

## Terms and Conditions of Business

This documents sets out the basis on which **Red Key Property Services Limited** will carry out Letting and Management Services on your behalf.

### Agent Details:

**Agent:** Red Key Property Services Limited

**Company Registration Number:** 06946153

**Registered Office:** The Granary, Brewer Street, Bletchingley, Surrey RH1 4QP

### Landlord Details:

**Landlord Name(s):**

**Landlord Address:**

### Premises Address to be let:

### Service Type and Commission Percentage:

- |                              |                          |  |
|------------------------------|--------------------------|--|
| RED(Let Only)                | <input type="checkbox"/> | 60% of first Month Rent (72% incl VAT) |
| RED PLUS (Full Management)   | <input type="checkbox"/> | 10% of monthly rental (12% incl VAT)   |
| RED PREMIER (Rent Guarantee) | <input type="checkbox"/> | 12.5% of monthly rental (15% incl VAT) |

## General

### 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. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not 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 Agent in a stakeholder capacity 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
  - o. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
  - p. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
  - q. "TDS" means The Dispute Service whose details are shown in the Tenancy Agreement.
  - r. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
  - s. "Agreement" means this Terms of Business signed between the Agent and the Landlord
  - t. "Member" means the Agent who is a member of the Tenancy Deposit Scheme.
  - u. "Regulations" means the Consumer Contracts ( Information, Cancellation and Additional Charges) Regulations 2013
  - v. "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

### **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 or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be (insert agent's address).

### **Service Information**

5. We trade as a Limited company registered at Companies House (Reg. No 06946153)
6. Our VAT number is 975525190
7. 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: N03406.
8. We are members of the Association of Residential Lettings Agents (ARLA) and subscribe to the code of conduct of that organisation.

### **Acts of Third Parties**

9. 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.
10. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

### **Termination**

11. Either party has the right to terminate this Agreement in writing:
  - a. upon the Occupier's vacation of the Premises;
  - b. either party giving two full months notice in writing
  - c. 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;
  - d. 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.
  - e. either party carries out or suggests that the other should carry out any form of unlawful discrimination.

### **Assignment**

12. 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**

13. 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**

14. 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**

15. In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 we require you to provide us with one proof of identity and one proof of residence, which can be selected from the list below. You should either send us the original documents for copying and returning to you; or provide us with copies certified by a solicitor as genuine. We apologise but we will not be able to accept printouts of online bank statements or utility bills.

##### List A: Proof of Identity

- Full Passport
- National Identity Card
- Full Driving Licence

##### List B: Proof of Residence

- Council Tax bill
- Utility bill
- Mortgage statement
- Bank Statement
- Credit or Charge Card Statement.

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.

#### **16. Variation**

The Terms of Business may only be varied if agreed between the Landlord and the Agent and confirmed in writing by both parties.

## **Schedule 1 Description of Services and Agent Obligations**

### **1.1 RED Service (Let Only)**

**Fees: 60% of first month rent plus VAT (72%) ( minimum fee £300 plus VAT (£360))  
Let Only Extension Service: £150 plus VAT (£180)**

The total commission for the term, which is not refundable, is payable on commencement of the tenancy and will be deducted from the initial rents received. Should the initial monies not cover the total invoice, the balance will be payable within 5 working days of the commencement of the tenancy. This commission is due upon any introduction of a Tenant by Red Key whether or not the tenancy was set up by Red Key. The Extension Fee will be payable for any extension negotiated by us on your behalf and will be due at the commencement of each renewal period.

The RED Service includes the following:

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

We will visit the Premises to view them and provide you with an indication of the current market Rent achievable.

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 all mediums as necessary including websites and portals. 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 bye-laws or conservation area restrictions prevent the erection of a Board.

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.

Negotiate any offers received between you and the applicant and confirm all the terms of the offer to you for acceptance.

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

Provide them with a sample Tenancy Agreement;  
Take up references upon each applicant whenever possible.

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. If the applicant passes the referencing procedure the references will be forwarded to you for approval.

You will need to confirm that the references are acceptable. If we do not hear from you to the contrary within seven days we will assume acceptance and proceed with the letting, provided that we have received a signed copy of this Agreement and the necessary funds. 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.

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.

Our standard Tenancy Agreement provides that the Landlord will pay for the check in of the Inventory at the start of the Tenancy by an independent inventory clerk and the Tenant will pay for an independent inventory clerk for a check out report 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.

