



DOUGLAS & SIMMONS

**LETTINGS
TERMS OF BUSINESS**



TERMS & CONDITIONS (“the Agreement”)

This Agreement sets out the services we provide to you and also sets out your responsibilities as the Landlord.

THE SERVICES

INTRODUCTION ONLY/FIND A TENANT SERVICE

- Visit the property and advise upon rents, furnishings and related matters.
- Promote the property including advertising on internet portals, the local press, website and through our property listings, applicant database.
- Erect a “To Let” Marketing Board and a “Let by” marketing board when let.
- Arrange appointments for prospective Tenant(s) to view.
- Accompany prospective Tenant(s) to viewings.
- Negotiate and agree between Landlord and Tenant(s) subject to contract, a rent and length of Tenancy.

LETTING WITH TENANCY SET UP SERVICE

- Perform the “Introduction Only/Find Tenant(s) Service”.
- Provide full professional referencing.
- Provide and execute Tenancy agreement and to serve all relevant statutory notices.
- Collect one month’s rent in advance, together with a deposit in respect of non-performance of the Tenant(s) Tenancy obligations.
- Register the deposit to comply with the Tenancy Deposit Protection legislation.
- Arrange Inventory/Gas Safety Certificate/Electrical Safety Certificate/Energy Performance Certificate **(all charged to the Landlord at cost invoices will be provided)**.
- Forward balance of monies received after deduction of fees or invoice additional fees owing.

LET AND RENT SUPERVISION WITH TENANCY SET UP

- Perform the “Let Only with Tenancy Set Up Service”.
- Arrange to receive the rent from the Tenant(s) and forward it to the Landlord on a monthly basis.
- Payment to be made to the Landlord within 10 clear working days following receipt of the rent. Payment will be sent directly to the Landlord’s Bank or Building Society Account, unless otherwise directed.
- Provide a monthly statement of rent showing income, expenditure and balance.
- Provide an annual statement showing income, expenditure and balance, if required.
- Take all reasonable steps to demand the rent but not to be responsible for issuing proceedings for the recovery of rent on the Landlord’s behalf.

LET AND RENT SUPERVISION WITH TENANCY SET UP AND FULL MANAGEMENT

- Perform the “Let Only with Tenancy Set Up Service”.
- Visit the property whilst Tenant(s) are in occupation up to four times a year where possible; a report will be sent detailing any observations or maintenance that need addressing to the Landlord. N.B. General repairs, maintenance and visits will only be carried out during Tenancies and not during void periods whilst the property is not occupied, although this service can be offered by arrangement.
- Deal with any matters arising during the Tenancy in connection with general repairs and maintenance.
- Deduct payment for repairs and maintenance from the rent.
- Instruct tradesmen to carry out any maintenance, repairs and other work on the Landlord’s behalf.
- Try to arrange a mutually convenient time for contractors to meet the Tenant(s) when attending the premises to undertake work on the Landlord’s behalf.
- Deal with Tenant(s) daily enquiries.
- Recording and preparing for safety certificate renewal dates and Tenancy renewal dates, among other periodic events.
- Arranging payment of all outgoings such as regular payment of ground rents and service charges.
- Change of occupancy: Notification to utilities and Council Tax
- Arrange Check Out Inventory and Deposit Return **(Inventory services charged to the Landlord at cost - invoices will be provided)**

MANAGEMENT ONLY SERVICE

- Visit the property whilst Tenant(s) are in occupation up to three times a year where possible;a report will be sent to the Landlord detailing any observations or maintenance that need addressing. N.B. General repairs, maintenance and visits will only be carried out during Tenancies and not during void periods whilst the property is not occupied, although this service can be offered by arrangement.
- Deal with any matters arising during the Tenancy in connection with general repairs and maintenance.
- Deduct payment for repairs and maintenance from the rent.
- Instruct tradesmen to carry out any maintenance, repairs and other work on your behalf.
- Try to arrange a mutually convenient time for contractors to meet the Tenant(s) when attending the premises to undertake work on your behalf.
- Deal with Tenant(s) daily enquiries.
- Recording and preparing for safety certificate renewal dates and Tenancy renewal dates, among other periodic events.
- Arranging payment of all outgoings such as regular payment of ground rents and service charges.
- Arrange Check Out Inventory and Deposit Return (**Inventory services charged to the Landlord at cost - invoices will be provided**)

