



Terms of Business

Letting Only Service

1. Initially we will arrange to visit the property you wish us to let on your behalf with you or your representative. This will allow us to discuss any special or unique circumstances relating to your property that we need to take into account when determining the level of rent we consider might be achievable. We will discuss and agree with you the rental level to be asked for your property.
2. Where your property is leasehold any rental to be received will include any ground rent and service charge payable by you under the terms of your lease. Other considerations relating to your lease may also apply but this is dealt with later in this agreement.
3. It is your responsibility as Landlord to ensure that the property to be let is in a fit and proper condition for letting including where applicable all appropriate safety certificates. All machinery must be in full working order and compliant with all and any safety regulations. Gardens should be neat and cultivated. If there is any doubt about what is required in this regard we are able to help although any additional fees/expenses will be for your account.
4. We shall endeavor to find a suitable tenant as soon as possible and shall communicate any offer to you in the most expedient way possible but will always confirm this in writing normally by email. Assuming terms are agreed a moving in date will be agreed with both you and the tenant. If for any reason you decide to withdraw from the letting before a legally binding tenancy agreement is signed than you shall be responsible for our fees in accordance with clause 5 hereof.
5. It is our invariable practice to take up a full set of references for the proposed tenant(s) through the referencing agency Homelet. These will normally comprise of a full credit check, employer's, landlord's and (where possible) banker's references and Right to Rent checks. Often, we will ask for bank statements and pay slips for the previous three months and also do identity checks by taking copies of photographic I.D. As the Landlord you are entitled to copies of these documents and we will always forward a copy of these in writing normally by email. If we consider it appropriate, we shall request a guarantor for the tenant(s) and in that case we shall undertake similar enquiries. Whilst we will take every care with these procedures, we are relying on others to provide information so we cannot guarantee the accuracy of the same and cannot accept any liability in respect thereof. If you decide to proceed with a letting without taking up references or having taken them up against our advice to not proceed with that tenant we cannot accept any responsibility for any problems that may arise and you hereby agree to indemnify and keep us indemnified against any claim or claims in that regard.



6. We always recommend a full and detailed inventory is prepared so in the event of any damage or loss there can be no doubt as to what was in the property at the commencement of the tenancy and its condition. We work with professional inventory clerks and can arrange for this to be done on your behalf. As the responsibility for the preparation of such an inventory at the commencement of the tenancy is the responsibility of the Landlord, we shall require you to pay this cost which can be deducted from payments made or to be made by the tenant. Inventory clerks are independent and therefore we cannot accept any responsibility for any mistakes they may make.
7. We recommend a thorough cleaning of the property before the letting commences. We can arrange this for you at your expense which can be deducted from rental payments.
8. Unless it is a letting to a company we shall utilise our standard tenancy agreement which is an Assured Shorthold Tenancy in accordance with the 1988 Housing Act. We can make available to you prior to any letting a copy of said agreement and the relevant notices. Any specific changes that may be required by you or your advisors can, where appropriate, be incorporated into the agreement. In the event you decide to utilise a different form of agreement not provided by us we will require sight of this prior to signing and cannot be responsible for any problems that may arise as a result but shall of course work with you to try and resolve them.
9. On every letting, save for exceptional circumstances, we will require the tenant to lodge a security deposit equivalent to, at least, one month's rent. We will, in order to comply with legislation, lodge the same with DPS under their custodial scheme. We will provide the prescribed information to the tenant for signature once the deposit has been lodged.
10. Once the tenancy agreement is signed and a start date fixed arrangements will be made for the tenant to take over all utilities such as gas, electric water, council tax, T.V licence etc. It is recommended that you apply for final accounts where appropriate so that your liability ceases at the tenancy commencement date. We shall give you every assistance possible in this regard but some utility providers will only deal with the customer directly.

REGULATIONS

1. Gas Safety (Installation and Use) Regulations 1998: The landlord has a legal obligation to have the gas supply and all appropriate appliances in the property inspected annually by a Gas Safe Registered Engineer and to supply a copy of the Gas Safety Record to the tenant either prior to or at the commencement of the tenancy and annually thereafter. We require you to supply a copy of the Gas Safety Record to us at least three days prior to the commencement date of the tenancy. If required we can arrange for the inspection by a qualified person and, if necessary, arrange for all



necessary work to be done (at your expense) prior to the tenancy commencing. If we arrange the inspection then the cost may be deducted from rental payments.

