



Residential Lettings &  
Property Management

Terms & Conditions of Business 2022

## Table of Contents

### Contents

<b>General .....</b>	<b>4</b>
Summary Schedule .....	4
<b>Team.....</b>	<b>4</b>
Definitions .....	6
Jurisdiction and Service .....	7
Service Information .....	7
Acts of Third Parties .....	7
Termination .....	7
Assignment.....	8
Data Protection Act 1998 .....	8
Interest on Clients' Monies and Commission .....	8
Money Laundering.....	8
Variation.....	8
<b>Schedule 1: Fees and Commissions .....</b>	<b>10</b>
Sole Agency.....	10
Multiple Agency.....	10
Basic Commission – for all Service levels .....	10
VAT .....	10
Let Only Service .....	10
Rent Collection Service.....	11
Fully Managed Service.....	11
Commission Due.....	11
Refund of Commission.....	11
Withdrawal from an Agreed Offer Prior to Tenancy Commencement.....	11
Joint and Several Liability.....	11
Sub Agency.....	11
Compliance Fee .....	12
<b>Schedule 2: Agent Obligations.....</b>	<b>13</b>
<b>Schedule 3: Rent Collection .....</b>	<b>17</b>
<b>Schedule 4: Full Management .....</b>	<b>18</b>
<b>Schedule 5: Landlord's Undertakings .....</b>	<b>20</b>
Consent for Letting.....	20
Mortgage .....	20
Sub-letting.....	20
Insurance .....	20
Taxation.....	21
Rent Arrears or Breach of Covenant .....	21
Reimbursement of the Agent .....	21
Water Rates .....	21
Sub-Contractors.....	22
Housing Act 2004 .....	22
Maintenance & Repairs.....	22
Indemnity.....	22
Houses in Multiple Occupation (HMO).....	22

England and Wales Postal Address.....	22
Keys .....	23
Disputes.....	23
House Builders’ Guarantee .....	23
Security during Void Periods.....	23
Availability .....	23
General Authority.....	23
Copyright .....	23
Transfer of Obligations .....	23
Legal Jurisdiction .....	23
General Data Protection Regulations.....	23
Privacy Notice.....	24
Your Personal Data .....	24
Right to Deletion.....	24
Right to Rectification.....	24
Subject Data Access Request.....	24
Complaint .....	24
<b>Schedule 6: Deposit Handling .....</b>	<b>25</b>
TDS Custodial Deposit Dispersal At the end of a tenancy: .....	25
Warranty.....	27
<b>Schedule 6: Zero Deposit Guarantee (Optional) .....</b>	<b>28</b>
Zero Deposit Guarantee <sup>TM</sup> .....	28
<b>Schedule 7: Safety Legislation .....</b>	<b>29</b>
The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 .....	29
Electrical Equipment (Safety) Regulations 1994.....	29
Gas Safety (Installation and Use) Regulations 1994 .....	29
Electrical Safety (EICR – 18 <sup>th</sup> Edition) .....	29
Smoke Alarms and Carbon Monoxide Alarms .....	29
Energy Performance Certificate (“EPC”) .....	30
Legionnaires' Disease.....	30
Internal Blinds and European Safety Standards.....	30
Furnishings .....	30
<b>Schedule 8: Additional Clauses .....</b>	<b>31</b>
<b>Schedule 9: Notice of the Right to Cancel (Consumer Landlords Only) .....</b>	<b>32</b>
Cancellation Form.....	33
<b>Complaints Procedure .....</b>	<b>35</b>

## General

### Summary Schedule

Mortimers (Aylesbury) Limited  
Trading as Mortimers Residential Sales, Lettings & Property Management  
Company Registration Number: 06009652

Mortimers Residential Lettings is a member of the Property Ombudsman and subscribe to their Code of Practice for Residential Letting Agents. For more information, please visit their website at [www.tpos.co.uk](http://www.tpos.co.uk)

Registered Office Address:  
Units 1-2 Riverside Stanstead Abbotts, Ware, Hertfordshire, SG12 8AP

Trading Office Address:  
Mid Shires House, Smeaton Close, Aylesbury, Buckinghamshire, HP19 8HL

Telephone: 01296 398555  
Email: [hello@mortimersaylesbury.co.uk](mailto:hello@mortimersaylesbury.co.uk)  
Web: [www.mortimersaylesbury.co.uk](http://www.mortimersaylesbury.co.uk)

### Team

Kerry Coyne MARLA – Managing Director 07967 989875  
Kiera Barrow – Lettings Coordinator  
Nicole Boyt MARLA – Property Manager  
Claire Lloyd - CRLM FARLA FNAEA – CEO  
Jonathan Mortimer – Residential Sales

The Landlord and his successors in title hereby appoint Mortimers Residential Lettings (hereinafter referred to as 'the Agent') to undertake of the duties of Lettings Agents in respect of the Premises for arranging a tenancy and managing the Premises (if applicable).

<b>Landlord Name(s)</b> (Please note this must be the owner(s) of the Premises as shown on the Title Deeds)	
<b>Landlord Address</b> (Correspondence address of the Landlord)	
<b>Property Address of Premises to be let</b>	

Initials:  
Mortimers 2022 V6

Agreed Level of Service & Commission	

Rent & Legal Protection (see leaflet provided by Mortimers) <i>for Managed and Rent Collection only.</i>		
Monthly Rent	Monthly Cost	Annual Cost
£0 - £500	£20.00	£240.00
£501 - £1,000	£25.00	£300.00
£1,001 - £2,000	£30.00	£360.00
£2,001 +	£40.00	£480.00

Landlord Bank Details for monthly rental payments
Bank Name:
Account Number:
Sort Code:
Account Name:

If the Rent achieved is more or less than the asking rent, the Commission will go up or down accordingly. You should read Schedule 1 carefully in order to calculate additional charges that are payable for additional services.

