



Terms of Business (covering 1 or more properties)

BETWEEN THE LANDLORD

1ST LANDLORD		
FULL NAME	Mr / Mrs / Miss / Ms / Dr	
YOUR PERMANENT RESIDENTIAL ADDRESS		
		POST CODE
2ND LANDLORD		
FULL NAME	Mr / Mrs / Miss / Ms / Dr	
YOUR PERMANENT RESIDENTIAL ADDRESS		
		POST CODE

AND THE AGENT

Lanes Rentals Ltd

A SUMMARY OF WHAT IS INCLUDED

	Tenant find only	Fully managed
Valuation & market appraisal	☺	☺
Preparation of details and listings on web sites & local advertising	☺	☺
E-mailing & circulating property to existing data & client bank	☺	☺
Accompanied viewings	☺	☺
Comprehensive Tenant referencing & credit checking	☺	☺
Preparation of legal documents (including Assured Shorthold Tenancy)	☺	☺
Moving Tenants in process and signing of legal documents	☺	☺
Preparation of Inventory & Schedule of condition		☺
Administration of legal & safety checks		☺
Registration & administration in Tenancy Deposit Scheme (T.D.S.)		☺
Meter readings in and out and contact utility companies	Readings & Utility companies on MOVE-IN ONLY unless advised not needed	☺
Management of check out process & inventory check		☺
Administration of ongoing legal & safety checks		☺
Monthly rental collection and BACS transfer of funds		☺
Periodic inspection checks of property		☺
Administration of property maintenance		☺
Administration of tenancy renewals		☺



1. These terms of business set out the services the Agent provides, what it charges, and what both parties are responsible for.
2. If there is anything you do not fully understand you should seek independent clarification and advice.
3. You will be bound by these terms of business as soon as you sign and return them to Lanes Rentals Ltd.

1.0 GENERAL TERMS

- 1.1 By signing this form the Landlord is appointing Lanes Rentals Ltd as the Agent. The Landlord confirms he has the authority to do this and has obtained all necessary consents i.e. mortgage, insurance.
- 1.2 Lanes Rentals Ltd has the right to carry out what ever acts are necessary to ensure the Landlord complies with statutory obligations, to prevent further deterioration of the property, and to limit damage in an emergency.
- 1.3 The Landlord will reimburse and compensate the Agent against all expenses, claims, liabilities and losses incurred by or imposed on them in the performance of their obligations under this agreement, unless the loss or liability arises through negligence or breach of contract.
- 1.4 The Landlord confirms the property is fit to be let and that all appliances comply with current, and will be kept compliant with future, safety regulations. When signing this agreement, the Landlord confirms that all machinery, gas appliances and electrical goods will be in full working order, have been recently serviced and have clear instructions of use.
- 1.5 This agreement gives the Agent the right to sign tenancy documentation and notices on behalf of the Landlord. It is accepted this will be legally binding on the Landlord for all legal obligations within the tenancy agreement or notices.
- 1.6 Prior to completion of the tenancy documentation, either party may terminate this agreement, in writing without prior notice, subject to reimbursement by the Landlord of all administrative/advertising/gas safety/electrical check/rent guarantee costs etc incurred by the Agent or any reasonable costs incurred by an accepted Tenant for a proposed tenancy, where an offer of the tenancy to the Tenant has been made.
- 1.7 If there is more than one person signing as the Landlord, all parties will be jointly and severally liable for the obligations contained in the agreement. Jointly and severally liable means that each person will be responsible for complying with the obligations contained herein and paying all charges and costs under this agreement, both individually and together.
- 1.8 The Agent will comply with the rules of the National Association of Estate Agents (N.A.E.A.) and Association of Residential Letting Agents (A.R.L.A.) currently operating as part of the National Federation of Property Professionals (N.F.O.P.P.)
- 1.9 The Agent reserves the right to vary the fees, giving three month's written notice to the Landlord.
- 1.10 In the event that payment of rent, in excess of one and a half months, is made in advance, the Agent will pay to the Landlord, rent as due, on the due date (on a full managed letting).
- 1.11 Lanes Rentals Ltd cannot be held responsible for works carried out on appliances without the correct warranty/service contract information being provided by the Landlord directly to Lanes Rentals Ltd or for not updating Lanes Rentals Ltd directly when taking out new, or extending existing, warranties/service contracts.
- 1.12 The Agent reserves the right to assign its rights and/or obligations under this agreement where appropriate.