RENEWAL SERVICE

- Contact the Landlords towards the end of the initial fixed term to establish if the Tenancy is to be renewed.
- Review the rent and period of extension.
- Contact the Tenant(s) to establish if they wish to extend or renew the Tenancy advising of any proposed change in rent.
- Prepare extension/renewal documents for both parties.
- Try to ensure that both parties sign the documentation by the start date of the new period of Tenancy.

LANDLORD RESPONSIBILITIES

Consent For Letting – 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 the Tenancy Agreement.

Mortgage – If the premises are subject to a mortgage, you will need your mortgage company's written consent to the proposed letting. By signing this Agreement you confirm that you have consent to grant a Tenancy. The mortgage company may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgage company may charge you a fee for giving their permission. If your mortgage company has any special conditions relating to the Tenancy or type of Tenant(s) 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(s) at a later date.

Sub-letting – If you are a leaseholder, you will normally require the consent of your Superior Landlord, freeholder or their management agent before you can sub-let the premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant(s) and for you and your Tenant(s) 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 the relevant sections of the head lease together with any schedules referred to therein so that we can attach a copy of this to the Tenancy Agreement. If the Tenant(s) is/are not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon the Tenant(s). This could lead you to a breach of terms of your lease.

Insurance – 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(s) or a visitor to the premises is injured. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy which covers loss of rent and contents, and legal expenses.

Taxation – You will be liable for tax on income arising from letting the premises and you must inform the Inland Revenue 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 Inland Revenue website which can be accessed on www.hmrc.gov.uk. You must also keep all your invoices for six years for tax purposes. You should be aware that we are obliged to forward a form to the Inland Revenue annually detailing all Landlords whose premises we have let regardless of the country of residence of that Landlord. The Inland Revenue 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 the Inland Revenue. Until that approval number is given to us by the Inland Revenue we are legally obliged to deduct tax from your rental income at the prevailing rate which is currently 20%. This money is forwarded to the inland Revenue on a quarterly basis. If the Tenant(s) pays you directly, you are non-resident in this country and he has not received approval from the Inland Revenue to pay the rent gross, he must deduct tax and forward that to the Inland Revenue on your behalf. No person is exempt from this scheme.

Gas Safety (Installation and Use) Regulations 1998 – 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. You will need to provide us 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 month intervals. We need to give your Tenant(s) 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 certificate. We can arrange a GSC on your behalf at cost.

The Furniture and Furnishing (Fire) (Safety) (Amendment) Regulations 1993 – It is a criminal offence to let premises with upholstered furniture of soft furnishing which 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 apply to the following which must be match resistant, cigarette resistant and carry a permanent label;

- All upholstered furniture
- Sofas and living room suites
- Beds and divans including the upholstered bases
- Padded headboards
- Sofabeds
- Furniture with loose or fitted covers

- Children's furniture
- Cots and other items used by a baby or small child • Cushions
- Highchairs
- Mattresses of any size
- Pillows
- Garden furniture which may be used indoors

Electrical Equipment (Safety) Regulations 1994 – 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. An Electrical Safety Certificate can be arranged at cost.

Part “P” Building Regulations (Electrical Safety in Dwellings) – From January 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the premises.

Smoke Alarms and Carbon Monoxide Alarms – Under current legislation (The Building Regulations 1991) IT IS THE LAW THAT ALL NEWLY BUILT PREMISES FROM JUNE 1992 must have mains fitted smoke alarms with battery back up. Legislation insists that the same criteria apply to a House in Multiple Occupation. From October 2015 all rental properties are required by law to have smoke alarms and carbon monoxide alarms fitted. Smoke alarms should be installed on every floor and outside the front door to the property in a communal area. It is a Landlord's responsibility to ensure that all alarms are in working order at the start of a Tenancy.

