

Terms of Business

[1] Definitions:

"**The Landlord(s)**" will include any person who holds an entitlement to the legal ownership of the Property at the conclusion of the Tenancy which has hereby been created.

"**The Tenant(s)**" will include all persons that have title under the Tenant.

"**The Property**" will include any or all of the Property that the Tenant is entitled to use within this agreement, and any fixtures, fittings, electrical appliances and apparatus, furniture and effects, floor, ceiling and wall coverings, garden, grounds and exterior buildings documented on the Inventory belonging to the Landlord and the boundaries of the Property.

"**The Inventory**" The Inventory of Contents and Schedule of Condition, verified at commencement and end of tenancy.

"**The Landlord(s) Agent**" is Mather Marshall Lettings, a Member of mydeposits.co.uk

"**Deposit Holder**" is Mather Marshall Lettings.

"**Stakeholder**" defines that no deductions can be made from the deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from mydeposits.co.uk

References to the male gender will include the female gender.

[2] Marketing:

It is a requirement to provide a signed Terms of Business to enable marketing of the Property to commence. We will require at least two full sets of keys; this allows more than one negotiator to accompany prospective applicants to the Property at different times.

Upon securing a Tenant, further set of keys will be required for all tenants for check in on the tenancy commencement date.

A "To Let" board will be erected to aid marketing unless local legislation or Property covenants prevent this.

[3] The Gas Safety (Installation & Use) Regulations 1998:

It is law for gas equipment in rented accommodation to be checked annually and we will require the Landlord's Gas Safety Record issued by a Gas Safe Register Contractor relating to all gas appliances at the Property before commencement of tenancy. *We will be pleased to arrange this for you at a very competitive cost.* A copy of the Gas Safety Report is given to the Tenant at check in.

[4] The Furniture and Furnishings (Fire) (Safety) Regulations 1988:

It is law for all upholstered furniture and soft furnishings, including sofas, mattresses, cushions, etc, to carry labels confirming that they have passed the 'ignition test', (otherwise known as the 'cigarette' or 'match test'). The regulations do not apply to carpets, curtains or furniture manufactured before 1950. There are severe penalties for non-compliance with punishment of up to six months imprisonment and/or a £5,000 fine.

4.1 All properties must be FIRE CHECKED each year and documented

4.2 All HMO Properties must comply with Welwyn & Hatfield Council

[5] The Electrical Equipment (Safety) Regulations 1994:

The law states that any person supplying electrical equipment must ensure that it is safe and will not cause a danger to any person using it.

The mandatory requirement for certification is imminent therefore we recommend all equipment and wiring is tested by an N.I.C.E.I.C. approved electrician. *We will be pleased to arrange this for you at a very competitive cost.*

[6] Portable Appliance Test

Electrical Safety Regulations came into force 1 June 1989, and apply to all electrical equipment that is designed or adapted for use between 50 and 1000 volts.

These electrical appliances should be checked before every let. If there is any doubt as to the safety of any electrical equipment, then it should be removed. Therefore, be vigilant when you see worn or cut flexes, broken casings or other safety defects. The inspections/test must be done by a qualified electrician, who can supply a certificate, this test must be done annually or when a new tenant moves into the property. *We will be pleased to arrange this for you at a very competitive cost.*

[7] HMO

DEFINITIONS

HMO - The law (Housing Act 2004) says an HMO is a house or flat that is let to three or more unrelated tenants who share a kitchen, bathroom or toilet. In order to be an HMO the property must be the tenants main home or principal address, this will include properties let to migrant workers.

GAS SAFE REGISTERED - the official list of gas engineers who are qualified to work safely and legally on gas appliances. Always check your engineer is on the Gas Safe register.

