Lettings Terms and Conditions
It is agreed as follows:

1.1 The Landlord appoints Independent London Estate Agents as rental marketing agent, this will always include our full marketing appraisal and marketing service.

1.2 The Landlord authorises the Agent to enter into tenancy agreements with tenants in respect of the Property on the Landlord’s behalf and to execute such agreements as authorised against the Landlord.

1.3 The Landlord accepts that Independent London Estate Agents will not serve any legal notices upon the tenant unless requested to do so in writing from the owner.

1.4 The Landlord warrants that he has both power and title to enter into an agreement with Independent London Estate Agents

2 Agent’s Commission and Management Fees

2.1 Upon the signing of a tenancy agreement with the tenant, the Landlord agrees to pay Independent London commission of 5% of the annual rental amount when instructed as the sole agent marketing the property and 8% + VAT or 9.6% INCLUDING VAT in all other cases upon the successful introduction of a tenant. Please note a minimum fee of £750.00+ VAT or £900 INCLUDING VAT applies to all Let Only fees. This fee will be deducted from any monies taken at the start of the tenancy. Upon receipt of an offer from a prospective tenant Independent London will check all major property advertising portals and base our charges on our findings, our sole agency fee is strictly enforced.

2.2 If the landlord has opted for full management, then the agreed management fees will be collected on a monthly basis as we collect the rent. We will not invoice for management fees if the rent is in arrears from the tenant.

2.3 All other disbursements such as inventories or check in or charges for safety tests or any third parties will be collected at the start of the tenancy.

2.4 There are no additional administration fees. Tenancy Agreement fees are charged to the tenants as part of the ongoing administration, the tenants are also charged for the renewal tenancy agreement and this information will be included in the Tenancy Agreement.

2.5 If the Tenancy is renewed or extended Independent London Limited will be entitled to a further fee of 5% + VAT or 6% INCLUDING VAT of the new total gross rent reserved unless otherwise agreed by all parties. At the commencement of the new Tenancy Agreement at the new Term or Period of Occupation. Within the last two months of any fixed Term contract Independent London Limited will write to the Tenant to enquire whether they would like to extend their tenancy or vacate all at the end of the tenancy. If you do not wish to renew Independent London Limited to offer an extension then please contact us in good time and confirm your instructions in writing. Independent London Limited will issue a Pro Rata refund on fees where a Tenant utilises a break clause in an Agreement. The refund will only be given where Independent London Limited has been informed of the request a minimum of six weeks. The fees will be levied against any new invoices generated. If the Landlord utilises a break clause out fees are non refundable unless the Introduced Tenant has proved unsatisfactory.

2.6 In the event of any third party associated directly with the tenant, or where the Tenant replaces a Co-tenant and enters into a consequent Tenancy Agreement or Verbal Agreement where rent is paid (without their being an intervening tenancy) then a fee of 5% + VAT or 6% INCLUDING VAT of the total gross rental agreed for the Term will be payable to Independent London Limited at the start of the new Term or Period of Occupation.

2.7 The aforementioned fees are payable regardless of whether the Tenancy or Extension Renewal was negotiated or arranged by Independent London Limited provided that our Introduced Tenants named in the Agreement or any third Party introduced by them remains in the Property.

2.8 Independent London offers a renewal waiver fee. This is an additional 3% + VAT or 3.6% INCLUDING VAT of the agreed Term payable at the outset of the Tenancy. Please tick this option at the end if you would like to use the waiver fee. This option allows you to pay 8% + VAT or 9.6% INCLUDING VAT at the start of the Tenancy and no extension or renewal fees will be due thereafter. Our management fees are on going.

LANDLORDS SIGNATURE:

3 The Tenancy Deposit

3.1 Introduced under Part 6 of the Housing Act 2004, the new mandatory Tenancy Deposit Protection schemes means that from 6 April 2007 all deposits taken by landlords and agents in England and Wales must be protected for the tenant.

Independent London will obtain a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant.

