



Lettings - Sedgley Park 29 Bury New Road, Prestwich, M25 9JY
0161 798 6633 lettings@herwald.co.uk www.herwald.co.uk

Terms of Appointment

Longden & Cook Real Estate Limited
trading as
Herwald Sales & Lettings

Important: This document explains what we will do for you as your letting agent, the services we will provide and the fees payable for those services. It also sets out your responsibilities as landlord. Together with the Confirmation of Services document, it is intended to create a legally binding agreement between us and, by signing, you agree to be bound by all the terms in this Agreement. Therefore, you should read them very carefully and only sign if you agree to be bound by them.



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Commission Fees

Under these terms of appointment you will be liable for payment of commission for the initial period of the Tenancy and also any renewals, extensions, new agreements or where the Tenant remains in occupation as a periodic tenant after the Fixed Term.

Full details of all fees are set out in Schedule 1.

Definitions

1. The following definitions apply in this Agreement:

- 1.1. Any definitions in this agreement in the singular shall include the plural and any reference to the masculine shall include the feminine and vice versa.
- 1.2. 'Agent' 'we' or 'us' means the Agent making this agreement with you whose name and registered office are set out in the Confirmation of Services document.
- 1.3. 'Agreement' means this agreement which sets out our full terms of appointment and records all the terms agreed between us. It incorporates the 'Confirmation of Services' document for each Property.
- 1.4. 'AST' means Assured Shorthold Tenancy as defined by the Housing Act 1988 (as amended).
- 1.5. 'Check out Report' means the document prepared at the end of the Term detailing the condition of the Property and its contents.
- 1.6. 'Confirmation of Services' is the document that sets out the services you have asked us to provide to you and the Properties it relates to. It forms part of this Agreement.
- 1.7. 'Deposit' means any money paid by the Tenant and held as security for the performance of their obligations under the Tenancy.
- 1.8. 'Inventory' means the document (usually prepared at the start of the tenancy) that details the condition of the Property and lists all of the Landlord's possessions in it. The Inventory may include a Schedule of Condition.
- 1.9. 'Joint and several liability' means that each person (or legal entity) is fully responsible for the performance of all the obligations under this Agreement.
- 1.10. 'Landlord', 'you' or 'your' means the person/s or other legal entity entering into this Agreement with us including any successors in title. Where there is more than 1 Landlord you are all jointly and severally liable for all obligations, warranties and representations contained in this Agreement.
- 1.11. 'Property' means any property (or properties) described in the Confirmation of Services documents in relation to which you have instructed us to provide the services set out in this Agreement. It includes all



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parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord including use of common parts and access ways where the Property is part of a larger building.

- 1.12. RICS means Royal Institution of Chartered Surveyors. We are RICS members and abide by the RICS code of core professional and ethical standards.
- 1.13. 'Schedule of Condition' means the document (usually prepared before the start of the Tenancy Agreement with the Inventory) which describes the condition of the property and its contents.
- 1.14. 'Scheme' means an authorised tenancy deposit protection scheme (set up in accordance with the Housing Act 2004 and operated under a service concession agreement with the government) administered by The Dispute Service Limited.
- 1.15. 'Stakeholder' means a person or body who holds the deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the Tenancy Agreement, determined by the ADR process, or ordered by the court.
- 1.16. 'Statutory Time Limit' means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
- 1.17. 'Tenancy Agreement' means the contract entered into between you and a Tenant for the rental of a Property.
- 1.18. 'Tenant' means any person or legal entity entitled to possession of the Property under a Tenancy Agreement.
- 1.19. 'Term' or 'Tenancy' means the fixed term of the Tenancy Agreement together with any extension, renewal, replacement agreement, continuation or statutory periodic tenancy arising after the end of the fixed term.
- 1.20. 'Working Day' means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

2. Appointment and services

- 2.1. You have appointed us to act as your letting agent. The services you have instructed us to provide for you are set out in the Confirmation of Services document. The fees and commission payable for those services are set out in Schedule 1. Schedule 2 sets out a summary table of each of our services. The table is for guidance only.
- 2.2. If we are instructed on a sole agency basis, you agree that we will be the only agency instructed to market and let the Property for the fixed period of sole agency set out in the Confirmation of Services document. You may end the sole agency at any time after the end of the fixed period by giving us four weeks' notice in writing. The sole agency will continue after the end of the fixed period until you give us such notice.



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2.3. If you have not instructed us on a sole agency basis or the sole agency period has ended we will act on a multiple agency basis. If you instruct us on a multiple agency basis we will market the property for the period set out in the Confirmation of Services document. You may end the multiple agency at any time after the end of the fixed period by giving us four weeks' notice in writing. The multiple agency will continue after the end of the fixed period until you give us such notice.

3. Letting Only service

- 3.1. When we are instructed only to find Tenants for the Property we will do the following:
 - 3.1.1. Inspect the Property and advise you of our opinion of the current market rent achievable.
 - 3.1.2. Advise you of any obvious repairs or maintenance issues which appear necessary in preparation for letting.
 - 3.1.3. Market and promote the Property to prospective Tenants by the means we consider most appropriate including the creation of property particulars and advertising materials, displaying particulars in any of our promotional materials and offices, and by internet, portal and newspaper advertising.
 - 3.1.4. We may give details of your property to other agents to increase market exposure and improve the speed and chance of letting. We may share commission with any sub-agency we work with but you will not be liable for any additional expense. This Agreement and The Property Ombudsman code of practice will continue to apply to your Property. We will ask for your agreement before we instruct any other agency.
 - 3.1.5. Erect 'To Let' boards at the Property if appropriate and where possible, provided no exclusions or restrictions on erecting boards apply. It is your responsibility to notify us of any such exclusions or restrictions. You agree to the letting boards remaining in position for 14 days after the beginning of the Tenancy.
 - 3.1.6. Arrange viewings of the property and accompany prospective Tenants on viewings.
 - 3.1.7. Supply the prospective Tenants with the Energy Performance Certificate (EPC).
 - 3.1.8. Negotiate with prospective Tenants to achieve the highest possible rent reasonably obtainable and agree terms of letting in accordance with your instructions.
 - 3.1.9. Obtain Tenant references in accordance with clause 5 below.
 - 3.1.10. Arrange for a tenancy to be drafted and executed in accordance with clause 5 below.
 - 3.1.11. If specifically instructed by you to do so we will arrange for a guarantor agreement to be executed to guarantee the performance of the Tenants' obligations under the Tenancy using our standard form of guarantee. A separate fee as set out in Schedule 1 is payable for each guarantor.



