



Terms of Business for Landlords

These Term of Business form the total contract between You, the Landlord, and We, the Key Homes Estate Agency Local office\* in respect of the letting and management of all the properties on which you instruct Us to act as Your Agent, whether the instructions is given verbally or in writing.

If you wish in instruct Us the please sign and return a copy of this document to Key Homes Estate Agency local office\*

*Registered Company Name*

*Registered No*

*Registered Office Address*

**What We Are Responsible For**

Fully Managed Service	rent receipt Service	tenant Finding Service
<p><b>property purchase advice</b> We review with you details of properties for sale that may be suitable for letting and provide an estimate of the potential rental value. For an additional fee we can also negotiate with the property seller on your behalf.</p>	as Fully Managed Service	as Fully Managed Service
<p><b>rental assessment</b> We assess the potential rental value in current market conditions, recommend the type of Tenant that would be most suitable and agree with you the terms on which the property will be marketed including any restrictions.</p>	as Fully Managed Service	as Fully Managed Service
<p><b>Marketing</b> We market the property to the widest possible audience including promotion through the Key Homes Estate Agency website and other property portals/websites. Where appropriate we will erect a board and actively promote the property to our database of registered applicants, local employers and to office callers. We will discuss with you the cost and benefit of extra advertising in your locality.</p>	as Fully Managed Service	as Fully Managed Service

Fully Managed Service	rent receipt Service	tenant Finding Service
<p><b>references</b>            We conduct identity and residency checks on all applicants. We obtain a credit reference and take up employer and current Landlord references. You may inspect the references.</p> <p>For applicants who have a clean credit history but who are financially weak for the rental commitment we either ask for a Guarantor or obtain full settlement of rent in advance for the tenancy term.</p> <p>For non-UK applicants we have access to international referencing facilities, which cover many countries.</p> <p>For companies who wish to take a tenancy on behalf of their employees we shall conduct references on the company.</p> <p>We will accept applicants in receipt of Housing Benefit, subject to your prior approval, credit referencing and a Guarantor for the tenancy</p>	<p>as Fully Managed Service</p>	<p>as Fully Managed Service</p>
<p><b>gas and eccentricity safety</b>            For properties with mains or LPG gas we diaries to arrange for suitably qualified engineer to carry out gas safety check annually.</p> <p>We arrange a gas safety check before the property is first let. We will not be able to let the property without this.</p> <p>At your option we can diaries to arrange portable electrical appliances testing (PAT) annually.</p>	<p>as Fully Managed Service</p>	<p>Your responsibility</p>
<p><b>Furnishings and Fire Safety</b>            We help you identify which items o furniture or furnishings must be removed from the property in order to comply with Fire Safety Legislation.</p>	<p>as Fully Managed Service</p>	<p>your responsibility</p>
<p><b>Inventory</b>            We arrange for inventory and Schedule of Condition of the property, its contents and the fixture and fittings, to be drawn up in line with our Best Practices. The Inventory will not extend to the contents of non-residential basements, attics or outhouses.</p>	<p>as Fully Managed Service</p>	<p>as Fully Managed Service</p>

Fully Managed Service	rent receipt Service	tenant Finding Service
<p><b>tenancy agreement</b> We draw up Tenancy Agreement between You and Your Tenant 'subject to contract'. We sign the Tenancy Agreement as Agent on Your behalf. At Your request the Tenancy Agreement may be forwarded for Your signature before the tenancy is binding.</p>	as Fully Managed Service	as Fully Managed Service
<p><b>gas, electric, water and council tax liability</b> We manage the transfer of billing liability between You and Tenant.</p>	your responsibility	your responsibility
<p><b>Security deposit</b> We collect a Security Deposit from the Tenant as cleared funds before the Tenancy Agreement is signed and register the Deposit with an approval Tenancy Deposit Scheme if applicable (Tenancy Deposit Schemes do not currently operate in Scotland or Northern Ireland)</p>	as Fully Managed Service	as Fully Managed Service
<p><b>damage disputes</b> We will act as stakeholder in any disputes with Your Tenant concerning the return of their deposit, unless otherwise stated in the Tenancy Agreement.</p>	your responsibility	your responsibility
<p><b>Management visits</b> We arrange to visit the property and report in writing within 6 weeks of the tenancy starting and then not less than once every 6 months thereafter whilst the tenancy remains in force. At Your Option and cost We can visit more frequently.</p>	your responsibility	your responsibility
<p><b>Maintenance</b> We manage routine maintenance works using Our approved contractors. We agree financial limits with You in advance (except for genuine emergencies where We will exercise discretion to instruct any reasonable work to keep the property or your Tenant safe)</p>	your responsibility	your responsibility
<p><b>rent receipting</b> We arrange for the Tenant to sign a standing order or direct debit mandate for rent and account to you for all rent received, less outgoings, fees and commissions accompanied by statement, normally with 7 days.</p>	as Fully Managed Service	your responsibility