You should read Schedule 1 of this Agreement where we set out our fee structure. Please note that our fee structure means that you may be required to continue paying us a fee for as long as any Tenant we find for you is occupying your Premises even if you have no direct ongoing relationship with us.

## Definitions

1. In this Agreement the following Definitions and Interpretations apply:
  - a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
  - b. "Agent" "we" or "us" means the Agent trading from the Registered Office Address as described in the Summary Schedule.
  - c. "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.
  - d. "Landlord" "you" or "your" means the Landlord as described in the Summary Schedule above and any other person owning a reversionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the Termination or expiry of the Tenancy and anyone who later owns the Premises.
  - e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
  - f. "Occupier" means a Tenant, or any other person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
  - g. "Tenancy Agreement" means any Agreement between you and any Tenant which permits them to occupy the Premises whether it constitutes a Tenancy Agreement.
  - h. "Premises" means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
  - i. "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 Premises.
  - j. "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.
  - k. "Superior Landlord" means the person company or organisation to whom ownership of the Premises reverts at the end of the lease.
  - l. "Deposit" means the money held by the TDS Custodial Scheme during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
  - m. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant.
  - n. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.
  - o. "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until its allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
  - p. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
  - q. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
  - r. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
  - s. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - t. "Agreement" means this Terms of Business signed between the Agent and the Landlord
  - u. "Member" means the Agent who is a member of the Tenancy Deposit Scheme.
  - v. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
  - w. "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy

deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007

- x. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays, and bank holidays.
- y. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

#### **Jurisdiction and Service**

- 2. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
- 3. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
- 4. 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 at 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 Mortimers, Midshires House, Smeaton Close, Aylesbury, Buckinghamshire, HP19 8HL.

#### **Service Information**

- 5. We trade as a Limited company registered at Companies House (Reg. 06009652).

Our VAT number is 895238774.

We are members of the dispute and compensation scheme operated by The Property Ombudsman [www.tpos.co.uk](http://www.tpos.co.uk) and our registration number is: D03298.

We are members of Propertymark the Association of Residential Lettings Agent and subscribe to the code of conduct of that organisation.

#### **Acts of Third Parties**

- 6. 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 other than through our negligence, omission or failure.

The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

#### **Termination**

- 7. Either party has the right to terminate this Agreement in writing:
  - a. upon the Tenant's vacation of the Premises.
  - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by

the other party, the breach has not been remedied and monetary compensation is wholly inadequate.

- c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable, or illegal for us to continue to perform our obligations under this Agreement.
- d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.

#### **Assignment**

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

#### **Data Protection Act 1998**

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

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

10. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

#### **Money Laundering**

11. Under the Money Laundering Regulations 2017, we are not required to ensure that we have risk assessed all relevant transactions which will include the creation of a tenancy between the Landlord and Tenant. Therefore, we are legally obliged to request, collate and store the following information from you (1) Personal Identification such as a driving licence or passport, (2) Proof of Address, such as a utility bill or bank statement and (3) Proof of Ownership of the Property being let, such as a mortgage statement or a copy of the title deeds.

If you are a Public limited Company, we will require a certified copy of the Certificate of Incorporation. If the company is not quoted, we require certified copies of any two of the following documents:

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

In addition, we need proof of identity and residence of one of the directors of the Company.

#### **Variation**

We may give you one months' notice to vary the terms of this agreement.

I/We confirm that there are no major repairs, construction, or maintenance work; any planning or other fact or condition of which I/we are aware due to be carried out to the Premises adjoining property or the building of which the Premises form's part which may affect the letting of the Premises except as noted below.



I/We accept the above Terms and Conditions including Schedules 1 to 9 inclusive and I/we instruct Mortimers Estate Agents to act on my/our behalf.

Name(s)	
---------	--

Signed	
--------	--

Date	
------	--

**Request for us to begin marketing the Premises and all other services as set out in this Agreement during the cancellation period as set out in Schedule 9. If you are entitled to a fourteen-day cooling off period as set out in Schedule 9 we will not begin performance of the service unless you have requested us to do so in writing. You may request us to do so by signing below.**

I/We hereby give notice that I/We have read the Notice of the Right to Cancel, and I/We request you to begin to market the Premises to let and all other services as set out in this Agreement

Name(s)	
---------	--

Signed	
--------	--

Date	
------	--

**Do not sign above unless you wish us to begin marketing your Premises immediately.**

## Schedule 1: Fees and Commissions

The Landlord should read the Terms of Business carefully and this Section which clearly sets out the Commission, Fees and other charges including any renewal, extension or continuation of the Tenancy either as a fixed term or a periodic tenancy which will be payable by a Landlord whether or not we are instructed to act on your behalf. Ensure you are certain of the meaning of the charges you will incur.

### Sole Agency

1. By appointing us, you agree that we shall have sole agency to market the Premises for a period of four weeks. The sole agency can be terminated at the end of the fixed period by giving us two weeks' prior written notice. If you do not terminate the sole agency, it will continue until we receive your written instructions.

OR

### Multiple Agency

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

### Basic Commission – for all Service levels

2. You are responsible for paying our Commission **as set out in Clauses 4,5 and 6** when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
  - a. a viewing conducted by us;
  - b. sight of any marketing or advertising material produced by us or by our instructions;
  - c. by way of an introduction from an existing Tenant for which we have previously charged a commission; or
  - d. through the work of yourself or any other agent where this occurs during our period of sole agency;
  - e. through the work of yourself where this occurs during our period of multiple agency.

