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Lettings and Property Management

Terms and Conditions of Business



GENERAL PROPERTY CONDITION

It is essential that the property is presented in a well decorated, clean and tidy condition in order to let the property quickly and at the best possible rental value. Unless other arrangements are made in the tenancy agreement it is the landlord's responsibility to maintain the property in good order throughout the letting. A property can be let fully furnished, part furnished or unfurnished, but in all cases, it should include carpets and curtains (ideally professionally cleaned). Soft furnishings must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988, and all appliances should be tested and serviced if necessary. Explanatory instruction notes regarding appliances and central heating should be left on display, along with any guarantees and service contracts. Fully labelled sets of keys should be left with the tenants and Strakers.

SHOULD I INFORM ANYONE THAT I INTEND TO LET MY PROPERTY?

Yes. If the property is subject to a mortgage, your bank or building society will require details of the tenancy in order to consent to the letting. If the property is leasehold, it may also be necessary to obtain written consent from the freeholder.

HOW WILL LETTING AFFECT MY INSURANCE?

It is important to advise your insurance company in writing that the property is let, and ensure you are covered for third party, public liability and defective premises risks. The landlord is responsible for both building and personal contents insurance during the tenancy. However, the tenants are responsible for arranging insurance cover on their personal belongings taken into the property.

WHAT HAPPENS ABOUT THE COUNCIL TAX?

Whilst your property is let, the tenants will be liable to pay Council Tax. You will become liable to pay the tax if the property is unoccupied between tenancies.

WHAT ABOUT OTHER ASPECTS OF MAINTENANCE?

The landlord is usually responsible for the payment of ground rent, any service charges, most repairs, and maintenance of the property. We maintain lists of reliable contractors to cover all trades; however, you may leave specific instructions with us to use nominated contractors of your choice.

ARE THERE DIFFERENT TYPES OF TENANCY?

The introduction of the 1988 Housing Act has resulted in greater protection for the landlord. Strakers will be able to recommend the most appropriate agreement to suit the circumstances.

HOW WILL I RECEIVE MY RENTAL INCOME?

Net rental receipts will be transferred into your bank or building society account as soon as is practicably possible upon receipt from the tenant, and an itemised statement highlighting all receipts and expenditure will be forwarded to you.

HOW ARE THE TENANTS SELECTED?

Finding a suitable tenant is a vital part of letting your home and we feel our tenant selection process is second to none. We will appoint a National Independent Referencing Agency to conduct a number of references and financial checks to ensure everything possible is carried out to look after your interests. Our aim is to select a reliable tenant for your property that you are happy with.

AM I LIABLE TO PAY TAX ON MY RENTAL INCOME?

The income derived from letting your property is subject to UK tax, and your position varies considerably on whether you are regarded as a UK resident or a non-UK resident.

UK RESIDENTS

If you are a UK resident you will receive the usual personal allowances applicable to your circumstances, which may be offset against all your taxable income. Income from letting a property is subject to income tax at the basic rate of profit. Profit is assessed after deducting the following outgoings from rent received:

- a) Any water rates paid by the landlord
- b) Insurance premiums related to the cover of premises and contents
- c) Repairs - but not replacements
- d) Maintenance contract payments
- e) Agents fees - including VAT
- f) Mortgage interest - excluding tax relief subject to reductions coming into force between 2017 and 2020.
- g) Wear and tear

UK NON-RESIDENTS

If you are planning to live abroad while your property is tenanted, you are likely to be classified by the Inland Revenue as non-resident for tax purposes. In such circumstances, Strakers will be held liable by the Inland Revenue for taxes due on income arising from rents received. The requirements and obligations for an agent in this respect are set out in the Taxation of Income from Land (Non-resident) Regulations 1995. In order to meet this obligation, we are obliged to retain tax at the basic rate from rents received. However, under the new tax regulations you can apply to the Inland Revenue to receive UK rental income with no tax deducted by completing a Non- Resident Landlords Scheme form online on the HMRC website. Please ask Strakers for further details. Please note this also applies to members of the Foreign Commonwealth Office and Armed Forces.

WHO WILL PREPARE THE INVENTORY/SCHEDULE OF CONDITIONS?

The property must be left ready for immediate occupation by a tenant at the time of making an Inventory. This is an important document which lists all contents of the property together with a detailed Schedule of Conditions of the contents and decorations. Strakers will arrange this on your behalf. The cost of an Inventory/Schedule of Conditions depends on the size of your property, although at the time of letting we will be able to give you a clear idea of the costs involved.

WHAT IS TENANCY DEPOSIT PROTECTION (TDP)

From 6 April 2007, all tenancy deposits taken (for example a tenant's money held against possible damage, cleaning or other breaches) by landlords (or agents on behalf of landlords) in connection with an assured tenancy in the private rented sector must be protected by law under an authorised tenancy deposit protection scheme.

CHECK-OUT

The tenant will be invited to accompany the Landlord or Property Manager to the check-out on the last day of tenancy. A check will be done against the original Inventory/Schedule of Condition. All keys must be surrendered on this day.

INVENTORY

The tenant will be provided with 2 copies of the Inventory & Schedule of Condition at sign up. They are then required to check the detail, sign and return one copy within 7 days of the tenancy start date. The tenancy agreement provides that failure to return the inventory within 7 days will result in it being accepted as a final and complete representation of the property and its contents although it remains in the discretion of the court/tenancy deposit adjudicator to make findings of fact in relation to the condition of the property.

WILL YOU KEEP A CHECK ON MY PROPERTY?

Within our Fully Managed service we will visit your property on a regular basis. This enables us to ensure your property is being cared for and to take any action before a problem develops. From our experience, we have found that the tenants' standard of care is considerably higher if they realise the managing agent is taking a real interest.

FURNITURE & FURNISHINGS (FIRE) (SAFETY) REGULATIONS

All soft furnishings (upholstery and upholstered furnishings, loose fittings, permanent or loose covers, etc) must comply with the Furniture and Furnishing (Fire) (Safety) Regulations 1988. It is an offence to "supply" furniture which does not meet with the Fire Resistance Requirements. Please ask Strakers for more information and our Landlord's Guide.

WHAT DO I DO ABOUT GAS SAFETY REGULATIONS?

It is a legal requirement for the Landlord to obtain a Landlords Gas Safety Certificate prior to the start of tenancy, and annually thereafter.

ELECTRICAL INSTALLATION CONDITION REPORT (EICR) REGULATIONS

It is a legal requirement for the Landlord to obtain an EICR prior to the start of tenancy, and every five years thereafter.

ELECTRICAL EQUIPMENT (SAFETY) REGULATIONS

These impose an obligation on landlords to ensure that all electrical appliances are safe. We recommend that as a minimum precaution all properties must contain a Residual Circuit Device (RCD) in at least one dedicated ground floor socket to be used for any outside electrical equipment. Strakers will be able to advise you accordingly.

ENERGY PERFORMANCE CERTIFICATES

All rented properties must have a valid EPC prior to the advertising or letting of the property. An EPC is valid for 10 years.

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Residential Lettings

Terms and Conditions of Business

INTRODUCTION

This document sets out the standard Terms and Conditions under which Strakers will provide services to you and also sets out your responsibilities as Landlord. Please read this Agreement carefully. Please speak to us if there are any parts of this Agreement you do not understand. You will be bound by this Agreement as soon as you sign and return it to us.