Fully Managed Service	rent receipt Service	tenant Finding Service
<p><b>credit control</b> We will pursue rent that is no paid, including written and telephone contract with Your Tenant. We will liaise with Your Solicitors if appropriate.</p>	as Fully Managed Service	your responsibility
<p><b>payment control</b> We arrange to pay property specific bills that you are responsible for by deduction from rental income.</p>	your responsibility	your responsibility
<p><b>tenancy Matters</b> We manage all day-to-day contact with Your Tenant and all routine matters arising during the tenancy.</p>	your responsibility	your responsibility
<p><b>tenancy renewal</b> We manage tenancy renewal negotiations including an upward rent review where applicable.</p>	as Fully Managed Service	as Fully Managed Service
<p><b>check Out</b> We arrange to check the Inventory and Schedule of Condition at the end of the tenancy, report to You on work required and identify any deductions that may be claimed from the Security Deposit.</p>	your responsibility	your responsibility



## Terms of Business for Landlords

### **What You Are Responsible For**

#### **taxes**

Paying tax on Your rental, and if You are living outside of the UK applying for approval to receive rent with no tax deducted. In the absence of this approval We must deduct tax at source from Your rental and pay these monies to the Inland Revenue on Your behalf.

Paying all property taxes for periods when the property is not tenanted.

Keeping Your own records for VAT and personal taxations purposes.

#### **Mortgage lender**

Obtaining permission to let the property from Your mortgage lender and to inform Us of any special conditions that they impose. We may require written confirmation of this.

#### **Freeholders/Head leases and Factors (Scotland only)**

Checking that You are not prevented from letting by Your Lease and advising Us of special terms in Your Lease that we will need to insert into the Tenancy Agreement. Setting up direct billing if you pay factors, service charges or ground rent.

#### **Houses in Multiple Occupation (HMO)**

Complying with any order made by Local Authority in connection with HMOs and completing any works required (prior to a tenancy commencing)

#### **UK address**

Arranging postal re-direction at the property, and providing Us with a UK address in order for the Tenant to serve legal notices on you.

#### **Money laundering**

Providing on our request evidence to allow Us to comply with Money Laundering Regulations 2003.

#### **insurance**

Insuring Your property together with its fixtures and fitting with a reputable insurer to its full re-instatement value, and to hold Property Owners Liability and Employers Liability cover. We require a copy of the insurance policy.

If You choose not to take up insurance cover for loss of rent, legal costs associated with ending a tenancy, emergency repairs or accidental and malicious damage to Your building or contents then We will not be held liable for any of Your subsequent uninsured losses, provided that they do not arise from Our negligence, Neither will We accept any liability to the Tenant(s), their guest(s) or any third party for loss or injury arising out of the condition of the property.

#### **disputes**

Informing Us that You have a dispute regarding the contents of an Inventory or Check Out report within 7 days of receiving it from us

#### **Breach of tenancy**

Instructing a Solicitor to serve the appropriate notices in the event of a breach of tenancy.

#### **gas Safety**

Repairing or replacing all faulty Gas appliances and ensuring that every Gas appliances and flue is installed safely and checked for safely following the installation and 12 monthly thereafter, in order to comply with the Gas Safety (Installations and Use) Regulations 1996 Using only qualified gas engineers who comply with certification requirement to carry out work at the property.

#### **Furnishing**

Removing or replacing all furnishings, which do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

#### **Electrical Safety**

Ensuring that all electrical appliances, plugs and sockets are safe and properly tested and repaired or replaced as necessary to comply with The Electrical Equipment (Safety) Regulations 1994 (Consumer Protection Act 1987) and The Plugs and Sockets etc (Safety) Regulations 1994. Using only qualified electricians who comply with certification requirements to carry out electrical work at the property.

#### **energy performance certification**

Complying with European Economic Union (EEU) legislation on Energy Performance Certification.