NICEIC - National Inspection Council for Electrical Installation Contracting

ECA - Electrical Contractors Association

IEE - Institute of Electrical Engineers

COMMON PARTS - The entrance door to the property and doors leading to each unit of accommodation (bedroom); Any area which the occupiers use to gain access to their unit of accommodation including stairways, lobbies and halls; Any area which is shared by two or more households including bathrooms the kitchen, living room, conservatories etc.

HOUSEHOLD - Persons who are related, married or living as a couple.

[8] Insurance:

It is a requirement that the buildings and contents of your Property are adequately insured during the letting period and that there are no endorsements that could affect the tenancy, especially for burst pipes, flood etc. We will be pleased to arrange this for you at a very competitive cost.

Mather Marshall Lettings will require a copy of both buildings and contents insurance policies, prior to commencement of tenancy. In the event that these documents are not provided, we will arrange minimum cover on your behalf, effective from the commencement of the Tenancy Agreement, the premium will be invoiced and deducted from your rental statement.

[9] Mortgage / Leaseholder:

It is a requirement that any lender, mortgagee or landlord of the freehold has given written permission that the Property may be let or sub-let, prior to commencement of tenancy.

[10] Utilities / Council Tax:

It is a requirement that you take final readings for all utilities, close off the utility accounts and supply the relevant services / local authority with an address for submission of the final invoices.

[11] Section 11 of the Landlord & Tenant Act 1985:

The regulations under Section 11 of the Landlord & Tenant Act 1985 relate to the Landlord's responsibility to maintain the structure and exterior of the Property and allow the Tenant "quiet enjoyment" during the tenancy.

The Landlord's responsibilities under this Act are to keep in good order and repair the structure of the Property; to keep in good repair the appliances for supply of gas, electricity and water; to keep in good repair the appliances for supply of space heating and water heating; and to keep in good repair the sanitary appliances.

[12] Service Contracts Guarantees and Manuals:

If you have items which are covered by a service contract or guarantee, a list of the appropriate information will need to be detailed on the Property Management Information document.

Please ensure that there is suitable instruction manuals left at the property for any white goods, heating and boilers.

[13] Repairs / Maintenance Emergency Float:

We retain a sum of £150.00 at the commencement of the tenancy, this is deducted from the first statement. The float enables us to carry out maintenance and accounting to you with advance monthly rental. This sum will be returned to you with your final statement.

[14] Repairs / Maintenance:

Should a repair be necessary on a Property owned by an overseas Landlord, we will email the Landlord requesting 24 hour response/approval to proceed, in the event of no response within 24 hours, or if there is an emergency, we will use our discretion and instruct contractors.

For all UK Landlords, we will email the Landlord requesting 24 hour response/approval to proceed, in the event of no response within 24 hours, or if there is an emergency, we will use our discretion and instruct contractors.

If a Landlord wishes to appoint their preferred maintenance contractor, the Landlord will take responsibility for instructing and communicating with the contractor and also for arranging access with the tenant in connection with the works. The Landlord is responsible for direct settlement of any costs involved.

[15] 24 Hour Emergency Maintenance:

All Tenants are supplied with an 24/7 emergency maintenance / make safe contractor contact number for use outside of office hours. If you wish us to use your preferred 24/7 emergency contractor the appropriate information will need to be detailed on the Property Management

Information document, this information will be added to the Inventory of Contents and Schedule of Condition.

[16] Quarterly Visits:

We will endeavour to visit your Property on a quarterly basis, both internally and externally to ensure it is being maintained to standard by the Tenant, if the property is managed by Mather Marshall Lettings

We will also check for any maintenance/repairs that are necessary.

In the event that your Property is vacant during winter months and depending on how well it is insulated, heated, etc, we recommend that heating is left on low or that the water system is completely drained down to prevent burst pipes.

[17] Overseas Landlord:

The overseas Landlord can apply to the Inland Revenue for exemption from Section 78 of the Tax Management Act 1970; this Act dictates that Mather Marshall Lettings, as your appointed Agent, is obliged to deduct 20% tax of letting income at source and make payment to the Inland Revenue quarterly.