2. Fire and Furnishings (Fire Safety) Regulations 1988 as amended 1993: With effect from March 1st 1993, except in certain circumstances, it is a criminal offence punishable by a fine and/or prison to let a property with furniture and soft furnishings which do not or cannot be shown to be compliant with Fire Resistance requirements as set out in the above regulations. You should, if you are in any doubt, seek professional advice in this regard. We are not qualified to comment on the suitability or otherwise of furniture and fittings in this regard.
3. The Electrical Equipment (Safety) Regulation 1994: With effect from the 9th January 1995 it is a criminal offence to supply electrical equipment in a property that is unsafe. You should ensure that both the electrical installation and all electrical equipment provided in the property is safe and meets appropriate standards. From 1st January 1997 all new electrical appliances must carry a “CE” mark and instruction booklets or clear working instructions must be provided. Newly installed plugs and sockets must also comply with regulations. We strongly recommend that a qualified and approved electrician carries out a thorough check and tests prior to the commencement of the tenancy.
4. The Electrical Safety Regulations 2020, The Government has laid The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 meaning landlords must ensure every fixed electrical installation is inspected and tested at least every five years by a qualified person. The Regulations also state that a landlord is required to obtain a report of the results of the inspection and test, supply it to each tenant within 28 days and retain a copy until the next inspection is due.
5. Section 45, Consumer Protection Act 1994: It is an offence to let a property with a cooker which is damaged in any way.
6. Stamp Duty (SDLT): Since 1st December 2003 stamp duty is payable on tenancy agreements/leases where the annual rental exceeds £125,000.00.
7. Taxation;
 - (1) Non-Resident Landlord: Where a landlord is not resident in the U.K for tax, tax is deductible from the rent and payable to HMRC unless prior approval is sought first on form NRL1. Where we collect rent we shall deduct tax and account to HMRC for it but if you collect rent directly you shall account to HMRC for the tax. In the latter event you shall indemnify and keep us indemnified against any claim or claims that may arise as a result of your failure so to do.



- (2) Information that may be supplied to HMRC: HMRC may request information regarding the tenancy which we are obliged by law to provide.
7. Smoke Alarms: Legislation that came into force on 1st October 2015 requires Landlords to fit a smoke alarm on every floor of the property and a Carbon Monoxide (CO) alarm in every room that has a solid fuel burning appliance. All alarms must be tested and in full working condition at the commencement of each tenancy. There are severe penalties for failing to comply.

2. Consents.

1. Mortgages. Where your property is subject to a mortgage or other loan you will normally require the prior consent of your mortgage or loan provider before you enter into a tenancy agreement. If this applies to you then please advise us as soon as possible as they may wish to see a draft of the tenancy agreement and any references prior to giving their consent. A fee may be charged by your mortgage provider for such consent.
2. Sub-Letting. If you are a tenant or own your property by way of a lease you may require your landlord's consent to sub-let your property. If this is the case please advise us as soon as possible and we can either apply for such consent on your behalf or work with you or your solicitors to obtain such consent and will provide copies of such documents as may be required. Again you may be required to pay a fee for such consent.
3. Insurances: It is of course essential that your property and its contents are adequately insured. You should inform your insurers that the property is to be let as they may wish to impose restrictions on your cover. Please also be aware that most insurance policies have a provision relating to the length of time a property may stand empty so if there are any voids in the letting of your property than you will need to notify your insurers accordingly.

3. General Terms and Notes.

1. If you own your property under a lease then they may be terms in the lease that need to be passed on to the tenant to comply with so please supply us with a copy of your lease so that, where appropriate, these terms may be included in the tenancy agreement.
2. You agree that we may erect one "To Let" board at the property.
3. We recommend that you arrange for your post to be forwarded on to another address with effect from the rental commencement date.



4. In the event of the tenant failing to comply with their obligations under the tenancy agreement and/or falling into arrears with rental payments we shall notify you as soon as possible. In the event we are

5. In all cases we are obliged to obtain and retain details of the landlord so we shall ask you to provide us with photographic proof (normally a passport) of identity together with a utility bill or bank statement (not more than three months old) showing your address. We may require you to prove ownership of the property to be let.