SOLE AGENCY

When we are appointed, you agree that we will act on a sole agency basis for a period of four weeks, unless otherwise agreed in writing. This means that you will be liable to pay our fees, in addition to any other costs or charges agreed, if at any time, unconditional contracts for the letting of the Property have been signed:

- with a Tenant introduced by us during the period of sole agency; or
- with a Tenant with whom we had negotiations about the Property during that period; or
- with a Tenant introduced by another agent or any other person, including you during that period.

It is important to note that if you instruct another agent to act for you as well as us you will have to pay the fees due under this Agreement to us regardless of whether or not you also owe a fee to the other agent. If other agents are instructed after the sole agency period or you wish to instruct us with other agents, the fees payable will be the equivalent of one month's Rent but subject to a minimum charge as detailed in our Fees and Commission Section of this Agreement.

SERVICES

1. INTRODUCTORY SERVICE

In providing our Introductory Service we will do the following:

- 1.1 View your Property and provide you with an indication of the current market rent achievable.
- 1.2 Agree with you in advance the Rent to be quoted for your Property. Unless otherwise agreed, the Rent quoted by us will include those payments for which you are liable as Landlord such as ground rent, service charges, etc., but will exclude those payments for which the Tenant is in most circumstances liable, for example gas, electricity, other fuel charges, telephone, water rates including sewerage and environmental charges and council tax or any charge which may replace it.
- 1.3 Market your Property as appropriate at the agreed Rent, to inform suitable applicants of the availability of the Property by erecting a "To-Let" board and by advertising in appropriate publications or other means deemed suitable. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the freeholder or other interested party, or local bye-laws, or conservation area restrictions prevent the erection of a Board.
- 1.4 Accompany prospective Tenants on viewings of the Property or arrange a mutually convenient appointment for them and us to meet you at the Property.
- 1.5 Negotiate the terms of the offer and any special conditions on your behalf. The negotiations will be subject to contract. Where appropriate, we may take a holding deposit from the applicant and hold it in compliance with the Tenant Fees Act 2019 which limits the amount of a holding deposit to one week's rent. The Act prescribes the circumstances in which a holding deposit may be retained and when it must be refunded and we will act in accordance with those requirements. If the tenancy proceeds the holding deposit must be returned to the tenant or paid towards the rent or deposit.
- 1.6 Acceptance of the agreed terms of the offer on your behalf.
- 1.7 Take up references on the applicants through a reference agency who have informed us that they try to obtain some or all of the following:
 - 1.7.1 employers' reference;
 - 1.7.2 previous landlord's reference if applicable;
 - 1.7.3 credit check;
 - 1.7.4 right to rent check.If we do not receive contrary instructions from you in writing within 7 days we will

proceed with the letting of the Property with your full authority, provided that the Tenant has passed the Right to Rent check and we have a signed copy of this Agreement and any necessary funds. When we proceed, we take no responsibility for the accuracy of the references or the information contained in them, unless it is due to our negligence or breach of contract.

- 1.8 Provide the applicants with a copy of a standard Tenancy Agreement to allow them to obtain legal advice to ensure that all obligations within the contract are clearly understood and, where the tenancy is an assured tenancy within the Housing Act 1988 regime, provide the current Government information sheet and any other prescribed information required from time to time, and provide a copy of the Gas Safety Record, EICR and EPC where applicable.

- 1.9 Draft an appropriate Tenancy Agreement including any special conditions agreed by both parties signed by or on behalf of the Landlord and a counterpart Tenancy Agreement which is signed by the Tenant. Where the tenancy is an assured tenancy within the Housing Act 1988 regime, we will ensure that the agreement and/or accompanying written statement includes the terms and information required by section 16D of the Housing Act 1988 and any regulations made under it (including the Assured Tenancies (Private Rented Sector) (Written Statement of Terms etc. and Information Sheet) (England) Regulations 2026 where applicable). If any amendments are made by your solicitor to our standard contract a charge will be made for the amendments which are listed in Additional Charges. If you wish to use a Tenancy Agreement drafted by your own solicitor you should provide us with a draft in reasonable time before the Tenancy is due to commence. It is our standard practice to ask the Landlord to sign the Tenancy Agreement but if you have requested us in writing to sign documentation on your behalf as your Agent in a form first approved by you, then you will be legally and contractually bound by the terms of that Tenancy Agreement.

1.10. Depending upon the circumstances different types of Tenancy will be created. The most common types of Tenancy are as follows:

- 1.10.1 If the applicant is an individual or individuals and they are going to occupy the Property as their principal home and the net rent is £100,000 or less per year we will usually use an assured tenancy under the Housing Act 1988. Following commencement of the Renters' Rights Act 2025, private rented sector assured tenancies are generally monthly periodic rolling tenancies and section 21 notices are not available. If the Tenant fails to give up possession when required, the Landlord can only recover possession by relying on one or more statutory grounds and, where required, obtaining a court order. Some grounds for possession (for example the landlord or a family member wanting to occupy the property or the landlord wanting to sell) are not available in the first 12 months of the tenancy.
- 1.10.2 If the net rent payable is more than £100,000 per year or at a proportionate level for a shorter tenancy, the tenancy cannot be an assured tenancy. We will use a Common Law Agreement, which gives less legal protection to the tenant, most of the protection for both parties being contained within the tenancy agreement. Although this is not governed by the Housing Act 1988 it is nevertheless subject to other statutory regulation such as the Protection from Eviction Act 1977, which means you must obtain a possession order from the county court before a Tenant can be evicted.
- 1.10.3 If the tenant is a company, it will be a tenancy outside the protection of the Housing Act 1988 and is subject to common law. Generally speaking, these involve more pre-contractual negotiation. These tenancies are known as Company Let tenancies, although this is a descriptive rather than legal term. The Tenancy Agreement is drawn up with special clauses to reflect that the Tenant is a company and that the occupiers will be (usually) the employees of the Tenant company. There are no rent restrictions.

Tenancy Agreements which are outside the Housing Act 1988 can be for a fixed duration, run from month to month (a periodic tenancy), or be a combination of the two. For private rented sector assured tenancies under the Housing Act 1988 (as amended), fixed terms are generally not permitted and the tenancy will usually run from rent period to rent period, usually monthly.

1.10.5 If the lender, superior landlord, or the insurer impose special condition that should be included within the Tenancy Agreement it is the responsibility of the Landlord to inform the Agent prior to the start of the Tenancy so that the obligations can be included within the Tenancy Agreement. Obligations cannot be imposed at a later date.

1.11 Arrange for the preparation of an Inventory and Schedule of Condition prior to the commencement of the Tenancy. This document is required to reduce the risk of a dispute arising regarding any deductions from the Deposit at the end of the Tenancy. Preparation of the Inventory is subject to a fee which is listed in Additional Charges. It is

The responsibility of the Landlord to provide full descriptions of all items which are of particular or sentimental value preferably with the insurance description and if applicable a photograph. If the plants and trees in the garden are of major importance details must be provided. We recommend that you pay for a gardener under these circumstances. If you do not have an inventory and schedule of condition, you will not be able to prove the condition of the Property at the start of the Tenancy and may not be able to obtain compensation from the Tenant either through any Tenancy Deposit Protection Scheme or through the County Court if damage occurs. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory. We accept no liability for errors or omissions in the Inventory and Schedule of Condition unless it is due to our negligence or breach of contract.

1.12 Collect the Deposit. The way we treat the Deposit will depend on whether we need to comply with the current legislation under the Housing Act 2004. If the Tenancy is an assured tenancy to which the tenancy deposit protection requirements apply, the Deposit must be protected in a tenancy deposit scheme. We currently use the Tenancy Deposit Scheme (TDS). We will register the Deposit and transfer it to TDS within thirty days of the Tenancy commencing or the Deposit being taken whichever is the earlier. If you wish to protect the Deposit it is your responsibility to comply with the legal requirements for protection of deposits and serving any prescribed information and scheme terms within the required timescales. We will require written proof of the protection.