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4. Full management service

- 4.1. When we are instructed on a full management basis we will do the following (in addition to the Letting Only:
 - 4.2. Arrange for Inventory and Schedule of Condition to be prepared in accordance with clause 6.
 - 4.3. Hold and deposit on your behalf in accordance with clause 7.
 - 4.4. Collect the rent due from the Tenant under the Tenancy Agreement. Any sums collected will be held in accordance with the RICS Members' Client Accounts Regulations until payment to you. We will use our best efforts to arrange for the Tenant to pay us by standing order.
 - 4.5. Pay the balance to you monthly, after deduction of all sums payable under this Agreement, into your nominated bank account by BACS within 7 working days of receipt of cleared funds. Where any payment is received by cheque funds will be treated as cleared 10 working days after deposit.
 - 4.6. Provide regular account statements and any further information reasonably needed by you or your legal representatives in pursuing any claim for rent arrears or possession of the Property.
 - 4.7. Provide an annual statement showing all sums received and paid under the terms of this Agreement within 3 months of 5th April or at such other time agreed between us.
 - 4.8. Attempt to obtain payment of rent if the Tenant is late in making payment. We will do so by any combination of email, text, letter and telephone at such intervals as is appropriate at our sole discretion. We accept no liability for any failure by the Tenant to pay rent unless such failure is caused by our negligence or breach of contract.
 - 4.9. We will arrange for service of any statutory notice under section 8 and/or section 21 of the Housing Act 1988, notice exercising any break clause or a notice to quit if the tenancy is not an AST when expressly instructed by you to do so. We will not serve any notices without your express instructions. If you wish to end the Tenancy at the end of the fixed term notice under section 21 must be served at least 2 months before the end of the Term. We cannot be held liable if for any delay in possession if you do not give us sufficient time to serve any notice.
 - 4.10. If any breaches of the agreement by the Tenant result in legal action becoming necessary you are responsible for instructing solicitors or other legal representatives and paying any associated fees and disbursements. You authorise us to provide such records and information as may be requested by your legal representatives.
 - 4.11. Our fees for assisting in any legal claim you bring against the Tenant are set out in Schedule 1. Nothing in this agreement obliges us to assist in the preparation of any claim or to attend any court or tribunal. We may decline to do so if, in our sole opinion, the claim is unreasonable in nature or amount.
 - 4.12. We will act as the central point of contact for the Tenant and contractors or suppliers of services to the Tenant and the Property.



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- 4.13. We will notify the local authority or suppliers of utilities to the Property of incoming and outgoing Tenants and request them to transfer the accounts to the Tenants. To enable us to do so you must provide us with contact details and account numbers for each supplier and you will need to pay any outstanding charges.
- 4.14. Pay outgoing for the Property that you instruct us in writing to pay and which are sent to us (such as ground rent and service charges for leasehold properties). It is your responsibility to notify any parties to whom regular outgoing are paid that we are acting as your agent. We will pay any demands in full unless there are obvious mistakes and provided that we have funds to pay. We are not responsible for verifying the provision of any services to which demands relate or for any consultation or negotiations relating to the amounts of charges made.
- 4.15. Deal with day to day management of the Property including arranging for routine maintenance and repairs or other minor works required to comply with your contractual, statutory or regulatory obligations up to the amount of our authority in the Confirmation of services document without requiring your specific authority. We will retain from the rent account the sum of £150 throughout the Term to act as a reserve fund for such works. You must notify us at the commencement of this Agreement if you have any warranties, service contracts or insurances in place that may provide cover for works of maintenance we may undertake under this Agreement.
- 4.16. By signing this Agreement you authorise us to instruct contractors on your behalf and agree to reimburse us any fees and expenses incurred as well as pay our fees as set out in Schedule 1.
- 4.17. We will seek your authority in advance to incur expense for works above our authority level set out in the Confirmation of Services. You agree to pay us in advance for any such works.
- 4.18. On receipt of payment (or authority to deduct from funds already held in the rent account) we will arrange for suitably qualified contractors to carry out the works and for payment of their fees.
- 4.19. If you require us to use a particular contractor or if you have any service contracts, insurance, or warranties that may cover the work in question you must notify us at the time of providing confirmation of instructions to proceed with the works. If works must be carried out by qualified or approved contractors (e.g. Gas Safe registered engineers) we will require evidence of qualification or approval and any insurance before instructing them. We reserve the right to refuse to instruct any contractor unable to prove appropriate qualification, approval or insurance.
- 4.20. In the case of an emergency where we have been unable to contact you for prior approval, we reserve the right to carry out works in excess of our authority limit where we reasonably believe doing so is necessary to prevent injury to the Tenant or any occupier, loss or damage to you or the Property or to comply with any statutory requirements. You agree to reimburse us the cost of such works and any balance will be deducted from the rent.
- 4.21. We will try to arrange a mutually convenient time for contractors to meet with the Tenant at the Property to undertake any work on your behalf.



