# **Management Agreement**

Terms and Conditions of business, our fees and expenses



If you wish to appoint us to act as your Managing Agent please fill in the form below, with as much information as you are able to provide as it will greatly assist us with expediting the sale of your property. Under our legal obligations to carry out Anti-Money Laundering checks we may ask you for further information if required or rescind this contract without obligation or further notice.

First owner / director details (enter director details if property held in company name)

Title:	First Name:	Last Name:
Mobile:		Email:
Home Address 1:		
Home Address 2:		
Town:		Post Code:
Country:		Citizenship:
Joint owner / di	rector details	S (enter 2nd director or joint owner details if applicable)
Title:	First Name:	Last Name:
Mobile:		Email:
Home Address 1:		
Home Address 2:		
Town:		Post Code:
Country:		Citizenship:
Company details (enter company details if property is held under company name)		
Name:		Company Number:
Company Address	s 1:	
Company Address	3 2:	
Town:		Post Code:
Country:		Incorporation Date:





# Property details (please enter details about property being sold)

Rental Address 1:

Rental Address 2:

Town: Post Code:

Bedrooms: Floor (Level): Parking (Y/N):

Agency Service & Fees (please enter management fee agreed with your Account Manager)

Enter Property Management Fee (Standard 15%):

# Sign agreement (to confirm this agreement please sign below)

I/we confirm that I/we have completed the above information and that it is accurate. Further, that I have read and understood the terms and conditions contained below in this document. I understand I have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013 within 14 calendar days from date of signing. I confirm that I wish for RentLondonFlat.com to commence with the marketing of my/our property immediately and accept that by signing this document I/we are bound by it's terms.

Signature:

Email:

First Owner or Director for and on behalf of other beneficial owners or the company











RentLondonFlat.com is a fully accredited and licensed Management & Lettings Estate Agency and is also a member of the above professional industry bodies.





### Terms And Conditions

### 1. Full Property Management Service

- 1.1. RentLondonFlat.com offers a full property management service
- 1.2. Broadly this comprises the following services

### **Tenant Introduction**

- Marketing of your property to tenants
- Arranging and conducting accompanied property viewings with the tenant
- Credit referencing tenant applications and assessing financial status of tenant
- Providing you copies of the tenants application documents
- Drawing up an <u>Assured Shorthold Tenancy</u> agreement between landlords and tenants
- Tenant check-in service through our nominated inventory clerk
- This includes an inventory report and meter readings

### **Rent Collection**

- Collecting the rent and deposit from tenant
- Tenant deposit registration with our nominated government scheme MyDeposits
- Holding of tenant deposits by us on an escrow client monies account
- Issue of rent statements to both landlords and tenants
- Transfer of rent to landlords nominated bank account
- Rent arrears collection and management
- Tenant eviction management through our nominated supplier Landlord Action

#### **Property Maintenance**

- Reporting property maintenance issues to landlords
- Liaising between Tenants and Landlords on repairs and legal obligations
- Arranging maintenance repairs with appointed contractors
- Arranging annual <u>Gas Safe</u> certification as legally required
- Managing utility enquiries
- Managing freeholder enquiries
- Managing service charge enquiries and payments as required
- Arranging interim utility payments during void periods

### **End of Tenancy Management**

- Inventory management of white goods and furniture
- Arranging Inventory Check-In and Check-Out
- Arranging property inspections as required

### 2. Full Property Management Fees

- 2.1. Our full property management service standard commission fee is calculated at 15% of the annualised rent
- 2.2. For example, if the annual rent is £12,000 per annum / £1,000 per month our fee will be £1,800 per annum / £150 per month
- 2.3. Our universal all-in-one fee is simply structured for clients with no additional hidden charges
- 2.4. Our fees are applicable from the time a tenant occupies a property to the time they leave the property
- 2.5. The same fees will apply for the duration a tenant continues to stay in the property
- 2.6. If the tenant stays beyond the original fixed term of the tenancy agreement the same rate will apply for the renewal period
- 2.7. Our fees will be directly debited from the rent collected in advance
- 2.8. Our fees are charged on the same basis as the rent payment cycle
- 2.9. For example, if rent is paid monthly our fees are debited monthly, or if rent is paid annually our fees will be paid annually
- 2.10. Our fees are payable whilst the tenant is in occupation of the flat
- 2.11. If the property is empty our fees are not payable during void periods
- 2.11. At your Account Manager's discretion, if a lower fee is agreed this is the rate that will apply throughout the tenancy
- 2.12. The rate you pay is the rate that is stated on this contract
- 2.13. In accordance with Consumer Protection Regulations all our rates are quoted inclusive of VAT
- 2.14. Specifically by no additional hidden charges we do not charge separately for the following:
  - We do not make a separate charge for Energy Performance Certificates
  - We do not make a separate charge for floorplans
  - We do not make a separate charge for flat photography
  - We do not make a separate charge for flat marketing and advertising
  - We do not make a separate charge for arranging flat snagging
  - We do not make a separate charge for arranging flat furnishing
    We do not make a separate charge for the tenancy agreement
  - We do not make a separate charge for the credit referencing
  - We do not make a separate charge for the inventory check-in
  - We do not make a separate charge for the inventory check-out
  - We do not make a separate charge for deposit registration
  - We do not make a separate charge for organising minor maintenance repairs
  - We do not make a separate charge for Non-Resident Landlord Scheme registration

