



1A THE PARADE, EALING, LONDON W5 2PB TEL: 020 8991 2445 EMAIL: lettings@ellenderestates.co.uk

RESIDENTIAL LETTING
LANDLORD TERMS & CONDITIONS (AGREEMENT)

This agreement is made between the Landlord of the Property (as named at the end of this agreement) and 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 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.

LET ONLY SERVICE:

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. Reviewing prospective tenants and 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.
5. Taking the deposit from incoming Tenant held in a separate Barclays Bank Client Account and paying over to the Landlord for registration and protection, subject to the rules and regulations governing the Government's Tenancy Deposit Scheme (introduced from 6th April 2007), it shall be refunded to the Tenant allowing for fair wear and tear, and agreed deductions for damages and/or defaults. Deposits must be protected within 30 days, unless otherwise instructed 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 £50.00 + VAT).
6. Collecting first month's rent, held in a 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. This to be accounted for in advance. Landlord's payments by transfer directly to their bank together with a statement. Any interest accrued or commission earned is retained by Anglopol Management Ltd.

Please note it is the Landlord's responsibility to protect the Tenant's deposit and to provide mandatory documents to the Tenant

Initials _____



Ellender Estates is a trading name of Anglopol Management Ltd
Company registration No. 2488633
Director David Szczyglowski
VAT No. 532360866

Registered Office: Ground Floor Chiswick Gate 598-608, Chiswick High Road, London W4 5RT





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 K 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 1st 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. Also, that payments of any mortgage 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.
- 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.

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- J. **Part "P" Building Regulations (Electrical Safety in Dwellings)** From 1st 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. If the Landlord wishes to use own contractor we will need written proof that the contractor is currently registered with an approved self-certification scheme before issuing instructions. From 1st 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 1st 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
- K. **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 1st 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 1st 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 (IF REQUIRED)

- 1) Tenancy agreement/documents preparation fee: £240.00 Including VAT (Inc. with full letting service)
- 2) Referencing/Credit Check per person £60.00 Including VAT (Inc. with full letting service)
- 3) Inventory/Check-in/out report fee: From £120.00 Including VAT depending on the size of property
- 4) Deposit protection registration/deregistration fee £60.00 Including VAT
- 5) Tenancy renewal agreement fee: £120.00 Including VAT
- 6) Section 13 (Rent Increase Notice) fee: £60.00 Including VAT

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

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.

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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.

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 most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely that of the Landlord. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

Acts of Third Parties

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

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

Signed on behalf of the Agent
Name: David Szczyglowski

Signature:

Position: Director



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LETTING SERVICE/LETTING & RENT COLLECTION (NON-MANAGEMENT)

When the Landlord does not wish the Agent to undertake full management, the Agent can provide a letting service or letting & rent collection service. The letting service & rent collection includes 1 to 4 of the service as listed above and in addition requires the undertakings listed A to K above to be met by the Landlord.

The standard letting service is 6% + VAT Sole Agency (minimum one month Sole Agency period) or 7% + VAT Multiple Agency of a twelve months rental + VAT and payable at the commencement of the Tenancy. Rent Collection is an additional 2% + VAT per month. It shall be deductible from monies received by the Agent on the Landlord's behalf. A minimum fee of £500 + VAT applies, non-management deposit protection registration fee £50.00 + VAT. Landlord agrees to pay referencing costs (£50.00 + VAT per person) if withdrawing from the agreement.

RENT COLLECTION: The Landlord(s), 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 £50 + VAT per property for each quarterly tax calculation and submission to HMRC

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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.

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

SOLE AGENCY LETTING 6% + VAT (7.2% Inc. VAT)

MULTIPLE AGENCY LETTING 7% + VAT (8.4% Inc. VAT)

RENT COLLECTION 2% + VAT (2.4% Inc. VAT)

Of (address of the property to be let)

Deposit Scheme : MyDeposits.....DPS.....Insured.....Custodial.....

Rent PCM.....Furnished.....Unfurnished.....

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

Address.....

UK Resident Landlord.....Non-UK Resident Landlord.....

Signed:.....Date.....



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