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- 4.22. We will liaise with the Tenant where they are required to carry out maintenance or other works under the terms of the Tenancy.
- 4.23. We will visit the Property periodically to carry out an inspection to identify any obviously visible damage, defects or breaches of the Tenancy. We accept no responsibility for any hidden or latent defects in the Property. If we are unable to gain access to the Property because of refusal by the Tenant we will inform you promptly and it will be your responsibility to take any necessary legal action to enable us to gain access.
- 4.24. We will arrange for the Property to be professionally cleaned if instructed by you at the beginning of the Tenancy and/or at the end. We will advise you if, in our opinion, professional cleaning is required.
- 4.25. We will supervise the property when it is empty only if you instruct us separately to undertake a caretaking service for which there may be a charge, to be discussed and agreed. Supervision during void periods is not included in services.
- 4.26. See clauses 19.2, 19.3 and 20 for the terms on which sub-contractors are instructed by us and the limitations on our liability. In addition, we are not liable for any loss or damage caused by any delay by you in providing authority or funds as required by clause 4.1.7 or for any failure by you in notifying us of any warranties, service contracts or insurances that may apply to any works undertaken by us.

5. Tenancy agreement & referencing

- 5.1. Unless we specifically advise you to the contrary, all tenancy agreements will be ASTs. We will prepare for you the appropriate form of AST based on our standard form of agreement together with any special conditions agreed.
- 5.2. If you wish to use a Tenancy Agreement other than our standard AST we will not prepare the agreement for you and accept no liability for any loss caused as a result of the drafting of such agreement.
- 5.3. If you or your solicitors require substantial amendments to our standard AST there may be a charge, to be discussed and agreed.
- 5.4. By entering into this Agreement you authorise us to sign the Tenancy Agreement on your behalf as your agent.
- 5.5. When a prospective Tenant confirms their intention to enter into a Tenancy Agreement of the Property, we will take reasonable steps to verify their identity and obtain references. We may use a third party Tenant referencing service. Checks may include (as appropriate) the Tenant's financial status, credit history, employment and immigration status and contacting references provided.
- 5.6. We are not responsible for the accuracy of any information contained in the references nor do we warrant that a Tenant is suitable and/ or will perform the obligations contained in the Tenancy Agreement.
- 5.7. Upon completion of the referencing process we will pass the references to you for approval before entering into the Tenancy Agreement. We will not enter into a Tenancy Agreement until you instruct us to do so.



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6. Inventory, schedule of condition and check out

- 6.1. Unless expressly instructed by you not to do so we will arrange for the preparation of the Inventory and Schedule of Condition before the beginning of the Tenancy and a Check out Report at the end of the Term.
- 6.2. We may use a third party to prepare the Inventory, Schedule of Condition and any Check out Report. We do not warrant that the contents of any Inventory, Schedule of Condition or Check out Report prepared by a third party are accurate and accept no responsibility for any losses arising from any inaccuracy or omission contained in them.
- 6.3. You agree to pay the cost of any Inventory, Schedule of Condition and Check out Report that you instruct us to arrange as set out in schedule 1.
- 6.4. We will send you and the Tenants a copy of any Inventory, Schedule of Condition and check out report.
- 6.5. If you are preparing or arranging the Inventory we must receive it at least five working days before the Tenancy begins. If we do not receive it by that time we will instruct an inventory clerk to prepare an Inventory and Schedule of Condition on your behalf and at your expense as set out in Schedule 1.

7. Assured shorthold tenancy deposits

- 7.1. If a Tenant pays a deposit in connection with an assured shorthold tenancy ('AST') the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
- 7.2. The landlord must give the Tenant and any Relevant Person (anyone who paid the deposit or any part of it on behalf of a Tenant) 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
- 7.3. We are a member of the Tenancy Deposit Scheme, which is a government-authorised tenancy deposit protection scheme, administered by:

Tenancy Deposit Solutions Limited t/a MyDeposits
1st Floor, Premiere House
Elstree Way
Borehamwood
Herts WD6 1JH
Phone: 0333 321 9401
Email: customerservice@mydeposits.co.uk

- 7.4. If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.



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- 7.5. If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a Tenant whose deposit is not protected. A Tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to 3 times the deposit, if the landlord (or someone acting on the landlord's behalf):
- a) fails to give prescribed information within the Statutory Time Limit; or
 - b) fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
 - c) notifies the Tenant or Relevant Person that the deposit has been protected in a scheme, but the Tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
- 7.6. If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.
- 7.7. The Scheme rules are available to view and download from www.mydeposits.co.uk. A very important point for you to bear in mind is that we must hold the deposit as 'stakeholder'. This means that we can only pay money from the deposit if:
- a) both landlord and Tenant (and any Relevant Person) agree; or
 - b) the court orders us to do so; or
 - c) the Tenancy Deposit Scheme directs us to do so.

8. During the tenancy

- 8.1. As required by law all deposits are sent to MyDeposits within ten days of their receipt to be held in their custodial scheme.
- 8.2. No interest is earned on the deposits.

Where there is no dispute about the deposit at the end of the tenancy

- 8.3. At the end of an AST we will liaise with you to ascertain what (if any) deductions you propose to make from the deposit, or have already agreed with the Tenant. We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions.
- 8.4. Once you and the Tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then advise MyDeposits to release the relevant amount, within 10 days of receiving confirmation of agreement from you and the Tenant(s). We cannot authorise this until we have the Tenant's agreement. If you have joint Tenants, all of them must agree.



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9. Where there is a dispute about the deposit at the end of the tenancy

- 9.1. You must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.
- 9.2. A Tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
- 9.3. If the Tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the Tenant's request, the Tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
- 9.4. The Tenancy Deposit Scheme will review the Tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. 'Alternative' in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or Tenants for using the alternative dispute resolution service if it relates to an AST.
- 9.5. If the Tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.
- 9.6. Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the Tenant to confirm whether the Tenant will agree to alternative dispute resolution. If there are joint Tenants, all the joint Tenants must agree. A Tenant who does not reply to the Scheme is not deemed to consent to alternative dispute resolution. If the Tenant (or all joint Tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.
- 9.7. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.mydeposits.co.uk.
- 9.8. The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of
 - (a) the adjudicator's decision; or
 - (b) an order from the court that has become final; or
 - (c) an agreement being reached between you and the Tenant(s).



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9.9. If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

10. Consent to use personal information

10.1. When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

10.2. You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.mydeposits.co.uk).

11. Your duty to provide correct and complete information

11.1. When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

11.2. If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

12. Where you instruct us that you do not want us to protect an AST deposit

12.1. If you decide to protect the deposit yourself, you must tell us before the tenancy agreement is signed. We will notify you of the date we receive the deposit and aim to transfer the deposit to you within 5 days of receiving it. We will not transfer the deposit unless you have provided us with written proof that you are a member of a Tenancy Deposit Scheme.

12.2. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of the date we received it. You must also give the Tenant(s) and any Relevant Person 'prescribed information' about the deposit. If you do not do both these things within 30 days of us receiving the deposit, the Tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the Tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The court will then also order you to pay compensation to the Tenant of



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between 1 and 3 times the amount of the deposit.

- 12.3. By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the Tenant or court proceedings relating to the return of the deposit have been disposed of.
- 12.4. If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.

13. Joint landlords

- 13.1. If there is more than 1 landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any 1 or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.

14. At the end of the tenancy

- 14.1. We will endeavour to contact you and the Tenant between two and three months before the end of the fixed term to seek your instructions on whether you wish to end the Tenancy or continue letting to the existing Tenant and, if so, on what terms.
- 14.2. If you instruct us to we will negotiate with the Tenant the terms of continued occupation. If the existing Tenancy is to be extended by agreement or a replacement tenancy granted we will prepare the appropriate Tenancy Agreement or other documents on your behalf and use our best endeavours to obtain execution by the Tenant.
- 14.3. We cannot be held liable for any failure by the Tenant to execute a new Tenancy Agreement, extension or renewal. If the fixed term ends before the Tenant executes a new agreement the Tenancy will continue as a statutory periodic tenancy and our fee will be payable as set out in Schedule 1.



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15. Landlord's obligations

15.1. General

- 15.1.1. It is your responsibility to provide us with a full set of keys to enable us to show the Property to prospective Tenants. We will retain a set of keys throughout the Term if you have chosen the Full Management service. You must also provide us with sufficient keys for the number of Tenants in the Property. We reserve the right to have additional keys cut, the cost to be borne by yourself where insufficient keys are provided. We accept no liability for any keys lost or unaccounted for by the Tenants.
- 15.1.2. It is your responsibility to redirect mail addressed to you at the Property. We will not do this for you.
- 15.1.3. If we have to repay any overpaid state benefits or other sums paid to us, you agree to reimburse the sums repaid together with any costs charges and expenses we have incurred within 7 days of sending you an account of such sums.
- 15.1.4. It is your responsibility to comply with all legal and regulatory requirements applicable to landlords and property owners. We assume no responsibility for compliance with any of the Landlord's legal responsibilities except where expressly stated in this Agreement.
- 15.1.5. To pay interest on any sums overdue under this agreement by more than 14 days at the rate of 5% above the Bank of England base rate in force from time to time.

15.2. Ownership, consent to let & insurance

- 15.2.1. By signing this agreement you warrant to us that you are the legal owner of the property or are otherwise lawfully entitled to enter into a tenancy, licence or any other form of agreement or contract giving occupation of the Property to any person or organisation. You agree to provide on request such evidence of title as we may reasonably request.
- 15.2.2. If the Property is owned by more than 1 Landlord you confirm that each of you has the authority of the other/s to enter into this Agreement and let the Property on the terms set out in the Confirmation of Services document. You further confirm that each of you may individually authorise us to take any actions under this Agreement for which your authority is required.
- 15.2.3. If you are a leaseholder your lease is likely to require consent from the superior landlord or freeholder for any sub-letting. Consent may be subject to conditions such as payment of fees, provision of Tenant references, and to your Tenants entering into an agreement to observe and perform the covenants in the head lease. You are responsible for obtaining all required licences and agreements to sub-let and for payment of any fees. You agree to provide to us copies of any such licences or agreements on request.
- 15.2.4. By signing this agreement you warrant and confirm that you have obtained all necessary consents and licences to sub-letting as required by the head lease and that the period of intended letting does not exceed the remaining term of your lease.
- 15.2.5. If your lease and/or head lease contains any covenants that must be complied with by your Tenants you



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must provide us with copies of them so that they can be notified to the Tenants before the start of the Tenancy and incorporated into the Tenancy Agreement. Failure to do so may result in a breach of your lease.

- 15.2.6. If the Property is subject to a mortgage you will need the written consent of each mortgagee to let the Property. By signing this agreement you warrant and confirm that all mortgagees have given their consent to letting the Property and that you have complied with all conditions imposed by them. You agree to provide to us copies of any such consents or agreements on request.
- 15.2.7. It is your responsibility under the Tenancy Agreement to arrange buildings and contents insurance cover for the Property. If the Tenant is required to comply with any terms of the insurance policy you must provide those terms to us before the beginning of the Tenancy so that they can be notified to the Tenant and incorporated into the Tenancy Agreement.
- 15.2.8. By signing this agreement you confirm that you have the insurance cover required under the Tenancy Agreement as well as third party liability cover and that the insurer has been notified of the letting of the Property. If you make a claim under any insurance policy we will not act as your agent in managing the claim. However, we will assist by providing any information in our possession, providing quotes and instructing contractors, subject to payment of our fees set out in Schedule 1.
- 15.2.9. We accept no liability for any losses arising as a result of you failing to comply with any of your obligations mentioned in this section.