#### **appliances (Fully Managed Service Only)**

Providing Us with instructions manuals for all appliances at the property, together with details of manufacturer's guarantees, extended warranties, and any servicing contracts.

#### **Keys**

Providing Us with 3 sets of door keys together with any door entry and/or car park fobs, communal entrance codes and/or keys, and any alarm code and instructions. All window keys to be left at the property.

#### **Maintenance**

Keeping the property in good repair as defined by the Landlord and Tenant Act 1985 Section 11.

#### **Smoke Alarms**

Complying with Smoke Detectors Act 1991 in England and Wales and the 1993 Regulations in Scotland. We recommend installing smoke alarms in all properties.

#### **Account Float (Fully Managed Service Only)**

Agreeing that We may hold on Your Account and amount equal to the delegated spend limit so that we have funds in hand to pay contractors.

#### **payment of contractors invoices**

Paying all contractors invoices for works including end of tenancy dilapidations that are disputed between Yourself and the Tenant.

#### **House Builder's guarantee (Fully Managed Service Only)**

Providing Your Key Homes Estate Agency Local office\* with details of any House Builders' Guarantee.

#### **Future Legislation**

Adhering to any future legislation that affects residential lettings.

#### **Security void periods**

The security or management of the property during when it is no Tenanted.

#### **Other costs you May incur in addition to Our Fees and commissions (listed below):**

- The Cost of an Inventory
- The Cost of annual gas and electrical appliance safety checks
- The cost of a periodic electrical test
- The cost of energy performance certification
- Building, contents and rent guarantee insurance



## Terms of Business for Landlords

- Appliance servicing, repairs and maintenance
- Property maintenance and periodic redecoration
- Council tax and utility bills, telephone, broadband and cable services for periods when no tenancy is in force
- TV license fee if a TV is left at the property
- The cost of Solicitors to serve legal notices in preparation for court proceedings (unless covered by appropriate insurances)
- The cost of court proceedings (unless covered by appropriate insurances)

### Indemnity

You agree to indemnify Us against all claims arising out of carrying out Our duties under these terms of business, and any penalties or fines that are imposed upon Us as result of Your failure to comply with legislation or officials notices.

### general authority

By signing these Terms of Business You are confirming that you have legal right to let all of the properties on which We receive Your instructions. You will confirm to Us in writing any of the events listed below.

- Notice to terminate Our Agency
- Appointment of other agents including Estate Agents offering the property for sale
- Notice to terminate or vary the terms of an active tenancy
- Approval for maintenance work in excess of Our delegated spend limit
- Changes to Your bank account details
- Changes to Your UK residency status
- Changes to Your contact details
- Exchanged or completion of a sale of property
- Legal proceedings, bankruptcy or insolvency orders against You.

### right to terminate Our agency

In respect of an active tenancy arranged through Our Agency:

- You may terminate Our Agency by giving Us 1 months' written notice, but
- Where You continue letting to a Tenant or Occupier who we introduced then You will be liable to pay Us a Tenant Finding fee calculated on a notional 6 months tenancy term starting on the date that Our Agency ends with the fee becoming payable on that day. If the tenancy terminates sooner than 6 months after Our agency ends then We will make a pro-rata refund of the fee.
- We may terminate Our Agency by giving You 1 months' written notice, or immediately at the end of a tenancy.

In respect of a proposed tenancy which had been agreed "Subject to contract":

- You may terminate Our Agency Immediately subject to paying Our reasonable expenses for administration and marketing the property and being not less than 1 weeks' rent.

### variations of terms

We may give You 1 months' notice to vary these Terms of Business.

### transfer of Obligations

We may transfer all of Our rights and obligations as Your agent to third party who has been approved by Key Homes Estate Agency.

### data protection

We will act as a Data Controller in respect of all data We hold on You, the property and the Tenant and We may share this data with our suppliers and Key Homes Estate Agency.

### Legal Jurisdiction

These terms shall be governed, constructed and enforced in accordance with the law of England and Wales, depending on where the Key Homes Estate Agency office is located.

### advertising

We may promote Your property using various media, including the erection of sign board unless You instruct Us not to do so. We may also use Your property for editorial features and advertising purposes unless You instruct Us otherwise.

### access

You may only gain access to the property during an active tenancy by prior agreement with the Tenant, unless in circumstances of a genuine emergency threatening life or the safety of the property. We will not be responsible for arranging access for other agents acting on Your behalf.

### interest on client Monies

We retain all interest on Client Monies.