We do not employ inventory clerks. There will be a charge for an inventory clerk to prepare the Inventory and Schedule of Condition and the time taken to check the Tenant into the Premises. This charge reflects the time taken for preparation and check in. The Tenant pays the cost of the time required to check the Tenant out of the Premises at the end of the Tenancy.

If you are preparing the Inventory we must receive it from you at least **two** days prior to commencement of the Tenancy. Otherwise we will instruct an inventory clerk to compile an Inventory and Schedule of Condition on your behalf and at your expense.

At the start of the Tenancy a check in of the Inventory will take place and a check-out report of the Inventory and Schedule of Condition will be carried out at the end of the Tenancy. Our Tenancy Agreement makes it clear that the Landlord will pay for the check in report and the Tenant will pay for the cost of compiling the check out report.

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.

Notify the electricity, gas, water and telephone companies 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 change over. Some suppliers will not take instructions from us in which case you must contact them direct to take the accounts out of your name.

Arrange the cleaning of the Premises if instructed in writing. There will be an administration charge as shown in Additional Services in addition to the cleaning charge.

Collect the first month's Rent and if necessary subsequent payments to pay our Commission, together with the Deposit which is usually equivalent to one month rent plus £100, and try to arrange the signing of a standing order so that future Rent payments are made promptly direct to your bank account.

Accept the Deposit from the Tenant on your behalf and pass it to you for registration according to the clause below.

If you decide to hold the Deposit and the Tenancy is an Assured Shorthold Tenancy you must specify to us prior to the start of the Tenancy under which other Tenancy Deposit Protection Scheme the Deposit will be covered. If the Deposit is covered by Tenancy Deposit Solutions you must provide proof of membership, together with a copy of the insurance policy before the Deposit can be released. If the Deposit is sent to the custodial scheme known as the Deposit Protection Service (DPS) we will give you a cheque for the amount of the Deposit made payable to the DPS for you to forward on.

Request a minimum of **three** sets of keys from the Landlord prior to the Tenancy commencing and any meter cupboard keys as appropriate. 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.

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.

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 an administration fee as shown in Additional Services. 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.

Arrange a check out of the Inventory if we manage the Premises. If we do not manage the Premises a check out can be arranged subject to an administration charge plus the cost of the check out charged by the inventory clerk as shown in Additional Services.

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.

Advise you that 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 up to the sum of £240 including VAT.

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

Warn that we will not arrange works prior to a letting (whether requested by you or the intended Tenant) unless sufficient funds are held to cover the cost and the Landlord has requested us to do the work in writing.

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.

Advise that if you use the RED 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.

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.

## Renewal

We will do the following:

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. If we are not managing the Premises service of Notice is subject to a charge as shown in Additional Services. If you prefer to negotiate direct with the Tenant our Fees as shown at Section 1 continue to be payable.

Write to 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.

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. While we will make every effort to obtain the signed extension documents we have no liability if the Tenant fails to return them.

Date the signed documents once we have received them to complete the contract and send the documents received to the relevant party. You will receive the copy signed by the Tenant and the Tenant receives the copy signed by you.

Inform you that if the Tenant has an Assured Shorthold Tenancy and it continues to roll-on on a month to month basis (i.e. a periodic Tenancy) rather than agreeing a new fixed Term then the Rent can only be lawfully increased 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 that they have a right to challenge the increase by serving you with a counter notice and ultimately referring the increase to the Rent Assessment Committee. 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.

When a tenancy is renewed or a statutory periodic tenancy arises the Deposit must continue to be properly protected in the relevant Scheme.

If we negotiate a renewal or you instruct us to write to the Tenant confirming that they will continue to occupy as statutory periodic tenants, we will ensure continued compliance with the Scheme, including serving Prescribed Information within 30 days of the end of the fixed term.

## 1.2 RED Plus Service (Let and Management)

### **Fees: 10%+ VAT (12%) of the total rental under the Agreement**

The fees for this service will be deducted monthly from the rents received for the duration of the tenancy and any further extensions to the tenancy agreement. Fees are payable for the extension of the tenancy agreement whether or not we have negotiated the renewal.

