents confirming that right and for you to keep records for at least 12 months after the Tenancy has ended. Where a right to rent has a time limit you should make a careful record of this and ensure this is checked again once that time limit has ended or after 12 months, whichever is the later. Further information is available at www.gov.uk by searching “Right to Rent”.
- 12.0 Overseas Landlords (Finance Act 1995)**
- 12.1 Whilst resident overseas, you may be considered non-resident for tax purposes, but UK tax remains payable on rents received in the UK under the provisions of Section 42A of the Income and Corporation Taxes Act 1988.
- 12.2 You should apply to HMRC to seek consent to account for tax under self-assessment. Responsibility for obtaining approval to do so rests with you. The HMRC approval number should be provided to us prior to commencement of the Tenancy.

CONFIRMATION OF INSTRUCTION FORM

OUR COMMISSION CHARGES

INITIAL TENANCY

Our Commission is payable as follows:

1. **£1,295** including VAT (£1,079.17+VAT)

RENEWAL COMMISSION

Our Renewal Commission is due should the tenant, or one of the tenants, from the initial tenancy stay for a further period, subject to the provisions of clause 1.5.

1. We will charge you £600 including VAT (£500+VAT)

ADDITIONAL SERVICES / CHARGES

1. Charges relating to the Tenant Fees Act 2019, see clause 5.12 above
2. Gas Safety Check at a cost of £90+VAT **(Yes/No)**
3. Fixed Wiring Test at a cost of £.....+VAT **(Yes/No)**
4. Portable Appliance Test (PAT) at a cost of £.....+VAT **(Yes/No)**
5. Inventory & Schedule of Condition at a cost of £.....+VAT **(Yes/No)**

LANDLORD(S) DECLARATION

I/ We are the sole legal owner(s) of the freehold/ long leasehold interest in the Property.

I/We accept that, in signing this "Confirmation of Instruction Form", I/we are bound by its entire contents and are liable for your Commission Fee & Charges, as detailed above.

Property Address:

- I/We have read and accept Proper Local Limited's Terms and wish you to provide the Services noted herein as confirmed in the attached Confirmation of Instruction Form or as may be subsequently added.
- I/We understand and acknowledge my/our obligations regarding the safety of the Tenant as outlined within the "Your Legal Obligations as Landlord" section of the Terms, including but not limited to the provisions of the Gas Safety (Installation & Use) Regulations 1988 and the Electrical Equipment (Safety) Regulations 1994, and to provisions of The Housing Act 2004 and I/we have full responsibility for ensuring that I/we comply fully with the requirements before and during the letting of the property.
- I/ We understand and acknowledge that it is my/our responsibility to ensure that anyone aged 18 years or older living at the Property has the right to rent in the UK and to keep records for at least 12 months after the Tenancy has ended. I/ We understand that I/ we have full responsibility for compliance with the Immigration Act 2014.

Landlords Signature..... **Print Name** **Date**

Landlords Signature..... **Print Name** **Date**

Proper Local..... **Print Name** **Date**

PROPERTY DETAILS

PARKING

Is the parking allocated? **Yes** **No** **N/A** If YES how many spaces: ____

Is the property eligible for a residential parking permit? **Yes** **No** **N/A**

SERVICES

Are there mains connections for the following?

| | | |
|-------------|------------|-----------|
| Water | Yes | No |
| Drainage | Yes | No |
| Electricity | Yes | No |
| Gas | Yes | No |

If you have answered no to any of the above please provide details below
(e.g. septic tank drainage, LPG heating or private water supply)

Are any services provided centrally and charged back via the service charge or separate billing?

Yes **No** *If yes please provide details:* _____

LOCALITY

Are there any restrictive covenants, rights of way, easements or wayleaves? **Yes** **No**

If yes please provide details _____

Are there plans to carry out refurbishment works to the building? **Yes** **No**

If yes please provide details _____

Are you aware of any proposal to develop property or land nearby? **Yes** **No**

If yes please provide details _____

Is property on a flood plain? **Yes** **No**

Is there any other material information that may influence the decision of a prospective tenant?

Yes **No** *If yes please provide details* _____

SAFETY

Pages 7/8 of our Terms of Business clearly lays out "Your Legal Obligations As Landlord" for the safety of your tenant. It is important that you understand your responsibilities prior to entering into a tenancy.

Does the property have a gas supply to it? *(Including mains, bottled, LPG and supplies to outbuildings, annexes and pools)*

Yes - please list the number and locations of appliances (Including, boilers, hobs, decorative fires and swimming pool heaters)

No - I confirm that there is no gas supply to the property and that there are no gas appliances within the property.

DEFINITIONS & INTERPRETATION

Commission Fee & Charges – Shall mean the fee(s) and charges payable to us by you in return for the provision of the Services in respect of any periods for which Rent is payable under a Tenancy Agreement including periods of renewal, extension or holding over whether by a Tenant or Permitted Occupant. Details of our fee(s) and charges are detailed in the Confirmation of Instruction Form.

Connected Party - Means the spouse of the Tenant or Permitted Occupant or a company in which the Tenant owned at least 25% of the issued share capital as at the date of the Tenancy Agreement, or a trust of which one of the beneficiaries was the Tenant as at the date of entry into the Tenancy Agreement.

Confirmation of Instruction Form - The form used by you to confirm the Service(s) you are instructing us to provide under these Terms and the Commission Fee and Charges that will be payable to us in connection with the provision of that Service(s).