Water Meters – The Tenant(s) has the legal right to have a water meter installed under the Water Act 2003. The Landlord cannot object.

Control of Legionella – It is the Landlord's responsibility to ensure that the property is safe from bacteria found in water systems. Particularly in systems that have become stale or stagnant through lack of use or irregular use. Most commonly found in air conditioning systems, humidifiers, whirlpool spas, hot water systems, showers, freshwater ice making machines internally and freshwater ponds, creeks and ornamental fountains externally. A risk assessment should be carried out by the Landlord to assess whether the conditions are right for bacteria to flourish in water temperatures from 20 to 45 degrees C and areas of stagnant water, infrequently used outlets, debris in the system and thermostatic mixing valves should be inspected.

Steps which can be taken;

- To raise the temperature of warm water – but not to cause scalding • Disinfect the system
- Insulate pipework
- Keep water systems covered and free from debris
- Flush through rarely used showers and taps

It is now law that Landlords carry out an assessment on all hot and cold water systems or pay a penalty of up to £20,000 to take place every 2 years or at the change of a Tenancy.

Energy Performance Certificates (“EPC”) – As from October 1st 2008 all properties going on the market for letting must have an EPC. The Landlord must provide us with an EPC when first giving instructions. The premises cannot be marketed without an EPC. We can arrange an EPC at cost on your behalf.

Inventory and Schedule of Condition – 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. 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(s) 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.

The Deposit – We will collect the deposit together with the initial rent payment from the Tenant(s) at the commencement of the Tenancy and regardless of the service used by the Landlord hold the deposit in a stakeholder capacity. As stakeholder we will be unable to release the deposit or any part of it to you or the Tenant(s) without the other party's written consent. The deposit or any balance payable will be paid to the Tenant(s) or Landlord as appropriate at the end of the Tenancy.

After the Tenancy ends you are entitled with the written consent of the Tenant(s) to ask us to deduct from the deposit money as compensation for damage or any breach of the Tenancy Agreement. You will need to specify the amounts to be deducted and the reasons for any deductions to be made. Provided the two parties agree to the deductions we will send you the amount agreed between the parties for damage, cleaning, unpaid bills, or unpaid rent and pay the balance if any to the Tenant(s). If the

amount of compensation you seek exceeds the amount held as the deposit, you may require the Tenant(s) to pay that addition sum within fourteen days of the Tenant(s) receiving that demand in writing.

Tenancy Deposit Scheme – To comply with the Tenancy Deposit Protection legislation the Agent is a member of the Deposit Protection Service which is administered by;

The Deposit Protection Service (The DPS)
The Pavilions,
Bridgwater Road,
Bristol,
BS99 6AA

If we are instructed by you to hold the deposit we shall do so under the Terms and Conditions of the Deposit Protection Scheme, a copy of which can be provided on request.

Rent Arrears or Breach of Covenant – It is your responsibility to take all necessary steps to ensure that action is taken to protect your interest, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of rent and to defend all action or other legal proceedings and arbitrations that may be brought against you in connection with the premises. All costs and disbursement incurred including legal costs and disbursements will be payable by you.

Reimbursement of the Agent – You will keep us reimbursed for any claim damage or liability whether criminal or civil suffered 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 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.

Housing Act 2004 – The regulations in the above Act concerning houses in multiple occupation ("HMOs") became law in April 2006 and were enforceable from July 2006. There is a general wide definition of the regulations which state that the following are HMOs:

- Student accommodation during term time.
- Properties inhabited by three or more people who are not a household and share kitchen and bathroom facilities. A household is defined as parents, grandparents, children, aunts, uncles and cousins.
- A building converted into flats pre June 1992 which does not comply with the Building Regulations 1991, has not been subsequently up-dated to the relevant fire safety standard and where a third or more of the properties are rented on short term Tenancies.