### 3. Project Management Fees - Major Flat Renovation

- 3.1. Major flat renovation project management fees are not included as part of our full property management service
- 3.2. Examples we define as major flat renovation could include flat re-painting, re-flooring, installation of a new kitchen or bathroom
- 3.3. Arranging minor flat repairs and maintenance is included within our standard full property management fees
- 3.4. We will notify you in advance and provide you with a quote of our fees prior to the commencement of any major renovation works
- 3.5. The level of fees raised will be dependent on the scope of works required





- 3.6. Our fees are for project managing the renovation works being carried out at your property as required
- 3.7. This does not include the actual cost of work and materials be paid to contractors
- 3.8. Our project management fee covers but not exclusively the following management tasks:
  - Obtaining renovation quotes and selecting contractors for the required works
  - Dealing with insurance claim administration and potential liable 3rd parties
  - Dealing with building management administration and permissions
  - Dealing with council administration and permissions
  - Liaising with clients on flat redecoration choices e.g. paint colors, tiles, flooring, windows, bathroom or kitchen units
  - Dealing with contractors on site to ensure works are delivered to a good standard and on time

### 4. Cancellation Policy & Contract Term

- 4.1. You have 14 calendar days from the date of signing to cancel this contract in accordance with Consumer Contracts Regulations 2013
- 4.2. Any cancellation should be notified to us by email to <a href="mailto:cancellations@rentlondonflat.com">cancellations@rentlondonflat.com</a>
- 4.3. After 14 days the minimum contract term is 1 year from the date of signing
- 4.4. After 14 days the cancellation notice period is 1 month in advance
- 4.5. This contract will automatically roll over until you give us notice of cancellation
- 4.6. This contract is independent of the Tenancy Agreement
- 4.7. If the tenant vacates the property our fees are not liable for the duration

### 5. Advertising your property

- 5.1. We will list and advertise your property in various publications and websites as we deem appropriate
- 5.2. We will arrange for photography of your property as required
- 5.3. All adverts and photos are subject to review and approval by RentLondonFlat.com first
- 5.4. We reserve the right not to publish your advert, without explanation
- 5.5. You are advised that all adverts are subject to the Consumer Protection Regulations
- 5.6. We may not always be able to verify information you provide to us in relation to your property
- 5.7. You should therefore take reasonable measures to ensure the accuracy of the information you supply us with
- 5.8. We will endeavour to make sure all your property details are correct to the best of our ability without guarantee

### 6. Finding a tenant for your property

- 6.1. We will commence searching for tenants once your property details and keys have been provided to us
- 6.2. We will contact you once a suitable tenant is found
- 6.3. You will have the option to accept or decline the tenant
- 6.4. There is no commitment to rent to the tenant until you have signed a Tenancy Agreement with them
- 6.5. Our "No Let No Fee" policy means fees are only payable if you rent to a Tenant introduced by us or one of our sub-agents

### 7. Property viewings

- 7.1. All viewings are accompanied by us whenever possible
- 7.2. If you prefer to attend viewings as a Landlord we can arrange appointments directly with you
- 7.3. We will normally meet you or your appointee on the first viewing or prior in order to collect keys
- 7.4. We will keep you informed about any viewing appointments arranged upon request