4. Management Services.

1. We will arrange for either the rent to be paid to you directly or for it to be paid to us and then to be transmitted to you which we shall do within two working days of receipt of cleared funds. In the event of rent being paid to us we reserve the right to deduct any expenses incurred on your behalf or any other sums that may be owing to us.

2. You as landlord have a statutory obligation to keep the property in good condition pursuant to Section 11 of The Landlord and Tenant Act 1985. Your responsibilities under this Act are to keep in good order and repair the structure of the property (including the drains, gutters, down pipes and the exterior), to keep in good repair the gas appliances and their supply, electricity and water; to keep the appliances for the supply of space heating and water heating and to keep in repair the sanitary appliances. We shall administer day to day repairs up to a maximum expenditure of £150 (plus vat) for any one item. If repair or replacement is likely to be in excess of this figure then, save for emergency situations, we shall do our best to contact you or your authorised representative and, if possible, supply a minimum of two estimates before commencing work. In the event you, or your authorised representative, fail to respond to us within a reasonable time you hereby authorise us to proceed with such work in order to ensure your interests are protected by complying with either the tenancy agreement and/or appropriate legislation.

3. We shall carry out visits to the property once every 6 months as part of our normal management programme. Additional visits can be arranged at a cost of £50. We shall of course notify you if as a result of our visits any defects or breaches of the tenancy agreement are apparent and decide with you what, if any, remedial steps need to be taken.

4. Under the terms of The Housing Act 1988 you are required, as landlord, to serve not less than two months written notice requiring possession of the property prior to the expiration of the term. This is in accordance with Section 21 of the aforesaid Act. For contractual tenancies the periods may differ but, in any case, should you require possession of the property we will require written instructions from you at



least two weeks prior to the deadline for service of notice upon the tenant(s). In the event you fail to give us written instruction or do so otherwise in accordance with this clause then we cannot be responsible for any delay that may occur in the tenant(s) giving up possession of the property.

5. As stated earlier we shall require a professionally drawn up inventory to be carried out prior to the commencement of the tenancy. This will record not only what is in the property but also the physical state of the property and its contents. At, or immediately prior to, the end of the tenancy a check out report will be prepared which will determine if there is any damage to the property or its contents. A copy of the report is sent to both landlord and tenant. If there is any damage we shall enter into negotiations with the tenant for them to make good any such damage or to agree a sum to be deducted from the deposit to pay for such damage. In the event no agreement is reached in this regard we will advise both parties to use the DPS Alternative Dispute Resolution (ADR) Service. Without an inventory the DPS will immediately side with the tenant and you will have no recourse to make a further claim. The Tenant Fees Act 2019 means that we are unable to charge the Tenant for the cost of the inventory.

6. If your property is empty pending a new letting we will not normally carry out any inspections although we will accompany any prospective tenants on visits. It is your responsibility during such void periods to ensure the property and its contents are secure and we will not be responsible for any damage that may occur during such void periods.

7. As stated herein we shall advise you if we become aware of any breach of the tenancy agreement or arrears of rent. We will work with your Solicitors in respect of any required action but any fees payable to your Solicitors will be your responsibility. In the event you ask us to instruct Solicitors on your behalf we reserve the right to ask you for financial security in respect of their fees and any associated costs.

8. You may terminate this management agreement at any time by giving us no less than three calendar months' notice of your intention so to do in writing. If at the expiry of such notice the tenant remains in occupation of the property you will be responsible to continue paying our fees in accordance our agreement for our letting service. We may also terminate this agreement by giving you three months' notice in writing or in the event of breach by you of the terms hereof we may terminate this agreement immediately.

5. Fees .

1. Letting service only. It is agreed that our fees for the introduction of a tenant only to your property will be at the rate of 8% plus VAT of the gross annual rental of the property for the 12 months of the tenancy which is payable in full on the signing of the tenancy agreement. Our fee will be deducted from the first month's or (where appropriate) quarter's rent. In the event of the tenant remaining in the property after the initial period whether under a new agreement or by the initial agreement being extended or the



tenant being allowed to roll onto a periodic contract (all of these being renewals), you agree that Jay Anton Ltd will be entitled to a fee of 7% plus VAT of the gross annual rental.