The Landlord may not have to carry out any action to ensure compliance. The above properties, like all private dwellings, must comply with the Housing Health and Safety Rating System (HHSRS), which is the new statistical means of measuring hazard and risk of injury at the premises. This system applies to all properties but those falling into the above category are subject to inspection by the Environmental Health Office. The responsibility for ensuring the premises comply is that of the Landlord. If we accept instructions to let the premises and subsequently an order is served to comply with the HHSRS, if we incur any costs for compliance due to an order being served upon us, the Landlord agrees to reimburse us within fourteen days of written demand or agreeing by signing this document that the costs may be deducted from the rent or other money received.

Mandatory Licensing – Under the Housing Act 2004 Landlords of certain property where individuals are living as more than one household will need to be licensed by their local authority. If your premises potentially require a licence you will either need to obtain a licence from the relevant Local Authority or we will only be able to let your premises to a single family group. The premises will require a licence if it falls into the following definition:

If the premises are three storeys or more and has three or more occupiers who do not form one household and share kitchen or bathroom facilities.

Bank Accounts and Standing Orders – We will use our best efforts to arrange for a standing order to be set up so that the Tenant(s) can send rent payments direct to us. You should set up a facility with your bank to ensure payment of all regular outgoings to take account of alterations to the rent payment date, void periods or failure by the Tenant(s) to pay the rent. We cannot be held responsible if the Tenant(s) fails to pay the contractual rent. We can advise you to instruct specialist solicitors to take further action. You will be responsible for the legal charges and expenses incurred

Interest on Clients' Monies and Commission – Any interest accrued on clients' money which we hold 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.

Acts of Third Parties – We will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party which may arise.

Money Laundering – In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulation 2003 we require you to provide us with one proof of identity (passport, national identity card or driving licence) and one proof of residence (council tax bill, utility bill or bank statement).

Termination – Either party has the right to terminate this Agreement in writing;

- Upon giving three month's notice
- Upon the Tenant(s) vacating the property.
- If the other party breaks any important term or condition of this Agreement during a Tenancy 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.
- We may terminate our retainer immediately 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 to continue providing these services.

Assignment – We reserve the right to assign our rights or obligations under this Agreement upon giving you three month's written notice.

Data Protection Act 1998 – 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 information 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 to do so by law; or to pass it to a government agency by law; when instructing solicitors; or 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.

Oh Goodlord Limited ("Goodlord") - has been engaged by Douglas and Simmons to provide energy supply management services to the Landlord's Property. The Landlord hereby authorises Douglas and Simmons to use Goodlord to manage the energy supply during the void period of their property(s). This may result in Goodlord changing the electricity and/or gas supplier for the Property; however, this will not prevent the Landlord from changing to a different energy provider if desired.

The Landlord agrees that Douglas and Simmons may pass the Landlord's name and contact details to Goodlord for the purposes of:

- (a) entering into contracts with Goodlord's preferred energy supplier in connection with the supply of gas and/or electricity to each Property while that Property is vacant
- (b) engaging with relevant energy suppliers in connection with the management and administration of any energy supply contract(s) in connection with each Property
- (c) registering the Landlord with the relevant local authority for the payment of council tax; and
- (d) registering the Landlord with the incumbent water supplier to the property. The water supplier may contact the Landlord in order to provide further information about its services and products and conclude an agreement with the Landlord for those services and products.

FEES

(All fees are subject to VAT unless otherwise stated)

INTRODUCTION ONLY/FIND A TENANT SERVICE

50% of one month's rent subject to a

minimum fee of £500.00 INC VAT

LET ONLY SERVICE WITH TENANCY SET UP

75% of one month's Rent subject to a
Deposit Registration with DPS

minimum fee of £650.00 INC VAT
£50.00 INC VAT

LET AND RENT SUPERVISION WITH TENANCY SET UP

75% of one month's rent subject a
Monthly commission of
*(Our commission will be payable whether the Tenancy
continues as a Fixed Term or a Periodic Tenancy)*
Deposit Registration with DPS

minimum fee of £650.00 INC VAT
10% INC VAT

£50.00 INC VAT

FULL MANAGEMENT WITH TENANCY SET UP AND RENT COLLECTION

75% of one month's rent subject to a
Monthly commission of
*(Our commission will be payable whether the Tenancy
continues as a Fixed Term or a Periodic Tenancy)*
Deposit Registration with DPS