On exemption approval from the Inland Revenue; you will be issued with a certificate and approval number per person who owns the property (a copy will be sent to Mather Marshall Lettings as your rent-receiving Agent), this authorises us to pay rent to you without deduction of tax.

Neither your rent-receiving Agent nor your tax adviser can file this application on your behalf - it must be done by you. Failure to return the form at the earliest opportunity may result in the exemption certificate not being issued immediately. In this event we would have no alternative but to make the **20%** tax deduction each month thereafter, before remitting rents to you. It is recommended that you appoint an Accountant/Tax Advisor who will be able to make any appeals on the assessment that the Inland Revenue have issued.

[18] Re-direction of Mail:

It is a requirement that the Landlord makes arrangements for re-direction of any mail.

[19] Monthly Accounting:

Our computerised accounting software and systems ensures preparation of a rent statement each month and this will be emailed to you at the same time as the rent is paid direct into your Bank/Building Society account, normally within **ten days** of the following month of receipt of the rent from the Tenant.

[20] Commission Fees:

Managed Our commission fees for managing your Property in accordance with the Terms of Business, from commencement of tenancy are **10%** of each calendar month's rent plus VAT, to inspect the property for HMO Fire & Safety Precautions £25.00 plus VAT per visit .

Or Rent Collection Paperwork, Credit Checks Guarantors and Collection of Rent Only

*Our commission fee is **9%** plus VAT of the calendar month rental, for Rent Collection of the said rent for the initial and subsequent periods.

Let Only Paperwork Credit Checks and Guarantors Only

*Our arrangement fee is **£400.00** plus VAT per property for arranging the tenancy (this includes finding the tenant, serving notices, preparation of tenancy agreement & taking up of credit reference for the initial period. Deposit to held by Mather Marshall Lettings **Yes / No**

* **Delete the service you DO NOT REQUIRE**

19.1 Any tenants introduced by Mather Marshall Lettings, after the first tenancy, Mather Marshall Lettings still reserve the right to charge for a further tenancy fee

19.2 If you decide to sell the property to another party and the tenants remain that Mather Marshall Lettings introduced it is the vendors obligation to inform the new landlord that Mather Marshall Lettings are the managing agent and that they will be liable to pay our fees.

[21] Extension Fee:

Our extension fee is £45.00 plus VAT

[22] Deposit Protection:

To protect the deposit there is a fee of £40.00 plus VAT, the deposit must be protected

[23] Preparation of the Inventory of Contents and Schedule of Condition Charge:

Before a tenancy commences a full Inventory of Contents and Schedule of Condition of the Property will be prepared. The charge for the inventory and schedule of condition is deducted from the first months rent statement. Unless you have notified Mather Marshall Lettings in writing that you will be arranging the inventory.

Schedule of Inventory Charges

Studio/One Bedroom	From £ 60.00 to a maximum of £ 75.00 plus VAT
Two Bedroom	From £ 75.00 to a maximum of £ 95.00 plus VAT
Three Bedroom	From £ 95.00 to a maximum of £ 115.00 plus VAT
Four Bedroom	From £ 115.00 to a maximum of £ 145.00 plus VAT
Five+ Bedroom	Prices upon application

An Inventory of Contents and Schedule of Condition is necessary for all tenancies to avoid end of tenancy disputes. An Inventory should, where applicable, also record that furnishings, soft furnishings and all electrical equipment comply with current legislation.

In the event of a dispute at the end of the tenancy, a Landlord will be unlikely to prove cleansings, damages or loss without an Inventory of Contents and Schedule of Condition taken at the start and end of the tenancy.

Under the rules of the *mydeposits.co.uk* adjudication process, documented in clause 24, The Independent Case Examiner has indicated that without this, he will have no evidence on which to consider the Landlord's case for deductions from the deposit.