The deposit will be held in accordance with the terms of the tenancy agreement.

There are two ways to protect the Tenants Deposit

3.2 A custodial type scheme where the deposit is lodged with a government agency for the Tenancy of the Property for all non-resident landlords, or

3.3 An Insurance based scheme where the Agent or landlord can hold the deposit but it must be insured for the Tenant no less than 14 days after the commencement of the tenancy.

3.4 Failure to comply with new Law means that the tenant can apply for the failure of a deposit being registered where held by the Landlord or an alternative appointed agent.

4 Incorrect Information

4.1 The Landlord must confirm 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 against The Agent the landlord agrees to reimburse and compensate the Agent for all losses suffered. Where a property is purchased from a Local Authority Independent London will require proof of ownership.

5 Referencing

5.1 All tenants will be thoroughly checked through an accredited credit-referencing agency prior to commencement of the tenancy, all utility charges and tenancy history references (unless otherwise agreed by all parties). Where necessary, guarantors will be credit-checked and included in the tenancy agreement, which will be signed by all parties. Company lets will be required to supply details of accounts, proof of trading, and authorised signatories will be required to sign the tenancy agreement.

5.2 Tenants paying rent in advance may not be credit referenced but suitable references will be sought.

6 Viewings

6.1 Viewings will be accompanied by a staff member unless alternative arrangements have been made at the tenants request and parties and will be arranged in accordance with the Owner’s and/or the Tenants instructions.

6.2 Keys or access arrangements

In order for us to market your property you should provide us with keys and any codes or access facilities that we may require to access your property.

6.3 Please also authorize & arrange for us to use keys held by another agent or concierge, we may make further copies to facilitate viewings. We will not charge you for this service.

6.4 Once a let has agreed we will normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at our office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for these keys, if you have spare sets please make arrangements with us so that you do not incur additional costs.

7 Utilities

7.1 The Landlord agrees to provide The Agent with the details of current utility suppliers so that the Agent can pass all such information onto the tenants at the start of the tenancy, please use the space provided on page one for this.

7.2 Prior to commencement of the tenancy, all utility charges i.e. telephone, gas, electricity, council tax, water rates, service charges payable by the landlord must be paid up to the commencement date of the tenancy. The Landlord must also inform all relevant suppliers about the new tenancy to facilitate a smooth transition including Council Tax and water rates. Electricity key meters and thermostatic mixing valves will be in the possession of Independent London Estate Agents prior to tenancy sign-up. During “void” periods, or between lets, the responsibility for maintenance and payment of all utilities converts back to the landlord where the property is not managed. It is your responsibility to take over the relevant supplies on the last day of occupation; otherwise you risk termination of the supply.

8 Introduction of Tenant Service

8.1 Independent London Estate Agents will provide a free rental valuation of your property and advise as to the current rental value we feel can be achieved. We will further advise you of any requirements necessary to achieve the optimum rent. We will base our valuation on comparable evidence and can provide this evidence upon request.

8.2 Independent London Estate Agents will advertise the property & arrange for prospective tenants, accompanied by a representative Independent London Estate Agents at all times, to view the property.

8.3 Having found a prospective Tenant(s), Independent London Estate Agents will apply for the necessary financial and personal references to determine the suitability of the Tenant(s). Once we have obtained satisfactory references, we will require the Landlord’s approval and acceptance for tenancy. Independent London Estate Agents will not accept liability for any tenants accepted by landlords without satisfactory references. All offers and negotiations will be subject to contract.

8.4 It is essential to have a detailed Inventory Report of the property compiled, its contents and the condition therein and . Independent London Estate Agents will be happy to instruct an Independent Inventory Officer to compile this report on behalf of the Tenant(s). Independent London Estate Agents can also arrange for the Inventory Company to attend a ‘Check-in’ with the Tenants and at this time the Tenants will be asked to sign a Schedule of Condition confirming the status of the Inventory Report. Charges for this service will be recovered from the rent or rent deposit (details are included on request). Independent London Estate Agents cannot accept liability for any error or omission on the part of the Inventory Company. It is normal practice for the landlord to pay for the preparation of the Inventory Report and for the tenant to pay for the cost of the check-in. Independent London Estate Agents will NOT appoint an Inventory or a check-in on the Landlord’s behalf prior to let unless instructed to do so. There is a tick box on the last page for these services.