### complaints procedure

If You have a complaint about the service You have received from the Key Homes Estate Agency local office\* You should put Your concerns in writing to Your Key Homes Estate Agency local office\* The correspondence will be acknowledged within 3 working days. The matter will then be investigated and a full response sent to You within 15 working days.

If You feel the matter remains unresolved then You need to address Your complaint to The Proprietor at the Key Homes Estate Agency local office\*, who will conduct an investigation and respond with a final viewpoint.

In the unlikely event that You remain dissatisfied then You may refer the matter to the Ombudsman at the following address:

Ombudsman for Estate Agents (OEA)  
Beckett House  
4 Bridge  
Street Salisbury  
Wiltshire  
SP1 2LX

### Fees and commissions

For both the initial fixed term of the tenancy and any extension to the tenancy including statutory periodic tenancies, tenancies granted through 'tactic re-location' in Scotland and periods where the Tenant continues in occupation on a 'mesne profits' basis You are liable to pay Our fees and commissions.

We will deduct these from any monies received under this Agency Agreement, under any Tenancy Agreement, and under any insurance claim.

No refund of fees and commissions will be made if the Tenant stops paying rent for any reason.

Fees and commissions will be deducted in advance from rent paid in advance or when a Tenant Finding Service is selected.

No refund of fees and commissions will be made if You invoke a break clause in a tenancy where Our fee was pre-paid for the full term.

**Service Level**

**all terms are required on a sole agency basis unless noted otherwise. Figures are quoted per property & exclude of Vat.**

Please indicate the Service you require	Fully Managed Service	Rent Receipt Service	Tenant Finding Service
tenancy Set up Fee	£150	£150	£200
Commission	8%	5%	
delegated Spend limit held as a float	£ and float	not applicable	not applicable
Inventory cost	£	£	£
administration Fee for items purchased for the property	£	£	£
Rent guarantee insurance (Figures quoted include insurance tax)			
Management visit outside of the Fully Managed Service	£35 per visit	£35 per visit	£35 per visit
registration of Security deposit	£20 per deposit	£20 per deposit	£20 per deposit
Key cutting Fee	£5	£5	£5
Copy statement	£8 per statement	£8 per statement	£8 per statement
Filling tax returns for rental income (non-uk residents)	£100 per non-resident/per tax year	£100 per non-resident/per tax year	£100 per non-resident/per tax year
Void Period Management cost	£ per day per property £ visit	Not applicable	Not applicable
additional advertising costs	£	£	£
Court attendance Fee	£100 per Hour	£100 per hour	£100 per Hour
Sale of Property to a tenant	1.00 % or minimum of £800 of sale proceeds	1.00 % or minimum of £800 of sale proceeds	1.00 % or minimum of £800 of sale proceeds
tenancy renewal commission	£50	£50	£50

*A list of costs for Energy Performance Certificates (EPC), Electrical safety an Gas Safety testing together with any local variations are available on request from Key Homes Estate Agency office\**



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**Authorisation to Act as Agent**

- *I/We are the persons listed with Land Registry as the property Owners*
- *I/We instructed Key Homes Estate Agency local office\* to act as the Letting Agent on my/our behalf*
- *I/We authorise the Key Homes Estate Agency local office\* to sign Tenancy Agreement on my/our behalf*
- *I/We require Rent Guarantee Insurance*
- *I/We require Building Insurance*  
Sum Insured £
- *I/We require contents insurance*  
Sum Insured £
- *I/We have notified the mortgage of my/our intention to let the named property and have obtained their approval*
- *I/We have notified the Freeholder/Block Management Company of My/Our intention to let the named property*
- *I/We understand that all Tenancies and subsequent renewals are 'subject to contracts' until the Tenancy Agreement has been signed by both parties, or by Agent on your behalf, and the document is executed*
- *I/We are resident in the UK for tax purposes and the UK address is shown below*
- *I/We are non-resident in the UK for tax purpose and the non UK address is shown below:*

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Office Address

Registered Company Name

Registered No:

Registered Office Address

VAT No:

Signed on behalf of Key Homes Estate Agency Local Office\*

.....Dated:.....

Full Name of first Landlord

Address and postcode

Signed by the first Landlord

Full Name of second Landlord

Address and postcode

Signed by the second Landlord

.....Dated:

.....Dated:





Terms of Business for Landlords

**Landlord Details**

**your Contact details**

Address

Email Address

**your alternative contact (Must be UK Based)**

Address

Telephone No.

