



Houseen Property

Terms of Business

You should read these Terms of Business carefully as they clearly set 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 Houseen Property are instructed to act on your behalf. Please ensure you are certain of the meaning of the charges you will incur and if you have any questions, please seek independent legal advice, or contact a member of the Houseen Team.

Required Services			
Please undertake the following on my/our behalf:			
Letting Service, with rent collection at 7.2% Include VAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Property Management Service at 7.2% Include VAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Property License Necessary? See clause 2.6	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Handover Inspection Required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Cost £240 (£200+VAT)
Non-resident Landlord/s (NRL)? See clause 3.11	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is there a mains gas supply?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	TBC <input type="checkbox"/>

I/We hereby verify by the signing of this Agreement that all furniture, equipment, gas, electrical or otherwise complies with current legislation and that I/We have notified Houseen Property of any information in relation to the Property that might affect whether a prospective Tenant would choose to view the Property or enter into a Tenancy Agreement.

Property Information

Landlord Name/s:

Landlord Address:

Property postal address and postcode:

Unit number / site name:

Parking space number : / No parking :

The landlord agrees to promptly notify Houseen in writing of any change to their residential address or contact email address/es provided.

Tariff of fees

Houseen Property wants you to be fully aware of the fees that it charges for the services on offer. The following is a list of fees, which you may incur depending on the service(s) that you instruct us to carry out on your behalf. If you need any further help in understanding our fees, please do not hesitate to contact us.

The full terms and conditions of our services are within this Agreement.

Landlord Fees

1	Letting Service	7.2% include VAT	The fee is calculated as a percentage of the first month's rent or premium payable for the duration of the term of the tenancy and is payable on demand or will be deducted directly from the rent.
			The fee is payable in advanced for any agreed fixed term renewal Or periodic extension of the original tenancy, weather negotiated by Houseen Property or not.
			For short lets (under 6 months) higher fees will apply by separate negotiation.
2	Property Management Service	7.2% include VAT	The fee is calculated as a percentage of the gross rent or premium payable for the duration of the term of the tenancy and is payable on demand or will be deducted directly from the rent.
			The fee is payable for any agreed fixed term renewal or periodic extension of the original tenancy, whether negotiated by Houseen Property or not.
			For short lets (under 6 months) higher fees will apply by separate negotiation.

Costs before the tenancy starts

Service		Landlord cost
3	Tenancy Setup Fee	£240 (£200+VAT)
4	Annual Rent Protection and Tenant Eviction Insurance (Subject to the Tenant meeting relevant referencing criteria)	£264 (£220+VAT) *optional
5	Deposit Compliance Fee	£72 (£60+VAT)
6	Tenant ID, Right to Rent check and Tenant's Reference.	£60 (£50+VAT)
7	Inventory check in	Cost varies depending on size of the Property. Estimates will be between £120 - £360 Inc VAT
8	Admin Fee for dealing with council tax, utilities providers each tenancy	£150 (£125+VAT)

Costs incurred during/at the end of the tenancy

Service		Landlord cost
9	Renewal paperwork fee	£120 (100+VAT) for amending and agreeing terms and associated paperwork.
10	Tenant ID recheck for expired documents	£120 (£100+VAT)
11	Refurbishment or supervision of major works (including insurance claims)	12% (10%+VAT) of the value of any works over £1200 (£1000+VAT) *optional
12	Inventory check out	Cost varies depending on size of the Property. Estimates will be between £120 - £360 Inc VAT

All fees are payable on demand and will be deducted from the rent and are due whether the rent is paid or not.

Note: all fees are subject to VAT at the current rate and have been quoted inclusive of VAT unless otherwise stated.

We reserve the right to vary the Tariff of Fees at any time.

We are pleased to receive your instructions for Houseen Lettings and Property Services Limited ("Houseen Property") to offer the above- mentioned Property for renting on the following basis:

1. Agency Term

1.1 The Agency created by this Agreement is a sole agency.

2. We will carry out the following services where instructed to let and manage the property:

2.1 Market and advertise the property for let to prospective tenants, including arranging photographs and viewings. Houseen reserves the right to instruct sub-agents as appropriate provided that such instruction does not involve the Landlord in additional expense.

2.2 Ensure the Property has a valid EICR (Electrical Installation Condition Report) and EPC (Energy Performance Certificate) as per The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015. If there is no EPC available, Houseen Property will arrange one.