The RED Plus Service includes everything under the RED Service plus the following:

- a. 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 within 7 working days after receipt of cleared funds, less our agreed fees and expenses into your nominated bank or building society account.
- b. We will provide a monthly rental statement of account showing rents received and any deductions.
- c. You agree to compensate us within 7 days of a statement of account from us for payment of all claims, costs, and expenses incurred as a result of repayments made by us on your behalf for any overpaid state-provided benefits. It will be your responsibility to recover these monies from the Occupier.
- d. You should set up a facility with your bank to ensure payment of all regular out-goings to take account of alterations to the payment dates, void periods or failure by the Tenant to pay any sums due.
- e. We cannot be held responsible if the Tenant fails to any sum due under the Occupancy Agreement unless it is due to our negligence or breach of contract. We will however take action in your name to recover unpaid monies by serving the appropriate letter requesting payment to the Occupier. 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.
- f. 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. In particular, 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.
- g. Deal with day-to-day management matters, including minor repairs up to a maximum figure for any one item which will be agreed with the Landlord at the time of taking the instruction and the signing of this Agreement. Except in the case of an emergency or to enable you to comply with statute, wherever practical, an estimate is obtained and submitted to you for approval for works of redecoration, renewal or repair likely to cost more than £150. An additional supervisory fee as specified in Schedule 2 is charged for supervising work in excess of £400. 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.
- h. Retain from the first payment made by the Occupier after all our Commission, fees, costs and expenses have been paid the sum of £200 which will be held to create a repair fund. We will then retain enough money from each subsequent payment with such monies again being added to the repair fund to ensure it is maintained at the same level throughout the Tenancy.

- i. 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 up to a maximum of £150 except in an emergency which risks significant damage to your Premises or to the life of an individual where the amount is unlimited. You however remain liable for the payment of all invoices to tradesmen.
- j. 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.
- k. 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 we do not hold any or sufficient funds unless the loss or damage is due to our negligence or breach of contract.
- l. Try to visit the Premises approximately **two** times 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 in order 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 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.
- m. 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 2 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 2.
- n. Supervise, under certain circumstances, either the partial or total refurbishment of properties. To supervise this work we will charge a fee being a percentage of the total cost of the work but subject to a minimum charge as shown in Schedule 2. We cannot supervise any refurbishment until we hold cleared funds to the value of the contract together with our agreed fees.
- o. 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 will charge waiting time at the Premises as shown in Schedule 1 in addition to the invoice of the contractor. We do not meet contractors if we do not manage the Premises.
- p. 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.
- q. We will collect the Deposit from the Tenant at the commencement of the Tenancy and hold the Deposit in a Stakeholder capacity protected with the TDS (The Dispute Service). As Stakeholder we will be unable to release the Deposit or any part of it to you or the Tenant without the other party's written consent. The Deposit or any balance payable will be paid to

the Tenant or Landlord as appropriate at the end of the Tenancy. Any accrued interest will be used to cover any bank and administration costs incurred by ourselves.

### **1.3 RED Premier Service (Full Management and Rent Guarantee)**

#### **Fees: 12.5% + VAT (15%) of the total rental under the agreement**

The fees for this service will be deducted monthly from the rents received for the duration of the tenancy and any further extensions to the tenancy agreement. Fees are payable for the extension of the tenancy agreement whether or not we have negotiated the renewal.

The RED Premier Service includes everything under the RED and the RED Plus Service and the following:

- a. Try to visit the Premises approximately **three** times 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 in order 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 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.
  - b. Included in this service is a Rent Guarantee and Legal Insurance Policy for the property which covers the rent from the first day it is unpaid to the date of vacant possession. The policy covers the legal expenses of obtaining vacant possession and there is no excess on the policy.
- 2 Either party may withdraw instructions to manage the Premises upon giving three months' written notice. However our fees for the Letting Service remain payable as specified in Schedule 2.

#### **Schedule 2: Fees and Commissions**

**The Landlord should read the Terms of Business carefully and in particular 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.**

##### **Commission**

1. You are responsible for paying our Commission 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 occupier 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. Our Commission is payable whether or not we are the effective cause of the transaction.

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**

2. Value Added Tax will be chargeable on all Commission at the prevailing rate (currently 20%). This rate may change from time to time and the total cost will change accordingly. All fees contained within this Agreement are shown **exclusive and inclusive** of VAT.

#### **Commission Due**

3. Our Commission payment will become due at the agreed start date of the Occupation Agreement and we will take payment from the monies paid by the Occupier of the Premises until our Commission and any other fees and disbursements have been paid. Our other fees and disbursements will be taken in full from payments made by the Occupier. Should the Occupier 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**

4. 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.