Fee Examples;

Monthly rental of £1000 is £12,000 annually. Our is £1152 inclusive of VAT

Monthly rental of £2250 is £27,000 annually. Our is £2,592 inclusive of VAT

2. In the event we collect rent on your behalf our fee for so doing is agreed at 2% plus VAT of the gross rent receivable throughout the term.

Fee Examples;

Monthly rental of £1000. Our fee is £24 per calendar month (£288 Annually) inclusive of VAT

Monthly rental of £2250. Our fee is £54 per calendar month (£5648 Annually) inclusive of VAT

3. If we are managing the property on your behalf then it is agreed that a fee of 5% plus VAT (inclusive of rental rent receipt fee set out in 5. (2) above) of the gross rent receivable throughout the term is payable in addition. These fees are in addition to our letting service fee set out in paragraph 5.(1) above.

Fee Examples;

Monthly rental of £1000. Our fee is £60 per calendar month (£720 Annually) inclusive of VAT

Monthly rental of £2250. Our fee is £135 per calendar month (£1620 Annually) inclusive of VAT

It is possible, when your property is managed and we receive your rent only, to pay the combined introduction and management fee on a monthly basis.

Fee Examples;

Monthly rental of £1000. Our total fee is £130 per calendar month (£1560 Annually) plus VAT

Monthly rental of £2250. Our total fee is £292.50 per calendar month (£3510 Annually) plus VAT

4. Refund of Fees

If the tenant moves out during the term of the Agreement, commission is refunded on a pro rata basis. Jay Anton Ltd will require a two month sole agency period from the start of the notice to re-let the property. If the Landlord services notice to the Tenant and does not instruct Jay Anton Ltd to re-let the property then no refund will be given.



6. Additional agreed matters

1. We reserve the right to alter and or amend these terms on giving you three months' notice of our intention to do so and at the expiry of such notice the terms hereof shall be deemed to be amended accordingly.

2. By signing these terms and conditions you agree that you are appointing us as your duly authorised agents and instructing us with full authority to act and represent ourselves as your exclusive agents in respect of the property. As such you hereby authorise us to sign on your behalf all and any documents required to be entered into for the letting of your property including the Assured Shorthold Tenancy agreement. You may withdraw this authority on serving us with appropriate written notice as per clause 4.(8)

3. By entering into this agreement you warrant to us that you are the legal owner of the property and that you have or will comply with the terms contained herein (including any statutory regulations) prior to the commencement of the tenancy.

4. You agree that in the event of our introducing a prospective tenant to you and you agreeing a letting with that tenant either directly or through another agent then you shall continue to be responsible to pay fees to us in accordance with the terms of this agreement.

5. By entering into this agreement you agree to indemnify us and keep us indemnified against all and any claim or claims that may arise under the terms hereof or the tenancy agreement other than as a result of something done or omitted to be done by us that is or was our responsibility under the terms hereof.

6. We are committed to maintaining the highest possible standards of service to you and all our clients. As such we have a grievance procedure details of which are available on request. In the event you have a grievance please advise us in writing and we shall implement our procedure immediately if we are unable to rectify the problem immediately.

7. In the event that a sale of the property is agreed with either a tenant or any associate party either, before, during or after a Tenancy, leading to an exchange of contracts, Jay Anton Ltd will be entitled to a commission of 1.0% of the total sale price of the property plus VAT. The commission will be payable upon completion of the sale.

You are strongly advised to fully read and understand the terms and conditions of this agreement prior to its signing. If there are any points on which you are unclear please let us know and we shall do our best to explain them. This is a legally binding agreement so you should also consider if you should take legal advice before you sign it.



Property:

I/We instruct Jay Anton Ltd to act on my/our behalf for the purpose of letting the above mentioned property and require them to provide the following service(s).

Letting/Rent Collection/Management Service Only

I/We instruct Jay Anton Ltd to act on my/our behalf in arranging the following items for my property.

Energy Performance Certificate.....

Gas Safety Record.....

Electrical Reports.....

Rental Guarantee Policy.....

JAY ANTON PROPERTIES, PO BOX 73478, London, NW8 1LR
07904 535 434 enquires@jayanton.co.uk jayanton.co.uk





I/We hereby certify that I/We jointly own the above named property and I/We will obtain any necessary consents for the letting of the property.

Signed.....

Date.....

Printed.....

Telephone Number.....

Correspondence Address.....

Signed.....

Date.....

Printed.....

For and on behalf of Jay Anton Ltd