This Commission remains due and payable in relation to any extension, renewal, or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises unless we are acting on a Let Only Service basis whereby the commission will apply to the initial fixed term only. Our Commission is payable whether or not we are the effective cause of the transaction. **You should note that this may involve you paying Commission to two agents if you instruct another agent to find a Tenant for your Premises during the period that we are instructed on a sole agency basis.**

By signing this Agreement, the Landlord gives us the authority to deduct our Commission, fees, expenses and any other costs from any monies belonging to the Landlord or any deductions from the Deposit agreed by the Tenant for any property owned by the Landlord where we are or were acting on the Landlord's behalf.

### VAT

3. Commission is chargeable (Inc. VAT) at the prevailing rate (currently 20%). All fees contained within this Agreement are shown **inclusive** of VAT.

### Let Only Service

4. If we are instructed on a Let Only Service for the Premises, you will have to pay us at the Let Only Commission % being **8% plus vat** of the gross Rent for the initial fixed Term, payable in advance on signing this Agreement. For any continuation, extension or renewal of it whether fixed term or periodic, whether or not we are instructed to act on your behalf, a tenancy renewal fee remains payable (refer to Landlord Fees Schedule).

#### **Rent Collection Service**

5. If we are instructed to collect the rent for the Premises then further to the Let Only Commission of **9.6% (Inc. VAT)**, you will have to pay us an additional commission at the Rent Collection Commission Percentage **being 2.4% (Inc. VAT)** of the gross Rent, premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to collect the rent or other monies are terminated our Commission remains payable at the Let Only Commission percentage throughout the initial fixed Term and any continuation, extension, or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

#### **Fully Managed Service**

6. If we are instructed to manage the Premises then further to our Commission for the Let Only Service **9.6% (Inc. VAT)** you will have to pay us an additional Commission at the Full Management Commission Percentage for management **being 4.8% (Inc. VAT)** of the gross Rent premium or other money payable throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf. If our instructions to manage are terminated our Commission remains payable at the Let Only Commission Percentage throughout the initial fixed Term and any continuation, extension or renewal of it whether fixed Term or periodic whether or not we are instructed to act on your behalf.

#### **Commission Due**

7. Our Commission payment will become due at the agreed start date of the Occupation Agreement and we will invoice you accordingly. Should the Tenant fail to make any agreed payments our Commission, Fees and Disbursements will still be payable by you and we will invoice you accordingly.

#### **Refund of Commission**

8. We will not make any refund of our Commission if the Tenancy terminates before the originally agreed date whether this occurs due to the use by you or by the Tenant of any contractual break clause in the Tenancy Agreement, an agreed surrender, repudiation, rescission, frustration or forfeiture of the lease, through any Court proceedings, or if your interest in the Premises is assigned to another party.

#### **Withdrawal from an Agreed Offer Prior to Tenancy Commencement**

9. If you instruct us to proceed with a proposed Tenancy and subsequently withdraw your instructions, you agree by signing this Agreement to meet some of the costs and the expenses incurred (refer to Landlord Fees Schedule). This clause does not affect any statutory rights to cancel that may arise under the Cancellation Regulations. If you have a right to cancel under the Cancellation Regulations, this clause will apply if you withdraw your instructions at any time after the 14-day cancellation period, or at any time after we have received a written request for us to market the Premises.

#### **Joint and Several Liability**

10. If the Landlord forms more than one person all persons forming the Landlord are liable for our Fees, Commission and Disbursements until all outstanding sums are paid in full; and each person forming the Landlord is liable for payment of all Fees, Commission and Disbursements until all outstanding sums are paid in full.

#### **Sub Agency**

11. We may give details of your Premises on a commission sharing basis to other agents unless we receive your specific written instructions to the contrary. This involves you in no additional expense and increases the chance of letting the Premises promptly.

**Compliance Fee**

12. A Compliance Fee will be charged monthly (refer to Landlord Fees Schedule) to all Rent Collection and Managed Properties to assist covering our additional overheads that we are having to put in place. If you would like further information about your responsibilities or the 178 pieces of legislation that we will be keeping you safe from to assist in covering our additional overheads due to the ever-changing legislation relating to Landlords' responsibilities, so that we can ensure all our landlords are compliant and not at risk of significant fines or worse.

## Schedule 2: Agent Obligations

1. When we are instructed to let the Premises, we will do the following:

- a. We will visit the Premises to view them and provide you with an indication of the current market rent achievable.
- b. We will market your Premises to inform suitable applicants of the availability of your Premises by erecting a To-Let board at the Premises and by advertising in The Bucks Herald and any other local publications deemed appropriate from time to time. You must notify us in writing if you have previously agreed not to erect a To-Let Board with the Superior Landlord, freeholder or other interested party, or local byelaws or conservation area restrictions prevent the erection of a Board.
- c. As and when we have applicants interested in viewing your Premises, we will either accompany these people to your Premises with keys provided by you or arrange a mutually convenient appointment for them and us to meet you at the Premises.
- d. Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.
- e. Holding Fee: In the event a Holding Deposit is forfeited by a prospective Tenant for any of the lawful reasons outlined in Schedule 2 Tenant Fees Act 2019, said Holding Deposit will be retained by Mortimers.