5. **Withdrawal from an Agreed Offer**

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 up to the sum of **£200** excluding VAT (£240). 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 Property.

#### **Sales Commission**

6. We do not charge sales commission if the Tenant purchases the Premises from the Landlord; or if the Landlord sells to a third party.

#### **Sub Agency**

7. 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.

### **2.1 Additional Services, Set up Fees and Extension Fees**

#### **RED Service**

A fee in accordance with bedroom size and furnishing will be charged to cover the cost of the Inventory and Schedule of Condition

A fee of £150 plus VAT (£180) will be charged for the negotiation and drawing up of any Extension Agreement under the RED Extension Service

Deposit Registration with the TDS fee of £25 plus VAT (£30)

If you require us to assist in negotiations in relation to end of tenancy deposit issues we will charge a fee of £125 plus VAT (£150)

## **RED PLUS Service**

A fee of £250 plus VAT (£300) will be charged to cover the cost of the Tenancy Agreement, Inventory and Schedule of Condition, Check In and registration of the deposit with the TDS.

Commission will be taken monthly on all extensions whether or not negotiated by us. A fee of £65 plus VAT (£78) will be charged for the drawing up of the Extension Agreement

If you require us to assist in negotiations in relation to end of tenancy deposit issues we will charge a fee of £125 plus VAT (£150)

## **RED PREMIER Service**

A fee of £250 plus VAT (£300) will be charged to cover the cost of the Tenancy Agreement, Inventory and Schedule of Condition, Check In and registration of the deposit with the TDS.

Commission will be taken monthly on all extensions whether or not negotiated by us. A fee of £65 plus VAT (£78) will be charged for the drawing up of the Extension Agreement

## **Additional Services**

- a. Consultancy is offered on request and will be charged at the rate of £50 excluding VAT per hour, plus travel and other reasonable expenses and costs. This Service includes additional visits to a Premises if we are managing, serving a Notice under Section 13 of the Housing Act 1988, waiting time at a property, having extra sets of keys cut, arranging cleaning prior to the start of a Tenancy, arranging safety checks, arranging installation of smoke alarms or carbon monoxide alarms, arranging an Energy Performance Certificate or obtaining consent from a lender or a Superior Landlord.
- b. Checking and making any alterations requested by your solicitor to our standard Tenancy Agreement: £30 including VAT per hour or part of an hour.
- c. Service of Notices to terminate a Tenancy when we are not managing the Premises will be subject to an administration fee of £50 plus VAT (£60)
- d. Visits during a void period using our caretaking service will be £30 excluding VAT (£36) for one visit each week during office hours.
- e. Instructing contractors during a void period or if we are not managing the Premises will incur an administration fee of £25 excluding VAT (£30) payable in advance together with the cost of the contractor. This Service is only offered provided we have written instructions from the Landlord and hold sufficient cleared funds to cover the cost of the work plus our fees.
- f. Supervise the partial or total refurbishment of the Premises for a fee of 10% of the total cost of the work excluding VAT where our sister maintenance company is not employed.
- g. If the Landlord is not resident in the UK we will charge an administration fee of £30 plus VAT (£36) each quarter for tax retention and completion of the documentation required by the Centre for Non Residents.
- h. Annually we will provide a certificate of income and expenditure for the financial year and a charge of £20 excluding VAT (£24) per property will be made for this service
- i. Preparation of documentation for County Court proceedings or TDS adjudication will be £100 excluding VAT (£120) plus our reasonable costs and expenses and attendance at court or any tribunal on your behalf will be charged at £30 excluding VAT (£36) per hour plus our reasonable costs and expenses.

## **Schedule 3: 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 an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. 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. 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 an Occupation Agreement.

### **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. 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 Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier 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 an Occupation 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 must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier 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 covers loss of Rent and contents, and legal expenses.

### **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.

6. 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. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). 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 2. If the Tenant pays you direct, 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.

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

7. 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**

8. 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**

9. 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.

#### **Sub-Contractors**

10. 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. For clarity Red Key Property Services may employ our sister company Rainbow Property Maintenance to rectify any maintenance issues in accordance with the property.

#### **Housing Act 2004**

11. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property 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 a adequate

licence for the letting of your Premises. If we become aware that the Premises is 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 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 commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. 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 Occupier or from any other property owned by you where we collect or hold sums on your behalf.