Email Address

**Your Bank Details**

Account Names

Account Sort Code

Account Number

**Bank name & address**

Name

Address

**your non resident information**

Date of leaving the UK

Name of tax office

Exemption Approval No.

**accountants name & address**

Name:  
Address:

**your Mortgage Lender**

Name:  
Address:

**Tenancy Deposit Protection**

If you are already a member of a tenancy deposit Scheme please indicates which scheme you belong to and provide your membership details:

The Deposit Protection Service:  
The Dispute Service:  
My Deposits:

**Property Details**

Property address for which you wish us t act as your agent

Address

**electricity**

Serial Number

Supplier

Location of meter

**gas**

Serial Number

Supplier

Location of Meter

**Water Supplier**

Meter Number

Supplier

Location of Meter

**Sewerage Service Supplier**

Meter Number:  
Supplier:  
Location of Meter:



Terms of Business for Landlords

name of local council

Council Tax Band:-

Is there a Telephone Line at the property? Yes No

If yes, please provide telephone number:

[Empty box for telephone number]

guarantees

please list any items and appliances under guarantee

Service care agreements

please provide information of any supplier with which you have a service agreement that You intend to maintain, such as British Gas or Aquacare. Please notify the supplier of your intention to instruct a managing agent.

Company:-
Policy No:-
Extent of the cover:
Please provide a copy of the service contract agreement

Gas Safety

Is your property connected to gas? Yes No

Do you already hold a gas safety certificate\* yes No

Date of expiry:

\*if yes please provide a copy.

electrical Safety

Do You require an electrical safety certificate to be conducted? Yes No

Do you require your portable appliance to be tested? Yes No

Boundaries

Please indicate if you are responsible for any of the boundaries around your property. if yes please provide additional information overleaf

Security

We would recommend that the property is provide with security precautions in place such as window locks and approved door locking systems.

Does the Property have a security alarm? Yes No

If yes, please provide the details to include the code and instructions for use: (please note that you will be responsible for the maintenance of the alarm and if regular inspections are required or links to call centre maintained, the account must be settled by you)

Please list any special security instructions such as entry codes for communal doors or jobs:

parking

Please indicate if allocated parking forms part of the property and provide the location and number of the above

Location (1)

Location (2)

Location (3)

Is there a parking permit which must be displayed when using this parking? Yes no

(Please supply this permit to your Key Homes Estate Agency local Office\* where applicable)

If there is a shared driveway at the property please provide details of the boundary and any restrictions:

[Empty box for driveway details]

Block Management

If your property forms part of a block, please provide the contact details of the person or company who manages the property:

Name:

Address:

Telephone:

Head Lease

If your property forms part of a block, the Head Lease may restrict certain actions of those living at the property. Please provide further comments in the box provided, together with applicable section of the lease

[Empty box for head lease comments]

Building Insurance

If your property does not form part of a block, please provide the individual buildings insurance details:

policy no.

Sum Insured.

Annual Premium.



Terms of Business for Landlords

House Builders Guarantees

Please provide details of any building guarantee that You may have together with the length remaining if the guarantee. It is vital that You provide details of who to contact and what items are covered by the guarantee. If We are not provided with these details We shall instruct our own appointed contractors to attend to maintenance issues at Your own expense.

[Empty box for House Builders Guarantees details]

tenancy agreement

The agreement contains standard clauses but You may wish to indicate any special conditions or restrictions that we should apply to the tenancy. Please remember to include any special conditions or inclusions that Your Mortgage Lender may impose.

[Empty box for tenancy agreement special conditions]

Any additional comments made verbally by a representative of the Key Homes Estate Agency local office\* will not form part of this agreement unless confirmed in writing.

Office Address

Registered Company Name:

Registered No:

Registered Office Address:

VAT No:

The Tenant is obliged to pay Us the fees listed below. If the fees are up-paid at the end of the tenancy You will claim the fees from the Tenant's deposit and We will reclaim the fees from You.

Tenancy renewal fee, each renewal	£ 50
Early release from the tenancy fee	£ 200
Bounced Cheques	£ 10
Remedial work fee, each job	£ 0
Missed appointment fee, each appointment	£ 25
Replacement of lost keys, each key	£ 5minimum
Refund of rent (each standing order received in error)	£ 10

If You have a preferred method of communication, please state this below. We will endeavor to use this method where possible.

[Empty box for preferred method of communication]