2. When an applicant shows an interest in your Premises, we will:

- a. Take up references upon each applicant whenever possible.
- b. We use a reference agency who has informed us that they obtain a credit reference report checking the financial standing of the applicant, including income and credit rating, contact the previous landlord (if appropriate) and contact the personal referee if applicable.
- c. The Immigration Act 2014 and 2016 imposes an obligation on the Landlord to check the passport or other identity documents with the applicant or any permitted occupier present and to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. We will check this information at the before they commence occupation but if we do not manage the Premises, it will be the responsibility of the Landlord to ensure that the work permit or visa are renewed. The Landlord agrees that they fully understand that failure to comply with the legislation is a criminal offence and can result in financial penalties and sanctions.
- d. When we proceed, we will be doing so without any responsibility for the accuracy of those references or the information contained in them, unless it is due to our negligence or breach of contract. We will not be warranting the Tenant as suitable.
- e. An Inventory and Schedule of Condition is essential for the proper conduct of your Premises, whether they are let furnished or unfurnished, to reduce the risk of a dispute arising about the Deposit. Inventories should, where applicable, show that furnishings and electrical equipment comply with current legislation. If you do not have an Inventory and Schedule of Condition, you will not be able to prove the condition of the Premises 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. We have no liability for any loss suffered if you do not have a fully comprehensive Inventory.

- f. We do not employ Inventory clerks. We can instruct an inventory clerk on your behalf subject to a fee for which you will be liable as shown in Additional Services. The fees of the inventory clerk will be given to you prior to instruction. We are not liable for any error or omission of the inventory clerk.

Our standard Tenancy Agreement provides that the Landlord will pay for the inventory Schedule of Condition, check in and check out by an independent inventory clerk to determine whether or not there is any damage, or compensation for breach of the Tenancy, or cleaning needed taking into account the check-in report of the Inventory and Schedule of Condition. A copy of the check-out report will be sent to both you and the Tenant for comment.

- g. Prepare a comprehensive Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use a Tenancy Agreement drafted by your own solicitor, please supply us with a draft within a reasonable time before the Tenancy is due to commence. There will be an additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement which is shown in our Additional Services section.
- h. Notify the electricity, gas, water and the local authority when the Tenant occupies your Premises provided you have supplied us with the contact details of your utility suppliers including the account numbers and ask them to send a credit agreement and supply contract to the Tenant. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and for any void period between tenancies. We will need to provide the utility suppliers with your new address and the meter readings at the commencement of the Tenancy to ensure that there are no discrepancies with the changeover. Some suppliers will not take instructions from us in which case you must contact them directly to take the accounts out of your name.
- i. Arrange the cleaning of the Premises if instructed in writing to do so.
- j. Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is usually equivalent to 5 weeks rent, and try to arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account.
- k. Register and protect the deposit with the TDS Custodial Scheme against damage, breach of the Tenancy Agreement or any other outstanding charges owed by the Tenant. We will register the details of the Deposit and the two parties to the Tenancy Agreement with the TDS and serve the Prescribed Information. We will protect the deposit and serve the Prescribed Information within thirty days.
- l. Request a minimum of three sets of keys from the Landlord prior to the Tenancy commencing. If you do not comply and we have additional sets cut to enable you to comply with this obligation, charges will be made as outlined in the Additional Services.
- m. Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises, it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.
- n. Serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy as shown under Renewals below. If the Management Service is

not used this will be subject to a tenancy renewal fee (refer to Landlord Fees Schedule). You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice.

- o. Arrange a check out appointment of the Inventory if we manage the Premises.
- p. Advise you that if a formal offer has been made by a prospective Tenant and you then inform us that you wish to withdraw from the proposed Tenancy that it may not be possible to withdraw the offer if it has been accepted. If you refuse to proceed the Tenant could take legal action against you for any losses suffered. If a prospective Tenant agrees to accommodate your request, you should expect to meet reasonable costs and expenses incurred by him or her.
- q. Inform you that you must notify us of any change in your residency.
- r. Notify you that it is not part of our normal function to forward the Client's mail. Therefore, no responsibility can be taken for mail sent to you at the Premises. We recommend that you arrange for it to be redirected by the Post Office.
- s. Advise that if you use the Letting Service or the Letting and Rent Collection Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Premises.
- t. Advise that if the Tenant leaves the Premises of their own accord prior to the expiration of the Tenancy it is your responsibility to take the appropriate action to recover any outstanding Rent from the former Tenant.

### 3. **Renewal**

We will do the following:

- a. Contact you towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. 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 the Tenancy to be renewed, continue as a periodic Tenancy or notice served. We do not serve notice on the Tenant unless you instruct us to do so in writing.
- b. Contact the Tenant once written confirmation has been received from you requesting the Tenancy to be renewed or extended as a periodic Tenancy asking if they wish to renew the Tenancy and advising of any proposed Rent increase if a new fixed Term is agreed. We will then negotiate between the two parties if requested. We will prepare the extension document for both parties where requested including drafting any new or special clauses agreed between the parties varying the terms of the original Tenancy. The extension documents will be sent to both parties for signature.
- c. Try to ensure both parties sign the documentation by the start date of the new period of the Tenancy. However, if the Tenant fails to return the extension documents the Tenancy will continue as a periodic Tenancy until either party gives notice in writing. Our commission will be payable whether the Tenancy continues as a fixed Term or a periodic Tenancy whether or not we are instructed to act on your behalf. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.
- d. Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party.
- e. Inform you that if the Tenant has a statutory periodic tenancy rather than agreeing a new fixed Term then the Rent can only be lawfully increased, in the absence of a written agreement by both parties, on an annual basis if we serve the Tenant with a valid Notice under Section 13(2) of the Housing Act 1988. This notice advises the Tenant has a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the First Tier Tribunal ("FTT"). This could result in a hearing. If the Tenant makes a counter proposal, we will ask you whether you wish to accept it or whether you wish to pursue the issue to a hearing. If you want to do the latter, we can arrange for solicitors to act on your behalf. You will be responsible for their charges.
- f. When a tenancy is renewed, or a statutory periodic tenancy arises the Deposit must continue to be properly protected in the relevant Scheme.
- g. If you prefer to negotiate any renewal personally our fees for the Letting Service will continue to be payable according to Schedule 1 above for the duration of the time the Tenant occupies the Premises.
- h. If you negotiate any renewal personally it will be your responsibility to ensure that the Deposit remains protected whether you have negotiated a new fixed term or on the arising of a statutory periodic tenancy. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with your statutory obligations to protect the Deposit.