If the Tenancy is outside the protection of the Housing Act 2004, we will hold the deposit in our client account in a stakeholder capacity unless you request in writing that it is passed to you in which case we will send it to you within 5 working days of receipt. Stakeholder means no deductions can be made from the Deposit at the end of the Tenancy without the written consent of both parties. If the Tenant is giving a Guarantee instead of or in addition to a cash deposit, we will obtain the signed Guarantee on your behalf.

1.13 Collect the first month's Rent and, if the first month's Rent is insufficient to pay the fees and charges due to us under this Agreement, the balance of fees from the Landlord is payable to Strakers prior to the release of keys to the Tenant at the start of the tenancy.

1.14 Rent payments will be made direct to the Landlord's bank account. You will need to inform us of your bank details which will then be provided to the Tenant in order for their Rent payments to be paid to you directly.

1.15 Advise you that it is your responsibility to inform the utility suppliers, the telephone company and the local authority of the date the Tenant occupies your Property and to remove your name from the accounts. It is your responsibility to pay any outstanding utility charges and council tax up to and including the date upon which the Tenant occupies the Property and for any void period between tenancies. You must provide the suppliers with your new address (if applicable) so that final invoices are sent to you direct. We will advise the Tenant of the necessity of transferring all accounts into their name at the start of the Tenancy and the procedure to follow at termination.

1.16 Request a minimum of three complete sets of keys for your Property, unless there are a larger number of occupiers when additional sets may be required. If we manage the Property we need a set to be retained by us to enable access for maintenance and in an emergency. If you are unable to supply three complete sets, we will arrange to have them cut at your expense. This will incur an administration charge as detailed in Additional Charges. We recommend that if the Property has recently been purchased or if there are any lost or unaccounted keys to the Property, locks are changed before a tenancy commences. We cannot be held liable for lost or unaccounted keys unless it is due to our negligence or breach of contract.

1.17 Operate a secure tag system which ensures that third parties cannot identify which property a set of keys belongs to. If the keys are lost or unaccounted for, liability is Strictly limited to the cost of cutting a new set of keys, unless any loss is due to our negligence, or breach of contract.

1.18 Provide details of the Property on a commission sharing basis to other agents unless we receive your specific instructions to the contrary. This action involves you in no additional expense and increases the chance of letting the Property.

1.19 Advise that if we are not managing the Property we do not arrange any repairs or maintenance. It is the Landlord's responsibility or his appointed managing agent to manage the Property on a daily basis.

1.20 Warn that if a formal offer has been made by an applicant which you accept and subsequently you inform us that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer. If you refuse to proceed the applicant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her. Caution that if you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions that by signing this Agreement you agree to meet some of the costs and the expenses incurred up to the sum of £300.00 plus VAT (£360.00 including VAT).

1.21 Advise that you must notify us of any change in your residency.

1.22 Advise that you arrange for all mail to be redirected by the Post Office to your new address. It is not part of our normal function to forward your mail therefore no responsibility can be taken for mail sent to you at the Property.

2. RENEWAL SERVICE

2.1 Contact you as appropriate to ascertain whether any new agreement or variation is required. Where the tenancy is a private rented sector assured tenancy under the Housing Act 1988 (as amended), there is no renewal process in the usual sense because the tenancy is generally periodic, but we can assist with rent review, agreed variations and, where instructed, service of any statutory notices. We will review the Rent and advise you if a rent increase is possible or desirable depending upon current market conditions. You must confirm to us in writing if you wish any documentation to be prepared or notice served. We do not serve notices on the Tenant unless you instruct us to do so in writing.

2.2 Contact the Tenant asking if they wish to renew the Tenancy (if outside the Housing Act 1988 regime) and advising of any proposed rent increase, once written confirmation has been received from you requesting renewal. We will then negotiate between the two parties if required.

2.3 Prepare the relevant documentation for both parties including any additional clauses agreed between the parties varying the terms of the original Tenancy where a variation is required. The documentation will be sent to both parties for signature.

2.4 Try to ensure both parties sign the documentation by the date on which the variation or new agreement is intended to take effect. However, if the Tenant or the Landlord fails to return the Tenancy Agreement the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our fees will be payable for the duration of the Tenant's occupation of the Property whether under the old or new terms.

2.5 Accept no liability if the Tenant or the Landlord fails to return the signed Tenancy Agreement although we will make every reasonable effort to obtain the signed documents.

2.6 Complete the contract once the signed documents are received by dating them and sending the documents received to the relevant party. If requested, you will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.

2.7 Invoice for our fees as detailed in this Agreement in advance and deduct the monies from the next Rent payment and any subsequent Rent payments if necessary. If the Landlord is collecting the Rent our total fees become due and payable within 14 days of the Landlord being sent an invoice. Late payments may attract interest. We reserve the right to charge interest on late payments at the rate of 3% above the Bank of England Base rate.

2.8 Serve a notice under section 13 of the Housing Act 1988 where a rent increase is proposed for an assured tenancy and the statutory procedure is available. The Rent can only be lawfully increased in accordance with the statutory rules and, where applicable, only once in any 12-month period.

The notice advises the Tenant of their right to challenge the increase by applying to the First tier Tribunal (Property Chamber), which may result in a hearing. If we are requested in writing to serve the Notice, we will make an administration charge as shown in Additional Charges. The Tenant may make a counter proposal. If this circumstance arises, we will ask you whether you wish to accept the offer or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf. You will be responsible for their fees and expenses including VAT.

3. MANAGEMENT SERVICE

In providing our management service we will in addition to the services outlined above do the following:

- 3.1 We will collect the rent and provide you with monthly (or quarterly) statements of account, and include copies of relevant invoices, vouchers and receipts if relevant. The UK banking system can take up to 10 days to clear funds paid to us by means of standing order or cheque and to transfer them less our fees, expenses paid on your behalf and any other monies due to us into your account.
- 3.2 Pay from the Rent received such outgoings as ground rent, service charges, maintenance contracts, etc., on the basis that we hold sufficient funds to make the payments. If we hold no funds we take no responsibility for payments or for any loss you may suffer due to late payment unless it is due to our negligence or breach of contract. It is your responsibility to instruct these service providers to contact us direct and provide us with the relevant statements or invoices. We cannot act on your behalf in any dispute arising from these requests for payment and accept no responsibility if there is a dispute unless it is due to our negligence or breach of contract.
- 3.3 Inform the utility suppliers and the local authority of the dates the Tenant occupies and leaves your Property and to remove and add your name from the accounts. It is your responsibility to pay any outstanding utility charges and council tax up to and including the date upon which the Tenant occupies the Property and for any void period between tenancies. If we are no longer managing your Property after the end of a tenancy You must provide the suppliers with your new address (if applicable) so that final invoices are sent to you direct. We will advise the Tenant of the necessity of transferring all accounts into their name at the start of the Tenancy and the procedure to follow at termination and may, with their agreement, undertake that process on their behalf.
- 3.4 We may use the services of a third party in performing the duties in clause 3.3 (above). You hereby confirm that You authorise Us to take the following actions on your behalf in connection with the supply of utilities (gas, electricity and water) to each Property and in relation to the liability for Council Tax:
 - 3.4.1 To enter into contracts with utility suppliers selected by Us and to terminate any existing contracts with utility suppliers;
 - 3.4.2 To instruct utility suppliers or a third party of our choosing to manage and administer utility supply contracts and the liability for Council Tax; and
 - 3.4.3 To provide the Landlord's information (including any personal data relating to the Landlord and/or any of its officers, employees or agents) to and for use by any relevant utility supplier (and its agents, contractors and partners), the local authority or third party for the purposes of performing the duties in this clause and clause 3.4.
- 3.5 Retain from the first payment of Rent the sum of £200.00 which will be held to create a fund ("the Repair Fund"). We will then retain enough money from each subsequent rental payment with such monies again being added to the Repair Fund to ensure it is maintained at £200.00 throughout the Tenancy.
- 3.6 A Strakers Property Manager, or a third party, will attend the Property on a regular basis to ascertain the condition of the Property (after 3 months of the commencement of the Tenancy and every 6 months thereafter):
 - 3.6.1 If a serious defect is reported to us and you wish further investigation we will visit the Property. This visit will be subject to a fee which is outlined in Additional Charges. We will submit a written report to you on each occasion if requested in writing.
 - 3.6.2 If you require more frequent visits, you must notify us in writing of the frequency of the visits during the course of the Tenancy.
 - 3.6.3 Any attendance at the Property and any associated report can only pinpoint obvious visual defects and will not be an expert investigation or structural survey of the Property. We cannot accept responsibility for hidden or latent defects.