8.5 Independent London Estate Agents will prepare the appropriate Tenancy Agreement and any relevant statutory forms where applicable, unless otherwise instructed, and thereafter supervise and co-ordinate the documentation until such time as the Agreements...
have been signed and an exchange has been affected. Wherever possible, Independent London Estate Agents enter into contracts that come under the Housing Act 1988 and tenancies are drawn up under the guidelines for Assured Shorthold Tenancies. Company lets do not fall into this category; in this case a licence is granted. If you are at all unsure about legal issues concerned with letting, you are advised to consult your solicitor.

8.6 Independent London Estate Agents will advise the Tenant(s) of their obligations in relation to the Tenancy Agreement.

8.7 Independent London Estate Agents will arrange for the Tenant to make the rental payments by Standing Order to the Landlord's designated bank account.

8.8 Independent London Estate Agents will not serve a Housing Act of 1988, Section 21 (1) (b) Tenancy Notice. If you do not wish to receive this notice, you should write to the Landlord to expressly request to be served. This means that you should request your property back for any reason at the end of the arranged contractual fixed term then you must instruct us to serve this notice at least two months prior to the end of the arranged tenancy. In order to give us time to do this we would need your instruction 10 weeks before the end of the arranged tenancy. If we do not receive this instruction then you must give your tenant at least two months notice from any point after the expiration of the term less two months, (for instance after 10 months have expired in a 12 months contract) This means that you could regain your property by serving two months notice after the 10 month deadline has expired providing that the notice is served within the 12 months term,(this means at any point in months 10 or 11).

8.9 If you allow the tenancy to expire or run its course without serving any notice it becomes a periodic tenancy (only after the last date of the original term has passed) you are then required to give two months notice which can only end at the end of a rental period, for example if a tenant pays rent on the 2nd of each month, then that rental period would end the 1st of the next month, so for example within a periodic tenancy if you were to give notice on the 15th of January where a rent period ends on the 1st, then you would require to provide a period of 2 months notice on April not on the 1st of May 2004. Independent London will not serve a, Section 21 (4) (a), Periodic Tenancy Notice Requiring Possession of your property without you expressly requesting to do so. Again this request must be in writing.

9 Management Service

9.1 In addition to all the services provided by the Introduction of Tenant Service, the Full Management Service offers the following:

9.2 Independent London Estate Agents will arrange the collection of rental monies in accordance with the terms of the Tenancy Agreement. The collection of rent does not include taking any legal action on your behalf for the recovery of late or non-payment of rent. In the event of non-payment of rent, you will be notified at the earliest opportunity without expressly requesting us to do so. This means that you should request your property back for any reason at the end of the arranged contractual fixed term then you must instruct us to serve this notice at least two months prior to the end of the arranged tenancy. In order to give us time to do this we would need your instruction 10 weeks before the end of the arranged tenancy. If we do not receive this instruction then you must give your tenant at least two months notice from any point after the expiration of the term less two months, (for instance after 10 months have expired in a 12 months contract) This means that you could regain your property by serving two months notice after the 10 month deadline has expired providing that the notice is served within the 12 months term,(this means at any point in months 10 or 11).

9.3 The Agent will maintain all reasonably necessary records and books and, in particular, so as to enable the Landlord’s solicitors to serve all necessary notices under any lease of the Property or any part of it and to enable the Landlords’ accountants to compile statements of accounts and returns in respect of the Property.

9.4 The Agent will prepare statements of account for each month in each year, such statements to show all receipts and expenditure by the Agent in respect of the Property for that month.