minimum of £650.00 INC VAT
15% INC. VAT

£50.00 INC VAT

FULL MANAGEMENT WITH TENANCY SET UP, RENT AND LEGAL PROTECTION

75% of one month's rent subject to
Monthly Commission of
Rent and Legal Protection
*(Our commission will be payable whether the Tenancy
continues as a Fixed Term or a Periodic Tenancy)*
Deposit Registration with DPS

minimum of £650.00 INC VAT
15% INC VAT per month
£40.00 INC VAT per month

£50.00 INC VAT

RENEWAL SERVICE

Administration Charge
(For all periodic and fixed term Tenancies)

£195.00 INC VAT

TENANT PURCHASERS

THE PROPERTY THEY ARE RENTING
Introduction fee will be 50% of the sales office commission
with minimum fee of

£1200.00 INC VAT

PROFESSIONAL PHOTOGRAPHY AND FLOOR PLAN

Up to 12 Photos and a Floor Plan

£180.00 INC VAT

LANDLORD'S ACCEPTANCE FORM

Address of Property to be Let

Post Code

Agreed Marketing Price £ per calendar month

Available Date Furnished or Unfurnished

Agreed Service

At the fees and charges as listed in this agreement unless otherwise stated.

- ☐ INTRODUCTION ONLY/FIND A TENANT SERVICE
- ☐ LET ONLY SERVICE WITH TENANCY SET UP
- ☐ LET AND RENT SUPERVISION WITH TENANCY SET UP
- ☐ FULL MANAGEMENT WITH TENANCY SET UP
- ☐ FULL MANAGEMENT WITH TENANCY SET UP, RENT AND LEGAL PROTECTION
- ☐ PROFESSIONAL PHOTOGRAPHY AND FLOOR PLAN
- ☐ INVENTORY COSTS AS PER SCHEDULE @ £_____ INC VAT

Agreed as the legal owner(s) of the property

Title	Title
Full Name	Full Name
Signature	Signature
Date	Date

Agreed on behalf of Douglas and Simmons Lettings

Full Name

Signature

Date

MONEY LAUNDERING REGULATIONS 2003

By law we have to obtain evidence of a Landlord's identity and proof of residence

Landlord Address

Post Code

Landlord Name

Proof of Identity

Evidence Provided Passport/National Identity Card/Full Driving License

ID Reference Number

Proof of Residence

Evidence Provided Council Tax Bill/Utility Bill/Mortgage Statement/Bank Statement

Reference No. Date

Landlord Name

Proof of Identity

Evidence Provided Passport/National Identity Card/Full Driving License

ID Reference Number

Proof of Residence

Evidence Provided Council Tax Bill/Utility Bill/Mortgage Statement/Bank Statement

Reference No. Date

I certify that I have verified the identity of the above client(s) previously known to Douglas and Simmons Lettings.

Sign

Print

Date

ADDITIONAL LANDLORD SET-UP COSTS

Please note prices are correct at the time of printing but are subject to change and therefore should be viewed as approximate.

ENERGY PERFORMANCE CERTIFICATE

Certify a property's Energy Performance providing estimated energy use, carbon monoxide emissions and fuel costs of the property. An assessment of the key individual elements that have an impact on the property's efficiency rating.

Inspection and Certificate **£132.00 INC VAT**

LANDLORD GAS SAFETY CERTIFICATE

Investigate whether gas installation meets current regulations. Soundness tests carried out and operating pressures checked. Visual condition inspected.

Up to 2 items **£114.00 INC VAT**

Plus a boiler service **£90.00 INC VAT**

ELECTRICAL SAFETY CERTIFICATE

Lettings Condition Report and Portable Appliance Testing: the electrical report lasts 5 years and the PATs need re-doing annually. The Lettings Condition Report Inspections includes testing of electrical items with calibrated equipment and visual electrical inspection providing a basic report on the condition of the earth-bond system, CCU, lighting circuits, power circuits and smoke alarms.