Deposit - Shall mean a financial sum paid by the Tenant in respect of unpaid Rent, bills and any other costs or losses incurred as a result of the any breach of the terms of the Tenancy Agreement by the Tenant.

Fundamental Breach of Obligations - Shall mean a fundamental and complete failure on our part to provide the services identified in the Confirmation of Instruction Form and/ or a failure to comply with any obligation essential to the provision of such services.

Force Majeure - Shall mean an event outside of the reasonable control of either party effecting its obligations under this agreement.

Proper Local, Our, We, Us - Shall mean Proper Local Limited trading as "Proper Local". Company Registered Number: 10190760 (registered in England and Wales). Registered Office: Sigma House, Oak View Close, Edginswell Park, Torquay, Devon, TQ2 7FF.

Introduced - A tenant of a property is introduced to that property for the purposes of these Terms if (i) we gave written or verbal particulars of the Property to the Tenant, or the Tenants agent; or (ii) the Tenant was registered with us and visited the Property (whether accompanied by a member of our staff or not) as a result of the registration; or (iii) the Tenant, whether registered with us or not, became aware of the availability of the Property as a result of seeing a Proper Local "To Let" or "For Sale" board outside the Property or seeing the property on our website, other property portal or other form of advertising or marketing; provided that in each case such introduction occurred in the 24 months prior to the Tenant signing a Tenancy Agreement or exchanging contracts for the purchase of the Property or an interest in the Property and whether or not the Tenancy Agreement was finalised or the Property managed by us.

Landlord, You, Your, He, His - Shall mean the person signing this agreement as Landlord, or the owner or joint owners of the Property, or persons duly authorised under Power of Attorney, or other legal power, to receive services under these Terms as client.

Letting Service - Shall mean the Service provided by us, which includes lettings, renewals and rent collection in respect of a Tenancy Agreement for 6 months or more.

Notice of Cancellation - Shall mean your notice to us under the Consumer Contracts (Information Cancellation and Charges) Regulations that you wish to cancel our agreement for the provision of Services within the 14 day cancellation period.

Permitted Occupant - Shall mean the person, firm or company in actual occupation of the Property and includes the Tenant but excludes anyone in occupation as a trespasser or without the Tenants permission.

Property - Shall mean the residential property identified by you for us to provide a Service as listed in the Confirmation of Instruction Form or subsequently added.

Renewal Commission - Shall mean the Commission Fee payable to us by you in the in the event of a renewal, extension or holding over whether by a Tenant or Permitted Occupant.

Rent - Shall mean the amount payable by the Tenant or any agent appointed by the Tenant for the letting of the Property under a Tenancy Agreement whether expressed as Rent, a premium or any other form of payment whether paid directly by the Tenant or gained from other means such as deductions from the Deposit.

Security Deposit - Shall mean a financial sum paid by the occupant taking the Property under a letting agreement in respect of costs or losses incurred during their stay as a result of any breach of the terms of the letting agreement.

Service(s) - Shall mean any of the: residential letting, rent collection, deposit management, renewal and additional services provided by us under these Terms.

Stakeholder - Shall mean the basis upon which we will hold the Tenants Deposit/Security Deposit and, as such, cannot release the Deposit/Security Deposit or any part thereof without the written consent of both Landlords and Tenant and/or otherwise.

Tenancy - Shall mean the entire period that the Tenant or Permitted Occupant remains in occupation of the Property under the terms of a Tenancy Agreement, including: any extension, or renewal, or renewal period or the holding over, whether by memorandum, agreement or otherwise.

Tenancy Agreement - Shall mean the document used to confirm the terms of a Tenancy, whether prepared by us, the Landlord, Tenant or a third party.

Tenant - Shall mean any individual or individuals, firm, partnership, trust or company named as Tenant in the Tenancy Agreement or if a short let the occupier let into occupation of the Property.

Terms - Shall mean these terms and conditions, which shall be binding as between Proper Local and the Landlord.

NOTICE OF RIGHT TO CANCEL

If you (the client) are a consumer within the meaning of regulation 4 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel this agency agreement/these Terms without giving any reason within the period of 14 days starting from the date upon which it was signed in circumstances where the Terms are not signed within our offices.

Any notice of cancellation is deemed to be served as soon as it has been delivered, posted or sent. In the case of electronic communication, from the day it is sent. If you would like to cancel this agency agreement, you must do so in writing and deliver personally or send (which may be by electronic mail) notice to us at Proper Local Limited, 40 Bank Street, London, E14 5NR; or by email to weare@properlocal.co.uk

If work on the above agency agreement has begun before the end of the cancellation period then you may be required to pay for any goods or services supplied, including any agreed Expenses.

CANCELLATION NOTICE

If you (the client(s)) wish to cancel this agency agreement you must do so in writing and deliver personally or send (which may be by electronic mail) this form to the Agent named below. You may use this form if you want to but you do not have to.

Please complete, detach and return this form **only if you wish to cancel this agency agreement**.

To **(Insert name of Agent)** _____

Proper Local Limited (trading as "Proper Local") of 40 Bank Street, London, E14 5NR

I/We (*delete as appropriate*) hereby give notice that I/we wish to cancel my/our (*delete as appropriate*) agency agreement with you on your standard Terms of Business for Residential Lettings in respect of my/our property at (*Insert address of property*)

Signed by Client(s)

(1) _____

(2) _____

Name(s) and Address of Client(s)

Date _____