visit is not a check of the inventory but constitutes a general "walk through" of the Property.

- 3.6.4 Any non-routine attendance by a qualified person for a structural survey or other specialist work would be subject to an additional fee which will be discussed with you at the time of instruction.
- 3.6.5 We attempt to ensure the accuracy of any written or other report supplied to you following an attendance at the Property, but we can accept no liability for the accuracy or otherwise of any statement made unless it is due to our negligence or breach of contract.
- 3.7 Deal with day-to-day management matters including minor repairs and routine works to comply with your obligations in the Tenancy Agreement, up to a value of £200.00 including VAT. By signing this Agreement you give us authority to instruct contractors on your behalf and deduct the cost of their invoices up to a maximum of £200.00 including VAT except in an emergency.
- 3.8 We may receive commission from some contractors and suppliers of services in consideration for regular supply of work. This enables Strakers to offer the Landlord a competitive 24 hour, 7 day a week and Bank Holiday call out service for works required on behalf of the Landlord. Details of any commissions will be shown on any quotations. Cleared funds will be required prior to repair or maintenance works being instructed. Strakers are not liable for any loss or damage suffered by the Landlord on works carried out for and on behalf of the Landlord, unless loss or damage is due to negligence or breach of contract.
- 3.9 We can use a particular contractor if requested by you provided we have copies of their professional qualification, public liability insurance and the person is readily available. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord we, the Agent, will not be liable for any loss suffered by you.
- 3.10 Pay contractors for work undertaken to the Property (provided that we hold sufficient funds) unless we are notified by You or the Tenant that the work is considered to be sub-standard in which case we will seek your specific instructions. We will not routinely check the work carried out by contractors.
- 3.11 We are not liable for any loss or damage suffered by the Landlord if we are unable to carry out repairs or maintenance because we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.
- 3.12 Seek your approval where it is necessary to organise and supervise works of redecoration, renewal, replacement or repair costing over £200.00 inc VAT except in an emergency and/or when it is impractical.
- 3.13 Try to contact you to obtain your specific written authority to incur any expense if repairs or replacements are likely to exceed £200.00 including VAT except in situations deemed to be emergencies. If we do not receive contrary instructions from you in writing within 14 days of a written request for instructions we will proceed to act as we deem appropriate having regard to your contractual and statutory obligations.
- 3.14 Require cleared funds from you sufficient to meet the liability before arranging for any works to be carried out. We have no liability for any loss or damage suffered to the property any third party or by you if we do not hold funds and are unable to arrange any necessary work, unless the loss or damage is due to our negligence or breach of contract.
- 3.15 Carry out repairs, maintenance and cleaning as deemed required by the check-out report of the Inventory and Schedule of Condition at the end of the Tenancy subject to holding the necessary funds and obtain estimates for any major repair works as required by the check-out report. The estimates for all repairs and damage that are deemed to be the responsibility of the Tenant will be submitted to both parties. Written consent from both parties will be required before the deductions can be made from the Deposit or the whole or balance of the Deposit can be released. Any maintenance issues which are your responsibility will be agreed with you prior to work being done provided cleared funds are held.
- 3.16 Pay from rent received, any cleaning, or minor repairs on a change of Tenancy during your continued appointment. By signing this Agreement you give us authority to make such payments without prior reference to you. If you agree to a change of Tenant during an existing Tenancy, we reserve the right to make an additional charge to cover the cost of taking references, credit searches, renewing the Inventory and Schedule of Condition or arranging for any new Tenant to enter into the Tenancy Agreement and the service of appropriate notices.

- 3.17 Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work on your behalf. Where this is not possible, we may be able to arrange to meet the contractor at the Property. We will charge waiting time at the Property as shown in the Additional Charges. We do not meet contractors if we do not manage the Property.
- 3.18 Manage your Property during a void period subject to the charges specified in our Additional Charges because supervision of the Property is not part of our management function when it is unoccupied. For this service we will do the following:
- 3.18.1 Visit the Property once a week during office hours being Monday to Friday between 9am and 5pm.
- 3.18.2 Inform you of any lack of repair or maintenance but we will not instruct a contractor unless we hold cleared funds, you confirm in writing we may deduct the cost of the contractor from those funds and you agree in writing to pay our administration fee for arranging the contractor as shown in the Additional Services.
- 3.19 Retain 50% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Property and find a new tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and you have to refer the matter to the TDS to gain compensation for your losses from the Deposit.
- 3.20 If requested in writing to serve a Notice on the Tenant to terminate the tenancy or any extension of it.

4 BUY TO LET SERVICE

In providing our buy-to-let service we will do the following:

- 4.1 Agree with you in advance certain parameters for our search including the type and location of the property, the purchase price and the potential achievable rental income for each price bracket.
- 4.2 Explain the out-goings that you can expect to pay when purchasing the investment property.
- 4.3 Introduce you to independent financial advisors, accountants and solicitors who are known to us to provide buy-to-let services and advice. We cannot accept any liability for the advice and services provided by any person introduced to you by us unless it is due to our negligence or breach of contract. You will be responsible for the fees and charges arising from the instructions given by you for any person introduced to you.
- 4.4 Search for a property within the agreed parameters and notify you of potential investment opportunities. If requested arrange a mutually convenient appointment for you to view the investment property with the landlord of the property or his agent.
- 4.5 Negotiate on your behalf if a potential investment property is identified and you wish to proceed with the purchase in order to secure the lowest purchase price. We cannot accept any liability or loss arising out of your purchase due to change of market conditions or any structural or other defect with a property unless it is due to our negligence or breach of contract.
- 4.6 Arrange, if requested, for quotes to decorate, alter, or furnish your property and arrange for the subsequent implementation of those quotes on completion of your purchase. We cannot arrange for any works without holding cleared funds sufficient to meet the liability and clear written instructions. We cannot accept any liability for works carried out by any contractors instructed on your behalf unless it is due to our negligence or breach of contract.
- 4.7 Our fee for this service is 1% plus VAT of the purchase price of the investment property together with any other agreed costs incurred and is payable on completion.