15.3. **Taxation**

- 15.3.1. You are liable to pay tax on any rental income received. It is your responsibility to notify HMRC that the Property is let and to pay any tax due.
- 15.3.2. It is a legal requirement that letting agents acting for non-resident landlords account direct to HMRC for tax payable on rental income and file an annual return. If you are not resident in the UK and we are collecting the rent we will deduct tax at the basic rate (currently 20%) and pay it to HMRC quarterly until such time as you have a tax approval number allowing you to receive rental income with no deductions. We will also file the annual return with HMRC. We will charge our administrative costs for these services as set out in Schedule 1.

15.4. **The Housing Act 2004 and HMOs**

- 15.5. The Housing Act 2004 imposes additional responsibilities on landlords of Houses in Multiple Occupation (HMOs). A home is an HMO if at least 3 Tenants live there forming more than 1 household and they share facilities such as toilet, bathroom or kitchen with other Tenants. Some HMOs must be licenced by the local authority before they can be let to Tenants.
- 15.5.1. The Housing Act 2004 also gives local authorities discretion to extend the requirement for licensing to all HMOs and to private rented properties that are not HMOs (known as selective licensing). The penalties for failure to obtain (and comply with) a licence can be severe including a fine of up to £20,000, rent



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repayment orders and inability to serve notice under section 21 of the Housing Act 1988.

- 15.5.2. It is your responsibility to determine whether your property is an HMO and/ or is subject to mandatory, discretionary or selective licensing by the local authority. It is also your responsibility to apply for and comply with any licensing requirements that apply to the Property.
- 15.5.3. The Housing Act 2004 introduced the Housing Health and Safety Rating System (HHSRS). It measures hazards and risk of injury in dwellings and applies to all rented property. It is your responsibility to ensure that the Property complies with all requirements of the HHSRS and to take any remedial action required by the local authority under the scheme.
- 15.5.4. By signing this agreement you confirm that you have obtained and complied with all licensing requirements of the local authority and agree to continue to comply with them at all times during this agreement. You agree to provide to us copies of any such licences on request.
- 15.5.5. We accept no liability for any losses arising as a result of you failing to comply with any of your obligations under the Housing Act 2004.
- 15.5.6. We reserve the right to terminate this Agreement immediately and notify the occupiers and/ or local authority if we become aware that the Property is let without licence or in breach of any licensing requirement.
- 15.6. Landlord and Tenant Acts 1985 and 1987**
- 15.6.1. Section 11 of the Landlord and Tenant Act 1985 requires landlords to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes) and to keep in repair and proper working order the installations for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) as well as installations for space heating and heating water. It is your responsibility to comply with those requirements.
- 15.6.2. If we are providing the Full Management Service we will arrange to carry out such routine works as described in clause 4.6. However, many of your obligations under the section 11 of the 1985 Act will exceed our expenditure authority and/ or may not be known to us. Therefore, it remains your responsibility to comply with the requirements of section 11.
- 15.6.3. Section 47 of the Landlord and Tenant Act 1987 requires the Landlord to give their name and address on any demand for rent or others sums due under the tenancy. By signing this agreement you authorise us to provide your name and address on any demands we make on your behalf. If (and only if) you do not have an address in England and Wales we will use our address.
- 15.7. Immigration Act 2014**
- 15.7.1. The Immigration Act 2014 imposes obligations on landlords to check that prospective Tenants and any other adult occupiers have the right to live in the UK before letting a property to them.



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- 15.7.2. From 1 December 2014 the Act came into force in some parts of the country. If your Property is in an affected area and you let the Property after this date to someone who does not have the right to rent, you could be fined up to £3,000.
- 15.7.3. Under the Act, we will assume responsibility for carrying out the right to rent checks by agreement in writing with you. Where, as part of the services provided under this Agreement, we undertake Tenant referencing on your behalf as set out above, we will assume responsibility for carrying out the right to rent checks.
- 15.7.4. If we are unable to obtain upon reasonable enquiry of the prospective Tenant, any adult occupier or the Home Office, such documentation or confirmation that establishes the statutory excuse under the Act, we reserve the right not to enter into the Tenancy until such time as the prospective Tenant and any adult occupiers have provided satisfactory evidence of their right to rent.]

16. Landlord safety obligations

16.1. Gas Safety (Installation and Use) Regulations 1998 ('the Gas Regulations')

- 16.1.1. The Gas Regulations make it mandatory that gas appliances (including pipework and flues) supplied by the landlord are maintained in a safe condition at all times. Failure to comply with the regulations is a criminal offence. All gas appliances must be checked for safety by a Gas Safe registered engineer within 12 months of installation and at least every 12 months after that. A record of the annual gas safety check must be provided to your Tenant within 28 days of the check being completed or to new Tenants before they move in. Landlords are required keep copies of the gas safety record (GSR) for 2 years.
- 16.1.2. If we are providing the Full Management Service you agree to provide us with the gas safety record at least 10 working days before the Tenancy begins. We will then give it to the Tenant.
- 16.1.3. If the Tenancy continues after the expiry date of the GSR and we are providing the Full Management Service, we will arrange to renew it at the appropriate time and give it to the Tenant unless you notify us in writing not less than 1 calendar month before it is due to expire that you will provide it yourself. If you notify us of your intention to provide the GSR yourself you agree to provide it to us no later than 10 working days before expiry of the old record. We will then give it to the Tenant.
- 16.1.4. If you fail to provide the GSR within the time limits specified above we reserve the right to appoint a Gas Safe registered engineer to carry out an inspection and issue a GSR. If works are required to make any appliances, installations, pipework or flues safe you authorise us to arrange for them to be carried out at your expense. You agree to reimburse us on demand for the cost of the inspection and any remedial works.
- 16.1.5. Except as expressly set out in this agreement, it is solely your responsibility to comply with the Gas Regulations. We reserve the right to terminate this Agreement immediately if you are in breach of the Gas Regulations.



