



RESIDENTIAL SALES  
LETTINGS  
PROPERTY MANAGEMENT

[www.brinkleys.co.uk](http://www.brinkleys.co.uk)





# Brinkley's in SW London

There are many reasons to choose Brinkley's Estate Agency. Apart from being a vibrant, forward-thinking and proactive agency, we are also local and independent, which means that we can be flexible in our outlook and have the liberty to go the extra mile for all of our clients.

We are always looking to improve our service and stay at least one step ahead of the competition in bringing you the very best in marketing and technology.

We are also Members of ARLA, The Association of Residential Lettings Agents. Membership is achieved through qualified examination rather than simply paying a membership fee.

Eight years after the company's inception, we opened our new Head Office in Raynes Park, allowing us to keep everything in-house, from admin to independent mortgage advisors.

Our staff are friendly, courteous and knowledgeable and, if you cannot reach the person you need, you will be contacted as promptly as possible.

We are a busy agency commanding a market share well above our size. This has been achieved through hard work, dedication and keen rates, without compromising our integrity.

So, whether you are selling, letting or looking for a property management service, Brinkley's can offer you excellent customer service and our complete attention.

As a young sole trader, Robert Brinkley had a firm belief that the long-established property trade could be improved through hard work and fairness for buyers, renters and landlords. His ethos: 'a modern approach to traditional values' remains at the heart of the company today.

With zero investment, Robert tirelessly posted leaflets to drum up business. Combining extremely low costs to potential customers with a vibrant and engaging personality, Robert was able to open the maiden Brinkley's Estate Agency in a small office in Wimbledon Park.

Despite the uncertain financial climate of recent years, Robert has continually invested in, and driven, Brinkley's Estate Agency from a fledgling business in 2006 to incorporation as a Limited company in 2012.

In 2015, a new Head Office was opened in Raynes Park. More in keeping with the Company's standing, it provides a focal point for all things administration.



Before putting your property on the market, take a cold hard look at it and check what decoration and cleaning needs to be taken care of before selling.

If you are living at the property it can sometimes be difficult to see what needs to be done as you dwell in it every day. It's also worth getting a second opinion from a friend or one of our sales staff.

If you are present, allow time for viewers to discuss the property alone before they leave and resist the temptation to ask viewers if they like the property. They may spontaneously tell you but either way, we will always provide you with feedback following a viewing.

# Marketing your property

We are a forward thinking proactive independent local agency, forever looking to be one step ahead in bringing you the very best in marketing and technology. All our customers benefit from:

- \* Brinkley's website attracts 1000s of visitors per week.
- \* Advertising on all major property portals.
- \* Multi branch technology, offering all properties from all Brinkley's branches including our affiliated office in Park Lane, Mayfair (International Buyers and Tenants)
- \* Extended opening hours from 8.30am-7pm Monday to Friday and 9am-4pm on Saturday (viewings on Sunday by appointment only).
- \* Competitive fees for Vendors and Landlords.
- \* All staff benefit from years of local knowledge and experience in the business.
- \* Accompanied viewings on all Sales and Letting properties.
- \* Professional photography and floorplans via a specialist company.
- \* Property information Packs and e-brochures.
- \* Working with a world-wide marketing portal in China specialising in corporate buyers and tenants.



# Selling your property



Our expanding office base means that we can cover the majority of SW London with ease and venturing further afield on occasions.

Our sales negotiators are trustworthy and passionate about finding buyers for your property; going that extra mile as if it was their own home.

Brinkley's offer an initial valuation of your property, free of charge, except if it is for probate or professional needs. One of our experienced Managers will offer you a sensible market valuation and discuss the best way of achieving this.

You will only pay our commission when we have successfully sold your property.

During and after the sales process, you will have access to a personal negotiator, and sales manager.

Whether you are letting or selling, our extensive advertising, key high street exposure and reputation has meant that in some circumstances, it has only taken a day or so to find a buyer or tenant.

Because all of our branches are linked to the same database, we have the ability to promote your property through any of our offices, which means that all of our negotiators are working for you and not just those local to your property.

Brinkley's conduct viewings 8.30am—7pm Monday to Friday, 9am—4pm Saturdays and by appointment on Sundays.

We will check that a time is convenient prior to confirming a time with a prospective buyer. Our negotiators always conduct accompanied, property viewings so you do not need to be present.

We normally hold keys and can access the property to suit your instructions.

The SW London property market remains one of the fastest moving and competitive in the country with properties in this area, still very much in demand. However, choosing an agent, can be quite daunting, with so many in every high street.

As well as very competitive rates, Brinkley's operates a strong marketing programme via all the major portals, as well as our very own mobile app., so we can place your property in front of even more potential customers.

We also market properties overseas, especially to the Chinese market.

Current legislation requires you to obtain an EPC within seven days of us marketing your property as the information has to be distributed every time your property details are displayed or sent out.

They last for 10 years and give an indication of how energy efficient your property is. It also hints at how much the winter bills are likely to be, so don't put off installing that new boiler or insulation – it will attract more customers if you get it done.

Don't worry if you don't have one as our administration team will be able to arrange one for you.

As soon as a prospective buyer has made an offer we will let you know verbally and in writing.

Sometimes there may be a process of price negotiation this can be difficult but, by working with Brinkley's, you will benefit from our expertise in the local market conditions and our ability to achieve the best possible price.

In order to prepare your contract of sale, your solicitor will need certain documents from you. It can take a while to obtain these, so to help a swifter sale, take time to obtain these in advance.

The offer will be subject to contract being signed and there are no legal obligations on either side until this is done.

Whatever your property, you can be confident that you are in good hands with Brinkley's.

We are members of the Guild of Professional Estate Agents and adhere to The Property Ombudsman code of practice. Furthermore, all staff undergo constant training through ARLA.

# Let's get started

In the past few years, Chinese buyers have started to make their presence felt on the global property market, snapping up everything from luxurious trophy homes and vineyards, to more modest condominiums and investment opportunities.

For many Chinese, global property investment is an emerging opportunity which until recently, was out of reach.

China boasts some of the wealthiest people on the planet, most who's personal fortunes can dwarf treasuries of medium-sized countries, and the growing population of upper-middle-class Chinese now also have their eyes set on international property.



***"I whole heartedly recommend engaging with Brinkley's for the sale of one's property. Brilliant."***

# New developments

With the benefit of local knowledge and experience borne out of many years in the business, Brinkley's Estate Agency is your best contact for all aspects of acquisition and selling of land for development, as well as the development itself.

We can help with acquiring a site, advise you about its suitability for development, make suggestions regarding the housing mix and expected sales levels.

You can also rely on us when it comes to the most suitable method of sale and even the marketing and advertising.



Our team is fully conversant with planning control and can offer support in this area, including liaising with authorities, working up proposals and applying for planning consent.

We work with some of the best property-builders, investors and institutions to get the best deal for our clients and, of course, confidentiality is assured at all times.





# Social media

Social media is one of the most important marketing tools at the moment. Almost everyone uses it, not just to communicate and comment but to make informed decisions based on other people's experiences.

Clearly, as a business Brinkley's Estate Agents has to compete in a fierce property market and we are committed to social media.

We cannot get involved with every platform so we have chosen a select few that we believe to offer the best coverage.

This is of benefit to our customers too, as we often post property details with a personal message to these forums as well as the usual search platforms.

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## The story so far

**2006** Brinkley's open its first office in Wimbledon Park.

**2007** Saw the second office open in Wimbledon Hill.

**2008** The Putney branch opens in the High Street.

**2010** The Company moves from its original head office to Arthur Road.

**2012** Brinkley's becomes a Limited company.

**2015** Our new administration centre opens in Raynes Park.

**2016** Sees all of the offices undergoing a major re-fit along with the new corporate identity.



# Sales - The small print.

The headings in this agreement are for convenience only and do not affect its interpretation.

## 1. OUR OBLIGATIONS

We hereby agree to perform our services with reasonable skill and care in compliance with the terms of the Estate Agents Act 1979.

## 2. YOUR OBLIGATIONS

You hereby agree:

2.1.1 To be liable to pay the fees and any other costs or charges agreed and incurred by us on your behalf in a sole/multiple agency case upon unconditional exchange of contracts for the sale of the property.

2.1.2 That you may also be liable to pay fees to another agent if you have previously instructed another agent to sell the same property on a sole or multiple agency or sole selling right basis and you instruct another agent during or after the period of this agreement.

2.1.3 We would be entitled to the fees if you terminate the agreement and, within six months of the date of termination, exchange unconditional contracts for the sale of the property to a buyer introduced by us during the period of the agreement. However, we will give up our rights to the fees if a buyer first introduced by us goes on to buy the property through another estate agent in circumstances where that buyer was introduced by the other estate agent more than six months after the date that our agreement is terminated. If no other estate agent is involved this time limit will not apply.

2.1.4 PLEASE NOTE: As detailed in Section 4, where you have signed this agreement away from a Brinkley Estates Ltd office in the presence of a Brinkley Estates Ltd employee, you will have the right to cancel this agreement within 14 days. As of the 13th June, 2014, we cannot market your property without your permission during the 14 day cooling off period. If you would like us to proceed with the marketing of your property immediately, your signature(s) is required in the designated area in the Confirmation of instructions.

To exercise your right to cancel, you must inform Brinkley Estates Ltd by post at our Beaumont House address or by email at [info@brinkleys.co.uk](mailto:info@brinkleys.co.uk), by clear statement e.g. a letter sent by post or email.

If you requested to begin the performance of our services during the cancellation period, you will be liable to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract. If you have not exercised your right to cancel within 14 days the marketing fee becomes non refundable.

2.1.5 That the final account for the fees and other costs or charges agreed will be paid from the net sale proceeds of the property by your solicitor/conveyancer at the date of contractual completion (the due date).

2.1.6 That by signing this agreement you will instruct your solicitor/conveyancer (a) to make payment on the account from the net sale proceeds at the due date (the amount due under this agreement to be established by the production of the appropriate account issued by Brinkley Estates Ltd to your solicitor/conveyancer) (b) to notify Brinkley Estates Ltd

Agency Ltd within two (2) days should you become aware that there will be insufficient net sale proceeds to settle the account and (c) to advise Brinkley Estates Ltd of your new address.

2.1.7 If our fees, including where applicable, the marketing fee, are not received within 7 days of the due date or the applicable date, the account continues to be due and payable by you and we will be entitled to charge interest on all sums outstanding from the due date at the rate of 1% per month until payment is received. We will also charge a handling fee of £30.00 and any costs we incur in recovering your debt.

2.1.8 That all cheques/payments will be banked upon receipt, although part payment will not be deemed to be accepted as 'full and final settlement' without our written agreement.

2.1.9 That we have the right to issue interim invoices, as and when we consider appropriate, in respect of all advertising and/or other costs or charges agreed and incurred by us on your behalf and that such sums will be paid within 7 days of that invoice.

2.2 It is an offence under the Property Misdescriptions Act 1991 for us (or any estate agent) to misdescribe the property. You have a responsibility to us to ensure that all factual information you provide to us about the property is correct and true to the best of your knowledge.

2.3 You are liable for the duration of this agreement to reimburse us for all reasonable losses, costs, expenses, claims, commissions, settlements, fines, damages or other liabilities incurred by us which result from any wilful or negligent breach by you of your obligations in this agreement.

## 3. SUB-AGENTS

We may, with your consent, appoint from time to time one or more sub-agents to sell the property.

## 4. ENDING THE AGREEMENT

Please note, subject to the requirements of 'The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008'

In the case of a sole agent:

4.1.1 Either party may end this agreement on or after the period by giving the other party two weeks' notice (to terminate at the end of the period, notice must be given two weeks prior to the end of the period).

4.1.2 We may end this agreement in writing at any time on giving you one (1) week's notice in writing in the event that (a) our office identified on part One and Part Two, ceases to trade for whatever reason or (b) there is a change in ownership of the business specified on Part One and Part Two.

4.2 The rights to end this agreement given by this clause shall be without prejudice to any other right or remedy either party may have against the other in respect of the breach concerned (if any) or any other breach and Clauses 4.1.1 and 4.1.2 shall continue in force notwithstanding termination.

## 5. NATURE OF THIS AGREEMENT

5.1 We may transfer all rights and obligations under this agreement in circumstances where your rights under this

agreement are not materially affected.

5.2 You may transfer all rights and obligations under this agreement to another person who has a legal right to sell the property following their completion of a new agreement.

5.3 This agreement supersedes all previous written agreements between the parties in respect of the property and may not be modified except in writing and signed by both parties.

5.4 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in or in part this agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

5.5 This agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.

## 6.0 NOTICES

6.1 Any notice required by this agreement to be given by hand or sent by pre-paid post to the last known address of the relevant party.

6.2 Any notice given by post pursuant to Clause 6.1 above, which is not returned to the sender as undelivered, shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

## 7.0 THE PROPERTY OMBUDSMAN (TPO)

We are members of The Property Ombudsman (TPO), there to protect your interests and we abide by TPO Code of Conduct. We will disclose any information relating to the sale of your property in the event that TPO requests it.

## CONVEYANCING REFERRAL

Brinkley Estates Ltd promotes a panel of law firms (which includes solicitors' practices and licensed conveyancing firms) who have been carefully selected to provide conveyancing services which may be offered to both parties in a transaction and for which Brinkley Estates Ltd may receive a fee. Details of any fee Brinkley Estates Ltd may receive and a list of panel firms is available on request.

Brinkley Estates Ltd complies with the Solicitors Introduction and Referral Code published by the Law Society and the law firm or licensed conveyancing firm to whom Brinkley Estates Ltd may refer you, is an independent professional firm from whom you will receive impartial and confidential advice. You are free to choose another law firm if you so wish.

The conveyancing fees and charges applicable are available on request.

The conveyancing services will be provided by a third party and Brinkley Estates Ltd is not liable for their actions or omissions.

You accept responsibility to pay the fee and any other costs or charges agreed by yourself and us. You are hereby confirming to us that you are the sole and/or legal owner with someone else and, by signing this agreement, you are telling us that you are agreeing to our terms and conditions on behalf of all owners of the property including yourself. By signing this agreement below you are confirming you have received the customer copy of this agreement and you are personally and, where you have signed on behalf of someone else, jointly and

severally liable for our fees and, where applicable, any other costs/charges agreed and incurred by us on your behalf.

## DATA PROTECTION

Brinkley Estates Ltd retains copyright in all advertising material used to market the property and reserves the right to use these for marketing initiatives following the sale of the property.

We will pass your details onto members of Brinkley Estates Ltd and other carefully selected companies (such as conveyancers, etc) which deal with properties or property related matters as required during your sale/purchase, only with your permission.

You can read our Privacy Policy to see how we handle your personal information by asking your local office.

## MONEY LAUNDERING REGULATIONS (2007)

In accordance with the regulations, we are required to confirm the identity of all sellers(s) (see the separate list of documents we are able to accept as proof of identity). We are also required to keep a record of the evidence we have verified. If, for any reason, we are unable to confirm your identity in the course of establishing a business relationship with you we reserve the right to withdraw the property for sale until formal proof of identity is received.

## PROPERTY MISDESCRIPTIONS ACT 1991

We must ensure by law that all information supplied about your property is accurate and not misleading. We would ask you to confirm that everything in the sales particulars is correct. It is essential that you tell us if the sales details are incorrect or if any changes take place later, which may require the sales details to be amended.

## NOTICE OF THE RIGHT TO CANCEL

Where this agreement is signed at your home/office you have a right under 'The Cancellation of Contracts made in a Consumer's Home or Place of Work etc Regulations 2008' to cancel this agreement within 14 days starting the day from when you received this notice. You may exercise this right to cancel if you wish by delivering or sending a cancellation notice in writing to Brinkley Estates Ltd.

Any cancellation notice you send us will be deemed to have been given as soon as it is posted or, if sent by email, from the day it is sent.

# We've made it easy

So you can keep your documents in one place, we've added NCR confirmation documents, so that your copy is attached to the front of this brochure and we will keep the top copy for our files.

# Lettings

The starting point is a free, no-obligation, valuation by one of our experienced valuers.

The Area Manager will discuss the current market value of your property and the best way to achieve its full potential; this could be decorating or simply, deep cleaning.

Furnished or unfurnished, is another area that the trained Manager will be able to help you with. As a general guide, unfurnished properties usually have white goods, such as fridge freezer and washing machine etc., whereas a furnished property will also include beds, sofas, table and chairs etc. In all cases these must comply with the relevant safety regulations.

Within seven days of marketing, we must hold an Energy Performance Certificate (EPC) and a valid Gas Safety Certificate on file with our administration team.

As soon as you instruct us, we will arrange for our independent photographer to visit your property and take photographs.

We aim to have all information on our system within 24 hours of the initial visit and agreement.



From then on, your property will be marketed in the following ways: our real-time website ensures that the second your particulars are uploaded, your property becomes available to 1,000s of viewers.

At the same time the details are sent out to suitable candidates, via our database of potential tenants already looking for property in your area.

We publish your property's details to ALL of the leading UK property portals: Right Move, Zoopla, Prime Location etc., every evening, making it available to over 10 million visits from active home-movers every month.

We can also place it as a featured property on Right Move premium listing, for extra exposure.

Our No.1 positioning on Yahoo and Google via our own website helps to make sure as many people see your property as possible, as does our dedicated iPhone app.

Brinkley's conduct viewings 8am-7pm Monday to Friday, 8am-4pm Saturdays and by appointment on Sundays.

We will check that a time is suitable, prior to confirming a time with a prospective tenant.

Our negotiators always conduct property viewings so you do not need to be present.

We normally hold keys and can access the property to suit your instructions. Please make sure all keys are available to open windows, fire escapes or a garage if you have one.

As soon as a prospective tenant has made an offer we will let you know verbally and in writing. Sometimes there may be a process of price negotiation This can be difficult but by working with Brinkley's you will benefit from our guidance.

The offer will be subject to references and nothing is legally binding until the tenancy agreement is signed.

Our lettings administrators will keep you informed at each stage and send you the references and a draft tenancy agreement for your approval.

Before a tenancy commences we advise instructing an inventory clerk to prepare a record of the condition of the property prior to the tenant's occupation. A copy should be provided to each party. Our lettings administrators will be able to arrange this for you.

We will collect the first month's rent and deposit from the tenant prior to their move. Once all documentation is received and agreements signed the tenancy can commence. Current legislation requires all deposits to be registered with an appropriate body within 30 days of the tenancy commencing and evidence provided to the tenants.



## We've made it easy

So you can keep your documents in one place, we've added NCR confirmation documents, so that your copy is attached to the back of this brochure and we will keep the top copy for our files.

# Property Management

We believe in making life as easy as possible for our Landlords and our Property Management service is just one of our ways of achieving that goal.

Property Management isn't just for Landlords who live distant to their properties but also many who live locally, welcome the peace of mind that comes with knowing that their investment is being well looked after by professional staff. It is also a gentle way for new Landlords to find their feet with their property investment.

Our knowledge and experience gives us the edge over the more "arms-length" management companies and with a dedicated Property Manager as your main point of contact, you can rest assured that every detail will be handled with competence and common sense.

Our Management Team uses only fully-insured, competitively priced and vetted, suppliers and contractors and we have a 24-hour emergency line, to ensure that, should your tenants need it, there is someone on hand to deal with the problem.



Your Property Manager will be fully conversant with your tenancy arrangement and able to discuss all aspects, including deposit transactions, renewal of the tenancy or managing difficult tenants.

So, with one phone call, everything is taken care of and you can relax, safe in the knowledge that Brinkley's is taking care of your property and your tenants.

Whilst our standard letting service includes marketing, finding a tenant, referencing through an independent company and end- of- tenancy negotiations, our Management Service adds:

- Rent collection
- Two inspections per annum.
- Arrangements for repair and maintenance
- 24-hour emergency contact
- Key-holding service
- Arrangement of payments for rent and out-goings
- Managing check-out/check-in, inventories, gas safety certificates and EPC appointments.
- Arrangement of deposit returns.

# Referencing and deposits

The TPO mark denotes that we protect landlords' and tenants' money, through Client Money Protection schemes.

There are several Client Money Protection schemes (CMPs) in the sector, operated by ARLA/NAEA, the Law Society, NALS and RICS, to which agents voluntarily belong.

Landlords and tenants often make decisions based on cost but it is important to know that all agents who are part of ARLA/NAEA, the Law Society, NALS and RICS, maintain and operate separate designated client accounts, where your money is held completely separate from the operating funds of the firm.

If you are currently using an agent that cannot provide you with the assurance of knowing they are covered by a client money protection scheme, then the question you need to ask is; why not? You wouldn't use an unlicensed dentist or doctor, would you?

CMP Schemes recognised by SAFE AGENT have common minimum standards requiring their firms and members to have professional indemnity insurance, defined accounting standards relating to clients money and a customer complaints procedure, offering independent redress for consumers through an ombudsman.

We use an independent referencing company, who employ exacting guidelines in regards to an applicant's affordability, their previous landlord history and, of course, employment. They also check the Right to Rent eligibility.

They are strict but it does mean that you, the Landlord, can enjoy better tenants.



# Lettings - The small print.

## 1) On Accepting Instructions:

### i. We will assume that:

- (a) You agree to obtain written consent from your mortgage lender to let the Property.
  - (b) Any intended letting is permitted by the terms of your lease.
  - (c) You are responsible for obtaining any licence to let that is required.
  - (d) Any Tenancy is for a period expiring prior to termination of your lease.
  - (e) The written permission of your Landlord, if necessary, is obtained for sub-letting.
  - (f) Should you instruct us and should we agree to commence providing services to you at a time when you have not signed and returned the enclosed copy; your instruction will constitute acceptance of all our terms.
- ii. It should be noted that the Mortgagee would usually have the power to terminate the letting if mortgage repayments are not maintained and other requirements complied with.
  - iii. You agree to inform your Buildings and Contents insurance supplier of your intention to let, in recognition that it is your liability to hold adequate Buildings and Contents insurance, including third party and occupier's liability. Failure to inform your insurer that you are letting may invalidate your cover.
  - iv. Please note that as a result of recent changes to the Money Laundering Laws we, as your agent, must receive proof of ownership and identification from you. This must be in the form of a recent utility bill dated within the last three months or a driving licence plus photographic ID such as a passport.
  - v. We require the authority to let the property in writing from any joint owner(s) who should be named in the tenancy agreement.

## 2) General Terms

- i. You hereby undertake not to instruct any other agent during the term of this agreement. To be clear for the purpose of clause ii below, you hereby agree that private or other lettings agents originating before the

termination date of this agreement are deemed to have been introduced by us.

- ii. Sole Letting terms: The commission will be due to Brinkley Estates Ltd if at any time a Tenant takes occupation of the Property: (a) who has been directly or indirectly introduced to Brinkley Estates Ltd during the period of our agency agreement; or (b) with whom Brinkley Estates Ltd has had negotiations during the said period; or (c) who has been introduced by other Agents or privately, during the period of our Sole Agency agreement or its termination period.
- iii. Sole Agency marketing period: our appointment as sole agents is for a minimum period of 4 weeks from the date of this agreement: Termination must be in writing giving 28 days notice.
- iv. It is an offence under the Consumer Protection from Unfair Trading Regulations 2008, for us (or any estate agent) to misdescribe the property. You have a responsibility to us to ensure that all factual information you provide to us about the property is correct and true to the best of your knowledge. In the event that the Landlord provides incorrect information to the agent which causes the Agents to suffer loss or causes legal proceedings to be taken, the Landlord agrees to reimburse and compensate the Agent for losses suffered.

## 3) Advertising Boards

You authorise Brinkley Estates Ltd to erect an advertising board at the property unless we are otherwise informed in writing. By allowing a second board by another agent, you may be in contravention of the Town and Country Planning Control of Advertising Regulations 1988. A Let By board will be erected at Tenancy renewals for a period of 14 days.

## 4) Tenant Introduction

- i. In the event of Brinkley Estates Ltd introducing a tenant to the Landlord whom subsequently enters into an agreement with the tenant to rent the Property, commission will become due to The Agent for the entire duration of the Let. The commission is payable to Brinkley Estates Ltd for this introduction whether or not the tenancy is duly finalised by Brinkley Estates Ltd.
- ii. Commission charged will be an agreed percentage of the gross monthly rental income stated in the Tenancy Agreement and will be payable on commencement of the tenancy from the first month's rental collected by The Agent. Should the amount be greater than one month's rental, the balance will become immediately

payable by you. By special arrangement, we can arrange payment spread over 2 months. Please note: this may affect the final fee.

- iii. We will contact you for approval of any potential tenant, or agree in advance with you the extent of our authority to accept a tenant on your behalf.

## 5) Fees

- i. Once a tenant whom we have introduced has entered into an agreement, our letting commission is payable on a scale outlined below, at a minimum of 6% including VAT, of the total rent payable for the initial term of the tenancy. The initial term of a tenancy is that outlined in the Tenancy Agreement, excluding any break clause.
- ii. Our commission is payable in full, in advance, on the commencement of the tenancy. "Rent" includes any payment to be made by the tenant for use of the property, whether expressed as rent, premium or any other form of payment and whether paid directly by the tenant or obtained by other means such as deduction from the security deposit.
- iii. If the letting continues beyond the original letting period, whether pursuant to the original tenancy agreement or a continuation, extension or renewal of the term originally granted or any new tenancy granted to the same tenant or any person nominated or introduced by the original tenant, our commission is payable at the same rate as the initial invoice, subject to any service charges.
- iv. If we are providing our Management service (which includes rent collection, on your behalf) our sole agency fees are an additional 4.8% including VAT of the total rent payable depending on the length of the contract. Fees are paid from the beginning of the tenancy agreement.
- v. If at any time during the initial tenancy or during any renewal or extension thereof the service we provide is reduced to introduction only, then the fee will become payable immediately in full, for the period the tenants remain in the property.
- vi. Should the Tenants exercise a break clause in their lease, fees for the remainder of the tenancy will be issued via a credit note. Alternatively, we will replace Tenants for the remainder of the Tenancy Agreement. Should you issue notice to exercise the break clause, you forfeit the right to a refund.
- vii. Where a tenant introduced by Brinkley Estates Ltd, is replaced as tenant (whether or not under a formal tenancy agreement) by his/her nominee, the commis-

sion will remain payable for as long as the new tenant shall remain in occupation of the Property.

- viii. Brinkley Estates Ltd will negotiate the terms of the Agreement on your behalf and draw up the tenancy Agreement in accordance with current Housing Act legislation and insert any applicable extra clauses as necessary. The Fee for this and general administration is £120.00 including VAT.

## 6) Lettings Service

### The services included in our commission are:

- i. Marketing the property via our network of offices, the internet and other advertising mediums.
- ii. Accompanying prospective tenants to view the property and receiving offers.
- iii. Confirming the details of any offer in writing to both parties including any special conditions.
- iv. Taking up references, either via a credit referencing company or bank, employer, previous Landlord if applicable, character reference and Right to Rent. A Company search can be undertaken if required and would be charged separately. It is the Landlord's responsibility to ensure that all references are satisfactory. Brinkley Estates Ltd accepts no liability for the validity or otherwise of any reference provided.
- v. Brinkley Estates Ltd's fees are due on the date the agreement of renewal of the Agreement commences. After 28 days, Brinkley Estates Ltd reserve the right to charge interest on the on the amount due of 4% above the base rate of NatWest.
- vi. Should you verbally accept an offer from prospective Tenants, from which you subsequently withdraw once administration has commenced, Brinkley Estates Ltd will levy an administration fee of £500 including VAT.

## 7) Managed Service

- i. Additional services included in our commission are:
  - (a) Monitoring payments and advising Landlords of any non-payment within 14 days of the due date.
  - (b) In the event of non-payment, we will contact the tenants by telephone and email, at weekly intervals.
  - (c) Collecting and holding any security deposit paid by the tenant, as stake-holders (subject to the Tenancy Agreement agreed between both parties).

- (d) Inspections (optional - £102.00 including VAT per inspection report), varies on size of property. This is done professionally but we offer a standard inspection service as part of the Management service.
- (e) Brinkley Estates Ltd offer the Full Managed Service at the rate of 4.8% including VAT to Landlords who already have Tenants in the Property, when the introduction has not been made via Brinkley Estate Ltd on the proviso that Brinkley Estates Ltd collect the rental and hold the Tenant's Security Deposit.
- (f) We will appoint a Property Manager to carry out an inspection SIX months after the commencement of the Tenancy and thereafter at six-monthly intervals until the Tenancy expires.

This is a visual walk-through of the Property to detail the property condition and make any recommendations for routine work to be carried out. Whilst every attempt will be made to draw your attention to any defects in the property, this is not a structural survey and Brinkley Estates Ltd does not accept liability for any hidden defects.

Should you wish a more detailed survey to be carried out, following any obvious defects reported, Brinkley Estates Ltd will undertake instructing this on your behalf and at cost to you. Digital photographs can be included in the report.

- (g) Repairs replacements etc.

Brinkley Estates Ltd does not class snagging of newly-built properties within the normal range of the Full Management service. Snagging should be referred back to the building company responsible. Should you require Brinkley Estates Ltd to be involved in dealing with snagging, we will negotiate an additional fee depending on the property size and location.

Management includes the investigations of defects which may come to our notice or any defect which is properly brought to our attention by the Tenant.

- (h) Brinkley Estates Ltd will instruct emergency work at the property to be carried out without prior instruction if a situation arises out of normal business hours or where we are unable to contact you.

Where there is an expense involved on works to be carried out, we will contact you prior to instruction except in the case of an emergency. We will endeavour to use any contractors that you have specifically nominated for repair work at the property but can-

not agree to do so.

Brinkley Estates Ltd use a panel of approved contractors whom are carefully vetted by us and copies of public liability insurance and professional memberships are held on file. It should be noted that we may receive an administration fee from any contractors, which will be passed on to the Landlord as appropriate. Brinkley Estates Ltd do not accept any liability for any loss or damage to any property fixtures, fittings or contents, arising from the instruction of a contractor.

Where repairs /renewals, replacements necessary decorations etc., are liable to cost more than £500.00 we will, wherever practical, submit to you, proper estimates, the exception being in cases of an emergency. Upon your acceptance of any estimates, providing that we are in funds, we would then instruct the works to commence.

If you wish us to make a claim on your insurance on your behalf, an additional fee of 10% plus VAT of the total claim will be charged.

You agree to ensure that any supplier or contractor invoices and any work agreed prior commencement to the Tenancy are settled in full. Brinkley Estates Ltd will not be in a position to pay for such works from the Tenants initial funds or from account and will not be liable for such payments being made.

For Short Lets, unless otherwise agreed in writing, it is the Landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the Tenants responsibility to pay for any telecommunications services.

In the event of non-payment, we will collect outstanding invoices from the rent.

**There is no expiry date to these Terms and Conditions of Business and these may be transferred to another let or property. Should Brinkley Estates Ltd wish to alter or amend these terms, we may do so by giving 6 months' notice.**

**ii. We can also undertake the following management Service.**

**(a) Schedule of Deductions**

On receipt of the schedule, we will obtain estimates for larger works if appropriate. We will then submit the same with the inventory clerk's decision as to appropriate deductions, if any, from the security deposit, to both Landlord and Tenant, requesting agreement in writing for the deposit to be apportioned as per the schedule.

If we have not been able to secure the written agreement of both parties within two months from this submission, then we reserve the right to apportion the deposit between both parties on the basis of the schedule. Both parties will accept the decision as full and final.

### iii. Keys

You agree to make available, a full set of keys to Brinkley's Estate agents to commence marketing and to enable Brinkley Estates Ltd to conduct accompanied viewings. Should the set of keys be held by an existing agent, you consent to us obtaining a copy set which will be chargeable to you.

The Landlord should supply one set of keys for each tenant and in addition one set for the management of the property, to be held at the branch.

You agree that in the event of Brinkley Estates Ltd having to get additional sets of keys cut for commencement of a Tenancy, we have the right to levy an administration charge of £27.00 including VAT. Should we not have the required sets of keys on the commencement date of the Tenancy, we shall proceed to have keys cut at your expense.

### iv. Property management during void periods.

During Tenancy void periods, Brinkley Estates Ltd can continue to manage the property unless otherwise instructed at your request for a fee of £96 including VAT per month or part thereof.

During this period Brinkley Estates Ltd will instruct routine maintenance.

- v. Brinkley Estates Ltd agree to re-let the Property at an appropriate market rental on termination of the Tenancy when advised of the Tenancy termination unless otherwise instructed by you.

### vi. Clients responsibilities

You agree to comply with the Estate Agents Act 1979, which states you must disclose if any relationship exists with any member of Brinkley personnel. This disclosure must be in writing and presented to the Managing Director.

You must keep Brinkley Estates Ltd informed at all times of your current contact details, including full address and at least one current telephone number where we may contact you in an emergency.

You agree to make arrangement for postal redirection prior to the commencement of the first Tenancy, as

Brinkley Estates Ltd cannot be held liable for delivered mail once you vacate.

## 8) Terms of Management

Unless otherwise agreed in advance, our appointment as Managing Agent is for the duration of the tenancy, tenant changeovers and any renewals, or extension thereof to the same tenant, subject to six months' notice to terminate, in writing, from either side.

## 9) Rent

We will agree with you a rent to be quoted to potential tenants, unless specifically agreed otherwise.

- i. As a regulated and bonded Agent we endeavour to provide a fair and equitable tenancy agreement and service to both our landlords and tenants, with this in mind, all our tenancy agreements, where we are to hold the deposit during the term of the tenancy, include the following clause:

- (a) Brinkley Estates Ltd will charge a deposit registration fee of £60 including VAT per property, per year for using the Agent's approved Tenancy cost, of membership of the scheme.
- (b) Brinkley Estates Ltd adheres to the rules and guidelines issued by MyDeposits deposit scheme.