9.5 The Agent will settle invoices outstanding from the monthly rent collected. Where a tenant pays rent six months or a year in advance Independent London will retain £500 on account for maintenance work.

9.6 Queries on any invoices must be raised within 28 days of the date of the invoice. There will be a charge of £48 per hour for any work carried out on queries raised after this time.

9.7 The Agent will inspect the state of repair and condition of the Property (excluding attics, loft areas and cellars) and this may be reasonably necessary or halfway through the tenancy to identify all reasonably necessary works of repair and maintenance of the Property. The Landlord will be informed of the results.

9.8 The Agent will provide you with a receipt in the event of rent being paid directly to notify the Landlord of all reasonably necessary works or repair and maintenance of the Property and upon receipt of such instructions be in verbal or written to instruct competent contractors and supervise the work of such contractors.

10 Landlords obligations

10.1 The Landlord acknowledges that it is his responsibility to ensure that there are no covenants or other restrictions on the Landlord in respect of letting the Property. If there are any such covenants or restrictions, then the Landlord takes full responsibility for any liability arising from that and shall compensate the Agent for any costs incurred by the Agent as a result.

10.2 The Owner agrees that if the Property is subject to a mortgage then the Owner will inform the lender accordingly.

10.3 The Owner will inform Independent London Estate Agents of all the co-owners of the Property. This would include co-owners, spouses, relatives and business partners.

10.4 The Landlord acknowledges that it is his responsibility to insure the Property and all fixtures and fittings and to advise his insurers that the Property is let.

10.5 The Furniture and Furnishings (Fire Safety) Regs 1988, The Landlord has a legal obligation to ensure that all furniture in the property fully comply with the requirements of the Consumer Protection Act 1987 and all statutory instruments made under it. Independent London will have no responsibility for the Furniture (fire safety) regulations as amended by the Furniture and furnishings (fire safety) amendment regulations 1989 and 1993.

10.6 The Electrical Equipment (Safety) Regulations 1994. The Landlord is required to ensure the safety of electrical appliances, plug sockets and wiring in the property and the electrical supply is “safe” and will not cause danger. The Agent can arrange for this to be carried out.

10.7 Gas safety (installation and Use) Regulations 1998. As it is a legal requirement for all properties that have a gas supply to have a valid gas safety certificate and for the tenants to receive a copy upon taking possession of the property we will not be able to proceed with letting the Property unless we have a valid gas safety certificate. The Landlord shall be responsible for leaving instruction books at the Property for all appliances. The Agent can arrange for this to be carried out at a cost of £30.00 plus VAT. The Landlord is required to instruct the agents or an engineer to carry this out on an annual basis.

10.8 Car parking. The Landlord is required to provide the Agent with clear details of the car parking facilities (where applicable) for the Property and shall provide all the necessary permits, fobs etc. to enable the tenant to park on the designated parking space. The Landlord agrees to assist the agent with all the relevant instructions to enable the tenant to park safely and to prevent the tenant from incurring any illegal parking costs e.g. clamping, towing or fines. Should the tenant be clamped because of the Landlords failure to provide clear instructions on car parking then the Agent accepts no liability for costs incurred by the tenant.

10.9 Mail. The Agent will take no responsibility for the forwarding of mail.

10.10 Smoke Alarm and Carbon Monoxide Detector. Independent London would strongly recommend that all Landlords install at least a battery operated smoke alarm and carbon monoxide detector in your rental property. If you have one or both please indicate below with the relevant tick box. If this section is ignored Independent London will assume that neither device is in place and we will order a combined battery operated device to be installed by a tradesman before the start of a new tenancy at a cost of £120 INCLUDING VAT to be charged back to the Landlord.

11 Tax implications

11.1 Under the Finance Act 1995, all residential letting agents are obliged to advise the Inland Revenue of all lets arranged for a non-resident landlord for UK tax purposes. It is the responsibility of the letting agent, on behalf of the landlord, for the payment of any tax that arises from the letting.