2.3 A minimum of four full sets of keys & fobs must be provided for each property. If fewer or insufficient sets to meet the requirements of the Tenancy are made available, Houseen Property will arrange for additional keys to be cut (or fobs / access cards to be ordered, including for parking) and the cost of this will be recharged to your account. Upon termination of this agreement, keys will be disposed of after 60 days or posted to the landlord upon request and receipt of postage charges.

2.4 Complete reference and identification checks on all occupants over 18 (except where instructed otherwise) and will be sent to you for your approval via DocuSign / Esign (electronic signature systems). Houseen does not warrant whether or not the Tenant is suitable. Houseen will require your express written consent within three days that you approve the references.

Should Houseen not receive written confirmation from you approving the references within the above time period, Houseen's Director will deem the lack of response as acceptance and will proceed with the preparation of the documentation for the Tenancy to commence.

However, Houseen will not proceed with the Tenancy without you signing the Tenancy Agreement.

2.5 Rent Protection and Tenant Eviction Insurance - As your letting agent we aim to put high quality Tenants into your property. Our referencing is carried out by a licensed referencing company to check the background of your Tenants. If your Tenant does stop paying, where you have requested the Rental Guarantee our insurers will pay the rent and cover the legal costs which are incurred in regaining possession of your property subject to Rent Protection and Tenant Eviction Insurance Terms and Conditions. The policy is designed to give you peace of mind and is available where satisfactory references are obtained, and the Tenants pay the rent monthly.

Please note that attendance at court or any tribunal on the Landlord's behalf is charged at £240 per hour (£200+VAT per hour).

2.6 Property Licensing - Houseen Property will endeavour to notify you where we become aware that a Selective, Additional or HMO License is required by the local authority prior to letting out the Property.

An HMO is defined as a property that is let to three or more persons who form the Tenant (i.e. three or more sharers) and who share a kitchen or bathroom. Such properties are not subject to mandatory licensing, but the Landlord should check with the relevant Local Authority before entering into a Tenancy Agreement, as many Local Authorities require all HMO's to be licensed. If the Property is occupied by five or more people in two or more households who share basic facilities the Property will be subject to mandatory licensing. It is the responsibility of the Landlord to apply for and obtain the relevant license and to comply with all requirements of that license before the Tenancy starts. The criteria and requirements vary; therefore, we recommend that the Landlord contact the relevant Local Authority or visit the following website:

<https://www.londonpropertylicensing.co.uk>

Where a building has been converted into self-contained flats and the conversion work does not comply with the 1991 Building Regulations and less than two thirds of the flats are owner- occupied, this type of building is an HMO and may need to be licensed. Again, the Landlord must check with the relevant Local Authority.

Failure to obtain a license from the relevant Local Authority may attract an unlimited fine. If a license is required, a Tenancy cannot be allowed to commence until the Landlord has applied the requisite license.

The Local Authority may also require a rented property to be licensed where there are fewer than 5 persons living in the property. Where this is the case the Landlord will also need to apply for a license before renting out the property and will need to ensure all of the conditions of the license are complied with.

Houseen can assist with obtaining Licenses for landlords where requested and for a fee as shown below:

HMO or Selective Licensing Scheme Application £780 (£650+VAT) in addition to any fee from the local authority or Assistance with Selective or HMO Application £480 (£400+VAT) and to act as license holder £150 per year (£125+VAT) Additional Inspections are required for HMOs and will be charged at the property visit rate specified in clause 2.16.

2.7 If the Landlord instructs Houseen to proceed with a proposed Tenancy and subsequently withdraws the instruction, the Landlord agrees to meet Houseen's costs and expenses incurred up to a maximum of £600 inclusive of VAT (£500+VAT).

Checking and making any alterations requested by the Landlord's solicitor to Houseen's standard Tenancy Agreement is charged at £360 (£300+VAT).

2.8 Collect the initial rent, together with a deposit in respect of dilapidations and for any non-performance of the Tenant's Tenancy obligations, in cleared funds prior to the start of the Tenancy.

2.9 Protect the deposit with the Tenancy Deposit Scheme

(TDS), The Dispute Service LTD, West Wing, First floor, Maylands Building, 200 Maylands Avenue, Hemel Hempstead, Herts, HP2 7TG using their insurance scheme and ensure compliance with the Housing Act 2004. In the event of a dispute at the end of the Tenancy, the Landlord agrees to use the TDS adjudication process to assess any claim to the deposit and be bound by the decision.