## 10) Renewal Agreement and Charges

Our staff will advise you of the cost before preparing the agreement. For a renewal of a tenancy to an existing tenant, a new Agreement will be drawn up for your protection. Although our documents are constantly reviewed and updated by our legal advisors, we must point out that we are not solicitors and cannot advise on legal issues; you should consult your own solicitor if you require further information about your rights and obligations as a Landlord.

## 11) Rent Remittances

Rent is usually paid to us by cheque or standing order. We undertake to forward the balance of the rent, less any deductions for commission, expenses, contractors' invoices etc., within 3 working days of the receipt of cleared funds into our account.

## 12) Tenancy Accounting

Initial statements will be emailed to you upon receipt of signed contracts.

**Should Brinkley Estates Ltd be required to prepare an annual income and expenditure statement for the HM**

**Revenue and Customs, Brinkley Estates Ltd will charge £66 including VAT for this service.**

**Should you require Brinkley Estates Ltd to create a letter for miscellaneous circumstances; a fee of £39 including VAT will be charged for this service**

### **13) Insurance**

Your property and contents must be comprehensively insured. You must inform your insurers of your intention to let the property as failure to do so may mean rejection of any future claim. Brinkley Estates Ltd can provide a range of specialist insurance for rental properties. Please ask for further details.

### **14) Rental Protection and Legal Expenses Insurance**

Brinkley Estates Ltd will administrate, as approved Representatives of our chosen referencing company, the provision of a Rent Protection and Legal Expenses Warranty. Your acceptance of the policy and its Terms and Conditions will be detailed in the Key Points and Benefits information booklet outlining the eligibility, exclusions and general terms. A Rent Protection and Legal Expenses Schedule will be emailed to you within 21 days of the tenancy commencement date should you select this service. This product is only available to Landlords whose Tenancy meets the set criteria and on acceptance from the referencing company. The cost of this product is available on request.

### **15) Prior to letting**

You agree upon signing these Terms and Conditions of Business to comply at all times with the following:

- i) Gas Safety (Installation and Use) Regulations 1998 as amended. Brinkley Estates Ltd will arrange a Gas Safety Certificate, chargeable to you, should you not supply us with a satisfactory CP12
- ii) The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993. On signing these Terms and Conditions of Business you declare to Brinkley Estates Ltd that all upholstered furniture or furnishings supplied in the Property to let complies with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993.
- iii) The Electrical Equipment (Safety) Regulations 1994. These regulations require that all electrical equipment supplied must be safe to use. Whilst there is no mandatory requirement for equipment to undergo any safety testing, Landlords have a duty of care to ensure that all electrical equipment is safe.

Whilst there is no mandatory requirement for Landlords to have the Electrical equipment or wiring checked, Brinkley Estates Ltd recommends all Landlords to have a Periodic Inspection Report for an electrical installation carried out.

Landlords should be aware that whilst there is no mandatory requirement for testing, non-compliance of The Electrical Equipment (Safety) Regulations 1994 carries severe penalties and the possibility of a prison sentence.

- iv) The Sex Discrimination Act 1975
- v) The Race Relations Act 1976
- vi) The Disability Discrimination Act 1995
- vii) Plugs and Sockets (Safety) Regulations 1999. These regulations require that plugs and sockets in the property are safe and do not cause a danger and are compliant with current safety standards.
- vii. Unless we have agreed to do so prior to the commencement of the tenancy, you are responsible for ensuring that the property is in good condition for letting. In particular, it must be professionally cleaned and be in good repair with all appliances in working order.
- viii Unless we have agreed to do so prior to the commencement of the tenancy, you are required under The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, to ensure that on the day that the tenancy begins, a smoke alarm is fitted on each storey of the premises on which there is a room used wholly or partly as living accommodation and a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; these must be tested at the commencement of the tenancy.

### **16) The Rent Act 1977 and Housing Act 1988**

We will only deal with applications for Fair Rents or other Court or Tribunal matters by special arrangement. Additional charges will be made for all work of this nature.

### **17) Purchase**

In the event that a sale of the property should arise directly or indirectly as a result of the letting to the tenant leading to an exchange of contracts, we will then be entitled to commission on the sale at the rate of 1.2% including VAT of the sale price. This commission will become payable once the sale is completed or two months after exchange of contracts, whichever date is sooner.

## 18) Sale

**In the event of any Tenant or other person that we introduce proceeding to exchange contract for the purchase of the Property, or in the event that you instruct us to sell the Property, you agree to pay us the usual sales commission at that time plus VAT of the sale price in respect of such an introduction. This fee is due on exchange of contracts and is payable on completion of the sale.**

In the event that you sell the property that we have let for you and the tenancy is to continue, then in your own interest you must ensure that the Purchaser agrees to pay the commission due to us in respect of the remainder of the tenancy (and any extension), after completion on the sale. If this is not done, you will be liable to pay it yourself even though you no longer receive the rent.

## 19) VAT

Except where otherwise stated our fees and any other charges will be subject to VAT at the appropriate rate or any other tax, which may take its place.

## 20) Interest

Interest is payable on any fees due to you if not paid on the due date at the rate of 4% above the NatWest base rate, or such other rate that might replace it, from the date the payment is due to the date payment is made both before and after judgement.

## 21) Variation of Terms

Please note that any variation to the foregoing terms and conditions will only be valid if agreed in writing by the Managing Director of Brinkley Estates Ltd.

## 22) Complaints Procedure

Should you have any problems with Brinkley Estates Ltd's service, which you are unable to resolve with the branch, you should write to the Managing Director for a final response on behalf of the Company.