4 bed £300.00 INC VAT

3 bed £240.00 INC VAT

1-2 bed £216 INC VAT

Portable Appliance Test £60.00 INC VAT

OWNERS AND PROPERTY INFORMATION

This is essential information required in order for us to prepare a Tenancy Agreement and pay you your rent. Please complete and return as soon as possible.

- **For Full Management services please complete all pages**
- **For Rent Supervision and Let Only services please complete the front page only**

Douglas and Simmons do not accept any responsibility for any problems experienced at the commencement, during or at the end of the Tenancy where inaccurate information has been provided or the form has not been completed in full.

Full name of legal owner(s)

First Name

Middle Names(s)

Surname

First Name

Middle Names(s)

Surname

Correspondence address

Post Code

Tel no.

Mobile No.

Email Address

Name and address of bank

Post code

Account Name

Sort Code

Account number

Mortgage lender name

Account No.

Next of Kin/Emergency contact

Name

Contact number

Email address

Name and address of accountant

Post code

Tel no.

Email address

GAS**Is there a supply of gas to the property?**

YES / NO

If YES, please provide the following:

Supplier name

Contact No.

Do you have a service contract?

YES / NO

If yes please provide the following:

Service provider

Account/Reference no.

Service contract type (e.g. 3*/gold)

What equipment is covered?

When is the next service due?

Do you have a gas safety certificate?

YES / NO

If YES, when does it expire?

If no, would you like us to arrange one for you

YES / NO

Where is your gas meter located?

Type of Meter

Serial Number

ELECTRICITY

Supplier name

Contact no.

Do you have economy 7 heating?

YES / NO

Please give details:

Is the supply pad by way of a prepayment key or card? YES / NO

If heating is electric, what type of heating is it?
Warm air, storage heaters, other?

Where is your electricity meter located?

Type of Meter

Serial Number

Do you have an electrical safety certificate? YES / NO

If yes, when does it expire?

If not, would you like us to arrange one for you? YES / NO

Do you have a Portable Appliance Test certificate? YES / NO

If yes, when does it expire?

If not, would you like us to arrange one for you? YES / NO

WATER

Supplier Name Tel no.

Do you have a water meter? YES / NO

If yes, where is the water meter located?

Meter serial number

Meter point reference number

Location of stopcock

TELEPHONE AND BROADBAND

Telephone Supplier Broadband Supplier

Cable/Broadband/Fibre

Do you have satellite tv at the property? YES / NO

If yes, who is the provider?

COUNCIL TAX

Which local authority do you pay your council tax to?

Property reference number

Council Tax Band

INSURANCE

Buildings Insurance provider

Tel no.

Policy number

Expiry date

Contents Insurance provider

Tel no.

Policy number

Expiry date

Warning! Standard homeowners insurance becomes invalid once a Tenant(s) takes up occupation (please check your policy documents). For specialist Landlord quotes please contact Douglas and Simmons Lettings.

Head lease details and managing agents information

GENERAL MAINTENANCE

If you would like us, where possible, to use the services of a particular individual or company in respect of the following, please fill in the information below:

Electrician

Tel no.

Plumber

Tel no.

Builder/General Maintenance

Tel no.

Gardener

Tel no.

Other

Tel no.

GENERAL EQUIPMENT / MAINTENANCE

Please tick below appliances that are included within the rental and provide details of any guarantees/service contracts if applicable:

-
- ☐ Dishwasher
 - ☐ Tumble dryer
 - ☐ Washing machine
 - ☐ Cooker
 - ☐ Freezer
 - ☐ Fridge
 - ☐ Microwave
 - ☐ Central heating
 - ☐ Swimming pool
 - ☐ Hot tub
 - ☐ Alarm contractor
 - ☐ Other
-

Any specific instructions

(e.g. garage door needs to be pulled towards you in order to lock it, neighbour mows grass every other week etc)

Specific property requirements

(e.g. water softer, cleaning product requirements, pool instructions, work surface instructions) Are you aware of anything else at the property or surrounding the area that we need to be aware of e.g. asbestos, building application or permissions etc.

Please advise as to whether the property is subject to any restrictive covenants, e.g. not allowed to keep a caravan at the property.