11.2 The non-resident landlord act authorises Independent London Estate Agents to make sufficient deductions from rental income to meet any income tax demands at the basic rate of tax to cover this liability. Non-resident landlords can, however, apply to the Inland Revenue to register for tax self-assessment. An Inland Revenue form can be supplied, on request, by Independent London; registration is relatively straightforward. If granted, the Inland Revenue will issue you with an exemption certificate; thus removing the obligation on the part of Independent London Estate Agents to retain tax at source from rental income. If we are not in possession of the certificate we will be forced to withhold the required amount, as the Inland Revenue will issue us with demand for the money. Please do not ignore this advice if you are moving overseas, this will result in you paying too much tax.

11.3 Independent London Estate Agents do not undertake to submit tax returns on a Landlord’s behalf and recommend that you appoint a suitably qualified accountant to handle your tax affairs. Independent London Estate Agents cannot be held responsible for any demands made by the Inland Revenue. It is the landlords responsibility to make sure that all their tax affairs are in order and that the Inland Revenue is informed if they are overseas.

11.4 Income tax is payable on all rental income arising from property in the UK regardless of the residential status of the landlord. Landlords domiciled in the UK should include details of their income and expenditure from a let property when completing an income tax return in the usual manner.

11.5 Independent London will provide monthly statements and invoices for all managed properties. We will not provide an end of year tax return. There is a charge of £180 including VAT for a compiled annual report. This report will only contain information already provided by Independent London Estate Agents so please keep your statements safe. All our statements and invoices are emailed not posted.

12 Termination of this Agreement

12.1 The Landlord may terminate this agreement or marketing instruction with Independent London Estate Agents before the property is let.

12.2 Where a Landlord withdraws his property after signing its Terms & conditions and agreeing Terms with our introduced tenant(s) Independent London will invoice the Landlord £100 for our fair costs and disbursements.

13 General Terms of Service

13.1 The successful introduction of a Tenant by Independent London Estate Agents involves acceptance of the terms and conditions contained herein.

13.2 A minimum fee of £750 (+ VAT) or £900 INCLUDING VAT applies to all rentals.

13.3 All agreements and arrangements made by Independent London Estate Agents between Landlord and prospective tenants are subject to contract and are not legally binding until both parties have signed a tenancy agreement. It is therefore important that you enable Independent London Estate Agents to sign The Tenancy agreements on your behalf. If you are unavailable at short notice to sign agreements or are overseas permanently or for long periods then you should instruct us to sign any contracts on your behalf, otherwise you will be held responsible at the point of signing by the tenant.

Please sign below to allow us to sign the tenancy agreement on your behalf.

Authorisation

Please sign the Tenancy Agreement arranged between myself and the agreed Tenant/s as I am unable to attend your offices to sign the agreement. I confirm that I have both title and power to enter into an agreement with The Tenant and hereby authorise a representative of Independent London to sign the Tenancy Agreement on my behalf.

LANDLORDS SIGNATURE:

To install as the Smoke Alarm and Carbon Monoxide Detector at my Property.

Please DO NOT install a combined Smoke Alarm and Carbon Monoxide Detector at my Property.
Thank you for choosing Independent London as your agent.

**Address of rental property:**

| Post code: |

**Name of landlord(s):**

If the property is owned by a company please state the name & company registration number below. Please include the names of all owners where a property is jointly owned.

| Company name: |
| Registration number: |

**Details of bank where rent is to be paid:**

| Account holder: |
| Name of Bank: |
| Address: |
| Postcode: |
| Sort Code: |
| Account number: |

**Landlord's correspondence address:**

| Post code: |

**Landlords contact details:**

| Mobile Phone: |
| Daytime/work phone: |
| Home phone: |
| Email address: |
| Other contact: |

Please make sure we have daytime and weekend contact details.