5 GENERAL TERMS AND CONDITIONS

5.1 Tenants Breach of Covenant

- 5.1.1 If the Tenant falls into rent arrears and you have purchased a Rent Protection product, we will notify the provider as soon as reasonably practicable after we have been put on notice of the breach. They will manage the process of recovering arrears direct from the Tenant and, if necessary, instruct their panel solicitors to issue court proceedings for possession of the Property on your behalf. You agree and authorise the provider to act on your behalf to take such steps as they deem reasonably necessary and appropriate to recover rent arrears and possession of the Property on your behalf and in your name. You further agree to comply with such terms of the Rent Protection product as may reasonably be required by the provider and notified to you, and authorise us to pass to the provider such information and documentation as required by them to undertake these services.

- 5.1.2 If the Tenant falls into rent arrears or leaves the Property of his own accord prior to the expiration of the Tenancy or breaches any other covenant and you have not purchased a Rent Protection product, you will be informed as soon as reasonably practicable after we have been put on notice of the breach. We cannot accept any liability for the failure of the Tenant to fulfil the obligations under the Tenancy Agreement unless it is due to our negligence or breach of contract. If the Tenant breaches the terms of the Tenancy Agreement you will need to instruct solicitors to take further action. You will be responsible for the legal charges and associated expenses.
- 5.1.3 We cannot take legal action on your behalf nor can we accept liability for arrears or breaches of covenant unless it is due to our negligence or breach of contract.
- 5.1.4 We make a separate charge for time spent in the preparation for, and attendance at any court proceedings arising from action taken against the Tenant unless you have purchased a Legal and Eviction Cover product, in which case no additional charge will apply. See Additional Charges for full details.

5.2 Consent for Letting

By signing this Agreement you confirm that you are the legal owner of the property or that you are legally entitled to grant a Tenancy of the Property. If the Property is registered with the Land Registry we reserve the right to obtain office copy entries.

5.3 Leasehold Property

If you are a leaseholder, you will normally require the consent from your superior landlord, freeholder or their managing agent before you can sub-let the Property. In giving consent the superior landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let which will be your liability. We will need a copy of the head lease together with any schedules referred to therein so that we can attach a copy of this to our draft Tenancy Agreement. If the Tenant is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon the Tenant. This could lead you to breach the terms of your lease.

5.4 Mortgaged Property

If the Property to be let is subject to a mortgage or loan, it is important to ensure that written permission is obtained from the mortgagee or lender. By signing this Agreement you confirm to us that you hold written consent. A copy of the draft Tenancy Agreement can be supplied to the mortgagee on receipt of a written request, but subject to our administration fee as shown in Additional Charges. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. It should be noted that the mortgagee or lender will usually have power to terminate the letting if mortgage payments or loan repayments, or any other requirement of the mortgage or loan, are not met.

5.5 Insurance

It is essential that the Property and contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Property is let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Property remains vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if a Tenant or a visitor to the Property sues for personal injury. You must give us copies of the relevant sections of the policies to attach to the Tenancy Agreement at the start of the Tenancy, to enforce any special terms upon the Tenant especially those referring to vacant periods. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy which covers loss of rent and contents, and legal expenses cover.

5.6 Defective Premises Act 1972

Under the Defective Premises Act 1972 the Landlord is liable as owner for any occurrence originating from a defect or lack of repair that the Landlord knows of or should have been aware. If the Tenant suffers loss due to the defect the Landlord will be liable to compensate the Tenant. The Agent assumes that the Property has no defect unless advised to the contrary. If you require a survey to be carried out we will arrange it at your expense upon written request. Many building insurance policies provide cover against claims under this Act, but you should check your own policy to ensure you are covered.

5.7 Income Tax

- 5.7.1 You will be liable for tax on rental income and you must inform HMRC that you are letting the Property. There are a number of allowances that you can claim against this rental income. You should seek advice from your accountant or from the HMRC website, which can be accessed on www.hmrc.co.uk. You must also keep all your invoices for six years for tax purposes. You should also be aware that we forward a form to HMRC annually detailing all landlords whose property we have let and for whom we collect the Rent regardless of the country of residence of that landlord.

5.7.2	Non Resident Landlords HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from the above website after accessing Quick Search and entering "Non Residents landlords Scheme". Until that approval number is given to us by HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate. This money is forwarded to HMRC on a quarterly basis. If you are not accepted into the Non Resident Landlord Scheme and we deduct tax from your lettings income we will make an administration charge for preparing the quarterly return, your certificate of tax deducted and forwarding monies to HMRC as detailed in the Additional Charges. If the Tenant pays you direct and he has not received approval from HMRC to pay the gross Rent to you the Tenant must deduct tax at the basic rate and forward it to HMRC on your behalf. No person is exempt from this requirement.	5.9.6	Energy Performance Certificate ("EPC") All properties going on the market for letting must have an EPC and must achieve a minimum energy performance rating of E from April 2018 unless the Property is registered on the PRS Exemptions Register. We cannot market any non-exempt Property for rent which does not meet the minimum EPC rating. A copy must be available to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The premises cannot be marketed without an EPC as the EPC rating must be provided to the applicant with written instructions. A fixed penalty for every Property marketed without an EPC may be imposed by Trading Standards Officer. We can arrange an EPC subject to the charge shown in the Additional Services as well as the cost of the EPC OR We will arrange an EPC at our cost and will retain ownership. This means we do not provide a copy to any other party. The Landlord must pay us a fee of £250.00 to gain ownership of the EPC.
5.8	Statutory Applications We will only deal with applications for fair rents, or other court or tribunal matters, by special arrangement, and for which additional charges will be agreed with you in advance.	5.9.7	Legionnaires' Disease The effects of the control of Substances Hazardous to Health Regulations 2002 and Section 3(2) of the Health and Safety at Work Act 1974 are that: 1. Landlords who provide residential accommodation must consider, assess and control the risks of exposure to Legionella to their tenants; 2. All water systems require an assessment of the risk to be carried out by a 'competent person'. 3. It is your responsibility to arrange for the risk to be assessed by a competent person (which may be the Landlord) and by signing this agreement you confirm you have complied with these requirements. The Health and Safety Executive publish practical guidance on Landlords' responsibilities and the assessment of risk: http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm
5.9	Safety Regulations	5.10	Terminating a Tenancy Tenancies can only be brought to an end in accordance with the applicable legal regime. For private rented sector assured tenancies under the Housing Act 1988 (as amended), the tenant may end the tenancy by giving the required notice and the landlord can only recover possession by relying on one or more statutory grounds and obtaining a court order where required. For tenancies outside the Housing Act 1988, termination will be governed by the agreement, any applicable statutory protections and, where necessary, a court order. We do not serve notices on your behalf, unless requested in writing. If we do not manage the Property a charge will be made for service of a Notice.
5.9.1	The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993. It is a criminal offence, punishable by a fine and/or a prison term, to let Property with furniture or soft furnishings which cannot be proven to comply with the above safety regulations. It is your responsibility to comply with those Regulations and by signing this Agreement you warrant to confirm that all furniture and soft furnishings comply with the Regulations and you authorise us by signing this agreement to remove any item that does not have a fire label attached to it. The Regulations apply to all upholstered furniture which must carry a permanent label and include three-piece suites; beds and divans including the upholstered bases; padded headboards; sofa-beds; furniture with loose or fitted covers; children's furniture; cots and other items used by a baby or small child; cushions; high-chairs; mattresses of any size; pillows; garden furniture which may be used indoors.	5.11	The Deposit We will normally hold the Deposit if it is an assured tenancy to which the tenancy deposit protection requirements apply unless specifically requested by the Landlord in writing to transfer it to him and the prospective Tenant agrees in writing.
5.9.2	The Electrical Equipment (Safety) Regulations 2016 and The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Property comply with the above Regulations. This includes obtaining an Electrical Installation Condition Report (EICR) from a suitably qualified person prior to the commencement of the tenancy and at intervals of no more than five years thereafter, or earlier if recommended within the report. Any remedial or investigative works identified as necessary in the EICR must be carried out within the timescales prescribed by legislation. A copy of the EICR must be provided to the Tenant prior to occupation and to the local authority on request. In addition, all electrical appliances provided by the Landlord must be safe, and the Landlord remains responsible for ensuring ongoing compliance with applicable electrical safety legislation.	5.11.2	We will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to the TDS. We will not negotiate deductions between you and the Tenant unless managing the property but will inform TDS how the Deposit is to be released by completing the relevant documentation once both parties confirm in writing the deductions to be made.
5.9.3	Gas Safety (Installation and Use) Regulations 1998 It is a criminal offence to let a Property with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than 12 months previously. If this GSC is not sent to us when you return these Terms and Conditions of Business you give us authority to arrange for a gas safety check. The GSC will need to be renewed at 12 monthly intervals. A copy of the GSC must be given to the Tenant at the commencement of the Tenancy and within 28 days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No tenancy can commence until we are in receipt of a valid GSC. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.	5.11.3	If we manage your Property we will retain 50 % of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Property and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to TDS to gain compensation for his loss from the Deposit
5.9.4	Part "P" Building Regulations (Electrical Safety in Dwellings) From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at Property. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Property. If the Landlord wishes to use his own contractor, we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof, we will instruct our own contractor if managing the Property.	5.11.4	The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.
5.9.5	The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 apply to all private rented properties and require at least one smoke alarm installed on every storey which is used as living accommodation, and a Carbon Monoxide Alarm in any room used as a living accommodation containing a fixed combustion appliance (excluding gas cookers), and contain an ongoing repair or replace duty once notified and confirmed faulty. The Landlord must make sure the alarms are in working order at the start of each new tenancy. Further, the Building Regulations 2010 require all newly built premises to have mains fitted smoke alarms with battery back up. It is your responsibility to comply with the legal requirements of smoke and carbon monoxide alarms and by signing this agreement you confirm that you have complied with those requirements. If we are providing our management service we will arrange at your expense for installation and testing of such smoke and carbon monoxide alarms as are required to comply with your legal responsibilities	5.12	Preparation of Documents for a Dispute If we have to prepare documentation in the form of photocopies or other relevant publishing material for a dispute through TDS, court or by tribunal, we will charge a fee as detailed in Additional Charges for this service.

5.13 Incorrect Information

By signing and returning this Agreement you warrant that all the information you have provided to us is correct to the best of your knowledge and belief. In the event that you have provided incorrect information which causes us to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate us for all losses suffered.

5.14 Holding the Deposit outside TDS

If you decide to hold the Deposit yourself you must register it with an authorised tenancy deposit protection scheme within 30 days of receipt where the tenancy deposit protection requirements apply. If you fail to do so the Tenant can take legal action against you in the county court. The court may make an order requiring you to repay the Deposit or protect it, and may order you to pay financial compensation. Non compliance may also restrict your ability to recover possession. We have no liability for any loss suffered if you fail to comply.

5.15 HHSRS

All private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a statistical means of measuring hazards and risk of injury at a property. It is your responsibility to ensure the compliance of the Property. If we accept an instruction to let your Property and subsequently an order is served to comply with the HHSRS, you agree that our reasonable costs for compliance due to the order being served upon us may be deducted from the rent or other money received or alternatively you agree to reimburse us within 14 days of written demand.

5.16 Right to Rent Checks

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. From 1 February 2016 the Act requires right to rent checks to be made for all private tenants. If you let the property to someone who does not have the right to rent you could be fined up to £3,000.

5.16.1 Either...Under the Act, we may 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.

5.16.2 If we are unable to obtain upon on 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.

[Or] We will not carry out the right to rent checks on your behalf. It is your responsibility to carry out the required checks and you must provide us with evidence right to rent of the Tenant and any adult occupier on request. If you fail to do so, we reserve the right to terminate this agreement.

5.16.3 The Homes (Fitness for Human Habitation) Act 2018 and the Landlord and Tenant Act 1985 apply to the Property. They imply a term into all tenancies that the Property is fit for human habitation at the beginning of the tenancy and throughout the term and require 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 regulations.

5.16.4 If we are providing the management service we will arrange to carry out such routine works as set out in clause 3 above that are necessary to comply with the statutory requirements, but we require cleared funds from you in advance of undertaking any works which exceed our repair fund as defined at clause 3.4 above.

5.17 HMO Regulation

5.17.1 Under the Housing Act 2004 a house in multiple occupation ("HMO") is a property where the building does not entirely consist of self-contained flat a and is inhabited by 3 or more people who are not a single household (e.g. a family) and share facilities like the bathroom and kitchen

5.17.2 All HMOs must comply with the HMO Management Regulations (SI 2006/372 in England and SI 2006/1713 in Wales).

5.17.3 A licence from the local authority is mandatory for all large HMOs, defined as a property rented to 5 or more people forming more than 1 household, at least one tenant pays rent and some or all tenants share toilet, bathroom or kitchen facilities.

5.17.4

Local authorities may impose additional licensing requirements for all HMOs or for all rental properties in certain areas. Where we are aware of additional licensing requirements we will inform you but it is your responsibility to ascertain whether the Property requires licensing and to obtain and comply with the terms of a licence from the local authority.

5.17.5

We will not let out the Property if a licence is needed and has not been obtained and we will not accept liability for any failure by the Landlord to obtain or comply with the relevant licence.

5.18 Interest and Commission on Client Monies

Any interest accrued on clients' money or any commission earned while acting on behalf of a client which we hold will be retained by ourselves to cover administration charges or other costs incurred while acting on behalf of the client.

5.19 Compensation and Reimbursement

The Landlord agrees to compensate us against costs, expenses or liabilities incurred by or imposed on us provided that they were incurred on the Landlord's behalf in pursuit of our normal duties unless it is due to our negligence or breach of contract. We shall not be responsible for events outside our normal control.

5.20 Sale of Property

5.20.1 If a sale of, or acquisition of an interest in the Property, whether by transfer of the Landlord's interest in the Property or the grant of a lease, should be agreed to a Tenant, any associated party, or any person introduced at any time by us, leading to an exchange of contracts, we will be entitled to Commission on the sale at the rate of 2% plus VAT of the sale price. The Commission will become due upon exchange of contracts but we will defer payment until the date of completion of sale. The sale will be by separate sales agreement.

5.20.2 If a sale of, or acquisition of an interest in the Property should be agreed to a third party, and the Tenancy is to continue, then your liability to pay Commission continues unless the purchaser enters into a contract with Strakers in the same terms as your own, and Strakers, agree to enter into such a contract. Strakers reserves the right to refuse to enter into such a contract.

5.21 Acts of Third Parties

We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise otherwise than through our negligence, or breach of contract.

5.22 Termination of Services

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

5.22.1.1 upon the Tenant's vacation; or

5.22.1.2 if the other party breaks any important term or condition of this Agreement during a Tenancy, the party in breach has been informed in writing, has failed to remedy the breach within thirty days and monetary compensation is wholly inadequate.

5.22.2 The Landlord may withdraw instructions to manage the Property upon giving 3 months' written notice prior to the end of the initial fixed term or at any time if the tenancy has become periodic.

5.22.3 We may terminate this Agreement immediately if you do or do not do something which makes it impossible, impracticable, illegal or immoral to continue providing these services.

5.23 Assignment

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

5.24 Money Laundering

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are required to carry out due diligence on all clients. As a minimum this will include a requirement for you to provide us with one proof with one proof of identity and one proof of residence which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine.