2.0 LANDLORD AGREES TO

- 2.1 Comply with the Gas Safety (Installation and use) Regulations 1998 and provide the Agent with a copy of a valid Gas Safety Record undertaken by a qualified GAS SAFE (formally CORGI) engineer. If such record is not provided Lanes Rentals Ltd will instruct its own engineer to carry out the Gas Safety inspection & cert., at the Landlords expense.
- 2.2 Provide written instruction manuals for every electrical or gas appliance in the property including the boiler. If manuals are not provided there may be a cost to explain operation to a Tenant or provide duplicate manuals.
- 2.3 Comply with the Furniture & Furnishings (Fire) (Safety) Regulations 1988. If the furniture does not comply with current regulations the Landlord gives permission for the Agent to remove from the property and dispose of, prior to the commencement of the tenancy, at the expense of the Landlord, any items that do not comply.
- 2.4 Provide at least 1 smoke alarm per floor of the property.
- 2.5 Provide Lanes Rentals Ltd, for handover to Tenants, 2 keys to every lock in the property and a 3rd key for front access to be held by Lanes Rentals Ltd. If insufficient keys are provided, the Landlord agrees that the Agent may have the required set/s cut and at the Landlords expense.
- 2.6 Maintain adequate buildings and contents insurance policies for the property. The Landlord should be aware that if the documentation is not supplied, the Tenant does not have to comply with any conditions of the landlord's insurer and in particular any requirements if the property is left vacant for a period of time.



- 2.7 Authorise the Agent to arrange repairs/maintenance work up to the value of £100 without prior clearance, except in the event of an unforeseen emergency, where contact with the Landlord is not possible.
- 2.8 Authorise the Agent to hold a "float" of £100 per property, which will be shown on monthly rental statements, as appropriate.
- 2.9 Give notice to the Agent of his/her intention to repossess the property. This notice will be in writing and must be given in sufficient time for the correct termination notices to be served on the Tenant.
- 2.10 In the event of a Tenant purchasing the property from the Landlord a fee of 1% of an independent valuation will be payable to Lanes Rentals Ltd.
- 2.11 Have the property thoroughly cleaned prior to commencement of the tenancy. If this is not undertaken Lanes Rentals Ltd can instruct an independent contractor at the Landlords expense.
- 2.12 Not to revert to any alternative service offered by the Agent whilst the current Tenants are in occupation.

3.0 OVERSEAS LANDLORDS

- 3.1 Do you now, or do you intend to live abroad? Please tick as appropriate: YES NO
- 3.2 The Agent must provide an annual report to the Revenue, for all overseas Landlords; detailing rental income received and any tax retained & subsequently paid to the Revenue, for each Landlord.
- 3.3 The Landlord should apply to the Revenue for a Tax Exemption Certificate, which should be supplied to the Agent; thereby allowing the Agent to release rental monies to the landlord without the obligation of retaining tax.
- 3.4 Unless the Landlord applies to the Revenue, and the Agent is subsequently provided with an Exemption Certificate from the Revenue, the Agent is required to deduct and retain from rents (less allowable expenses), a tax reserve equivalent to the basic rate of income tax, of the rental income, which will be held in a client account. Monies due to the Revenue will be paid over on a quarterly basis. The Agent must supply to the Landlord, on an annual basis, a certificate showing all monies so paid to the Revenue. Providing this service, will incur a fixed charge – see charges
- 3.5 The Agent will liaise with the Landlord's tax advisors as and when requested, at an hourly rate - see charges.
- 3.6 The Landlord is required to notify the Agent in writing of any change to his/her residential status as set out in 3.1