Costs for preparing documentation for adjudication by The Tenancy Deposit Scheme (TDS) will be £300 inclusive of VAT (£250+VAT).

Costs for preparing documentation for court proceedings will be

£300 inclusive of VAT (£250+VAT) and attendance at court or any tribunal on the Landlord's behalf is charged at £240 per hour (£200+VAT per hour).

2.10 Ensure that the property is cleaned to a professional standard prior to the start of the Tenancy, and deduct the cost of any required cleaning from the rent.

2.11 To pay the rent paid by the Tenants over to you by BACS or to your nominated bank / building society account subject to a minimum transfer of £250. If a tenant does not pay despite our efforts to chase, we will inform you & assist you in instructing a solicitor to take legal action.

2.12 To prepare statements detailing payments received by the Agent on behalf of the Landlord's let Property, and to clearly state any outgoings. If there are multiple owners, we are required to send separate statements to each individual owner although these can be sent to the same email address if requested.

2.13 We will normally account to you within 5 working days from the rent receipt date unless we have technological or compliance issues when we will use reasonable endeavours to notify you of any delays.

2.14 Ground Rent / Service Charge Payments – Where the property is leasehold, Houseen will pay ground rent invoices and service charge invoices from the rent received. It is the Landlord's responsibility to confirm with the building management company and instruct them, in writing, to forward all invoices to Houseen Property.

If there is no available rental income to make the necessary payments, we will send you the Service charge demand and it will be your responsibility to settle this directly or to transfer enough funds to cover the demand.

Delay in doing so could incur late payment charges, interest and additional legal costs charged by the management company.

Houseen Property will not accept any responsibility for any costs incurred as a result of any delay on the part of the Landlord in paying such charges.

2.15 Negotiate the renewal of the Tenancy.

2.16 Carry out Property visits at least once whilst the Tenants are in occupation and subject to access. Any additional visits required will be charged at £120 inclusive VAT.

2.17 Arrange for necessary repairs with qualified tradespersons up to a preauthorised limit of £250 inclusive of VAT. We will notify you of works in excess of this where possible and will retain a float of £250 for every month's rent paid in advance to ensure these invoices can be settled on time.

2.18 Liaise with freeholders, utility companies and local authorities to notify them of any change in occupants where consent is provided to do so.

2.19 Arranging gas safety and electrical safety certificates and EPC as they become due.

2.20 Serving appropriate notices upon Tenants (see our tariff of fees).

2.21 Arranging check-outs and negotiating deposit returns.

3. The Landlord acknowledges that:

3.1 Property is subject to mortgage / loan – where the Property is subject to a mortgage or loan, for which it is being held as security, then permission to let will need to be obtained from the lenders prior to the commencement of the Tenancy. By signing this document, the Landlord acknowledges that they will obtain the necessary permissions to sub-let the Property.

3.2 Where the Property is held on a leasehold basis, the Landlord acknowledges that they have obtained all necessary permissions in order to sublet the Property.

3.3 Property Insurance – Adequate levels of insurance cover for the building and contents of the Property must be maintained throughout the term of the Tenancy Agreement. For a leasehold property the freeholder will arrange the buildings insurance, but the Landlord will need to arrange insurance for their contents (including carpets and appliances) and ensure that the insurance provider is aware that the property is Tenanted. By signing this document, the Landlord warrants that they have notified the insurance provider that they are subletting the property.

3.4 Safety Regulations – The Landlord will comply with all safety legislation including the Furniture and Furnishings (Fire) (Safety) (Amendments) Regulations 1996; Gas Installation(Safety and Uses) Regulations 1996; Electrical Equipment (Safety) Regulations of 1994 and any amendments that may apply during the period of any Tenancy.

3.5 Legal Action – The Landlord will be responsible for taking any legal action necessary for recovery of any rent due, or for court action for repossession of the Property, including any other matters relating to the Tenancy between the Landlord and his / her Tenants, and be responsible for the payment of all fees and costs relating to such matters. Houseen Property can assist with any legal action and service of notices (at additional cost).

3.6 Terminating the Tenancy – Should you wish to terminate the Tenancy Agreement in line with the end of the fixed term or using a break clause, you will need to serve a minimum of 2 months' notice on your Tenant and we can assist with arranging the notice via a solicitor a cost of £150 including VAT.

3.7 Sale of the Property – Should, at any time after the commencement of the Tenancy, unconditional contracts for the sale of the Landlord's Property are exchanged with the Tenant or any associated party, the Agency will be entitled to a commission of 3% (2.5% +VAT) of the sale price including fittings and fixtures.