#### **Indemnity**

12. If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for an 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.

#### **Deposit Protection**

13. If you are holding the Deposit, whether we received it from the Tenant or not, it will be your responsibility to ensure continued protection from time to time during the tenancy. When a tenancy is renewed, or a statutory periodic tenancy arises at the end of the initial fixed term, it will be your responsibility to re-serve the Prescribed Information on the Tenant and any Relevant Person unless you specifically ask us in writing to do so. You agree that you will indemnify us for any losses that we suffer as a result of you failing to keep the Deposit properly protected and the Prescribed Information served.

#### **Landlord and Tenant Act 1987 Section 47 and 48**

14. We are obliged to include your full name and address on all rent demands if your address is within England and Wales. If you reside outside of England and Wales then we must provide the tenant with an alternative address to which notices may be served on you. If you are on the Red Premier Service our address will be used for this purpose and whilst we will use our best endeavours to forward any notices to you promptly, we cannot accept liability for any loss or damage incurred either directly or indirectly from our actions in this respect

#### **Schedule 4: Deposit Handling (Agent to Hold through TDS)**

We will collect the Deposit together with the initial Rent payment from the Tenant 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 without the other party's written consent. The Deposit or any balance payable will be paid to the Tenant or Landlord as appropriate at the end of the Tenancy. Any accrued interest will be used to cover any bank and administration costs incurred by ourselves.

After the Tenancy ends you are entitled with the written consent of the Tenant to ask us to deduct from the Deposit money to compensate 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. If the amount of compensation you seek exceeds the amount held as the Deposit, you may require the Tenant to pay that additional sum within fourteen days of the Tenant receiving that demand in writing.

### **Tenancy Deposit Scheme**

To comply with Tenancy Deposit Protection legislation the Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

phone 0845 226 7837  
web www.thedisputeservice.co.uk  
email deposits@tds.gb.com  
fax 01442 253193

If we are instructed by you to hold the Deposit, we shall do so under the Terms of the Tenancy Deposit Scheme.

#### **At the end of the Tenancy covered by the Tenancy Deposit Scheme**

If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.

If, after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to the clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.

The statutory rights of either you or the Tenant to take legal action against the other party remain unaffected.

It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

If there is a dispute we must remit to The Dispute Service Ltd the full Deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or we want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the Deposit and discipline us.

We must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.

Dealing with disputes from non-ASTs: The Independent Case Examiner (ICE) may agree to resolve any disputes over the allocation of these deposits, by arrangement. If he does:

- The ICE will propose what he considers the most effective method of resolving the dispute.
- Landlord, tenant and agent must consent in writing to his proposal.
- Disputes will be subject to a fee of £500 plus VAT, or 10% of the Deposit plus VAT, whichever is the greater.
- The resolution process will not start until the parties' consent, the disputed amount and the fee have been submitted.

By signing this Agreement you agree to abide by the regulations of the TDS of which we are a member. We will charge a fee as shown in Additional Services for that service.

If we do not manage your Premises we will charge an administration fee as shown in Additional Services to cover costs for holding the Deposit and passing it to any relevant dispute service at the end of the Tenancy if you the Landlord and the Tenant do not agree deductions. The Deposit will be released when we receive written confirmation from both parties. Unless we manage the Premises we will not negotiate on your behalf unless requested by you in writing together with your cheque for our fees in the sum of £150 including VAT to resolve any dispute.

If we have to prepare documentation in the form of photocopies or other relevant publishing material we will charge a fee as shown in Additional Services. If we have to attend court on your behalf as a witness we will charge a fee as shown in Additional Services.

If we manage your Premises we will retain 50% of the last month's Rent to enable us to carry out any necessary cleaning or maintenance to enable us to market your Premises and find a new Tenant with a minimum of delay. This may be necessary if a Tenant disputes any deduction and the Landlord has to refer the matter to TDS to gain compensation for his loss from the Deposit.

### **Incorrect Information**

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 5: 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 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 2 in addition to the cost of the safety check itself.

### **Gas Safety (Installation and Use) Regulations 1998**

3. It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than 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.

#### **Part "P" Building Regulations (Electrical Safety in Dwellings)**

4. From January 1 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. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.

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

5. Under current legislation being 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. Other properties do not require smoke alarms by law. However if battery operated smoke alarms are fitted to the Premises the Landlord must ensure that the alarms are in working order at the start of a Tenancy. It is not the law that carbon monoxide alarms are fitted to premises. However we advise all landlords to consider the installation of alarms to protect the Occupier and help prevent any legal action being taken against a landlord. If you wish us to arrange the fitting of alarms at your expense you must advise us in writing. The cost and our administration fee as shown in Schedule 1 will be deducted from the Rent.