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16.2. Furniture and Furnishings

- 16.2.1. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993) set safety standards for fire and flame-retarding requirements for upholstered furniture and will apply to furniture and soft furnishings in the Property (other than those belonging to the Tenant).
- 16.2.2. Failure to comply with the regulations is a criminal offence. It is your responsibility to comply with those regulations and by signing this agreement you warrant and confirm that all furniture and soft furnishings comply with the regulations.
- 16.2.3. You authorise us to remove any item that does not have a manufacturer's fire safety label permanently attached.

16.3. Electrical Safety

- 16.3.1. The Electrical Equipment (Safety) Regulations 1994 apply to the supply of electricity and any electrical equipment in the Property and require them to be safe.
- 16.3.2. If your property is an HMO, the Management of Houses in Multiple Occupation (England) Regulations 2006 also require that the mains installation is inspected by a suitably qualified person at least every 5 years.
- 16.3.3. The Building Regulations 2010 Part P will apply to any alterations or additions to the electrical installations of the Property. Therefore any electrical works carried out at the Property must be carried out by an electrician registered as a competent person with one of the government-approved scheme providers.
- 16.3.4. If any electrical works are required to be carried out to the Property we will only instruct contractors registered as competent persons. If you wish to instruct your own contractor, we will require written confirmation that the contractor is a registered competent person. If you do not supply the confirmation on request, we reserve the right to terminate the agreement.
- 16.3.5. [We recommend that an electrical safety test and Portable appliance Test (PAT) are carried out before the Tenancy begins.]
- 16.3.6. It is your responsibility to ensure all electrical equipment and appliances comply with the regulations and that instruction manuals for any electrical equipment in the Property are supplied to the Tenant to enable their safe use. Breach of the regulations is a criminal offence. By signing this Agreement you warrant and confirm that you have complied with the regulations.

16.4. Energy Performance Certificate ('EPC')

- 16.4.1. All properties marketed for letting must have an EPC which must be given to prospective Tenants free of charge at the earliest opportunity.
- 16.4.2. We will not market the Property until an EPC has been obtained and is rated E or better. It is your responsibility to give us the EPC for the Property but if you do not have one we can arrange for one to be produced at a cost to yourself. We will then provide it to prospective Tenants at the appropriate time.



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16.5. Smoke and Carbon Monoxide Alarms

- 16.6. Since June 1992 Building Regulations require all newly built properties to have mains fitted smoke alarms with battery backup with at least 1 detector per floor. If the Property is an HMO you are also required to have mains fitted smoke alarms with battery backup. It is not a legal requirement to fit smoke or carbon monoxide alarms in other properties. However, if you do have battery fitted alarms you must ensure that they are in working order at the start of a Tenancy.
- 16.7. It is your responsibility to comply with the legal requirements for smoke alarms and by signing this agreement you confirm that you have complied with those requirements. [It is also good practice to have smoke and carbon monoxide alarms in all properties. We can arrange to have them fitted at the Property, at your expense.]

17. Authority and payments

- 17.1.1. You agree to ratify any actions we take on your behalf when acting in accordance with the terms of this Agreement.
- 17.1.2. You authorise us to carry out works on your behalf and at your expense to fulfil your statutory, regulatory or contractual requirements. We may deduct any costs and expenses incurred together with any of our fees set out in Schedule 1 that may apply from any rent collected and you will pay us in full any difference on demand.
- 17.1.3. If any notice is served on us under the HHSRS scheme requiring us to carry out any works to the Property you authorise us to carry out such works and agree to reimburse us any costs and expenses incurred together with our fees in full on demand.
- 17.1.4. Any interest accruing on rent or other money collected during the Agreement will be retained by us.
- 17.1.5. We will retain any commission earned from any third party during the Agreement for any services provided to you or in respect of the Property but we will advise you before incurring the cost or receiving the service.

18. Data protection

- 18.1. You authorise us to disclose to the Tenant and any third party such information held by us as may be required by law and as necessary to fulfil our obligations under this Agreement and your regulatory and statutory duties as landlord of the Property.
- 18.2. If you fail to pay any fees due to us or to any contractor instructed by us under this Agreement we may pass such details to solicitors and/ or debt collectors as are necessary to enable collection of the sums outstanding or to issue legal proceedings.



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19. Third parties and assignment

- 19.1. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 19.2. We are not responsible for any loss or damage caused by the acts, omissions, delays or negligence of any third party, including those instructed by us in accordance with the provisions of this Agreement, unless such loss or damage was caused by our own negligence.
- 19.3. We may use sub-contractors to fulfil some of the terms of this Agreement. Any sub-contractors are instructed by us on your behalf which means that the contract is between you and the sub-contractor. You are therefore directly responsible for payment of their fees and they are directly responsible to you for the quality of their work. Sub-contractors that are likely to be used include (but are not limited to) inventory and checkout clerks, electricians, plumbers, Gas Safe engineers, builders, solicitors, EPC suppliers, cleaners, gardeners and locksmiths.
- 19.4. You may not assign your rights and obligations under this Agreement without our express consent in writing.
- 19.5. We may assign our rights and obligations under this Agreement upon giving you not less than 14 days' notice in writing.