3.8 Electronic / Digital signatures – Electronic signatures assist in making the process faster, more convenient, and just as legally binding. You agree to the use of electronic signatures. This Agreement and any associated agreements entered into, in relation to the Property, may be signed electronically.

3.9 If you are unable to sign the Tenancy Agreement electronically you may authorise Houseen to sign on your behalf. A Director of Houseen or office manager will be the approved person/s who can sign the Tenancy Agreement providing Houseen has received your written consent. Where the Tenancy Agreement has been signed on your behalf you will be bound legally to all the terms contained within the Tenancy Agreement. Should you decide to revoke your authorisation or decide you do not wish to continue with the Tenancy once the Tenancy Agreement has been signed Houseen accept no liability for any losses incurred. Commission will be due and payable to Houseen if the Tenancy Agreement is exchanged and completed but does not proceed due to any action or breach by the Landlord.

3.10 The Agency – accepts no liability for any damage or theft at the Property whilst vacant or between any lettings. The Agency recommends that the Landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods, and Houseen are able to offer a Vacant Management service to assist with this by separate negotiation.

3.11 Residents outside the UK (Non-Resident Landlords - NRL)

– Rental income is subject to income tax at the standard rate and should be declared on your annual tax return. If you are an overseas resident, we as managing Agents are liable for this tax and as such are legally obligated to withhold 20% of the net rent each month and pay this to HMRC on a quarterly basis.

Tax Submission £30 per submission if the landlord resides overseas and requires us to retain tax from their rental income to submit to HMRC each quarter on their behalf.

Annual Tax Certificate £60 per annual tax statement for overseas landlords (used for claiming a refund from HMRC should one be due).

To avoid these charges, we can assist you in applying to HMRC to obtain an overseas Landlord certificate allowing you to receive

the full rent. Without this notice from HMRC we are legally bound to deduct 20% tax from all rental income.

3.12 Data Protection - The Landlord acknowledges that he / she is the data controller in respect of any personal data it instructs Houseen to process and warrants that it will comply with Data Protection Legislation while carrying out its obligations under these Terms of Business.

4. Termination of Management Services

4.1 You may withdraw your instructions to us to manage the Property by giving 2 months' written notice to Ryan@houseen.com however, the Letting fee as stated in the tariff of fees will remain payable for the duration of the term of the Tenancy and is payable on demand or will be deducted directly from the rent.

4.2 We may terminate this agreement immediately in the event of any breach by you of any terms contained in these terms or in the Tenancy Agreement between you and the Tenants, or in the act or omission on your part that makes impractical the further performance of our services.

5. General

5.1 Houseen Property hold client monies in our dedicated Client Account with HSBC bank (Account number: 51605186 and Sort Code 40-25-03). No interest is paid on client monies held.

5.2 Houseen Property are members of the Propertymark Client Money Protection scheme.

5.3 Houseen Property are members of The Property Ombudsman redress scheme. Our complaints procedure is available on request.

5.4 In the event of legislative changes during the course of this agreement, Houseen reserves the right to vary the additional services and corresponding fees (available on our website) by

giving to the Landlord one months' written notice. This does not include your Lettings and Rent Collection fee, or your Property Management fee.

5.5 Money Laundering Regulations –you are required to provide us with your ID and proof of address.

6. Declaration

I/we the Landlords (or authorised representatives) warrant that I / we have title and power to enter into a Tenancy Agreement and that all necessary licenses and consents (if any) have been obtained.

I/we hereby authorise the under mentioned Agency company to act on my / our behalf in the letting of the Property address as above during the letting period and to sign any Tenancy Agreements where required.

I/we have read, understand the above terms and conditions and agree that they will apply for the letting of the above-mentioned Property for let and enter into a Tenancy Agreement

I/we understand that the fees must be paid direct by me/us to the company or will be deducted by the Agency company from the rental income due to me / us.

I/We have read and accept the full terms and conditions of this Agreement, and in signing this document I / We accept to be bound by its entire contents. We acknowledge the fee structure detailed in the Tariff of Fees and accept that a renewal fee will be due if the Tenancy extends beyond the Initial Term.

Signed by the legal owner(s) of the property:

Landlord 1:

Name:

Date:

Landlord 2:

Name:

Date:

Signed by Houseen Lettings and Property Services Limited T/A Houseen Property:

Houseen Letting and Property Services Limited

Name :

Position:

Date:

Signature: