

# Lettings Terms of Business

Thank you for instructing Golden Eagle International Ltd to Let/Manage your property. Below are our Terms of Business which you should read carefully before signing. Please confirm the details requested along with selecting any optional extras you may require.



**GOLDEN EAGLE  
INTERNATIONAL LTD.**  
PROPERTY CONSULTANTS

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<b>Name of Agent</b>	Golden Eagle International Ltd
<b>Co Registration Number</b>	2601888
<b>Registered Address</b>	69-71, High Street, Chatham, Kent ME4 4EE

<b>Landlord(s) Full Names</b> (all Landlords/Owners)	
<b>Landlord's Actual Home Address</b> (mandatory)	
<b>If owned by a Company, registered Address</b>	

<b>Full Address of Property to Let</b> (incl postcode)	
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## Schedule 1: Definitions and Interpretations

In this Agreement the following Definitions and Interpretations apply:

- Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- "Agent" "we" "GEI" or "us" means Golden Eagle International Ltd trading from the registered address as shown above.
- "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- "Landlord" "you" or "your" means the Landlord as described above and any other person owning a reversionary interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the tenancy and anyone who later owns the Property.
- "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- "Occupier" means a tenant or any other person or organisation entitled to occupy the Property under a Tenancy, Licence or any other form of Agreement or contract.
- "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Property whether or not it constitutes a Tenancy Agreement.
- "Property" means any part or parts of the building, its boundaries, fences, gardens and/or outbuildings belonging to the Landlord at the Property Address set out above. When the Property is a part of a larger building, the Property includes the use of common access ways and facilities.
- "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Property.
- "Term" or "Tenancy" means the fixed term of the Tenancy Agreement and any extension or continuation of the tenancy whether fixed term or periodic arising after the expiry of the original term.
- "Superior Landlord" means person/company/organisation to whom ownership of the Property reverts at the end of the lease.
- "Deposit" means the money held by the Agent in a stakeholder capacity during the tenancy in case the tenant fails to comply with the terms of the Tenancy Agreement.
- "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the tenancy with the written consent of both parties.
- "Tenancy Agreement" means the contract drawn up between the Landlord and Tenant specifying obligations of both parties.
- "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
- "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- "Agreement" means this Terms of Business signed between the Agent and the Landlord
- "Member" means the Agent who is a member of the Tenancy Deposit Scheme. Golden Eagle International is a member of TDS

### 1.1 Data Protection Act 1998

In order to comply with the Data Protection Act 1998 to prevent any unauthorised access to or use of personal data we have the responsibility to keep your information and that of any Tenant or Occupier confidential and will only use it if fees are not paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required do so by law; or to pass it to a government agency by law; when instructing solicitors; to change account details for utility suppliers and the council tax into or out of your name; or when a contractor's invoice has not been settled by you.

**1.2 Service Information**

We trade as a Limited company registered at Companies House (Reg. No 2601888)

- We are members of the National Association of Estate Agents and subscribe to the code of conduct of that organisation.

**1.3 Acts of Third Parties**

We will not be responsible for loss or damage that you suffer through the act, default or negligence of any third party which may arise other than through our negligence, omission or failure. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

**1.4 Termination**

Either party has the right to terminate this Agreement in writing:

- upon the Occupier’s vacation of the Property;
- if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach hasn’t been remedied and monetary compensation is wholly inadequate;
- if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
- either party carries out, or suggests that the other should carry out, any form of unlawful discrimination.

Either party may withdraw instructions for us to manage the Property upon giving three (03) months’ written notice, subject to a minimum instruction term of six (06) months. This means notice cannot be served by you within the first three months of instructing us. Our Management fees will remain payable for the notice period along with our fees for the Letting Service as specified in clause 3.1 of this Agreement. If we terminate this Agreement (for any reason) you will remain liable for our Commission at the Letting Percentage (as set out in clause 3.1) and for any fees/costs we may incur on your behalf in transferring our obligations to you or to someone you nominate.

**1.5 Assignment**

We reserve the right to assign our rights and or obligations under this Agreement upon giving you three (03) months’ written notice.

**1.6 Jurisdiction and Service of Notices**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.

Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.

The provisions for the **service of notices** are that if either party deliver by hand any Notices or documents which are necessary under the Agreement or any Act of Parliament, to the other party by 5pm or to the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered or recorded delivery post then the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or to the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified above and the address for service for us will be 69-71, High Street, Chatham, Kent ME4 4EE.

**1.7 Interest on Clients' Monies and Commission**

Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission or other income earned by us while acting on your behalf will be retained to cover costs. We reserve the right to offer services related to the letting of your property to prospective clients.

**1.8 Money Laundering - Proof of Identity & Residency**

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with a copy of the Passport of each registered Owner and one proof of residence/current address, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We cannot accept printouts of online bank statements or utility bills.

Proof of Identity	List for Proof of Residency
Passport	Council Tax Bill
	Utility Bill (no more than 3 months old)
	Mortgage Statement
	Bank Statement

**If the Property is owned by a Public Limited Company (plc)**, we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of any two of the following documents:

- Memorandum and Articles of Association
- A set of the latest accounts
- Certificate of Incorporation
- The most recent annual Companies House return.

In addition we will require proof of identity and residence of one of the directors of the Company.

# Schedule 2: Agent's Services & Obligations

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## 2.1 Letting Service

Our Letting Service has a minimum term of instruction of six (06) months. When we are instructed to let the Property, we will do the following:

- 2.1.1** Visit the Property (upon the initial let) to view it and provide an indication of the current market rent achievable.
- 2.1.2** We will **market** your Property at an agreed rent and at no separate expense to you, via the Internet, on our premises and via other media as we see fit in order to inform suitable applicants of the availability of your Property.
- 2.1.3** We will erect a **To-Let board** at the Property at no separate expense to you. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or another interested party, or because local bye-laws or conservation area restrictions prevent the erection of a Board.
- 2.1.4** As and when we have applicants interested in **viewing** your Property, we will either accompany them to the Property or arrange a mutually convenient appointment for them and us to meet you/the Occupier at the Property.
- 2.1.5** Negotiate between you and the applicant regarding any **offers** received and confirm the terms of the offer to you. You will be asked to confirm your acceptance of the offer, subject to references and subject to contract. *Note: there will be a requirement for a minimum term of a six month tenancy for this service.*
- 2.1.6** When an applicant shows an interest in your Property, we will provide them with a sample Occupancy Agreement and take up **references** upon each applicant (and Guarantor, if required), whenever possible. *(Refer to Clause 5.1 for details)*
- 2.1.7** Prepare an appropriate **Occupancy Agreement** (and Guarantor Agreement where required) setting out the rights and obligations of both parties including any special terms that have been agreed. *(Refer to Clause 5.10 for details)*
- 2.1.8** Collect a minimum of the **first month's rent** together with the **Deposit** from the prospective tenant (unless otherwise agreed with you) prior to the commencement of the tenancy.
- 2.1.9** Hold the **Deposit** paid by the tenant, as Stakeholder during the tenancy. *(Refer to Section 6 for full details)*
- 2.1.10** Arrange for a 'Gas Safe' registered engineer to check the **gas appliances** and installations at the Property and provide a Gas Safety Certificate ("GSC") if we have not received a copy of a current GSC from you five days before the tenancy commences. *(Refer to Section 7.3 for full details)*
- 2.1.11** We will endeavour to arrange for the tenant to pay **on-going rent payments** directly to us via Standing Order. *(Refer to Clauses 5.3 & 5.11 for full details)*
- 2.1.12** Contact you towards the end of the initial fixed term to find out if the tenancy should be **renewed** and to agree any renewal instructions. *(Refer to Clauses 5.12 for full details)*

### When instructing us on the Letting Service, these are the Landlord's obligations & responsibilities:

- Provide the tenant with an **Inventory and Schedule of Condition**, arrange to meet the tenant at the Property on the first day of the tenancy to agree the condition of the Property and obtain the tenant's signature on the Inventory;
- Provide each tenant with a full set of keys to the Property including any required access fobs & security/alarm codes;
- Notify the suppliers of electricity, gas, water and the local authority Council Tax Dept at the start and end of each tenancy and provide them with relevant meter readings.
- Arrange on-going repairs & maintenance, provide tenants with copies of instruction books, guarantees, warranties and any maintenance contracts at the start of tenancy.
- Arrange the annual renewal of the Gas Safety Record;
- Serve Notices to alter the terms of, or end the tenancy;
- Arrange a check out of the tenant at the end of the tenancy, check the Inventory and obtain final meter readings;
- Liaise with the outgoing tenant regarding deductions from the deposit and agree its distribution. We will not negotiate any retentions or deductions on your behalf nor assess the property for dilapidations.
- Obtain a forwarding address from the tenant at the end of the tenancy to give to the Water supplier to comply with the 'Flood and Water Management Act 2010' which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided.

## 2.2 Full Management Service

Our Full Management Service has a minimum term of instruction of six months. When instructed to **let and manage** the property, points 2.1.1 to 2.1.12 of our Letting Service will apply as well as points 2.2.1 to 2.2.11 below:

- 2.2.1** We will instruct an Inventory Clerk on your behalf at a separate cost to you to compile an **Inventory & Schedule of Condition** of the Property and arrange for him/her to meet the tenant at the Property on the first day of the tenancy to agree the condition of the Property, obtain the tenant's signature on the Inventory and obtain meter readings for gas, electricity & water (where appropriate). *(Refer to Clause 5.18 for full details)*
- 2.2.2** We will notify the suppliers of electricity, gas and water and the local Authority Council Tax Dept when a tenant occupies and vacates the Property to provide the relevant meter readings, where appropriate. *(See Clause 5.6 for full details)*
- 2.2.3** At the start of a new tenancy, we will provide each named tenant with one complete set of **keys** to the Property along with at least one of any required fob or parking permit. *(Subject to your obligations in Clause 4.5)*
- 2.2.4** We will deal with **day-to-day management matters**, including attending to routine enquiries from you and your tenant and minor repairs to the Property. *(Refer to Clauses 5.5 & 5.15 for full details)*
- 2.2.5** Where instructed to do so by you, we will **pay current outgoings on the Property** *(Refer to Clause 5.14 for full details)*
- 2.2.6** We will seek to **visit the Property** at least once in every 12 month period. *(Refer to Clause 5.16 for full details)*
- 2.2.7** Arrange the annual renewal of the **Gas Safety Certificate** and for a copy of the Certificate to be given to the Tenant within 28 days of the renewal. *(Refer to Section 7.3 for full details)*
- 2.2.8** Liaise with you and your tenant regarding renewing the tenancy as set out in para 2.1.12 above and serve the relevant notice upon the tenant to end the tenancy if requested.
- 2.2.9** Instruct an Inventory clerk (at a separate cost to the tenant) to arrange to meet the tenant at the Property on the last day of the tenancy to perform a **Check out**, provide a Check out Report and collect keys. *(See Clause 5.18 for full details)*
- 2.2.10** We will liaise between you and the tenant regarding the end of tenancy deposit refund. *(See Section 6 for full details)*

## 2.3 Full Management Service - Additional Services & Options

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The following services are available by separate arrangement and at separate cost:

### 2.3.1 Cleaning services

We are able to arrange for all, or part of, the Property to be cleaned to a professional standard by an independent contractor, on your behalf. *(Refer to Clause 4.8 for full details)*

### 2.3.2 Gardening Services

We are able to arrange for an independent contractor to provide you with the services of a gardener to maintain the gardens/grounds of the property. This will ensure your property is properly maintained at all times, eliminating any failure of the tenant's obligations under the Occupancy Agreement.

### 2.3.3 Buildings & Contents Insurance

Landlords must ensure they hold appropriate levels of Buildings & Contents Insurance at all times on the Property. We are able to provide you with details of a specialist insurer who will be able to assist you.

### 2.3.4 Short Term Managed Lets

It may sometimes be appropriate to let a property on a short term basis, where the tenant wishes to stay for a term of between a few weeks and five months. Short term lets are normally created as residential tenancies unless it can be reasonably established that the stay is for the purpose of a holiday and are only available by special arrangement with us. The rent paid by the tenant is typically higher than market norms as it is inclusive of Gas, Electricity, Water, TV Licence & Council Tax so it will be your responsibility to make the necessary arrangements for this. The property will need to be cleaned to a professional standard at the beginning and end of each let.

## Schedule 3: Agent's Fees and Commissions

The Landlord should read this Section carefully which clearly sets out our commissions, fees and other charges including any renewal, extension or continuation of the tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf.