### Schedule 3: Rent Collection

1. In addition to the Letting Service detailed above we will use our best efforts to arrange for a standing order to be set up so that the Tenant can send future Rent payments direct to us. Payments received will be sent to you at the first opportunity after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.
2. You should set up a facility with your bank to ensure payment of all regular outgoings to take account of alterations to the payment dates, void periods, or failure by the Tenant to pay any sums due.
3. We cannot be held responsible if the Tenant fails to pay any sum due under the Tenancy Agreement unless it is due to our negligence or breach of contract. We will however act in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Tenant. If this does not have the desired effect, we will advise you to instruct specialist solicitors to take further action. You will be responsible for any legal charges and expenses incurred.

#### Schedule 4: Full Management

1. In addition to the above Services, we will do the following:
  - a. Pay current outgoings such as ground rent if applicable, any service charge and/or maintenance charge or similar contribution to shared expenses and account to you regularly provided we hold sufficient funds. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. We cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
  - b. Deal with day-to-day management matters, including minor repairs, the case of an emergency or to enable you to comply with statute. By signing this Agreement, you agree that we can instruct contractors on your behalf and deduct the cost of repairs and maintenance from the Rent.
  - c. Instruct tradesmen to carry out any maintenance, repairs or other work on your behalf. By signing this Agreement, you give us authority to instruct contractors on your behalf and deduct the cost of their invoices. You however remain liable for the payment of all invoices to tradesmen.
  - d. 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.
  - e. Advise that we are not liable for any loss or damage suffered by you if we are unable to carry out repairs or maintenance because the Tenant refuses access, unless the loss or damage is due to our negligence or breach of contract.
  - f. Visit the Premises approximately twice each year, or more frequently if requested in writing and deemed necessary by you which will be subject to a charge as shown in Schedule 1 provided the Tenant grants access. If the Tenant does not grant access, we will inform you, but it will be your responsibility to take legal advice and advise us of the appropriate action. These visits are of a limited nature to verify the general good order of the Premises and the proper conduct of the Tenancy by the Tenant. A visit will not constitute a complete check of every part of or every item in the Premises but enable us to note any visible lack of repair or maintenance which should be brought to your attention. A visit will only note repairs of which we are informed, or which are clearly visible. We are not liable for any loss or damage due to hidden or latent defects.
  - g. Supervision of the Premises is not part of our management function when it is unoccupied. If you wish us to manage your Premises during a void period, we will gladly do so subject to the charges specified in Schedule 1 which are payable in advance together with your written instructions. We will visit the Premises once a week during office hours being Monday to Friday between 9am and 5pm. We will inform you of any lack of repair or maintenance but 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 as shown in Schedule 1.
  - h. Try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Premises to undertake work on your behalf. Where this is not possible,

we may be able to arrange to meet the contractor at the Premises. We do not meet contractors if we do not manage the Premises.

- i. Endeavour to obtain a forwarding address to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
2. Either party may withdraw instructions to manage the Premises upon giving three months' written notice. However, our fees for the Let Only Service remain payable if the tenant is in occupation as specified in Schedule 1 in the event that we terminated the agreement in line with The General Summary Schedule clause 11c of our Terms of Business or alternatively, you wish to terminate the agreement where there has been no breach by us as your agents.

## Schedule 5: Landlord's Undertakings

### Consent for Letting

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into a Tenancy Agreement. You **MUST** provide us with sufficient documentary evidence to satisfy us and the Tenant that you are entitled to do so, by providing us with a copy of the Land Registry. Alternatively, we can provide this service for you, please refer to Schedule 1, Fees and Commissions. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

### Mortgage

2. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement, you confirm that you have your mortgagee's consent to grant a Tenancy, and this **MUST** be provided to us upon instruction. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant, you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into a Tenancy Agreement. If your mortgage payment is due within seven days after your rent due date, we strongly advise that you contact your mortgage lender to change this.

### Sub-letting

3. 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 Premises to an applicant. If applicable, we must be provided with evidence of such consent having been given. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Tenant together with any schedules referred to therein so that we can attach a copy of this to the 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 them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into a Tenancy Agreement.

### Insurance

4. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You will also need to ensure that public liability is noted on the insurance policy. You will need to ensure that the insurer is aware if the Tenant is claiming housing benefit. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Tenants of the Premises to attach to the Tenancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Tenant then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that includes amongst others cover for loss of Rent, contents, and legal expenses. Mortimers will arrange for

a quotation to be provided for you from our Insurance Partner, the Lettings Hub, unless you instruct us otherwise.

#### **Taxation**

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

The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category, it is your responsibility to obtain a tax approval number from HMRC, in accordance with the Finance Act 1995.

The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk](http://www.hmrc.gov.uk). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non-Resident Landlord Scheme we shall make an administration charge as shown in Schedule 1. If the Tenant pays you direct, and you are non-resident in this country, and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

Should you move outside of the UK during a tenancy, you will need to make us aware as soon as possible. You are liable to pay all property taxes for periods where the property is vacant. You will also need to keep and maintain your records for VAT purposes. We will hold copies of your rental statements should you require them.

#### **Rent Arrears or Breach of Covenant**

6. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

#### **Reimbursement of the Agent**

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

#### **Water Rates**

8. You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Premises to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. We cannot be held liable if we do not manage the Premises; the Tenant does not provide an address or

gives an address that is not deemed acceptable by the water company. The water companies have now provided a website called LandlordTAP, <https://www.landlordtap.com/> for registration of the name and address of the current account holder for the water at the Premises. It is your responsibility to ensure the information is current to prevent any liability arising for yourself relating to water charges.

#### **Sub-Contractors**

9. Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contracting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges, or other expenses and that they, and not we, owe you a liability for the quality of their work. We may make a referral commission charge to the sub-contractor or supplier (refer to Landlord Fees Schedule).

#### **Housing Act 2004**

10. Due to this Act certain types of Premises may require a licence before they can be let. It is your responsibility to determine whether you need a licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs, or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises are let in a manner which requires a licence and you refuse to obtain one, we reserve the right to terminate our instruction immediately and to inform any Tenants or Occupiers of the Premises and the Local Housing Authority of the situation.

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

#### **Maintenance & Repairs**

11. You will need to ensure that at the commencement of tenancy the Property is suitably clean for occupation by the tenants. You will also have to maintain the Property in good standard of repair throughout the tenancy term whilst occupied by a Tenant. All necessary repairs and maintenance will need to be resolved as and when it is required, as stated in the terms of the Tenancy Agreement.

#### **Indemnity**

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

#### **Houses in Multiple Occupation (HMO)**

13. Complying with any order made by local authority relating to HMOs and completing any works required (prior to the tenancy commencing).

#### **England and Wales Postal Address**

14. Arranging postal re-direction at the property and providing us with an address in England or Wales for the Tenant to serve legal notices on you.

### **Keys**

15. Providing us with a minimum number of sets of keys, for the number of occupants agreed, together with any door entry and/or car park fobs, communal entrance codes and/or keys, and any alarm codes. All window keys must be left at the Property. Any costs incurred by the Agent for new keys will be charged to the Landlord, along with the addition of an administration charge, which can be found on the service level on page 5.

### **Disputes**

16. Inform us if you have a dispute regarding the contents of a check out report within 7 days of receiving it from the Agent.

### **House Builders' Guarantee**

17. Providing us with details of any House Builders' Guarantee if applicable.

### **Security during Void Periods**

18. The security of the Property during periods of vacancy are the Landlord's responsibility.

### **Availability**

19. If the Landlord fails to have the Property available for the period stated on page 5, the agent will not be responsible for any Tenant's abortive costs and the Landlord shall indemnify the Agent accordingly as stated above.

### **General Authority**

20. By signing this contract, you are confirming that you have the legal right to let the Property from which we have received your instruction. You will need to confirm to us in writing if any of the events listed occur: Notice to terminate our agency, appointment of other agents including estate agents offering the property for sale, notice to terminate or vary the terms of an active tenancy, approval for maintenance work in excess of your delegated spend limit, changes to your bank details, changes to your residency address, changes to your contact details, exchange or completion of a sale of the property or legal proceedings, bankruptcy or insolvency orders that have been issued against you.

### **Copyright**

21. All images, floorplans, sales particulars and any other printed material in relation to your property remain the property of the Agent (unless these items were paid by you, directly with the supplier of the services). Should you wish to use any images, floor plans or descriptive materials once our agency agreement has ceased or for the purposes of multi-agency marketing, this will be subject to payment of a marketing fee (refer to Landlord Fees Schedule). Should any of our marketing materials be used for marketing purposes by yourself or an appointed agent without our express permission then you will automatically become liable for payment of our marketing fee.

### **Transfer of Obligations**

22. We may transfer all our rights and obligations as your Agent to a third party that has been approved by the Agent.

### **Legal Jurisdiction**

23. These terms shall be governed, construed, and enforced in accordance with the law of England and Wales.

The Agent shall be under no liability for any theft or damage at the Property whilst vacant or between lettings.

### **General Data Protection Regulations**

24. The Landlord agrees that any personal data provided to them by the Agent, such as Tenants details, are safely stored and not passed onto any third party without the explicit consent of the individual to whom that data belongs and where that personal data is no longer required, that

such personal data is disposed of securely. The landlord further agrees that they will fully cooperate with the agent in the event of a Subject Data Access Request is received, and to compensate the Agent for any liability incurred through a failure of the Landlord to adhere to the General Data Protection Regulations.

#### **Privacy Notice**

25. Data controller – Mortimers (Aylesbury) Limited  
Midshires House, Smeaton Close, Aylesbury, Buckinghamshire, HP19 8HL

[hello@mortimersaylesbury.co.uk](mailto:hello@mortimersaylesbury.co.uk), 01296 398 555

**ICO Registration Number:** Z3323236

#### **Your Personal Data**

26. We will hold and process your personal data for a legitimate reason to ensure that we are able to fulfil all our contractual obligations to you. Therefore, your personal data will be shared with third parties to include but not limited to the tenants, contractors, software providers, tenancy deposit schemes, local council and utility companies to ensure the efficient management of your property. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected with the management of your property without your explicit consent.

#### **Right to Deletion**

27. You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or contact email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

#### **Right to Rectification**

28. You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

#### **Subject Data Access Request**

29. You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or contact email which will be actioned within 7 working days of receipt.

#### **Complaint**

30. In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number, which can be found above.



## Schedule 6: Deposit Handling

Deposit Protection From 1st June 2019, deposits will be capped at five weeks rent (monthly rent x 12 ÷ 52 x 5).

Amendments to the Housing Act 2004 took place on 6th April 2007, when Tenancy Deposit Protection (TDP) came into force on all new assured shorthold tenancies and stated that a landlord may no longer hold a security deposit on behalf of their tenant.