**Utilities**

| Gas account number: |
| Gas supplier: |
| Council Tax Account number: |
| Local Authority: |
| Phone number and supplier: |
| Electricity account number: |
| Water Account number: |

**Please tick level of service required:**

- [ ] 5% Let only sole agent (6% including 20% VAT)
- [ ] 8% Let only multi agency (9.6% including 20% VAT)
- [ ] 5% Managed only service, found your own tenant/s (6% including 20% VAT)
- [ ] 10% Let & managed service combined sole agency (12% including 20% VAT)
- [ ] 3% Renewal waiver fee (3.6% including 20% VAT) see clause 2.8 on page 3

I confirm that I have both title & power to enter into an agreement with Independent London. I hereby instruct Independent London to act as my Rental Marketing Agent.
**Check in & full inventory price list**

Independent London would strongly recommend that all landlords pay for a professional inventory in order to provide evidence of your properties condition should a dispute arise at the end of the tenancy regarding the condition of the property. Please ask your local contact/valuer for advice regarding this check in and inventory price list as are as follows:

### Check in's only

- Studio & 1 Beds £80 + VAT or £96 Including VAT
- 2 Beds £85 + VAT or £102 Including VAT
- 3 Beds £100 + VAT or £120 Including VAT
- 4 Beds £110 + VAT or £132 Including VAT
- 5 Beds £125 + VAT or £150 Including VAT
- 6 and above call for fees

### Inventory price list in, combined inventory & check in is discounted

<table>
<thead>
<tr>
<th>Studios and 1 bedroom</th>
<th>4 bedrooms</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnished inventory only £120 + VAT or £144 including VAT</td>
<td>furnished inventory only £170 + VAT or £204 including VAT</td>
</tr>
<tr>
<td>Inventory and check-in combined £170 + VAT or £204 including VAT</td>
<td>Inventory and check-in combined £220 + VAT or £264 including VAT</td>
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<table>
<thead>
<tr>
<th>2 Bedrooms</th>
<th>5 bedrooms</th>
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<tr>
<td>Furnished inventory only £135 + VAT or £162 including VAT</td>
<td>furnished inventory only £180 + VAT or £216 including VAT</td>
</tr>
<tr>
<td>Inventory and check-in combined £185 + VAT or £222 including VAT</td>
<td>inventory and check-in combined £230 + VAT or £276 including VAT</td>
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<table>
<thead>
<tr>
<th>3 Bedrooms</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
<td>Furnished inventory only £150 + VAT or £180 including VAT</td>
<td></td>
</tr>
<tr>
<td>Inventory and check-in combined £220 + VAT or £264 including VAT</td>
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### Other

- Landlord gas safety certificate upto 3 appliances + Legal requirement £80 + VAT or £96 including VAT
- Energy performance certificate + Legal requirement £75 + VAT or £90 including VAT
- Annual electrical safety inspection + Legal requirement £75 + VAT or £90 including VAT
- Landlord protection plan
  - Gas safety, 3 appliances, boiler service & report
  - Portable appliance test
  - Electrical safety inspection
  - £160 + VAT or £192 including VAT

Please be aware that if Independent London estate agents do not have in our possession a landlords gas certificate 48 hours prior to the commencement of an agreed tenancy, then Independent London will arrange for this to be done at the landlords expense as it is a legal requirement. If you wish to arrange your own then please allow good time to do so and inform us of this, so that the work is not duplicated.

**Please tick if you would like us to arrange any of the following services on your behalf**

- Landlord gas safety certificate upto 3 appliances + Legal requirement £80 + VAT or £96 including VAT
- Energy performance certificate + Legal requirement £75 + VAT or £90 including VAT
- Annual electrical safety inspection + Legal requirement £75 + VAT or £90 including VAT
- Landlord protection plan
  - Gas safety, 3 appliances, boiler service & report
  - Portable appliance test
  - Electrical safety inspection
  - £160 + VAT or £192 including VAT

If you have signed this document Independent London will assume that you have read and understood it, if you have any questions please call your negotiator before you sign. If you have not requested a check in or inventory then Independent London will not arrange this on your behalf. This will almost certainly affect your ability to claim any necessary damage deductions at the end of the tenancy.