List A: Proof of Identity
Full Passport
National Identity Card
Full Driving License

List B: Proof of Residence
Council Tax bill;
Utility Bill;
Mortgage Statement
Bank Statement;
Credit Card Statement.

If you are a company which is quoted on the London Stock exchange we will require a certified copy of the Certificate of Incorporation. If the company is not quoted we require certified copies of two of the following documents:

- Memorandum and Articles of Association;
- Certificate of Incorporation;
- A set of the Latest Accounts;
- The last Annual Return.
- In addition we need proof of identity and residence of two of the directors.

5.25 Data Protection & GDPR

5.25.1 Our privacy policy is shown on our website. To prevent unauthorised access to or use of personal data we have the responsibility to keep your personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord or tenant if we have a legitimate interest such as fees not being paid and we wish to refer the matter to a debt collector or solicitor; or if we are specifically required to disclose data by law. We may also disclose such personal data as is reasonably necessary to comply with your obligations under these Terms and Conditions of Business and the Tenant's obligations under the tenancy agreement, for example notifying change of names for utilities suppliers and council tax at the beginning and end of a tenancy and, if you have purchased to the HomeLet Innovate or Infinity product, if the Tenant falls into arrears and the management of collection of arrears and possession of the Property is passed to them under the terms of that policy.

5.25.2 We will retain the Landlord's details for marketing purposes for 12 months unless you inform us in writing that those details should be deleted and unless we are required to keep any of the data for legitimate purposes such as legal use or for reporting to HMRC.

5.26 Alterations

No variation or alterations to this Agreement will be binding on either party unless confirmed by both the Landlord and the Agent in writing.

5.27 Joint and Several Liability

Where the landlord is more than one person each person forming the Landlord will have joint and several liability for all the fees, commission, expenses and out-goings of Strakers for any work or services carried out by us on behalf of the Landlord.

5.28 Service of Notices

The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be: Strakers, 6/7 Market Place, Devizes, Wiltshire, SN10 1HT

5.29 Variations and Jurisdiction

Variations to this Agreement will only be valid if agreed in writing with the Manager of the Strakers office dealing with the letting and/or management of your Property. This Agreement shall be governed by and construed in accordance with the law of England and Wales.

5.30 VAT

Our fees and any other charges for services we provide are subject to VAT at the appropriate rate unless they are already shown as inclusive of VAT. Our VAT registration number is 639752989.

5.31 Redress Scheme and Memberships

We are members of The Property Ombudsman (TPO) redress scheme, certification number N00458, and commit to the TPO Code of Practice. The TPO website address is: www.tpos.co.uk. We are registered under our company name Strakers (Holdings) Limited, Company Number: 5953335. We are also members of ARLA PropertyMark, membership number 1075.

6 COMMISSIONS, FEES AND CHARGES

The following commission is payable by you following the introduction of a Tenant who enters into a Tenancy either directly, indirectly or by way of an introduction from an existing Tenant found by us for as long as we are instructed to act on your behalf:

6.1 Introductory and Renewal Service

6.1.1 Our commission is calculated at one months rent + VAT inclusive of:

- Full advertising and marketing service

6.1.2 Payment is due in full at the start of the Tenancy. Fees will be deducted from the initial Rent, premium or other monies received from the Tenant at the commencement of the Tenancy. If the letting fee is more than the initial Rent, the balance must be paid to us prior to the release of keys to the Tenant at the start of the tenancy. The Tenancy Agreement will be retained until any outstanding fees and expenses have been paid.

6.2 Management Service

6.2.1 Our commission is calculated at 12% plus VAT (14.4% inc VAT) of the total Rent, premium or other monies payable. This service is inclusive of:

- Full advertising and marketing service.
- Strakers Legal Helpline Advice.
- Out of hours 24 hour emergency helpline.

The reasonable expenses and costs incurred from acting on your behalf during the Tenancy will be charged in addition and deducted from the rent (where collected by us and sufficient to discharge such liability). This would include the costs of overseas and long distance telephone calls and faxes which will be charged at the current British Telecom rates plus VAT.

6.2.2 Payment is due from and at the same frequency as the Rent receivable.

6.3 Legal Pack

A fee of £450.00 +VAT (£540.00 inc VAT) will be charged for Strakers Legal Pack at the start of the Tenancy (renewable on change of Tenant) inclusive of:

- Full comprehensive Tenant reference through a National Independent Referencing Agency to include:
- Adverse Credit History - Bankruptcy, CCJs and Court Decrees.
- Undisclosed addresses - any previous names and addresses undisclosed by the applicant, linked to their current and most recent homes are checked for adverse credit history.
- Electoral Roll check - provides proof of address
- Bank Validation - confirms a genuine bank account.
- CIFAS (credit Industry Fraud Avoidance System) - fraud prevention service.
- Right to Rent Checks.
- Tenancy Agreement.
- Inventory & Schedule of Condition.
- Deposit Scheme Administration.

6.4 Buy to Let Service

6.4.1 Our commission is calculated at 1% plus VAT (1.2% including VAT) of the purchase price should you purchase a suitable property found using our service.

6.5 Additional Charges

6.5.1 Additional services can be given on a consultancy basis, on request, and will be charged for at the rate of £60.00 including VAT per hour, plus travelling. These include the following:

- Additional visits to a Property if we are managing, or making a visit if the Property is not managed.
- Serving a Notice under Section 13 of the Housing Act 1988.
- Waiting time at a Property when a contractor is due to visit.
- Having extra sets of keys cut.

6.5.2 Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement: £60.00 including VAT per hour or part thereof.

6.5.3 Supervise the partial or total refurbishment of the Property for a fee of 10% plus vat (12% including vat) of the total cost of the work but subject to a minimum fee of £150.00 including VAT.

6.5.4 Service of Notices to terminate a Tenancy when we are not managing the Property will be subject to an administration fee of £96.00 including VAT.

6.5.5 If we are asked to negotiate with the Tenant for rent increases we will charge an administration fee of £60.00 including VAT.

6.5.6 Preparation of documents for Court or TDS will be £60.00 including VAT per hour and attendance at Court or Tribunal on your behalf will be charged at £60.00 including VAT per hour.

- 6.5.7 Duplicate statements can be provided to you or your accountant for a fee of £10.00 including VAT per statement or £60.00 including VAT for all the statement covering a tax year.
- 6.5.8 Energy Performance Certificates (EPC's) - £120.00 including VAT.
- 6.5.9 Providing Floor Plan of the Property - from £70.00 including VAT.
- 6.5.10 Check Out for non managed properties £600.00 including VAT.
- 6.5.11 Gas safety test £120.00 inc VAT.
- 6.5.12 PAT Test £90.00 inc VAT.
- 6.5.13 Legionella Risk Assessment £105.00 inc VAT.
- 6.5.14 For trying to locate and contact tenants on behalf of the Landlord, or locate Landlords with no forwarding addresses, or proving non-contactable for any reason at the end of tenancy £24.00 inc VAT per hour, or part thereof.
- 6.5.15 For preparing a handover file of all relevant documentation and keys to another Agent, and/or the transfer of a tenant's deposit, whether the property is intended to be let or sold, £240.00 inc VAT.
- 6.5.16 For managing a managed property during a void period will be charged at the same percentage rate (plus VAT) of the managed service.
- 6.5.17 To supply a copy of a draft tenancy agreement to a mortgagee - £60.00 inc VAT.
- 6.5.18 For preparing a quarterly return, your certificate of tax deducted and forwarding monies to HMRC for an overseas Landlord - £60.00 inc VAT.
- 6.5.19 For preparing applications for Fair Rents, or other court or tribunal matters (statutory applications) - £60.00 inc VAT per hour.