[22.1] Check Out and verification of the Inventory of Contents and Schedule of Condition Charge:

The Tenant is responsible for the check out charge at cessation of tenancy.

[23] Schedule of Cleaning and Ground Maintenance of the Property:

We operate to high standards regarding the condition of the properties we let primarily because the better the condition, generally, the better it is cared for by a Tenant, it is also much easier to maintain high standards if the Property is in good order initially.

23.1 **Gardens and Grounds**, the Landlord agrees to handover gardens, driveways, pathways, lawns, trees, hedges, shrubs and rockeries that the Landlord has tended during the last week of occupancy.

23.2 **Windows, Glazing and Doors**, the Landlord agrees to clean external and internal during the last week of occupancy.

22.3 **Garage and Outbuildings**, the Landlord agrees to sweep, clean to include oil stains, and remove any possessions of the Landlord during the last week of occupancy.

- 23.3.1 Where garden tools are documented on the Inventory, the Landlord agrees to clean and remove soil/grime
- 23.4 **Ceilings and Light fittings/shades/bulbs**, the Landlord agrees to clean, remove dust and cobwebs
- 23.5 **Woodwork and Paintwork**, the Landlord agrees to clean, remove dust, cobwebs, spillages and finger marks to include tops of door frames, skirting boards, window sills and recesses
- 23.6 **Window frames**, the Landlord agrees to clean, remove dust, cobwebs, finger marks and mould.
- 23.7 **Net curtains, linens, counterpanes, blankets, upholstery, curtains and similar articles**, the Landlord agrees to launder / professionally clean as per garment label.
- 23.8 **Light switches/sockets**, the Landlord agrees to clean, remove finger marks and grease.
- 23.9 **Radiators / Heaters / Extractors**, the Landlord agrees to clean, remove dust, cobwebs and finger marks.
- 23.10 **Floors Vinyl/Tiled**, the Landlord agrees to clean and vacuum.
- 23.11 **Carpets and Rugs**, the Landlord shall arrange and pay for professional cleaning during the last week of the occupancy and provide a receipt for the Landlord's Agent. Where any animals, reptiles or birds have inhabited the Property, the Landlord shall arrange and pay for the Property to be professionally cleaned with deodorising and de-infestation products during the last week of occupancy and provide a receipt for the Landlord's Agent.
- 23.12 **Free-standing Furniture**, the Landlord agrees to clean, remove dust and finger marks inside and out to include cleaning behind and below each item.
- 23.13 **Upholstered Furniture**, the Landlord agrees to clean and vacuum to include cleaning behind and below each item and cushion.
- 23.14 **Fitted Furniture and Cupboards**, the Landlord agrees to clean, remove dust and finger marks inside and out to include the tops and bottoms of eye level units.
- 23.15 **Kitchen Units, Cupboards and Drawers**, the Landlord agrees to clean and remove finger marks and grease inside and out to include the tops and bottoms of eye level units.
- 23.16 **Kitchen White Goods**, the Landlord agrees to clean and remove finger marks, grease and residue to include pulling out and cleaning inside, out, behind and below each item. The Landlord agrees to unplug and defrost any fridge or fridge/freezer and wedge the door open.
- 23.17 **Kitchen Worktops and Surfaces**, the Landlord agrees to clean and remove finger marks and grease.
- 23.18 **Kitchen Equipment and Utensils**, the Landlord agrees to clean and remove finger marks and grease whether used or stored during the tenancy.
- 23.19 **Tiling and Taps and Drainers**, the Landlord agrees to clean and remove finger marks, grease, hair, limescale and watermarks.
- 23.20 **Bathroom, Shower and Cloakroom Fixtures**, the Landlord agrees to clean and remove hair, limescale and watermarks to include inside, out and behind to pedestals and WC units.

23.21 **Refuse**, the Landlord agrees to remove all refuse to include vacuum and garden refuse. To ensure that there is sufficient recycle bins allocated to the property.