20. Liability and indemnity

- 20.1. We are not liable for:
 - 20.1.1. Non-payment of the rent or any other sum payable by the Tenant or any third party under the Tenancy Agreement.
 - 20.1.2. Any damage caused to the Property or its fixtures and fittings by the Tenant, their guests, contractors and invitees.
 - 20.1.3. Any losses, costs and expenses caused by the Tenant failing to deliver up possession.
 - 20.1.4. Any losses, costs and expenses caused by any other breach of the Tenancy Agreement.
 - 20.1.5. Any damage to the property or its fixtures and fittings during any period when it is empty.
 - 20.1.6. Any loss of rental income, profit or opportunity caused by void periods either before or after letting the Property by us unless such losses are caused by our negligence or breach of contract.
 - 20.1.7. any inaccurate forecast by us of future income or expenditure unless caused by our negligence or breach of contract.
 - 20.1.8. the acts, omissions or insolvency of any person other than us.



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- 20.2. If you instruct us to do anything which we consider to be outside the scope of our responsibilities under this Agreement, unethical or puts us at legal, financial or reputational risk we may, in our absolute discretion, refuse such instruction or ask you for a written indemnity against any losses, costs or damages that may be incurred. If you do not provide such indemnity we reserve the right to refuse your instruction and to terminate this Agreement.
- 20.3. We have summarised some but not all of your legal obligations as a landlord in this Agreement and you may not rely on this Agreement as setting out your full legal obligations. We cannot be held responsible for any failure by you to comply with any of your legal obligations unless we have expressly assumed responsibility for performance of the obligation in this Agreement and failed to do so whether by negligence or breach of contract.
- 20.4. You agree to indemnify us in full against any claims, losses, damages, liabilities, costs and expenses that may be brought against us as your agent because of any failure by you to obtain any of the consents referred to under 15.2 ownership, consent to let and insurance clause or to comply with any of your contractual, statutory or regulatory obligations.
- 20.5. You agree that we may carry out such works and actions on your behalf and at your reasonable expense to avoid any liability or potential liability against you and/ or us for failure to comply with any of your contractual, statutory or regulatory obligations whether set out in this agreement or not. You agree to reimburse us any such costs and expenses incurred.
- 20.6. You agree to indemnify us against any demands made by the Inland Revenue against us in respect of tax and/or assessments raised relating to the Property.

21. Termination

- 21.1. Either party may end this Agreement:
 - 21.1.1. By giving not less than 2 months' notice in writing.
 - 21.1.2. Upon giving notice in writing on or before the Tenant vacating the Property at the end of the Term.
 - 21.1.3. As expressly set out in this Agreement.
 - 21.1.4. If either party is in breach of an important term of this Agreement and the other party has served notice requiring the breach to be remedied but it has not been after 28 days and monetary compensation is wholly inadequate.
 - 21.1.5. If you do something and/ or are in breach of this Agreement in a way that makes it impossible, impracticable or illegal for us to perform our obligations under the Agreement.
- 21.2. If either party terminates the Agreement under this clause any unpaid fees payable in accordance with Schedule 1 shall be paid in full on termination. We reserve the right to set off any unpaid fees, costs and disbursements against any sums due to you on termination.



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21.3. If either party commits an act of bankruptcy or has a receiving order made against him/her or makes any arrangement with his/her creditors or if distress or execution is levied or threatened upon any of his/her property or any judgment against him/her remains unsatisfied for more than 14 days or if being a limited company a party enters into liquidation whether compulsory or voluntary (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or has a receiver appointed of any of its assets, the other party may terminate the Agreement upon serving written notice to that effect.

22. General

22.1. These Terms of Appointment apply to all of your properties listed in the Confirmation of Services document. They will also apply to any additional properties for which you instruct us to act as your agent upon both parties signing further Confirmation of Services documents listing those properties.

22.2. We reserve the right to make changes to these Terms of Appointment. We will notify of any changes in writing which will not take effect earlier than 2 months from the date we notify you of them.

22.3. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.4. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22.5. We will promptly upon request allow you to inspect and, at your expense, copy any accounts and documents in our possession relating to the Property.

We will at all times be a registered member of a government approved redress scheme and will deal with any complaints in accordance with the rules of the scheme.

23. Service information and memberships

23.1. We are a **Limited Company** registered at Companies House (Registration No. 4623528) whose address for service is **Victoria Buildings, 9-13 Silver Street, Bury BL9 0EU**.

23.2. Our VAT no is **588 6096 78**.

23.3. We are members of the RICS (Firm No. 015798).

23.4. We are a member of the The Property Ombudsman Scheme. Website: www.tpos.co.uk.

23.5. We are a member of the Association of Residential Lettings Agents (ARLA).



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24. Service of documents and notices

- 24.1. Subject to clause 24.2, any legal proceedings or notices required to be served in accordance with this Agreement or any Act of Parliament must be in writing and may be served by handing it personally to you or by delivering it personally or by ordinary first class post or recorded delivery to the address of other party. Our address for service appears at clause 23.1. We may validly serve any notice or proceedings at your address for service given in the Confirmation of Services document (whether or not that is your current address) unless you notify us in writing of another address for service in England and Wales. You agree to notify us in writing if your address given in the Confirmation of Services document changes.
- 24.2. Documents personally served are deemed to have been received that day if served before 5.00pm on a Working Day or the next Working Day if served after 5.00pm. Documents served by recorded delivery are deemed served on obtaining proof of service and documents served by post are deemed served the second Working Day after posting.
- 24.3. If you are resident outside England and Wales and have not provided us with an address for service in England and Wales:
- 24.3.1. You must provide us with a valid email address.
- 24.3.2. Any legal proceedings and/or notices required to be served in accordance with this Agreement may be served on you by email at the last email address provided by you.
- 24.3.3. Further or in the alternative, any notice and/ or legal proceedings may be validly served by sending (in English) by ordinary first class or airmail post or its equivalent.