Please note that our fee structure means that you may be required to continue paying us a fee for as long as any tenant that we find for you is occupying your Property even if you have no direct on-going relationship with us.

### 3.1 Commission for Letting Service

Our Letting commission is charged at **10%** of the gross rent, premium or other money payable as set out in the Occupation Agreement, throughout the initial fixed term, subject to a minimum fee equal to a six month term.

Our commission will become due in full and in advance at the agreed start date of the Occupation Agreement and we will take payment from monies paid to us by the Occupier of the Property until our commission and any other fees and disbursements have been paid.

You will become liable to pay us commission when any person, company or other organisation enters into a binding contract with you (or with your business partner or family member) for the occupation of the Property (or any other property owned by you) where they do so as a result of:

- a viewing conducted by us; or
- sight of any marketing or advertising material produced by us or by our instructions; or
- by way of an introduction from an existing occupier for which we have previously charged a commission; or
- through the work of yourself or any other agent where this occurs during our period of sole agency; or
- through the work of yourself where this occurs during our period of multiple agency.

You should note that this may involve you paying commission to two agents if you instruct another agent to find an occupier for your Property during the period that we are instructed on a sole agency basis. Our commission is payable whether or not you proceed with us as your Agent and irrespective of whether the tenant's occupancy of the property is continuous or not.

#### Fees for Letting Service:

In addition to the Letting commission, a separate Documentation charge of £265.00 will apply to cover the provision of the Tenancy Agreement/Licence/Guarantor Agreement and for service of a Section 21 Notice upon Assured Shorthold tenants.

### 3.2 Letting Service – Renewal Commission

After the initial fixed term we will charge Renewal Commission if the tenancy is renewed. *(Refer to Clause 3.4 below for more details)*

#### The Renewal Commission will be:

- 1<sup>st</sup> Renewal is chargeable at 10% of the gross rent, premium or other money payable throughout the initial fixed term.
- 2<sup>nd</sup> Renewal is chargeable at 8% of the gross rent, premium or other money payable throughout the initial fixed term.
- Any further renewals beyond this time will remain chargeable at 8%.

#### Fees for Letting Service Renewal:

In addition to the Letting commission, a separate Documentation charge of £175.00 will apply to cover the provision of the Tenancy Agreement/Licence/Guarantor Agreement and for service of a Section 21 Notice upon Assured Shorthold tenants.

### 3.3 Commission for Full Management Service

Our Full Management commission is charged at **15%** of the gross rent, premium or other money payable as confirmed in the Occupation Agreement. This commission is to be taken in equal amounts and in advance, from monies paid to us by the Occupiers at the intervals agreed in the Occupation Agreement throughout any fixed term and any continuation, extension or renewal of it, whether fixed Term or periodic.

No separate fees apply for documentation (Occupancy Agreements) or for service of Notices upon the tenant when we are instructed on a Full Management basis.

If our instructions to manage the Property are terminated, commission remains payable to us in accordance with clause 1.4 above at the Letting Service rate throughout the initial fixed term and any continuation, extension or renewal of it whether fixed term or periodic and whether or not we are instructed to act on your behalf.

#### Short Term Managed Lets (as defined in clause 2.3.5 above)

Due to the increased volume of administration required, when instructed to let and manage your Property on a Short Term basis, our Short Term Management commission is charged at **20%** of the gross rent, premium or other money payable as confirmed in the Occupation Agreement. This commission is to be taken in equal amounts from payments made by the Occupiers at the intervals agreed in the Occupation Agreement throughout any fixed term and any continuation, extension or renewal of it, fixed Term or periodic

### **3.4 Renewal Commissions**

Upon the expiry of the initial fixed term, should the original Occupier or any of their assignees, subtenants or successors in title continue to reside in the Property or in any other property owned by the landlord, we will charge a renewal commission if the tenancy is renewed, continued or extended on a fixed term or periodic basis. Renewal commissions will become due at the agreed start date of each renewal and will remain due and payable in relation to any extension, renewal or continuation of the Occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and whether or not we are instructed to act for the landlord. Where there is more than one original occupier, renewal commission will be due in full if any/all of them remain in occupation

#### **Renewal on Periodic basis**

Where there is no agreed fixed term for the renewal/extension, the commission is calculated as a percentage of the agreed gross rent, premium or other money payable as if the renewal/extension were to be for the same duration as the initial fixed term.

### **3.5 VAT**

GEI Ltd is not registered for VAT in the UK.

### **3.6 Unpaid invoices/fees/commissions**

Where any fees/commissions remain outstanding for more than seven days, we may deduct these sums from monies held by us that belong to you including monies on this and any other property belonging to you that we are instructed on.

### **3.7 Fee liability**

Should the Occupier/Tenant fail to make any agreed payments (including rent), our commissions, fees and disbursements will still be payable by you and we will invoice you accordingly.

### **3.8 Refunds of Commission**

Where you or the tenant exercise a legitimate Break Clause within the Occupancy Agreement to terminate the agreement before the end of the agreed term in accordance with the terms of the break clause, we will be due to credit back to you the commission element only of our charges for the shortfall period that have been deducted in advance. The amount credited back will be on a pro-rata basis and made within 14 days of the agreed end of tenancy date and will only be transferable to the charges applicable when GEI Ltd relet the property to new tenants for you. We will not be due to reimburse fees for documentation provided which has been charged for separately in advance. We will not make any refund of our commission or fees if the tenancy terminates before the originally agreed date for any other reason, whether this occurs due to an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Property is assigned to another party.

### **3.9 Sale of the Property**

If the Tenant purchases the Property from the Landlord, it is agreed that we will be entitled to a sales commission of 2.5% of the sale price achieved, this sum becoming due upon exchange of contracts and payable to us within 14 days of completion.

### **3.10 Withdrawal from an Agreed Offer**

If a formal offer has been made by a prospective tenant and you then inform us that you wish to withdraw from the proposed tenancy, it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed, the tenant could take legal action against you for any losses suffered. If a prospective tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

If you instruct us to proceed with a proposed tenancy and subsequently withdraw your instructions prior to its commencement, then by signing this Agreement you agree to meet some of the costs and the expenses we've incurred by paying us a minimum fee of £500.00.

# Schedule 4: Landlord's Undertakings

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## 4.1 Consent for Letting

By signing these Terms and Conditions you warrant to us that you are the owner(s) of the Property, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may incur due to you not having the right to enter into an Occupation Agreement.

Where ownership of the property is in **probate** prior to a tenancy commencing, we will require sight of a signed & witnessed Power of Attorney from the appointed beneficiary prior to accepting instructions to marketing the property.

Where the owner/Landlord **dies** during a tenancy, the tenancy will continue upon the same terms with the Landlord's obligations passing to the Landlord's successor.

Where the owner/Landlord is **unable to fulfil his/her obligations** under a tenancy agreement, we will require written instructions from the appointed party who holds Power of Attorney who is authorised to fully act for & on behalf of him/her.

Where the **Landlord is a Company**, we will seek written instructions from only one "authorised representative" of the Company. The Company should inform us in writing of this person's name, position within the Company and contact details.

## 4.2 Mortgage

If the Property is subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have obtained your mortgagee's consent to grant a tenancy. The mortgagee may want to see a copy of the Occupancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the tenancy or type of tenant you must provide them to us prior to the start of the tenancy to be included within the Occupancy Agreement. Conditions cannot be imposed upon a tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

## 4.3 Sub-letting

If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Property to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your tenant and for you and your tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the tenancy and upon renewal. You must ensure that the sub-tenancy is for a period expiring prior to the termination of your head lease. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

## 4.4 Insurance

It is essential that the Property and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the tenant or a visitor to the Property is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Property to attach to the Occupancy Agreement at its commencement, including any conditions for vacant Property. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the adequacy of any insurance cover on the property or for the renewal of your insurance cover. We will endeavour to notify you where we believe that damage suffered by your property would be covered by your insurance although we are unable to notify your insurers directly or complete any claims documentation on your behalf. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

## 4.5 Keys

At the start of each new tenancy, our requirement is to provide each named tenant with a full set of keys to the Property including any required access fobs or parking permit. Keys for other parts of the property which the tenant will be entitled to access must also be provided along with the relevant security codes. You are responsible for ensuring sufficient keys are supplied to us in time for the tenancy start and for the costs of providing any extra keys/fobs needed to meet this requirement. However, we reserve the right to have extra keys & fobs supplied at your expense to comply with this requirement. We cannot carry out our management duties without this requirement. It may be necessary for you to provide us with written authorisation to obtain extra keys or fobs. Keys held by us will be kept in a secure system on our premises and may be released at our discretion to approved contractors, sub-agents and the tenant or tenant's spouse, if requested. In the event of these keys being lost or unaccounted for by us, we will only be liable for the cost of replacing the keys, not for the cost of changing of locks.

**Concierge:** We reserve the right to supply keys to the property to the resident Concierge of the property/building for him/her to release to authorised parties, subject to our prior authorisation.

## 4.6 Appliances & Instruction manuals

You must provide us with the relevant instruction manuals for any appliances within the property that belong to you that are provided for the tenant to use, along with any specific operating instructions that may apply.

#### 4.7 Taxation

You will be liable for tax on income arising from letting the Property and you must inform Her Majesty's Revenue & Customs ("HMRC") that you are letting the Property. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You must also keep all your invoices for six years for tax purposes. You should be aware that we are obliged to forward a form to the HMRC annually detailing all landlords who's Property we have let along with details of the rental income they have received, regardless of the country of residence of that landlord.

**Landlords living outside of the UK:** The HMRC has special rules regarding the collection of tax on rental income if you are a landlord of a property in the UK who is resident overseas (outside of the UK) for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your income due to you not providing us with an Approval Number or you are not accepted into the Non Resident Landlord Scheme, we shall make a charge of £75.00 per quarter to administer the tax retention and completion of the documentation required.

**If your Tenant pays rent directly to you,** you are 'non-resident' (as defined above) and your tenant has not received approval from HMRC to pay the rent to you gross, the tenant must deduct tax and forward it to HMRC on your behalf. You remain responsible for advising your tenant of this obligation. No person or organisation is exempt from this scheme.

#### 4.8 Pre tenancy cleaning of Property

We require you to have the whole property and all of its furnishings, appliances & flooring cleaned to a professional standard by an external cleaning contractor before the initial tenancy commences. This ensures that tenants have no grounds for disputing the cleanliness of the Property at the start of the tenancy plus it also allows us to insist that tenants have the property cleaned to the same standard at the end of each tenancy and a clause will be added into the Tenancy Agreement to this effect. This also helps ensure that your property is returned in good order and reduces the risk of disputes when refunding the tenant's deposit. We will not instruct contractors to carry out any works on your behalf unless we hold sufficient funds. Costs will depend on the size of the property and its furnishing levels. An estimate can be provided upon request.

#### 4.9 Voids/vacant periods

We are not responsible in any way for any property between tenancies that is not let nor will we be responsible for any loss or damage to any part of the property during these times. You should make arrangements to ensure that the property is secured during these periods and that the water supply is turned off. You should inform the Insurers of the property that it is empty and comply with any terms thereof.

#### 4.10 Forwarding Mail and Residency

It is not part of our normal function to forward a Client's mail. Therefore no responsibility can be taken for mail sent to you at the Property. We recommend that you arrange for it to be redirected by the Post Office. You must notify us immediately of any change in your residency and ensure we hold current contact details for you at all times.

#### 4.11 Incorrect Information

You warrant that all the information you have provided to us is correct to the best of your knowledge and belief. If you provide incorrect information to us, which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.

#### 4.12 Housing Act 2004

Due to this Act certain types of Property may require a licence before they can be let. These properties are primarily **Houses of Multiple Occupation ("HMOs")** occupied by two or more people who are not related but, in certain areas, licences can be required for non-HMO property. It remains your responsibility at all times to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Property. If we become aware that the Property is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Property and the Local Housing Authority of the situation.

#### 4.13 Housing Health and Safety Rating System

Also as part of the Housing Act 2004 private dwellings must comply with the **Housing Health and Safety Rating System ("HHSRS")**, which is a means of measuring hazards and risk of injury at a Property. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Property complies is entirely yours. If we accept an instruction to let the Property and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

#### 4.14 Reimbursement of the Agent

You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on us under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring us to carry out any work, repairs or maintenance of the Property, then you will reimburse us promptly on demand for all costs expenses and fees incurred.



# Schedule 5: General Terms

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## 5.1 Referencing of prospective tenants

Where appropriate, we will use a reference agency who has informed us that they will obtain a reference report (where possible) checking the financial standing of the applicant (and Guarantor if applicable), including income, credit rating and information from the previous landlord, if applicable. A summary of the references will be forwarded to you for approval. You will be asked to confirm that the references are acceptable to you before we proceed with the proposed tenancy. When we do proceed, we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the applicant or Guarantor as suitable and we will accept no responsibility for losses or liabilities caused by a tenant or a Guarantor or a Referee of either, supplying false information. Where the applicant is a **company**, we will seek to establish the company's status via the Companies House website and instruct the reference agency to make the appropriate checks.

## 5.2 Holding Deposit

Upon receipt of a complete application from a prospective tenant to rent your property, we will ask the prospective tenant to pay a sum of money to us (or to one of our appointed sub-agents) in order to 'reserve' the property, subject to references & contract. This is not money being taken as security for the tenant's compliance with terms of a tenancy and therefore is not covered by TDP legislation but is to cover the costs of our administration, reference checks and drawing up the tenancy so that you do not have to bear the cost of these if the tenant subsequently retracts their offer. In this event, we do not allow for you to be paid any sums from the monies held to compensate you for 'taking the property off the market' as this is normally seen to be part of the business risk of being a landlord.

## 5.3 Rent payments, Rent Arrears or Breach of Covenant

We cannot be held responsible if a Tenant or Guarantor fails to pay any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. If we do not manage the tenancy, it will be your responsibility to recover any unpaid rent or other sums due from the Occupier or Guarantor. When we are managing the tenancy, we will individually review any defaults and take the most appropriate action in your name to recover the unpaid monies from the Occupier (or Guarantor if appropriate) by contacting the tenant and serving the appropriate letters requesting payment. If this does not have the desired effect, you must instruct solicitors to take further action. You will be responsible for any costs and expenses incurred. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Property. All costs and disbursements incurred including legal costs and disbursements will be payable by you. You agree to compensate us within 14 days of a statement of account from us for payment of all claims, costs and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier or Guarantor.

If the tenant leaves the Property of their own accord prior to the expiration of the tenancy, it will be your responsibility to take the appropriate action to recover any outstanding rent from the former tenant or Guarantor.

## 5.4 Indemnity

If you ask us to do anything which we consider may involve a higher risk to us or you or which is outside our normal procedure we may ask you for a written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us, we reserve the right to refuse your instructions and to terminate this agreement.

## 5.5 Sub-Contractors

Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses (unless it is proven that the Tenant is to be responsible for the costs) and that they, not we, owe you a liability for the quality of their work. Where possible, we will endeavour to instruct your preferred contractors (subject to them providing us with proof of appropriate qualifications and insurance protections) but cannot guarantee to always do so, particularly in an emergency. We will ensure that any contractor instructed by us on your behalf will be appropriately qualified and insured to carry out the work instructed. We cannot accept responsibility for any loss or damage caused by the neglect or default of any contractor, regardless of who instructed them. It is agreed that we may take payment for these costs from rent or from any other monies held by us that is due to you.

## 5.6 Utility Suppliers

Only where we manage the Property, we will notify the electricity, gas, water and the local authority Council Tax Dept when a tenant occupies and vacates the Property, provided you have supplied us with the contact details of your Utility Suppliers including the account numbers, and ask them to send a credit agreement and supply contract to the tenant. You will need to pay any outstanding utility charges up to and including the date upon which the tenant occupies the Property and for any void period between tenancies. We will need to provide the Utility suppliers with your new address and the meter readings at the commencement of the tenancy to ensure that there are no discrepancies with the changeover. Some suppliers will not take instructions from us as a third-party, in which case you must contact them direct to take the accounts out of your name. We will endeavour to obtain a forwarding address for the vacating tenant to give to the Water supplier to comply with 'The Flood and Water Management Act 2010' which makes the Landlord (not the Agent) liable for payment of the final water account if either no forwarding address for the occupier is provided or the tenant or gives an address that is not deemed acceptable by the Water Supplier.

## 5.7 Sub Agency

We may pass details of your Property on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Property promptly. This will not affect the status of this Agreement with us in any way and any negotiations will be conducted through us.

### **5.8 Court Attendance & required documentation**

We are not qualified to provide legal advice and cannot instigate any legal proceedings on your behalf nor represent you in any Court proceedings, hearings or legal action but if we have to attend Court, any tribunal or Rent Assessment Committee on your behalf as a witness and/or to supply supporting information, we reserve the right to charge for our time at the maximum rate of £100.00 per attendance. We reserve the right to charge for the preparation of documentation required for County Court proceedings or TDS adjudication at the maximum rate of £50.00 per hour, plus our reasonable costs and expenses.

### **5.9 Service of Notices upon the Tenant**

We do not serve notices on the tenant unless you instruct us to do so in writing. When **ending the tenancy**, you must provide us with at least ten (10) weeks written notice if you want us to serve Notice upon the tenant to end the tenancy, either at the end of the fixed term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice. We will not issue any application for Court hearings nor serve a Section 8 Notice on your behalf. When issuing notice on the tenant to fundamentally alter the terms of the tenancy, we will require your instructions to do so in writing

### **5.10 Tenancy Documentation**

We will sign the Occupancy Agreement on your behalf. We will date it once the tenant has signed it in order to complete the contract. We will retain the original Agreement and send a copy to both parties following the start of the Agreement.

If you wish to supply any tenancy documentation for us to use, please supply us with a draft within a reasonable time before the tenancy is due to commence. We will accept no responsibility for liabilities arising from any documentation that is not supplied by us.

### **5.11 Ongoing Rent Payments**

We will process rent payments received and transfer rent monies to your nominated account as soon as is administratively possible, less our agreed fees and expenses. We cannot be held responsible for delays caused by the UK banking system nor for any costs associated with any delay in payments being received. You should set up a facility with your bank to ensure payment of all regular out-goings for the property to take account of alterations to the payment dates, void periods or failure by the tenant to pay any sums due. It may sometimes be necessary for us to request the tenant to pay **rent in advance** for a fixed term tenancy, on your behalf. In this instance, we will forward it to you in full, less our agreed commissions as set out above, unless otherwise discussed and agreed.

### **5.12 Renewal of tenancy**

You must confirm to us in writing if you wish the tenancy to be renewed, continue as a periodic tenancy or terminated. We will write to the tenant once written confirmation has been received from you requesting the tenancy to be renewed or extended as a periodic tenancy asking if they wish to renew the tenancy and advising of any proposed Rent increase if a new fixed term is agreed. We will then negotiate between the two parties if requested. Negotiations may be conducted via electronic mail or telephone. No further referencing of any existing tenants will be carried out unless requested in writing. We will prepare the renewal documentation for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original tenancy. We will also arrange to renew the Tenancy Deposit registration where applicable, subject to a fee of £30.00 for renewing the Tenancy Deposit Scheme registration, chargeable for each tenancy renewal. The extension documents will be sent to both parties for approval and we will endeavour to ensure the tenant(s) sign the documents by the start date of the new period of the tenancy. However if the tenant fails to return the extension documents the tenancy will continue as a periodic tenancy until either party gives notice in writing. While we will make every effort to obtain the signed extension documents we have no liability if the tenant fails to return them. We will date the signed documents once we have received them to complete the contract, retain the originals and send copies of the completed documents to the tenant(s). If you prefer to negotiate any renewal personally, our fees for the Letting Service will continue to be payable for the duration of the time the tenant occupies the Property. Our commission will be payable whether the tenancy continues as a fixed term or a periodic tenancy whether or not we are instructed to act on your behalf.

### **5.13 Rent Increases**

We will review the rent and advise you if we feel a rent increase is possible or desirable depending upon current market conditions. If the Tenant has an Assured Shorthold Tenancy and it continues on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the rent can only be lawfully increased on an annual basis if the tenant is served with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the tenant that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. This could result in a hearing. If the Tenant makes a counter proposal we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, you must arrange for solicitors to act on your behalf and you must pay their charges.

### **5.14 Outgoings on the Property**

When we manage the Property and where instructed to do so by you and only where we hold sufficient funds on your behalf, we will **pay current outgoings on the Property** such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and we will account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is your responsibility to ensure that invoices and demands are sent direct to us.

### 5.15 Management of the Property

We will instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £1000.00 (one thousand pounds) except in an emergency which risks significant damage to Property or to the life of an individual where the amount is unlimited. We will retain from the first payments of rent made by the tenant after all our commission, fees, costs and expenses have been paid the sum of £1000.00 (one thousand pounds) which will be held to create a **Repair Fund/Float**. We will then retain enough money from each subsequent payment, with such monies again being added to the Repair Fund, to ensure it is maintained at the same level throughout the tenancy. We will not pay you any interest on any Repair Fund that we hold.

We will not arrange for works, repairs, maintenance or other work on your behalf which exceed £1000.00 to be carried out nor works prior to a letting (whether requested by you or the intended tenant) unless you forward to us sufficient funds to cover the cost and you request us to do the work in writing.

For works likely to cost more than £3,000.00, an estimate will be obtained and submitted to you for approval, wherever practical, except in the case of an emergency or to ensure you to comply with statute.

Where the property has **warranties** in place from the developer/builder/NHBC, you must make us aware of this and provide us with full details of the warranty and provider. In the event of a repair being required under the terms of a warranty, our role will be limited to only arranging access to the property, subject to agreement with the tenant. We are not able to provide advice or opinions on works required and will not directly instruct any works to be carried out on any part of a property or its appliances, fixtures or fittings which maybe the subject of a warranty.

We are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract. We will endeavour to use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by you, we will not be liable for any loss suffered. We will try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work on your behalf. Where this is not possible we may be able to arrange to meet the contractor at the Property. In this event, we will charge you **waiting time** at the Property. We reserve the right to charge you for waiting time at £25.00 per hour, in addition to the contractor's invoice. We don't meet contractors if we don't manage the Property.

### 5.16 Periodic Inspections

We will seek to **visit the Property** at least once in every 12 month period in order to verify the general good order of the Property and the apparent proper conduct of the tenancy by the tenant. These visits are of a limited nature and will not constitute a complete check of every part of, or every item in, the Property but is to enable us to note any lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects. Visits are subject to the tenant granting us access. If the tenant refuses access we will inform you, but you must take legal advice and advise us of the appropriate action.

In addition to the service defined in clause 2.2.6 above, we are able to offer to carry out further visits the Property to verify its condition. These additional visits are also subject to the tenant granting access and are subject to a separate charge to you of £75.00 per visit. Please note, we would not endorse visiting the Property more than once every three months.

### 5.17 Availability of the property

If the property becomes unavailable at any time for whatever reason (including if you accept an offer on the property from another source), you must inform us immediately and provide us with instructions as to whether the property is to be withdrawn from the market or not. Should you agree a tenancy privately or via another Agent, you agree to disclose the identity of the tenant to us prior to the tenancy commencing.

### 5.18 Inventory Compilation, Inventory Updates, Check In and Check Out

We will instruct an independent Inventory clerk on your behalf (we do not employ Inventory clerks) at a separate cost to you to prepare an Inventory and Schedule of Condition of the Property at the start of the first tenancy arranged by us. The Clerk will also arrange to meet the tenant at the Property on the first day of the tenancy to perform a **Check In**. The cost of the preparation of the Inventory and the cost of the Check in procedure is borne by the Landlord and will depend on the size and style of the Property. The Inventory Clerk will also update the Inventory between tenancies to reflect any changes to the Property.

We will instruct an independent Inventory clerk to arrange to meet the tenant at the Property on the last day of the tenancy (at the tenants expense) to perform a **Check out** and compile a **Check Out Report** to determine whether or not there is any damage, or compensation or breach of the tenancy, or cleaning needed taking into account the check-in report of the Inventory and Schedule of Condition. A copy of the check-out report will be sent to you and the tenant for comment. Estimates of costs will be given upon request and will depend on the size and style of the property.

### 5.19 Complaints Procedure

Should you experience problems with any of our services which you are unable to resolve with the staff member involved or with the branch/departmental Manager, you should, in the first instance, write to the Director for the area/department concerned. This complaint will be acknowledged within 03 working days of receipt and an investigation undertaken. A formal written outcome of the investigation will be sent to you within 15 working days. If you remain dissatisfied, you should write to the owners of Golden Eagle International Ltd. The same time limits will apply. Following the Owner's investigation, a written statement expressing their final view will be sent to you and will include any offer made. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within six months for a review. For the avoidance of doubt, TPO will only review complaints made by consumers.

# Schedule 6: Tenancy Deposits

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## General Terms

Unless otherwise agreed, we will collect the Deposit (which is usually an amount equivalent to six weeks' rent but may vary), from the tenant at the commencement of the tenancy and hold the Deposit in a Stakeholder capacity, regardless of the Service used by the landlord. We will hold the deposit against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the tenant. As Stakeholder we will be unable to release the Deposit or any part of it to you or the tenant without the other party's written consent. We will hold the Deposit in an interest bearing client account and any accrued interest will be used to cover any bank and administration costs incurred by ourselves.

Only where the tenancy is an **Assured Shorthold** tenancy, we will **register** the details of the Deposit and of the two parties to the Tenancy Agreement with the 'Tenancy Deposit Scheme' (see below for details) within thirty (30) days of the tenancy starting or of the Deposit being taken, whichever is the earlier. We will charge you an administration fee of £30.00 each time we register a deposit with the Tenancy Deposit Scheme and each time we renew a deposit registration, chargeable in advance. We will also serve upon the tenant the required prescribed information. Where we take over an existing tenancy from you or from another Agent, we will require full details of the existing registration and we accept no responsibility for any existing registration issues.

After the tenancy ends you are entitled, with the written consent of the tenant, to ask us to deduct monies from the Deposit to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, or unpaid rent and pay the balance if any to the tenant. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the tenant to pay the additional sums within fourteen days of the tenant receiving that demand in writing. If we do not manage your Property we will not negotiate with the tenant on your behalf at the end of the tenancy if you and the tenant do not agree deductions.

In some circumstances (e.g. where the tenant is a larger company or a Government Dept.), it may be that the tenant pays no deposit. Instead the tenant will provide a **Letter of Indemnity** confirming that any breaches, damages, cleaning or repairs required due to the actions of the occupier(s) will be paid by the tenant upon demand. We will advise you of this scenario in advance and seek your consent.

## 6.1 Assured Shorthold Tenancies: Tenancy Deposit Scheme

To comply with Tenancy Deposit Protection legislation, the Agent is a member of the Tenancy Deposit Scheme, which is administered by

**Tenancy Deposit Scheme**  
PO Box 1255  
Hemel Hempstead  
Herts HP1 9GN

phone: 0845 226 7837

email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

web: [www.tds.gb.com](http://www.tds.gb.com)

fax: 01442 253193

If we are instructed by you to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.

### At the end of the tenancy covered by the Tenancy Deposit Scheme

If there is no dispute we 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.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having 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 be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication. The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

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, this process may take longer and may incur further costs. Because it is a condition of the Tenancy Agreement signed by both parties, judges may refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we 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 you or we 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 us. We 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.

**Dealing with disputes from non-ASTs:** The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute.
- Landlord, tenant and agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £500 plus VAT, or 10% of the Deposit plus VAT, whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

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.

## 6.2 Assured Shorthold Tenancies: Landlord holding the Deposit

If you decide to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by mydeposits formerly known as Tenancy Deposit Solutions Limited you must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released.

If the Deposit is to be sent to the custodial scheme known as the Deposit Protection Service (DPS) we/the Agent will forward the Deposit to the DPS and register the details of the Tenancy on your behalf.

## 6.3 Non Housing Act tenancies

We will collect the Deposit together with the initial Rent payment from the tenant at the commencement of the tenancy and regardless of the service used by the Landlord hold the Deposit in a Stakeholder capacity. As Stakeholder we will be unable to release the Deposit or any part of it to you or the tenant without the other party's written consent. The Deposit or any balance payable will be paid to the tenant or Landlord as appropriate at the end of the tenancy. The Deposit will also be held in an interest bearing client account and any accrued interest will be used to cover any bank and administration costs incurred by ourselves.

After the tenancy ends you are entitled with the written consent of the tenant to ask us to deduct from the Deposit money to compensate for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, other costs or unpaid Rent and pay the balance if any to the tenant.

If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

# Schedule 7: Safety Legislation

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## 7.1 The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

It is a criminal offence to let Property with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be match resistant, cigarette resistant and carry a permanent label.

## 7.2 Electrical Equipment (Safety) Regulations 1994

You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Property comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. We reserve the right to arrange for a safety check under these Regulations on your behalf, where deemed necessary.

## 7.3 Gas Safety (Installation and Use) Regulations 1998

It is a criminal offence to let Property with gas appliances, installations and pipe-work that have not been checked by a qualified 'Gas Safe' registered engineer. We must give your tenant documentary proof in the form of a Gas Safety Certificate (GSC) of your compliance with these Regulations at the start of the tenancy and within twenty-eight days of the GSC being renewed. No tenancy can commence until we are in receipt of a valid GSC. You will need to provide us with a copy of a GSC that was carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement, you give us authority to arrange for a gas safety check to be carried out on your behalf and at your own expense. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Property we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we are not managing the Property it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the GSC being given to the tenant annually. We have no liability if the Landlord fails to comply with the Regulations. If using your own contractor we will need sight of their 'Gas Safe' registration. 'Gas Safe' now recommends a carbon monoxide detector is installed in all properties.

## 7.4 Part "P" Building Regulations (Electrical Safety in Dwellings)

From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work. To ensure compliance with the Regulations, we will only instruct a 'competent person' to carry out any electrical work at the Property when managing it. If you wish to use your own contractor we will need written proof that s/he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing.

## 7.5 Smoke Alarms and Carbon Monoxide Alarms

**Smoke Alarms:** Under current legislation, being the Building Regulations 1991, it is the law that all newly built Property from June 1992 must have mains-fitted smoke alarms with battery back-up. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted, you must ensure that the alarms are in working order at the start of a tenancy.

**Carbon Monoxide alarms:** It is not the law that carbon monoxide alarms are fitted to Property. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord.

## 7.6 Energy Performance Certificate ("EPC")

All properties being marketed for letting must have an EPC. The Property cannot be marketed without one. A copy must be given to the tenant with written details of the Property or prior to the first viewing. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Office. You must provide us with an EPC when first giving us instructions or we can arrange an EPC on your behalf and at your expense.

## Schedule 8: Declarations

Please initial each box

- By signing this Agreement you give us the authority to deduct our Commission, fees, expenses and other costs from any monies belonging to you, or from any deductions from the Deposit due to you as agreed by the tenant, for any property owned by the Landlord where we are, or were, acting on the Landlords behalf.
- By signing this Agreement you give us the authority to sign the Tenancy/Occupancy Agreement on your behalf
- By signing this Agreement you agree to abide by the regulations of the TDS of which we are a member
- By signing this Agreement you agree that we can instruct contractors on your behalf and deduct the cost of repairs/maintenance from the rent or the Repair Fund mentioned above. You remain ultimately liable for the payment of all invoices to contractors.
- By signing this Agreement you agree that the occupier/tenant may arrange for the installation, connection and supply of telephone, broadband, cable/satellite TV facilities at the property, in his/her own name and at his/her own expense.
- By signing this Agreement you authorise us to remove any soft furnishings that do not have a fire label attached.
- By signing these Terms and Conditions you warrant to us that you are the owner(s) of the Property, or otherwise lawfully entitled to enter into an Occupation Agreement.
- By signing this Agreement you confirm that you have obtained your mortgagee's consent to grant a tenancy

## Schedule 9: Verifications

Please tick one box for each

### Proof of Identity & Residency/Ownership

In accordance with Clause 1.8 above, please confirm which items you are providing:

- |  |  |                          |
|--|--|--------------------------|
| <b>Proof of ID</b>   | Copy of your Passport                    | <input type="checkbox"/> |
| <b>Proof of Residency/Ownership of the Property</b> - Council Tax Bill | Utility Bill (no more than 3 months old) | <input type="checkbox"/> |
|  | Mortgage Statement                       | <input type="checkbox"/> |
|  | Bank Statement                           | <input type="checkbox"/> |
|  |  | <input type="checkbox"/> |

## Schedule 10: Marketing Agency

Please complete the number of weeks and tick ONE box:

**Sole Agency – to include FREE Floorplans, professional standard photographs & 360deg tour**

By appointing us, you agree that we shall have sole agency to market the Property for a period of  weeks from the date you sign this Agreement. During the period of this Sole Agency, you agree not to instruct any other agent to advertise or let the property nor advertise the property yourself via any other source. Should the property be let during our sole agency period, all commissions and fees for the tenancy will be payable to us in accordance with Section 3 of this Agreement irrespective of the introducer of the Tenant. You agree to make the Property fully available to us at all times during this sole agency by supplying all keys, security codes and consents for access that may be needed. The sole agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate the sole agency it will continue until we receive your written instructions. The Landlord hereby confirms that no introduction of a Tenant to the property has already been made at the date of signing this agreement.

**OR**

**Multiple Agency**

By appointing us, you agree that we shall act on a multi-agency basis to market the Property for a period of  weeks. This multiple agency can be terminated at the end of the fixed period by giving us two weeks written notice. If you do not terminate it, the agency will continue until we receive your written instructions.

# Signatures

I/We accept the above Terms and Conditions including Schedules 1 to 10 inclusive, as above, and I/we instruct 'Golden Eagle International Ltd' to act on my/our behalf.

## For use where the landlord is an individual or group of individuals:

Landlord 1 Signature	Full Name <i>(please include all middle names)</i>	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>
Landlord 2 Signature	Full Name <i>(please include all middle names)</i>	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>
Landlord 3 Signature	Full Name <i>(please include all middle names)</i>	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>

## For use where the landlord is a Company:

Signed	Name & Position within the Company	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>
Co. Registration Number	Name of the Company	<b>Ltd/plc</b>
<input type="text"/>	<input type="text"/>	

## Witnessed by

Signed	Full Name <i>(please include all middle names)</i>	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>
Occupation	<input type="text"/>	

## Signed by the Agent

Signed	Name & Position within the Company	Dated
<input type="text"/>	<input type="text"/>	<input type="text"/>

## Copyright

This Document, including all its attachments and these guidance notes is the copyright of PainSmith Solicitors. You may not remove the copyright notice at the bottom of each page. If you make your own additions and alterations to this Document you will own the copyright on those additions and alterations but we will retain the copyright over the original parts of the Document. If you make additions or alterations you may add your own copyright notice in addition to ours.

# Appendix 1: Notice of the Right to Cancel

If this agreement is signed in your own home or place of work in the presence of a representative of the agency with whom you are making the contract and you are a “consumer” then you have a right to cancel the contract within seven days of signing under the ‘Cancellation of Contracts Made in a Consumer’s Home or Place of Work Regs 2008’.

A “consumer” is defined as “a natural being and the matter to which this contract refers is not their trade or business”. These Regulations are therefore unlikely to apply to an investor landlord.

This right to cancel means that if you are a consumer, we will not commence marketing the Property until the end of the cancellation period nor incur costs on your behalf during that time.

You have two choices: Either sign the first clause shown below instructing us to commence marketing on your behalf and waiving your rights **OR** retain the bottom part of this Notice in case you wish to cancel within the next seven days.

The name of the trader is: **Golden Eagle International Ltd**

Our reference number is: **Insert the address of the property here**

## Option 1

I/We **DO** wish the performance of this contract to commence before the expiration of the cancellation period under the ‘Cancellation of Contracts Made In a Consumer’s Home or Place or Work Regs (2008)’. I/We understand that if we wish performance to occur before the end of the cancellation period then I/we will be liable for reasonable fees & costs incurred during the cancellation period in the event that I/we subsequently cancel the contract

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Option 2

I/We **DO NOT** wish the performance of this contract to commence before the expiration of the cancellation period under the ‘Cancellation of Contracts Made In a Consumer’s Home or Place or Work Regs (2008)’.

If you do not want performance of the contract prior to the finish of the cancellation period you have a right to cancel this contract by delivering or sending (including by electronic mail) a notification of cancellation to the person named below within 7 days of receiving this notice.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Your cancellation notice should be sent to:

Name: **Golden Eagle International Ltd, 10 Portman Street, London W1H 6DZ**

Email: [info@golden-eagle.co.uk](mailto:info@golden-eagle.co.uk)

The notice of cancellation is deemed to have been served as soon as it is posted or emailed. You may use the cancellation form below if you so wish. By signing this agreement you accept that we are entitled to recoup any costs incurred during the seven days from the service of this notice upon you if you do cancel the contract.

## Cancellation Notice

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

To: **Golden Eagle International Ltd, 10 Portman Street, London W1H 6DZ**

Email: [info@golden-eagle.co.uk](mailto:info@golden-eagle.co.uk)

I/We (*delete as appropriate*) give hereby notice that I/we (*delete as appropriate*) wish to cancel my/our (*delete as appropriate*) contract for the letting of Property Address \_\_\_\_\_

Name and address: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Do not sign this Agreement in the two places indicated above unless you agree to the terms above.**