As a landlord, you are responsible for ensuring:

- the tenant's security deposit is forwarded to, or insured by, an approved scheme to be held for the term of the tenancy
- the tenant, or the person paying the deposit, (for example, parent, guarantor, or relevant person) receives the relevant scheme's prescribed information document and scheme rules/information within 30 days of receipt of the deposit or start of the tenancy, whichever is the sooner.

Deposit Holding Deposits must be registered with an approved deposit scheme within 30 days of the commencement of the tenancy, or from the date the deposit was received, whichever is sooner, and the deposit provider (tenant, guarantor, relevant person etc.) must be provided with the scheme's prescribed information. It is, however, your responsibility to ensure any changes to the prescribed information are notified to us or direct to your tenant throughout the tenancy period.

If the above is not done, you will not be able to serve a valid Section 21 notice on your tenant to regain possession of your property. In addition, a tenant can take court action against you for breach of contract, and a judge has the liberty of awarding them up to three times the amount of the deposit paid.

As part of our service, we will ensure it is registered with and transferred to our TDS Custodial scheme for the duration of the tenancy and the correct prescribed information is served on the tenant (and any relevant person) in accordance with Housing Act legislation. We will also ensure the correct clauses are added to the tenancy agreement.

### **TDS Custodial Deposit Dispersal At the end of a tenancy:**

- the check-out report will be organised with an inventory clerk (as the cost of the inventory check out differs depending on the size of your property, you will be notified of the cost prior to the commencement of the tenancy), and a copy will be forwarded to all parties for the deposit deductions to be negotiated.
- if the property is under our Management Service, the deposit negotiations will be carried out on your behalf, including obtaining quotations for any works necessary to cover damage or dilapidations to the property and the dispute paperwork be organised on your behalf.
  - if the property is not managed by us, it is your legal responsibility to obtain quotations speedily and to notify your tenant accordingly. Once deposit negotiations have been concluded, you should notify us of any deductions to be made to the deposit.
  - either party (us, you or the tenant) can start the repayment, process following the end of the tenancy.
- Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

- if the other party responds in the affirmative, the deposit will be repaid as per that agreement within ten calendar days.
  - if the other party responds in the negative, they can ask for the dispute to be resolved by TDS dispute resolution process.
    - TDS Custodial will invite us or you to set out the claim and provide supporting documentation such as a copy of the tenancy agreement together with any and all check-in/check-out reports, invoices and quotations.
    - TDS Custodial will then invite the tenant to view your evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence in turn.
    - after the evidence gathering process is complete, the case will be sent to one of TDS Custodial's independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit in accordance with the adjudicator's decision within a further ten calendar days.
    - the adjudicator's decision will be based only on the evidence sent to TDS Custodial; there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the government department in charge of the tenancy deposit protection schemes.
  - if the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within ten calendar days.
    - the statutory declaration is a sworn legal document confirming the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party. TDS Custodial provides a simple template to use for this process. Further guidance on this is available on their website or from their customer contact centre.
    - should the other party respond to the scheme to say they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other. Should we be instructed by you to prepare the documentation in respect of the deposit being referred to TDS for adjudication a fee will be chargeable, please refer to our Landlord Fee Schedule.
1. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant.
  2. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.
  3. The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

**Warranty**

4. The Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate the Agent for all losses suffered.

## Schedule 6: Zero Deposit Guarantee (Optional)

### Zero Deposit Guarantee <sup>TM</sup>

Mortimers use Global Property Ventures Limited t/a Zero Deposit to provide a Deposit replacement product (Zero Deposit Guarantee <sup>TM</sup> ). Global Property Ventures is authorised and regulated by the Financial Conduct Authority (reference number 797026). Zero Deposit's privacy policy can be found at [www.zerodeposit.com](http://www.zerodeposit.com). In the event you do not wish to accept potential tenants using the Zero Deposit Guarantee please advise of this decision prior to marketing your property for let.

Where, following an introduction by Mortimers, the tenant purchases a Zero Deposit Guarantee ("ZDG") through Zero Deposit ("ZD"), and the Tenant maintains the ZDG throughout the rental period in substitution of the Cash Deposit referred to in clause Schedule 6:-

1. Mortimers shall be entitled to receive a commission payable by ZD;
2. the Landlord accepts that the ZDG will be subject to the ZDG documentation, which will be provided to the Landlord by ZD and is also available by contacting [help@zerodeposit.com](mailto:help@zerodeposit.com); and
3. Mortimers shall as soon as reasonably practicable inform the Landlord in the event the ZDG is cancelled, in which case Mortimers shall, at the request of the Landlord, collect the Cash Deposit from the Tenant.

IMPORTANT NOTE: This wording is for illustrative purposes only and does not constitute legal advice.

## Schedule 7: Safety Legislation

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

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

### **Electrical Equipment (Safety) Regulations 1994**

2. You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations, there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.

### **Gas Safety (Installation and Use) Regulations 1994**

3. It is a criminal offence to let Premises with gas appliances, installations and pipework that have not been checked by a Gas Safe Registered Engineer and found to be safe. You will need to provide us with a copy of a Gas Safety Certificate ("GSC") carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises, we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight 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. If we are not managing the Premises, it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties. Records of safety checks must be retained for at least two years. All servicing, repairs or replacement of gas appliances must be carried out by a 'Gas Safe' registered engineer.

### **Electrical Safety (EICR – 18<sup>th</sup> Edition)**

4. In accordance with the Electrical Equipment (Safety) Regulations 1994, the wiring at the property in both fixed electrical equipment and the Property itself must meet all electrical and fire safety regulations. Checks must be carried out by qualified electricians who comply with certification requirements. As with all advisory legislation we strongly recommend you consider carrying out these tests. The Agent can hold no responsibility for any issues that occur because of these not being carried out.