MOVING ABROAD

If moving abroad please ensure that we are advised as we need to fill in an online tax form that has to be completed for each Landlord to avoid the necessity of tax being deducted at source.

KEYS TO THE PROPERTY

Please supply us with ample sets of front door keys to the property (minimum 3) before you vacate the property. The remainder should be left at the property and clearly labelled.

Thank you for taking the time to complete this form.

This information will enable us to act more efficiently on your behalf.

TAX ON RESIDENTIAL LETTINGS

Letting residential investment property is treated as running a business - even if you only let out one property. And if you let out more than one property in the UK, they'll all be treated as a single business.

Whether you let one or several properties, you're taxed on the overall 'net profit'. You work this out by:

- Adding together all your rental income
- adding together all your allowable expenses
- taking the allowable expenses away from the income

Working out your net profit like this means that you can offset a loss from one property against the profit from others. Your net profit counts as part of your overall taxable income.

You need to tell HM Revenue and Customs (HMRC) when you make taxable profits from letting property, within six months after the end of the tax year in which you make them. If you do not, you may be liable to a penalty. If HMRC ask you to send in a tax return you will need to give details of your rental income and expenses for the tax year even if there is no tax to pay.

EXPENSES AND ALLOWANCES ON INCOME FROM PROPERTY

If you let out property you can deduct certain expenses and tax allowances from your rental income to work out your taxable profit (or loss). If you have several UK residential lettings you pool the income and expenses together. But you work out holiday letting and overseas letting profits separately.

Allowable expenses

The expenses you can deduct from letting income (unless it's under the Rent a Room scheme) include:

- letting agent's fees
- legal fees for lets of a year or less, or for renewing a lease for less than 50 years
- accountant's fees
- buildings and contents insurance
- interest on property loans
- maintenance and repairs to the property (but not improvements)
- utility bills (like gas, water, electricity)
- rent, ground rent, service charges
- Council Tax
- services you pay for, like cleaning or gardening
- other direct costs of letting the property, like phone calls, stationery, advertising

If your annual income from the letting for the current tax year is less than £70,000 (before you've taken off expenses) you include the total expenses on your tax return; if it's £70,000 or over you need to provide a breakdown.

Bear in mind that you can only claim expenses that are solely for running your property letting business. If the expense is only partly for running your business (or if you use the property yourself) then you may only be able to claim part of it.

You are advised to consult a Tax Accountant if you have additional questions

NON-ALLOWABLE EXPENSES

When you work out your profit, you can't deduct:

- personal expenses - costs that aren't to do with your letting business
- any loss you make when you sell the property

But you may be able to claim some allowances instead.

Allowances that can reduce your taxable profit

There are different types of allowance you may be able to claim for your capital costs. Capital costs include expenditure on assets like furniture and machinery. The allowances you can claim for some of your capital costs vary according to the type of letting.

UK and overseas furnished residential lettings

In the summer Budget of 2015 the Government confirmed its intention to introduce measure intended to improve how Landlord's businesses are taxed. The new measures are designed to provide consistency and fairness in the taxation of rented properties.

As of April 2016 Landlords will only be allowed to deduct the costs they actually incur for replacing furnishings in their rental properties.

All Landlords are eligible for the relief irrespective of whether the property is furnished unfurnished or part furnished.

How much capital allowance can you claim?

The tax relief that Landlords of residential properties get for finance costs will be restricted to the basic rate of Income Tax. This will be phased in from April 2017.

Directory

Lettings and Property Management

26 Market Place
Wantage
Oxfordshire
OX12 8AE
T: 01235 766222
E: lettings@douglasandsimmons.co.uk

Residential Sales and Country Homes Land, Development and New Homes

25 Market Place
Wantage
Oxfordshire
OX12 8AE
T: 01235 766222
E: sales@douglasandsimmons.co.uk

Mortgages and Financial Planning J Finance Ltd

6A London Road
Newbury
Berkshire
RG14 1JX
T: 01635 521300
E: jonathan@jfinance.co.uk

London and Overseas

40 St James's Place London
SW1A 1NS
T: 020 7839 0888
E: enquiries@tlo.co.uk