[24] Prior preparation for the Inventory of Contents and Schedule of Condition:

The Schedule of Cleaning and Ground Maintenance of the Property forms part of the Tenancy Agreement terms, with this in mind we recommend that you have your Property professionally cleaned.

Should we need to carry out any works prior to check in, we would do so and the charge will be deducted from rents received, this also applies to removing upholstered items which do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations Act 1988.

[25] Tenant Insurance:

We try to ensure that a Tenant has insurance before occupying your Property. This needs to cover not only the tenant's possessions but also accidental damage caused by them to your fixtures & fittings, etc. The limit for which the Tenant is responsible is £2,500.

[26] The Tenancy Deposit & The Tenancy Deposit Scheme:

Mather Marshall Lettings is a member of the *mydeposits.co.uk* Scheme, which is administered by:

My deposits.co.uk

Ground Floor

Kingmaker House

Station Road

New Barnet

Herts

EN5 1NZ

web www.mydeposits.co.uk

email info@mydeposits.co.uk

26.1 The Agent is instructed by the Landlord to hold the Deposit under the terms of *mydeposits.co.uk*.

26.2 The Agent holds tenancy deposits as Stakeholder.

26.3 At the end of the tenancy covered by the my deposits.co.uk scheme

26.3.1 If there is no dispute the Agent will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within **10 working days** of written consent from both parties.

26.3.2 If, after **10 working days*** following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to 26.3.3 below) be submitted to *mydeposits.co.uk* for adjudication. All parties agree to co-operate with any adjudication.

**These time scales can be changed by agreement with the Tenant in individual cases.*

26.3.3 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by *mydeposits.co.uk* although, with the written consent of both parties, *mydeposits.co.uk* may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by *mydeposits.co.uk* from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.

26.3.4 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

26.3.5 It is not compulsory for the parties to refer the dispute to *mydeposits.co.uk* for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to *mydeposits.co.uk* for adjudication. If the parties do agree that the dispute should be resolved by , they must accept the decision of *mydeposits.co.uk* as final and binding.

26.3.6 If there is a dispute the Agent must remit to *mydeposits.co.uk* the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or the Agent want to contest it. Failure to do so will not delay the adjudication but *mydeposits.co.uk* will take appropriate action to recover the deposit and discipline the Agent.

26.3.7 The Agent must co-operate with the *mydeposits.co.uk* in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

26.4 **Incorrect Information**

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

[27] Negotiation of Property Sale:

In the event of the Property being sold to a Tenant or any other third party introduced by Mather Marshall Lettings a fee of 1% plus VAT of the sale price will be payable.

[28] Re-letting Authority:

This is an authority to Mather Marshall Lettings to continue re-letting the Property to include re-letting to a new Tenant and re-letting on a replacement tenancy to an existing Tenant.

[29] Ending this Agreement:

This agreement may be brought to an end by either party giving three calendar months notice. Notice by either party to end this agreement will not detract from our right to receive payment of our fees as set out in these Terms of Business for the period the Tenant introduced by Mather Marshall Lettings remain in the Property. If the landlord decides not proceed with the tenancy, it is the landlords responsibility to pay all costs the tenant has incurred, including an abortive administration fee of £100 plus VAT.

[30] Variation To Terms of Business:

Mather Marshall Lettings Terms of Business may be reviewed from time to time and should the need arise we will notify the Landlord of any variation by separate written notice.

[31] Energy Performance Certificate:

An Energy Performance Certificate (EPC) must be provided, prior to the marketing of the property. *We will be pleased to arrange this for you at a very competitive cost.*

Energy Performance Certificates (EPCs) are required for all rental properties. The certificate is valid for ten years and must be issued to all prospective, new and current tenants who have signed a renewal agreement of a rented property.

The EPC process involves arranging a visit to your property by a registered Domestic Energy Assessor to carry out a survey which will take about 45 minutes. The certificate is then lodged online for access at anytime by means of a unique reference number.