#### **Energy Performance Certificate ("EPC")**

6. 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 order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges his responsibility for the safety of the tenant at the Premises and confirms he has considered all risks regarding Legionnaires Disease.

### **Schedule 6: Consumer Contracts ( Information, Cancellation and Additional Charges) Regulations 2013 ("the Cancellation Regulations")**

#### **1. Notice of the Right to Cancel**

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:

- 1.1. You have the right to cancel this contract within 14 days without giving any reason.
- 1.2. The cancellation period will expire after 14 days from the day you sign this Agreement.
- 1.3. 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.
- 1.4. 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.
- 1.5. If you cancel this contract, we will reimburse to you all payments received from you. 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.

1.6. 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.

**If you request in writing that we begin performance of the service 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.**

## 6. Confirmation of Instruction to act as Letting Agent

Property Address including postcode:

### Confirmation of Ownership

Full names:

I/we confirm that I/we (jointly) own the above property either freehold or leasehold and I/we am/are fully authorised to instruct the letting of the property

### Safety Documentation

**A) It is a legal requirement that the property has a Gas Safety Record if it has a gas supply:**

- The above property does not have a gas supply   
Please arrange a Gas Safety Record for the property at my cost I enclose a copy of a valid Gas Safety Record

**B) It is a legal requirement all electrical equipment has to be safe:**

- Please arrange an Electrical Safety Test for the property at my cost   
I enclose a valid electrical safety certificate for the property   
I am satisfied with the electrical safety of my property and accept full responsibility and do not require any tests to be carried out

**C) It is a legal requirement that the property has a valid Energy Performance Certificate (EPC):**

- Please arrange for an EPC to be carried out at my cost   
I enclose a copy of a valid EPC

### Service Required

- RED Service** 60% of first month rent + VAT (72%) (minimum fee £300 plus VAT (£360))  
 **RED Extension Service** Negotiate and produce extension agreement £150 plus VAT (£180)  
 **RED Deposit Disputes** Negotiate end of tenancy deposit deductions £125 plus VAT (£150)
- RED Plus** 10% of total rent + VAT (12%)  
Set Up Fee £250 + VAT (Tenancy Agreement, Inventory, Check In, TDS Registration) (£300)  
Extension Agreement £65+ VAT (£78)
- RED Premier** 12.5% of total rent + VAT  
Set Up Fee £250+ VAT (Tenancy Agreement, Inventory, Check In, TDS Registration)  
Extension Agreement £65 + VAT (£78)
- Gas Safety Certificate £65 + VAT (£78)  
 Energy Performance Certificate £75 + VAT (£90)  
 Inventory and Schedule of Condition (RED SERVICE ONLY) -Price confirmed on bed size/furnishing

I/We have read these Terms and Conditions of Business and wish to instruct Red Key Property Services Limited in accordance with these terms for the service stated above

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
For and on behalf of owner(s)

OR

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
For and on behalf of Company as Authorised Signatory

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
For and on behalf of Red Key Property Services Limited

**Request for us to begin marketing the Property and all other services as set out in this Agreement during the cancellation period as set out in Schedule 6**

**If you are entitled to a fourteen day cooling off period as set out in Schedule 6 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 Property for Let and all other services as set out in this Agreement

Ordered on: ..... date these terms were signed

Name(s)  
Address  
Signatures  
Date.

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

## 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 electronic mail to:

**Red Key Property Services Limited**  
**21 Bridge Street, Newport NP20 4AN**  
**Email: [newport@redkeylets.co.uk](mailto:newport@redkeylets.co.uk)**  
**Fax: 01633 841260**

at any time within the Cancellation Period;

**or**

2. Provide the same details in writing to

**Red Key Property Services Limited**  
**21 Bridge Street, Newport NP20 4AN**  
**Email: [newport@redkeylets.co.uk](mailto:newport@redkeylets.co.uk)**  
**Fax: 01633 841260**

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:

**Red Key Property Services Limited**

Address **21 Bridge Street, Newport NP20 4AN**

**Email: [newport@redkeylets.co.uk](mailto:newport@redkeylets.co.uk)**

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:..... date these terms were signed

Name(s)

Address

Signature(s)

Date.