4.0 TENANCY DEPOSITS (AS PRESCRIBED BY THE DISPUTE SERVICE)

- 4.1 The Agent is a member of the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 541, Amersham, Bucks, HP6 6ZR. T: 0845 226 7837 E: deposits@tds.gb.com F: 01494 431 123
- 4.2 If the Agent is instructed by the Landlord to hold the deposit, the Agent shall do so under the terms of the Tenancy Deposit Scheme (for fully managed). A fee will be charged for holding a deposit for Tenant Find.
- 4.3 The Agent holds the tenancy deposits as Stakeholder.
- 4.4 **AT THE COMMENCEMENT OF THE TENANCY...** If the Landlord decides to administer the deposit himself, the Agent will transfer to the Landlord, on receipt of proof of registration with a deposit scheme, that deposit, within 5 working days of receiving of same. The Landlord must then register it with that scheme, within a further 9 working days, if the tenancy is an Assured Shorthold Tenancy. If the Landlord fails to do so, the Tenant can take legal action against the Landlord in the County Court. The Court will make an order stating that the Landlord must pay the deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. **In addition a further order will be made requiring the Landlord to pay compensation to the Tenant of an amount equal to three times the deposit.** The Landlord will be unable to serve a Section 21 Notice on the Tenant until compliance with the above conditions and the Court will not grant the Landlord a possession order. We the Agent have no liability for any loss suffered if the Landlord fails to comply, once a deposit has been transferred.
- 4.5 **AT THE END OF THE TENANCY COVERED BY THE TENANCY DEPOSIT SCHEME...**
- 4.6 If there are no dilapidations the Agent will repay the whole balance of the deposit according to the Terms & Conditions of the Tenancy Agreement. Where it has been agreed, by Landlord and Tenant, that expenditure has been incurred as dilapidations, the Agent will deduct any such amounts, from the Tenant's deposit and repay the balance of the deposit according to the Terms & Conditions of the Tenancy Agreement. Payment of the deposit will be made within 10 working days of receiving written consent from both parties.
- 4.7 Following notification of there being dilapidations incurred; and if a resolution cannot be reached within 10 working days thereafter; and all reasonable attempts have been made during that time to resolve any differences of opinion between the Landlord and Tenant, then the dispute will be submitted to the Independent Case Examiner of The Dispute Service ("ICE") for adjudication. All parties agree to co-operate with any adjudication.
- 4.8 When the amount in dispute is over £5000 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 the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Services Ltd 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.

- 4.9 The statutory rights of either the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.
- 4.10 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the court. However, the 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 the ICE and they must accept the decision of the ICE as final and binding.
- 4.11 If there is a dispute The Agent must remit to The Dispute Service Ltd 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 the Landlord or the Tenant want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline the Agent.
- 4.12 The Agent must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

5.0 INCORRECT INFORMATION

- 5.1 The Landlord warrants that all 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 against the Agent, then the Landlord agrees to reimburse and compensate the Agent for all losses so incurred.

6.0 FEES & MONEY

- 6.1 The Landlord agrees to pay the appropriate fees, for the level of service engaged, as listed in the charges sheet attached to this agreement, and any subsequent revision of these, notified according to this agreement.
- 6.2 The Agent shall be entitled to retain any interest on any monies collected while held in their account, and any commission earned, while acting on behalf of the Landlord.
- 6.3 The Agent will give to HM Revenue & Customs such information as they require, regarding all Landlords and annual rental income, but will not be responsible for preparing or submitting a Tax Return for the Landlord or dealing with any taxation or accounting matters.
- 6.4 Where the Tenant is entitled to housing benefit contributions, the Landlord agrees to compensate and reimburse the Agent, any amount paid to the Landlord by the Agent, which is deemed by the Local Authority to be overpaid benefit.
- 6.5 Should legal action against a tenant prove necessary, and there is no Tenant Rent Guarantee Insurance in place, he may choose to engage the services of a solicitor. Alternatively, he may ask Lanes Rentals Ltd to process legal documentation on his behalf, in which case, all legal costs/court fees/etc., will need to be paid for, in advance, by the Landlord.
- 6.6 The Landlord agrees to pay any outstanding management fees from monies held, including deposit, before those monies are allocated towards dilapidations and/or outstanding rent.