### **Smoke Alarms and Carbon Monoxide Alarms**

5. It is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back-up. From October 1 2015, the Landlord will have the legal obligation to fit smoke alarms on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance before entering any new Tenancy. In addition, the Landlord is required to have the detector and alarms tested prior to the start of the Tenancy and to hold records of such tests. We will arrange fitting of the alarms and detector if required prior to the start of the Tenancy; and testing of the appliances prior to the start of the Tenancy. Maintenance of the appliances is the Landlord's responsibility during the Tenancy. The Tenant will be responsible for testing the alarms and detector during the Tenancy, replacing all defective batteries, and informing the Landlord or the Agent of any defect in the alarm or detector.

#### **Energy Performance Certificate (“EPC”)**

6. In order to comply with the European Economic Union (EEU) legislation on Energy Performance Certification, all properties going on the market for letting must have an EPC. A copy must be given 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 first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services as well as the cost of the EPC.

#### **Legionnaires' Disease**

7. In accordance with the Health & Safety Guidelines 274 Part 2 a landlord is responsible for the checking and monitoring of all water systems in their properties. This means an initial check should be carried out to ascertain the risk level of Legionella. As with all advisory legislation we strongly recommend you consider carrying out these risk assessments. The Agent can hold no responsibility for any issues that occur because of these not being carried out.

#### **Internal Blinds and European Safety Standards**

8. New European Regulations now apply to the installations for raising and lowering blinds, and the movement of curtains across windows. This means that new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent any danger of asphyxiation to a young child, and a warning notice with the purchasing material. Existing blinds and windows may need to be fitted with safety features to ensure compliance to ensure safety. If we are managing the Premises, we will check all blinds and curtains on a management visit and if necessary, arrange for the relevant safety feature to be fitted at the Landlord's expense. If we are not managing the Premises, it is the Landlord's responsibility to make such checks and arrange the fitting of any necessary safety feature. We have no liability if such precautions are not carried out.

#### **Furnishings**

9. Removing or replacing all furnishings, which do not comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. Any furnishings left behind must comply with current fire resistance requirements.

Schedule 8: Additional Clauses

### Schedule 9: Notice of the Right to Cancel (Consumer Landlords Only)

1. If you sign this contract **away** from our offices, either following face to face negotiations **or** if all the negotiations have been by phone or email and you have never dealt face to face with our representative, the following applies:
  - a. You have the right to cancel this contract within 14 days without giving any reason;
  - b. The cancellation period will expire after 14 days from the day you sign this Agreement;
  - c. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post, fax or email. You may use the cancellation form below, but it is not obligatory;
  - d. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired;
  - e. If you cancel this contract, we will reimburse to you all payments received from you but subject to clause g below. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract;
  - f. Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing. You may do this by signing in the relevant place on the signatures page;
  - g. **If you request in writing that we begin performance of the service prior to the end of the cooling off period and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to the work, we have done until you have communicated to us your cancellation.**



## **Cancellation Form**

If you decide to cancel this contract during the Cancellation Period, you must do so in writing by carrying out one of the actions below:

1. Complete and return the attached Cancellation Notice by delivering, or by sending it by first class post, or by email to:

**Mortimers (Aylesbury) Limited**  
**Midshires House**  
**Smeaton Close**  
**Aylesbury**  
**Buckinghamshire**  
**HP19 8HL**  
**Email: [hello@mortimersaylesbury.co.uk](mailto:hello@mortimersaylesbury.co.uk)**  
**Tel: 01296 398555**

at any time within the Cancellation Period.

**or**

2. Provide the same details in writing to:

**Mortimers Estate Agents**  
**Midshires House**  
**Smeaton Close**  
**Aylesbury**  
**Buckinghamshire**  
**HP19 8HL**  
**Tel: 01296 398555**

at any time within the Cancellation Period

Your Cancellation Notice takes effect as soon as it is posted or sent.

If you would like to know more about your rights you can contact your local Trading Standards Department, or your nearest Citizens' Advice Bureau.

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

To:

Mortimers (Aylesbury) Limited  
Midshires House  
Smeaton Close  
Aylesbury  
Buckinghamshire  
HP19 8HL  
Email: [hello@mortimersaylesbury.co.uk](mailto:hello@mortimersaylesbury.co.uk)  
Tel: 01296 398555

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these terms of business.

Ordered on: (insert date these terms were signed)

Name(s)

Address

Signature(s)

Date

### **Complaints Procedure**

As a firm accredited by the National Approved Letting Scheme, Mortimers (Aylesbury) LTD aims to provide the highest standards of service to all landlords and tenants, but to ensure that your interests are safeguarded, we offer the following:

- If you believe you have a grievance, please write in the first instance to Kerry Coyne at the address below:

**Mortimers (Aylesbury) Limited**

**Midshires House**

**Smeaton Close**

**Aylesbury**

**Buckinghamshire**

**HP19 8HL**

**Email: [hello@mortimersaylesbury.co.uk](mailto:hello@mortimersaylesbury.co.uk)**

**Tel: 01296 398555**

- The grievance will be acknowledged within 3 working days and then investigated thoroughly in accordance with established 'in-house' procedures. A formal written outcome of the complaint will be sent to you within 21 days. If we require longer than this timescale, we will advise you in writing and confirm our revised response date.
- If you remain dissatisfied with the result of the internal investigation, please contact Jonathan Mortimer who will review the complaint.
- Following the conclusion of our in-house review we will write to you with a final written statement.
- If you are dissatisfied with the conclusion of the in-house review of the complaint, you can refer the matter to The Property Ombudsman, 43-55 Milford Street, Salisbury, SP1 2BP.