25. Governing law

- 25.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 25.2. The Courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.
- 25.3. If a court decides that any term of this Agreement is not valid or enforceable it will not affect the validity or enforceability of the rest of the Agreement.



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Schedule 1 – fees, charges and commission

Important: This schedule sets out the fees we will charge you under this Agreement. Renewal commission is payable as set out in clause 3 below. It means that you may be required to continue to pay us for a period of 2 years if a Tenant we find for you remains in occupation of the Property even if you no longer instruct us to manage the Property or collect the rent. By signing this agreement you are agreeing to the terms of payment including renewal commission.

1. General

- 1.1. The Confirmation of Services document sets out the level of service you have chosen. You agree to pay the fees charges and commission in accordance with the Confirmation of Services.
- 1.2. We reserve the right to review the fees set out in this schedule annually and increase them by no more than increase in the Retail Price Index from the date of the last review date (or, if no review has taken place, the commencement of this agreement) to the current review date.

2. Commission

- 2.1. You agree to pay our commission when anyone enters into a Tenancy Agreement as a result of:
 - 2.1.1. Any introduction to the Property by us including (but not limited to) viewings, enquiries and seeing any advertising or marketing or promotional materials produced or instructed by us.
 - 2.1.2. Introduction from an existing or former Tenant who occupied the Property under a Tenancy Agreement arranged by us.
 - 2.1.3. Introduction to the Property by anyone other than us during our period of sole agency.
- 2.2. Commission is payable for any Tenant introduced to the Property by us whether or not we finalise the Tenancy Agreement.
- 2.3. The rates of commission are as follows: -
 - Letting Only Service – The Legal owner/owners agree to pay a letting fee equivalent to one full month's rent + VAT on completion of a letting.
 - Full Management Service – The Legal owner/owners agree to pay a letting fee of £474 including vat (£395 + VAT) on completion of a letting, together with a monthly management fee of 12% inc VAT (10% plus VAT), deducted monthly from the rent at source.
 - In the event that the tenancy is renewed on a fixed term basis, a fee of £72 inc VAT (£60 plus VAT) will be charged. If the tenancy renews on a periodic basis a fee of £48 inc VAT (£40 plus VAT) will be charged. Should the tenant vacate and we are instructed to re-let the property a fee of £300 inc VAT (£250 plus VAT) will be charged on completion of a new letting.



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3. Payment terms

- 3.1. You agree that all commission, fees, charges, disbursements and expenses payable under this Agreement, including any payments to third parties, may be deducted from any rent collected. If there is insufficient rent already collected we reserve the right to seek payment in advance and to withhold the provision of any service until full payment has been received.
- 3.2. All commission, fees, charges, disbursements and expenses due under this Agreement are payable whether or not the Tenants pay the rent.
- 3.3. If the Tenant vacates the property more than 1 month before the end of the period for which commission or renewal commission has been paid, we will refund any commission already paid for the remaining period to the extent that it is not recoverable from the Tenant's deposit.
- 3.4. All commission payments on new Tenancies, extensions and renewals for a fixed term are payable in full at the beginning of the Tenancy or new fixed term.
- 3.5. Where we collect rent for you, commission payments on new Tenancies, extensions and renewals for a fixed term will be deducted from any rent received monthly for the duration of the fixed term. If the Tenant does not pay the rent in any month you agree to pay us within 7 days of demand.
- 3.6. Commission on periodic rental payments is payable monthly in advance whether or not the rental period is monthly. If we are collecting the rent for you we will deduct the commission from any rent received. If the Tenant does not pay the rent in any month you agree to pay us within 7 days of demand.

4. Withdrawal

- 4.1. You agree to pay our administrative and marketing costs pre-estimated at £100 per applicant if you withdraw your instructions to us to market and let the Property after prospective Tenants have passed the referencing process but before entering into a tenancy agreement.

5. Additional services

- 5.1. The table below sets out our charges for additional services we provide which are not included in our standard packages or in the package you have chosen. The charges are fixed fees and will not vary depending on the rental income:



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Service	Fee (Inc. VAT)	Notes
Attendance at Court or any Tribunal	£1,200 per day (or part thereof) + travel and other reasonable expenses	Does not include legal fees payable to solicitors or advocates.
Tenancy Deposit Protection fee	£42	
Sale of property to an existing tenant	£1140	
Inventory fee	£120	
Supervising Insurance Claims for major repairs	12% of the gross repair costs	



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Schedule 2 – service summary

The table below summarises what is included in the price for each service. This checklist is for guidance only. Please see the main terms above for full details of each service and any limitations that apply.

Any service not included as standard can be provided for an additional fee as set out in Schedule 1.

We offer a range of additional services that may be required depending on your circumstances the cost of which are set out in Schedule 1.

Service	Letting Only	Full Management
Inspection and advice on market rent	✓	✓
Full Marketing	✓	✓
Accompanied viewings	✓	✓
Negotiate terms	✓	✓
Tenant Referencing	✓	✓
Tenancy Agreement	✓	✓
Deposit holding & registration	✓	✓
Rent collection		✓
Arrears management		✓
Full account statements		✓
Inventory, Schedule of Condition & Check Out Report		✓
Serve notices (section8/section 21/ break clause/ notice to quit)		✓
Central point of contact		✓
Pay regular outgoings/ Manage utilities		✓
Day to day management		✓
Routine repairs and maintenance		✓
Property inspection		✓
Negotiate tenancy extensions/ renewals		✓
Negotiate return of deposit		✓
Arrange professional cleaning at end of Tenancy		✓