



**GOLDEN EAGLE**  
**INTERNATIONAL LIMITED**  
PROPERTY INVESTMENT AND DEVELOPMENT

Tel: +44 (0)20 7495 4422  
Fax: +44 (0)20 7495 1365  
10 Portman Street, London W1H 6DZ

TERMS OF LETTING FOR RESIDENTIAL PROPERTY

1. The Services

A. Standard Letting Service

In providing the above, the basic service, Golden Eagle will: -

- (a) Inspect the property and advise on rental you are likely to achieve.
- (b) Undertake a comprehensive marketing campaign.
- (c) Apply for necessary financial and/or personal references if requested. Please note Golden Eagle cannot approve references on behalf of a Landlord.
- (d) Prepare the Tenancy Agreement, unless otherwise instructed and supervise and co-ordinate the documentation until such time as the Agreement has been signed and exchange has been effected.
- (e) Arrange for an inventory to be checked at the commencement and termination of the tenancy.
- (f) Arrange for gas, electricity, water and telephone accounts to be taken out of the landlord's name at the commencement and termination of the tenancy. Golden Eagle cannot accept responsibility for inaccuracies or delays on the part of the utility companies concerned. The relevant Borough Council will be notified of the change of occupant for the Council Tax register.
- (g) Collect and hold the security deposit in a client deposit account against possible dilapidation. (No interest is payable to the Landlord.)
- (h) Arrange for the first installment of rent to be paid in advance and to account to the Landlord as soon as the funds have been cleared by our bankers.
- (i) Serve notice as appropriate or renegotiate new terms with the tenant at the end of the fixed term tenancy.

N.B. All the above services are optional and no reduction in our fees will be made if any or all of the services are not required. The above services will not include the performance of any management services.



## B. Standard Letting and Rent Demand Service

Golden Eagle will: -

(a) Provide services A above and

(b) Demand and endeavour to collect rent, prepare statements, on receipts of the rent pay the net amount to the Landlord.

## C. Management Service

Golden Eagle will: -

(a) Provide service as in A and B above;

(b) Pay current outgoings if requested by Landlord such as Water Rates, service charges, insurance premiums etc.

(c) If during the tenancy, running repairs become necessary, then entirely at our discretion we will arrange for these to be carried out provided sufficient funds are available in the client's designated reserve fund.

(d) If any major problems occur, we will arrange at the Landlord's expense, for a Surveyor to inspect and submit a report and thereafter, if authorised, to supervise any works considered necessary.

(e) Ensure prior to the commencement of the tenancy the property is fully fitted out, professionally cleaned and in a condition fit for letting. (Any expenses must be met by landlord, even if the tenancy is subsequently not granted). No remedial action for which the landlord is responsible will be taken without prior consent.

N.B. All commission is due at the commencement of the tenancy. Should the tenant terminate the agreement in line with the clauses of the tenancy agreement Golden Eagle will refund commission on a pro rata basis.

We are only responsible for the management of a property during the time it remains occupied by a Tenant we have introduced. Golden Eagle shall not be responsible for any property when empty.



## 2. SCALE OF CHARGES AND TERMS OF ENGAGEMENT

### A. Standard Letting Service

(a) If the letting is for a term more than 3 months, commission is 10% of the total rent of the term of the tenancy . This refers to all rentals exceeding three months.

(b) In the event that the original term is extended to either the same Tenant or any person or company or nominee connected with this Tenant, a further commission at the rate of 10% will be due. This fee is due for all subsequent extension/renewals of the tenancy, for any term, whether or not the extension/renewal was arranged by Golden Eagle, and shall be payable until the Tenants vacate the property.

### B. Management Service

(a) Golden Eagle will charge for full management a commission of 15% of the total rent for the Term of the tenancy.

N.B. All commission is due at the commencement of the tenancy.

### (b) Moving the Tenant to an Alternative Property

If you agree that your Tenant may move to another property owned by you or an associated person or company, then you will remain liable for your commission fee whether or not the Tenant enters into a new agreement with you - on the same basis as if the Tenant had remained in the original property.

## 3. ADDITIONAL CHARGES

A. If during, the course of the tenancy, it becomes necessary to instruct Solicitors on your behalf, then their cost would not be included in our fees.

B. You will be informed of any rent arrears or breaches of the tenancy brought to your attention. However, if legal action is required, you will be responsible for instructing your own solicitor and for all fees involved. Golden Eagle can provide the solicitor with any documentation required. The landlord will pay all legal costs and additional agent's administrative charges which may be incurred as a result of a tenant not paying the rent or vacating the property. Under these circumstances the balance of the deposit will be made available to the landlord if not already used by the agent in execution of legal proceedings or administrative costs.