7 DEFINITIONS AND INTERPRETATION

In this Agreement the following words and phrases shall have the meaning set out in this clause unless the context otherwise requires:

- 7.1 Use of the singular includes the plural;
- 7.2 Use of the masculine includes the feminine.
- 7.3 "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this Agreement, both individually and together.
- 7.4 "we", "our" "us" and "the Agent" means Strakers (Holdings) Limited or their successors in title.
- 7.5 "Landlord" (also referred to in this agreement as "you" and "your") means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
- 7.6 "Tenant" means anyone entitled to possession of the Property under a Tenancy Agreement.
- 7.7 "Property" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord. When the Property is part of a larger building the Property includes the use of common access ways and facilities.
- 7.8 "Rent" means any rent, premium, or other monies payable under the terms of any Tenancy Agreement or Lease for the Property.
- 7.9 "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Property.
- 7.10 "Term" or "Tenancy" means the fixed term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed term or periodic arising after the expiry of the original Term.
- 7.11 "Deposit" means the money held by the Agent in a Stakeholder capacity or by the Landlord during the Tenancy in case the Tenant fails to comply with the terms of the Tenancy Agreement.
- 7.12 "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.

- 7.13 "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- 7.14 "TDS" means the Tenancy Deposit Scheme.
- 7.15 "Agreement" means this Terms of Business signed between the Agent and the Landlord.
- 7.16 "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 7.17 "Head Lease" means the Lease which sets out the promises the Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the landlord as part of the lease and will bind the Tenant if he has prior knowledge of those promises.
- 7.18 "Commission" or "fees" means the commission, or fees charged by the Agent to the Landlord, details of which set out in this Agreement.
- 7.19 "EPC" means Energy Performance Certificate.
- 7.20 "Emergency" means where there is a risk of injury, damage to the fabric of the property or fixtures and fittings or where there is an imminent risk of a breach of your contractual, statutory or regulatory duties that may give rise to a criminal or civil liability and urgent action is required to avoid such risk or liability.

8 RIGHT TO CANCEL

The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 apply to contracts entered into or negotiated away from our business premises and give you the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from signing this agreement.

You must notify us of your decision to cancel to exercise the right. If you cancel this contract we will reimburse any payments unless you have requested us to begin the service during the cancellation period and costs have been incurred.

We cannot begin marketing the Property and performing the other services in accordance with these Terms of Business within the 14 day cancellation period unless you instruct us in writing to do so by signing these Terms of Business.

IF YOU WISH US TO PROCEED IMMEDIATELY, PLEASE CONFIRM YOUR INSTRUCTIONS BY RETURNING ONE COPY OF THIS DOCUMENT WITH THE SECTIONS BELOW COMPLETED AND SIGNED.

NAME OF LANDLORD(S)

PROPERTY ADDRESS

CONTACT ADDRESS

TELEPHONE NUMBER

E MAIL ADDRESS

BANK NAME

SORT CODE

ACCOUNT NUMBER

1. I/We confirm that I/we am/are the sole/joint legal owner of the freehold/ leasehold interest in the Property or I/we am/are authorised on behalf of
- on whose behalf I/we am/are authorised to give these instructions to Strakers, and to make this declaration.
2. I/We agree and accept the Terms and Conditions of Business above and wish you to provide the service marked below and proceed in accordance with this Agreement.
3. I/We have noted and acknowledge my/our obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993), the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 2016, the Immigration Act 2014, The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, the Control of Substances Hazardous to Health Regulations 1989 and s.3(2) Health and Safety at Work Act 1974, the Landlord and Tenant Act 1985, the Homes (Fitness for Human Habitation) Act 2018, the Houses in Multiple Occupation Regulations 2006 and I/we accept and confirm that I/we have full responsibility to ensure that I/we comply fully with their requirements before and during the letting of the Property.
4. I/We the undersigned am/are the only people/person with any interest in the Property, apart from any lender as noted below:
5. I/we confirm there are no major repairs, construction, or maintenance work of which I/we are aware due to be carried out to the Property, any adjoining premises or the building of which the Property forms part, apart from as noted below:
6. I/we enclose the following documents to comply with the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- a. _____
- b. _____
7. If Strakers are not instructed to manage the Property please complete the following:

I/we confirm that I/we will take full responsibility of the management of the Property. I/we am/are aware that I/we must give the Tenant copies of all guarantees and maintenance contracts for any equipment or installations in the Property otherwise I/we may incur additional costs if the Tenant instructs another contractor and will have to compensate the Tenant. Contact details which will be passed to the Tenant are as follows:

TELEPHONE NUMBER

E MAIL ADDRESS

CONTACT ADDRESS

LETTING SERVICES REQUIRED

I/We confirm the service required as noted below:
Please initial the boxes of requirements and sign below.

Please tick and initial the service(s) required

Tick	Initial
☐ Introductory & Renewal Service - One month's rent +VAT	☐
☐ Management Service - 12% +VAT (14.4% inc VAT)	☐
☐ Bespoke Management Packages available upon negotiation	☐
☐ Legal Pack - £450.00 +VAT (£540 inc VAT) To include: Full Comprehensive Tenant Reference Checks, Right to Rent Checks, Tenancy Agreement (renewable on change of Tenant), Inventory & Schedule of Condition (renewable on change of tenant), Deposit Scheme Administration.	☐

ADDITIONAL SERVICES

I/We wish the following Additional Services which we are aware are subject to extra costs as shown in Additional Charges.

Tick	Initial
☐ Gas Safety Test - £120.00 inc VAT	☐
☐ PAT Test - £90.00 inc VAT	☐
☐ Legionella Risk Assessment - £105.00 inc VAT	☐
☐ Floor Plan from £70.00 inc VAT	☐
☐ Energy Performance Certificate - £120.00 inc VAT	☐
If not taken as part of the Legal Pack:	
☐ Tenancy Agreement (renewable on change of Tenant) - £240.00 inc VAT	☐
☐ Inventory & Schedule of Condition (renewable on change of tenant) - £240.00 inc VAT	☐
☐ TDS Deposit Scheme Administration - £60.00 inc VAT	☐
☐ Individual or Guarantor Reference - £60.00 inc VAT per person	☐
TOTAL PAYABLE IN ADVANCE £	
<i>Sale of the property - please see Clause 5.20.1. All prices are subject to change (correct at time of going to print) VAT is charged at the prevailing rate.</i>	

☐ EICR - quotes available on request

SIGNATURES

NAME(S) (BLOCK CAPITALS)

DATE

SIGNATURES

NAME(S) (BLOCK CAPITALS)

DATE



Branches

Chippenham
01249 652 717
chippenham@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP

Corsham
01249 712 039
corsham@strakers.co.uk
6 High Street
Corsham SN13 0HB

Devizes
01380 723 451
devizes@strakers.co.uk
6/7 Market Place
Devizes SN10 1HT

Malmesbury
01666 829 292
malmesbury@strakers.co.uk
53 High Street
Malmesbury SN16 9AG



Departments

Auctions
01249 765 200
auctions@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP

Lettings Head Office
01380 722 995
lettings@strakers.co.uk
First Floor, 6/7 Market Place
Devizes SN10 1HT

Property Management
01380 721 368
propertymanagement@strakers.co.uk
First Floor, 6/7 Market Place
Devizes SN10 1HT

Land and New Homes
01249 652 717
landandnewhomes@strakers.co.uk
33/34 Market Place
Chippenham SN15 3HP