The certificate consists of a 5/6 page document which must, by law, be issued to a tenant and we will of course ensure that this is carried out on your behalf. A copy of the certificate will be emailed to you for your records.

[32] Commencing this Agreement:

The Landlord is instructing Mather Marshall Lettings as sole Agent to market, let, sign the Tenancy Agreement and relevant notices, in accordance with current legislation and manage the Property in accordance with Mather Marshall Lettings Terms of Business. It is the landlord responsibility to ensure all safety regulations are adhered to.

[33] Mather Marshall Lettings Unique & FREE Rent Guarantee:

As a professional Agent our aim is to provide a Landlord with the highest quality service possible that will give peace of mind and a trouble-free tenancy.

We have access to legal advisors who specialise in Landlord and Tenant law and we take every precaution to ensure that your interests are fully protected. However thorough we are in vetting a prospective Tenant even the most exemplary individual may be unable to pay the rent, perhaps due to redundancy, marital breakdown or illness.

We therefore provide you with Rent Guarantee for the term of the first tenancy, if the tenants have a credit check done, normally for professional lettings, student lettings are worked differently, a guarantor is arranged who signs a deed of guarantee stating they will pay the rent if the student fails to do so, there are no hidden charges. This means that you receive the benefit of protection against any possible rent arrears and/or legal costs in the event that the Tenancy Agreement is breached or re-possession becomes necessary. Endsleigh rent guarantee insurance covers:

Legal Costs and Expenses for:

- Repossession of the property
- Rent recovery
- Up to £25,000 per claim

Rent Guarantee:

- Maximum £10,000 rent payable per month
- 4 months cover for a 6 month policy or 8 months cover for a 12 month policy
- Extended rent guarantee claims reporting period - up to 68 days after the rent first becomes due.

Mather Marshall Lettings Unique & FREE Rent Guarantee and Legal Costs will not be available if the tenancy falls outside of our in-house criteria, in this instance the rental and legal will be covered by a comparable insurance based policy.

Landlord [1] Signature

PRINT Title, 1st Name & Surname

Landlord [2] Signature

PRINT Title, 1st Name & Surname

Date

PROPERTY MANAGEMENT INFORMATION

Landlord title

First name

Surname

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Additional Landlord/Company

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Correspondence address

Contact details

Home Tel:	Work Tel:
Mobile:	Fax:
Email:	

Bank details

A/c name:	A/c No:
Sort code:	Ref:

Overseas Landlord

Power of attorney (if applicable)

Title	First name(s)	Surname
Home Tel:		Work Tel:
Mobile:		Fax:
Email:		

Repairs/Maintenance - Preferred contractors (if applicable)

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QUESTIONNAIRE

The following is a list of information which will help us to manage your Property more effectively. Please add any additional points you feel we may need in the box provided.

Council tax

Name & Address of local authority responsible		
	Band	Annual cost: £

Electricity Supplier name & address:

Gas Supplier name & address:

Water Supplier name & address:

Location of services:

Water Meter/Stopcocks
Gas/Elec. Meter boxes
Fuse boxes

Managing agents (flats blocks only - where there are common areas)

Boundaries – please indicate which boundaries (hedges/fences, etc) are your responsibility.
 (Viewed from the front of Property)

Front	Left or Right
Rear	Left or Right

Shared Access (if applicable)

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Buildings Insurance:

Name Of Insurer:	
Telephone Number Of Insurer:	
Policy Number:	Renewal Date:
Sum Insured:	Premium:

Contents Insurance

Name Of Insurer:	
Telephone Number Of Insurer:	
Policy Number:	Renewal Date:
Sum Insured:	Premium:

Annual Service Contracts (details of contractor if applicable)

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Other information (eg. Alarm Box Site & Code)

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Property Full Address & Property Telephone:

Postcode: _____	Property
Telephone inc. std: _____	