



**1A THE PARADE, EALING, LONDON W5 2PB TEL: 020 8997 9123 EMAIL: [info@anglopol.net](mailto:info@anglopol.net)**

## **RESIDENTIAL LETTING & MANAGEMENT** **LANDLORD TERMS & CONDITIONS (AGREEMENT)**

This agreement is made between the Landlord of the Property (as named at the end of this agreement) and Anglopol Management Limited (also trading as Ellender Estates) to act as Agent for the Landlord and are hereinafter referred to as the "Agent". The purpose of this document is to set out the extent of the letting and management service offered and the scale of fees chargeable by the Agent and also to confirm the responsibilities and liabilities to be undertaken by the Landlord and the Agent

### **LETTING & FULL MANAGEMENT SERVICE**

Anglopol Management Ltd provides a full property management service to Landlords wishing to let out their property. The service includes:

1. Advising as to potential rental income. Advertising and generally marketing the property locally and on the internet, including a To Let board (unless otherwise instructed)
2. Conducting escorted viewings (unless the Landlord elects to conduct viewings).
3. Taking up full references, carrying out credit checks, right to rent checks, obtaining guarantees if appropriate as may be considered necessarily to determine suitability of any prospective Tenant.
4. Preparation of the Tenancy Agreement and any relevant notices and/or paperwork required to properly establish the Tenancy. Also negotiating and implementing extension and/or renewal of Tenancies at the end of their Term as may be required.
5. Arranging with service companies (Gas and Electricity) to transfer accounts to incoming Tenants. Also arranging for the registration of Tenants for Council Tax and Water Rates. At the end of a tenancy to oversee the closing down of these accounts.
6. Taking the deposit from incoming Tenants and holding it in a separate Barclays Bank Client Deposit Account until the end of the Tenancy when, subject to the rules and regulations governing the Government's Tenancy Deposit Scheme (introduced from 6<sup>th</sup> April 2007), it shall be refunded to the Tenant allowing for fair wear and tear, and deductions for damages and/or defaults Landlords' deposits will be lodged in the insurance based Agency's Deposit Scheme A/C 'My Deposits' or government controlled Deposit Protection Scheme (DPS). (Deposit protection registration/deregistration fee £25.00 + VAT). Any interest accrued or commission earned is retained by Anglopol Management Ltd.
7. Collecting rent, held in separate Barclays Bank Client Account and paying over to the Landlord (normally within 10 working days of collection) allowing adjustments for any fees or expenses incurred, including service charges if applicable. This to be accounted for by way of a monthly report. Landlord's payments by transfer directly to their bank together with their monthly report. Any interest accrued or commission earned is retained by Anglopol Management Ltd.

Initials \_\_\_\_\_



**Company registration No. 2488633**  
**Director David Szczyglowski**  
**VAT No. 532360866**  
**Registered Office: Ground Floor Chiswick Gate 598-608, Chiswick High Road, London W4 5RT**





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8. Inspections of the Property will be carried out during the course of the Tenancy and any major matters of concern arising shall be reported to the Landlord in the monthly report or by separate communication.
9. Ensuring that an Inventory is provided, essential evidence for a deposit dispute (Additional charge)
10. Overseeing a property inspection at the beginning and at the end of the tenancy. Dealing with any consequences resulting from any damage and/or defaults prior to return of the Tenants deposit. This to be conducted under the government rules and regulations governing the Tenant's Deposit Scheme. In many cases an independent professional inventory clerk may be employed to prepare an Inventory and conduct the check in and out, this shall be at the Landlord's expense.
11. Handling all Tenant Day to day representations, complaints etc. and taking appropriate actions to deal with matters arising.
12. Co-ordination of day-to-day repairs and maintenance requirements including arranging for tradesmen to attend the property and obtaining estimates where necessary for any major works (above £500.00). Major works requiring agreed project management is 10% + VAT of total cost (e.g., new kitchen or bathroom) Arranging works and settling accounts from rent received or out of funds provided by the Landlord.
13. Gardening services quotes available on request (Additional charge)
14. The Landlord, if non-UK Resident, agrees to the Agent retaining funds against Tax liability until the Tax Authorities have agreed to exemption of this requirement and consents that the Agent may register (with FICO tax authority) the Landlord as a Non-Resident. Administration fee of £25 + VAT fee for each quarterly tax calculation and submission to HMRC
15. An Energy Performance Certificate (EPC) will be required for rented properties and the Landlord will be responsible for making an EPC available to incoming tenants. The EPC preparation fee is payable by the Landlord. The Agent can assist in obtaining an EPC. EPC's are valid for 10 years. (Additional charge)
16. Where applicable we can arrange rent guarantee on a tenancy subject to terms and conditions. (Additional charge and information on request)

Although the aim is to take every care in managing the Property, the agent cannot accept responsibility for non-payment of rent, damages or default by Tenants, or any associated legal costs incurred in their collection. It is the Landlord's responsibility to arrange insurance cover for these eventualities if so required. The Agent may assist in obtaining such cover.

**The fee for Letting & Full Management Service is 12% + VAT (14.4% Inc. VAT) of the gross actual rental received during term of the tenancy (minimum 12 months) The fees are payable from commencement and duration of the Tenancy including renewals and will be deducted from rental monies as and when received by the Agent. Landlord agrees to pay referencing/credit check costs if withdrawing from the agreement.**

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### **TERMINATION AND SUSPENSION**

We reserve the right to suspend the provision of our Standard Lettings or Full Management Service in the event that 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.

Two months written notice must be given if for any reason either party, you (the Landlord) or we (the Agent), wish to terminate the Terms of Business. However, our fees remain due and payable by you as follows:

- Full Management or Standard Letting Service: Fees remain payable at the agreed percentage until the end of the notice to terminate this agreement, or until the Tenant(s) vacate the property (whichever sooner),
- Full Management: Fees remain payable at the agreed percentage in connection with any renewals, extensions or periods of holding over by the same Tenant or Occupant. Should there be legitimate and enforceable breach of the Terms of Business by us (as Agent), you may terminate our Terms of Business forthwith and no further fees will be payable.

We also reserve the right to suspend or terminate the provision of our Standard Letting or Full Management service in the event that you the Landlord breach any of the Housing legislation including but not limited to The Housing Act 1988, The Housing Act 1996, The Housing Act 2004, and The Unlawful Eviction Act 1977 with immediate effect.

### **EXCLUSION OF LIABILITY**

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 third party and we cannot accept liability for any failure on their part.
2. Our entire liability in respect of services provided shall not exceed £10,000.00.
3. Each condition in these Terms of Business 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.
4. Force Majeure shall not entitle either party to terminate the Terms of Business and neither party shall be in breach of the terms of Business, 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

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**IN ALL CASES THE LANDLORD(S) UNDERTAKES TO MEET THE FOLLOWING REQUIREMENTS AND ACCEPTS RESPONSIBILITY AND LIABILITY FOR ANY FAILURE TO COMPLY** (The Agent may assist the Landlord in meeting the various requirements and undertakings listed A to L below)

- A. That there is a valid Gas Safety Certificate made available to incoming tenant(s) and updated during the Tenancy term as required (Additional charge)
- B. Energy Performance Certificate (EPC) made available to the incoming tenant(s) and updated during the Tenancy term as required. From 1<sup>st</sup> April 2018 the energy efficiency regulations require all new tenancies to reach at least an energy performance rating of band E and for all existing tenancies on 1st April 2020. It will be unlawful to rent a property which breaches the requirement for a minimum E rating, unless there is an applicable exemption (Additional charge)
- C. The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 that all furniture and soft furnishings complies with the Fire Safety regulations.
- D. That any Deposit is registered with a government approved Tenancy Deposit Scheme and all relevant prescribed information is supplied directly to the tenant(s) within thirty days of the required date. (Additional charge)
- E. That the property is properly insured covering mandatory requirements for let property and public liability. That payments of any ground rent and service charges applicable to the property are made.
- F. That if the property is an HMO (House in Multiple Occupation) or requires a License it is compliant with any of the mandatory requirements of the Council to register the property. (Additional charge)
- G. That all necessary authorizations and consents have been obtained from all other parties having an interest in the title to the property to allow the letting of the property. This includes any Bank or Building Society which may be involved.
- H. **Legionnaires 'Disease:** In order to comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment at the Premises prior to letting especially if there are open water tanks, cooling systems, a hot tub, pond, or a swimming pool.
- I. **Internal Blinds and European Safety Standards:** New European Regulations now apply to the installations for raising and lowering blinds; and the movement of curtains across windows. This means that new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent any danger of asphyxiation to a young child; and a warning notice with the purchasing material. Existing blinds and windows may need to be fitted with safety features to ensure compliance to ensure safety.
- J. **Damp and Mould:** Landlord agrees to investigate and repair damp and mould conditions due to property defects

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**K. Part "P" Building Regulations (Electrical Safety in Dwellings)**

From 1<sup>st</sup> January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor, we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. From 1<sup>st</sup> July 2020 Electrical installations must be inspected and tested prior to the start of a new tenancy or renewal. Checks must be carried out on any existing tenancies by 1<sup>st</sup> April 2021. These checks must then be carried out at least every 5 years. A copy of the most recent electrical installation condition report (EICR) must be provided to both new and existing tenants (Additional charge)

- L. Smoke Alarms and Carbon Monoxide Alarms:** It is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back-up. From 1<sup>st</sup> October 2015 the Landlord will have the legal obligation to fit smoke alarms on each storey of the Property and a carbon monoxide detector in any room with a solid fuel, gas or oil appliance before entering into any new Tenancy or any existing Tenancy. In addition, the Landlord is required to have the detector and alarms tested prior to the start of any new Tenancy commencing from 1<sup>st</sup> October 2015 and to hold records of such tests. We will arrange fitting of the alarms and detector if required prior to the start of the Tenancy or during the Tenancy for any properties that we manage; and testing of the alarm and detector appliances prior to the start of any new Tenancy at the Landlord's expense. Maintenance of the appliances is the Landlord's responsibility during the Tenancy regardless of the start date of the Tenancy. The Tenant will be responsible for testing the alarms and detector during the Tenancy, replacing all defective batteries and informing the Landlord or Agent of any defects

**ADDITIONAL SERVICES**

- 1) Inventory/Check-in report fee: From £100.00 + VAT depending on the size of property
- 2) Check-out report fee: From £110.00 + VAT depending on the size of property (If required)
- 3) Deposit protection registration/deregistration fee: £25.00 + VAT
- 4) Preparation of documentation for County Court proceedings or deposit adjudication £100.00 + VAT
- 5) Preparation of documentation for HMO/Additional/Selective Licensing fee: £100.00 + VAT per property
- 6) Independent Professional cleaning: From £120.00 depending on the size of property

**SUB AGENCY**

We may give details of your property on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary.

**ANTI-MONEY LAUNDERING**

Anglopol Management Ltd are required by law to be able to categorically confirm the identity of each client. In order to do this, but not be intrusive, we require sight of documentary proof of address, together with acceptable photographic ID, such as passport or photo driving licence. Copies will be taken and held on file.

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

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#### **HOUSING ACT 2004**

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

#### **ACTS OF THIRD PARTIES**

We (Anglopol Management Ltd) will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

#### **RIGHT TO CANCEL**

If you are a consumer client and this contract was not agreed within our office you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day this contract was agreed. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to 1A The Parade, Haven Green, Ealing, London W5 2PB or emailing us at [info@anglopol.net](mailto:info@anglopol.net)

#### **ACCEPTANCE & VARIATION**

The Terms & Conditions of this Agreement may be varied by the Agent at any time or times, but only by prior written notification.

You (the Landlord) authorise Anglopol Management Ltd to sign the Tenancy Agreement and tenancy renewals on your behalf until further notice (delete if not applicable)

I/We confirm that we have read and agreed to the above Terms & Conditions and hereby instruct the Agent to undertake the service of

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**LETTING & FULL MANAGEMENT SERVICE**

Of (address of the property to be let) .....

.....

Deposit Scheme (MyDeposits/DPS/TDS) .....

Rent.....Furnished/Unfurnished (Please delete accordingly)

Landlord's Name(s).....

Address.....

Signature (Landlord): ..... Date.....

UK Resident Landlord  Non-UK Resident Landlord

Signature (Agent): ..... Date.....

Position: Director



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