Should you remain dissatisfied you can refer this to The Property Ombudsman Scheme, TPO and abiding by the TPO Code of Practice, may disclose information relating to the property to the Ombudsman, should it relate to a complaint against Brinkley Estates Ltd or its monitoring of Brinkley Estates Ltd's compliance with the Code of Practice.

## 23) Declaration

It is important that you fully understand the terms and conditions of these Terms and Conditions of Business as once instructed, it is a legally binding document that

you will be bound by.

By agreeing to the Terms and Conditions of Business you declare that you are the legal owner of the Property. If you are agreeing with Power of Attorney, this should be attached to this document. We may occasionally pass your personal details onto other approved organisations so that they can contact you with news of products or offers that may be of interest to you.

## 24) Right to cancel

Where the Terms and Conditions of Business are signed by a consumer client with the home or within their place of work, the client has the right to cancel the contract. Cancellation will be accepted if it is sent, delivered or emailed in writing to the Lettings Director, 149 Wimbledon Park Road, Wimbledon Park, London, SW19 8AB within 14 days of the date of these Terms and Conditions of Business being signed. Whilst retaining the right to cancel the Terms and Conditions of Business within 14 days, the client hereby authorises the Agent to immediately begin effective marketing of the Property. Should the Right to Cancel be exercised, the client will be liable for any reasonable expenses incurred which may include costs for advertising and marketing, but would not exceed £400 plus VAT. Should a let be agreed prior to cancellation and result on contracts being executed, the agreed agency fee would be due, notwithstanding that cancellation took place.

## For Your Information

Instruction of Solicitors

Should any rent arrears or breaches of covenant be brought to our attention you will be informed. Thereafter, should legal action be thought necessary you will be responsible for instructing your own solicitor and for any fees or charges pertaining thereto.

We cannot take legal action on your behalf, as the tenancy contract is between the Landlord and Tenant not ourselves. We can recommend a solicitor if you require.

## Income Tax

If you are residing in the United Kingdom during the Tenancy, your income from the property is treated as unearned income and you will be taxed like any other investments. It is your responsibility to seek advice regarding your tax, through your accountant.

Brinkley Estates Ltd is legally bound to comply with the Taxes Act 1988, section 42a The Taxation of Income from Land (non-residents) Regulations 1995. If you are residing overseas we can provide you with an NRL1 form from HM Revenue and Customs. HM Revenue and Customs will contact you with an exemption/approval number which

must be given to us with a copy of your letter from HM Revenue and Customs, prior to letting the Property, with a copy of the exemption letter supplied by HM Revenue and Customs.

With this exemption number Brinkley Estates Ltd is able to pay your rental to you without making any deductions for tax. It is then your responsibility to deal with your tax returns in the usual way.

Should exemption not be received and your contact address for Brinkley Estates Ltd's purposes is overseas, Brinkley Estates Ltd are obliged by law to deduct tax at the basic rate from the rent received and pass this over to HM Revenue and Customs on a quarterly basis. No interest is payable on monies held.

It may be that payments made to HM Revenue and Customs exceed your liability however, it will be your responsibility to claim it back and any overpayments from HM Revenue and Customs directly at the end of the tax year when you complete your Self Assessment Tax Return.

Brinkley Estates Ltd cannot accept anything other than an Inland Revenue number for Tax Exemption under this scheme.

**Should HM Revenue and Customs contact Brinkley Estates Ltd, requiring any information relating to NRL tax during the tenancy, a fee of £24 including VAT will be charged to cover administration costs on your behalf.**

**Brinkley Estates Ltd reserve the right to cancel these Terms and Conditions of Business with immediate effect if you are in significant breach of these Terms and Conditions of Business. In this case no refund of commissions will be due to you.**

**DEPOSIT SCHEMES – Information Properties under our management service are registered through Brinkley**



As a company, we like to put something back into the community and regularly sponsor events for local schools.

We also sponsor and help organise local street parties for the larger and annual events.



It's a great way to get involved in the community and have fun at the same time.

Every year, as part of the community festivities, Brinkley's helps sponsor the Christmas lights in Arthur Road, Wimbledon Park.

## Social & Community



We are quite a social bunch and even though we work long hours, the majority of us still find time for hobbies and sports.

The football team plays on Wednesday evenings (rain or shine) and manage to hide their injuries well on a Thursday morning.

We also sponsor Doverhouse Lions, Youth & Disability FC, U10 team. They do some great work!

# Notes





RAYNES PARK:  
Beaumont House  
Lambton Road  
Raynes Park  
SW20 0LW

T: 0203 817 6888  
E: raynespark@brinkleys.co.uk



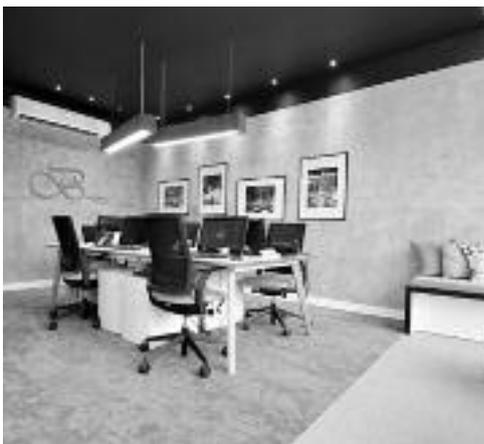
WIMBLEDON PARK:  
149 Arthur Road  
Wimbledon Park  
SW19 8AB

T: 0208 879 3718  
E: wimbledonpark@brinkleys.co.uk



WIMBLEDON CENTRAL:  
120 Wimbledon Hill Road  
Wimbledon  
SW19 7QU

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E: wimbledonhill@brinkleys.co.uk



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