7.0 ITEMS FOR WHICH LANES RENTALS LTD ARE NOT RESPONSIBLE

- 7.1 Re-directing the Landlords or Tenants mail to or from the property.
- 7.2 For the property when being marketed and it is untenanted (Please check your insurance policy/mortgage requirements for when the property is empty).
- 7.3 Overseeing any major repair work or refurbishment. (This can be provided for an additional charge).
- 7.4 Any substandard work done by a third party contractor not employed by Lanes Rentals Ltd.
- 7.5 Any loss suffered by the Landlord as the result of the actions of a third party.
- 7.6 Any losses suffered by the Landlord at Alternative Dispute Resolution or Court in relation to the Tenancy Deposit.
- 7.7 Failure of the Landlord to maintain proper buildings and contents insurance.
- 7.8 Failure of the Landlord to notify Lanes Rentals Ltd of key terms in any hard lease.
- 7.9 Failure of the Landlord to obtain permission to let the property from his mortgage company or other interested party.



7.10 Goods and chattels left in any attic, loft or cellar to which there is no permanent staircase.

7.11 Any bank charges incurred by the Landlord as a result of delayed payment made by the Tenant or by his Agency. The Landlord should maintain sufficient funds in his bank account to ensure that mortgage payments etc. can be satisfied in the event of the Tenant or Agent paying late.

CHARGES

VAT at the standard rate will be added to all charges.

Core Services	Tenant Find Only	Fully Managed
Set up/Administration fee (for new instruction only)	6 month contract = 50% of a months' rent (Minimum £400) + vat	£250
Re-let fee (same Tenant)	12 month contract = 100% of a months' rent incl vat	£50
Re-let fee (new Tenant)	Re-let fee (same Tenant) = 25% of a months' rent + vat	£125
	Longer terms by separate negotiation	
Ongoing Management Fee	n/a	12.5%
Inventory & schedule of condition	POA	Free
Rent Guarantee Insurance		
6/12 month tenancy	£60/£75 (per tenant &/or guarantor on tenancy)	
6/12 month tenancy renewal	£50/£65 (per tenant &/or guarantor on tenancy)	
Energy Performance Certificate		
10 year certificate	£75	
Additional Charges (across all services)		
Administering Tenancy Deposit Legislation claims	£50	
Attending Court Hearings	£50 per hour or part	
Hourly rate for miscellaneous additional services (e.g. for non routine property visits)	£50	
Handling Insurance claims	15% of the value of the claim (£100 minimum)	
Quarterly Tax Return (Overseas Landlord)	£50	
Administering Rent Guarantee Claim	£50 per claim	
Rent Review	£25	
Work Supervision & Arrangement Fees for non general maintenance	10% cost of repairs (£25 minimum)	
Arranging for property keys to be cut	£10 per key	



ADDITIONAL INFORMATION

Any future changes to Terms of Business i.e. new legislation, fee adjustments, will be notified in writing, avoiding the necessity to sign new Terms of Business.

INSTRUCTIONS TO PROCEED

I /we fully understand and agree to the Terms of Business specified in this agreement and instruct Lanes Rentals Ltd to undertake the service as detailed below.

SERVICE REQUIRED (PLEASE INITIAL)

If returning by email, please put an "X" against your chosen service package

Tenant Find only	
Fully Managed	

DEPOSIT ARRANGEMENTS

If returning by email, please put an "X" against chosen arrangement

I want Lanes Rentals Ltd to administer the deposit in accordance with tenancy deposit law – Included on Fully Managed Service. £100 charge on Tenant Find Service.	
I am a member of a tenancy deposit scheme. I want Lanes Rentals to pass the deposit to me (Tenant Find only). Proof MUST be provided by Landlord before commencement of tenancy.	
I do not wish a deposit to be taken (Tenant Find and Fully Managed services)	

SIGNED

If returning by email, please put an "X" in the signature box to confirm that you agree with Terms of Business

Landlord 1		Landlord 2	
Signed		Signed	
Dated		Dated	

THANK YOU FOR CHOOSING



TO LET YOUR PROPERTY