#### 4. GENERAL

A. Unless otherwise agreed, the rent quoted by Golden Eagle to a tenant must be inclusive of all outgoing for which the landlord is responsible (i.e., ground rent, service charge etc.) with the exception of gas, electricity, water, and telephone for which the tenant will be directly responsible to the suppliers. The tenant is also liable for the council tax where applicable.

B. Banking arrangements are such that it is necessary for Golden Eagle to allow approximately five working days for rent cheques to be cleared before the money can be transferred. It can take another three working days for the money to clear into the Landlord's account.

C. The tenant will normally pay a deposit (one month rent is recommended depending on the particular services) against possible damages to the property. Such deposit will be held by Golden Eagle as Landlords Agents. The Landlord will not be entitled to any interest which accrues on this sum during the tenancy.

D. Acceptance of terms as set out in this Terms of Letting for residential Property forms a binding Agreement and this Agreement shall be interpreted only in accordance with English Law. If having instructed us to proceed with the marketing of your property by allowing us to introduce a prospective tenant to the property, you will be deemed to have accepted those terms regardless of whether or not you return any form of acceptance to us.

E. Unless Golden Eagle receives specific instructions to the contrary, details of the property will be given on a commission sharing basis to other agents. This involves no additional expense and increases the chances of letting the property.

F. Golden Eagle is not responsible for the property before the tenancy commences or between tenancies. No management arrangement shall exist in respect of the property until such time as the tenancy begins. The management arrangement shall cease when the tenancy ends. Golden Eagle cannot accept responsibility for the maintenance or repair or security of unoccupied property.

G. Golden Eagle strongly recommend that if there are lost or unaccounted keys to the property, that the locks be changed before the tenancy begins. Golden Eagle is not liable for such lost or unaccounted keys.

H. Under the tax laws, the Landlord is obliged to pay tax on all rental income. When we collect the rent on behalf of the Landlord, if the Landlord is non-resident or the Landlord Company is not registered in the UK for tax purposes, we will be obliged to retain funds as a provision for tax at source. In these instances we shall require an indemnity for HM Inspector of taxes before we may release these funds to yourself or your accountants otherwise we shall be obliged to forward these funds directly to HM Collector of Tax on your behalf. It is preferable that the Landlord appoints a firm of Chartered Accountants or Tax Consultants to deal with the tax liability so that they can make the appropriate arrangements with the Inland Revenue regarding the payment of tax. If the Tenant is to pay rent directly to the Landlords Bank, the Landlord must advise the Tenant if he is registered in the UK for tax purposes. If the Landlord is not registered in the UK for tax purposes, the Tenant will be entitled to deduct tax at the standard rate.



## 5. PROTECTION FROM EVICTION ACT 1977

Where a tenant refuses to leave a rented property a court order has to be obtained by the Landlord's solicitor to obtain possession of the property. The protection from Eviction Act 1977 states that an eviction from property occupied as a residence will be unlawful unless done under a court order. If a landlord does not obtain a court

order he will be at risk of both civil and criminal liability. Harassment e.g. cutting off services, changing locks, putting furniture in the street, is also a criminal offence.

## 6. LEGAL REQUIREMENTS

### A. Gas Safety Regulations

The Gas Safety (installation & Use) Regulations 1994 came into force on 31st October 1994. They arose because of the death of a number of people from carbon monoxide poisoning from faulty gas appliances. They require that gas appliances, pipework and fuels in a rented property are maintained safely, checked annually and safety certificates provided. The records must be available to the tenants prior to the commencement of the tenancy.

### B. Electrical Equipment Regulations

The electrical Equipment (Safety) Regulations 1994 came into force on 09th January 1995. Landlord must ensure that all electrical appliances are safe and will not cause danger. Inspectors can request confirmation that inspections have been made regularly, although no specific time scale is given nor is there any requirement for inspections to be made by members of certain bodies.



I/We, the undersigned landlord(s) hereby appoint Golden Eagle as agent on my/our behalf to Let / Manage. (Please circle where appropriate).

Property: .....

.....(Address)

Signed: .....

Dated: .....

This instruction is (please tick): -

Standard Letting Only Service (10%)

Management Service (15%)

Tax Status: I/We confirm that I/we am/are-

UK Resident            or            Non UK Resident            (Please circle where appropriate)

for tax purposes.

Please sign both copies of the Instruction Letter and the Terms of Letting for Residential Property and return one copy of each to Golden Eagle.