### 8. Property marketing

- 8.1. Your property will be marketed through different advertising media in order to maximise your property exposure as appropriate
- 8.2. We reserve the right to decide where to market and not market your property
- 8.3. From time to time we may adopt other forms of marketing as we deem appropriate in order to promote your property
- 8.4. We reserve the right to share your property information with other property sub-agents as appropriate
- 8.5. This will not incur additional expense or cost to you
- 8.6. You are advised that your property details and photos will be advertised in the public domain
- 8.7. We will take reasonable steps to safe guard your property's information and pictures
- 8.8. However, we are un-able to provide any guarantees on how your property information may be used by other media operators
- 8.9. As members of the Information Commissioners Office we do adhere to the Data Protection Act Registration number Z2884909

### 9. Property Condition

- 9.1. We reserve the right not to withdraw our service if we deem your property condition is not of a good enough standard for our tenants
- 9.2. We reserve the right not to offer our services if the property fails to meet any legal obligations e.g. EPC, Gas Safety checks etc...
- 9.3. We reserve the right to withdraw our services at any time if the property becomes in-habitable for whatsoever reason
- 9.4. We will advise you accordingly if this is the case and what remedial works may be required
- 9.5. We can arrange any required property repairs and quotations as required as specified in Section 3 above

### 10. Legal Requirements

- 10.1. We will require copies of necessary legal documents as required by law which is incumbent upon all Landlords
- 10.2. We can assist you in obtaining these certificates by recommending you to authorised 3rd party suppliers of those services
- 10.3. The documents and their related regulations are listed below:
  - Gas Safety Certificate as required by Gas Safety Installation Regulations 1998
  - Electrical Equipment Safety Regulations 1994
  - Energy Performance Certificate as required by The Housing Act (2004) Part 5
  - Electrical safety certificate (non-mandatory but recommended and provided if available)
  - The Furniture & Furnishings Fire Safety Amendment Regulations 1993
- 10.4. We recommend that any furnishings supplied as part of the rental are fire resistant and meet the above standards
- 10.5. We also recommend smoke detectors and fire alarms are tested and fitted as appropriate as advised by the London Fire Brigade
- 10.6. We will endeavour to ensure your property meets the above requirements





#### 11. Permission to Let

- 11.1. Landlords are required to have obtained any necessary permissions to Let their property as required
- 11.2. In most cases where a property is subject to a bank mortgage, permission from the lender is required
- 11.3. If the Landlord holds the property on a leasehold basis they must also ensure that sub-letting is allowed under the terms of their lease
- 11.4. If there any restrictions contained within the head lease then the landlord should provide a copy of these to us
- 11.5. These will be provided to the tenant so that they are aware of of any such restrictions e.g. no pets, not playing loud music
- 11.6. It is the Landlord's responsibility to obtain any such permissions as described above
- 11.7. We strongly advise that any permissions required are applied for before the commencement of any Tenancy
- 11.8. When as Landlord you sign the Tenancy Agreement you confirm you have the right to rent the property with any necessary consents
- 11.9. Alterations can not be made to the Tenancy Agreement once it has been signed by both parties
- 11.10. The Landlord should be in a position to be able to produce a letter confirming such permissions to rent the property if required
- 11.11. Any fees payable for the provision of obtaining consent or copies of documents is the responsibility of the landlord
- 11.12. By signing this contract you agree to provide us with your consent to contact any necessary parties for required information
- 11.13. We will endeavour to assist clients with obtaining necessary consents and documents
- 11.14. In cases where third parties may not provide us with information as we are not legal owners we will advise you accordingly

#### 12. Tenant verification

- 12.1. We implement a strict and rigorous process in the vetting of tenants, obtaining necessary paperwork
- 12.2. Tenant referencing can only be retrospective and involve verifying a tenant's history
- 12.3. We make no guarantees on the future behaviour of a tenant nor their ability to pay the rent
- 12.4. We are only able to verify a Tenant's suitability up to the point of application
- 12.5. All tenants are required to provide a passport or driving license for photo identification
- 12.6. All tenants are required to provide 3 months bank statements or alternative proof of income e.g payslips
- 12.7. Tenants in receipt of Housing Benefit will be required to provide proof of previous claims
- 12.8. All tenants will under go a credit reference check to verify their address and their credit history if available
- 12.9. Credit references will be conducted by one of our appointed credit reference agencies
- 12.10. We can not make any guarantees on the accuracy of their data
- 12.11. There is no additional fee for you to pay for the credit reference
- 12.12. Credit references and tenant information can be made available to you upon request
- 12.13. You are advised that for international tenants without a previous UK history credit references are not possible
- 12.14. In such cases, we will advise you of this and request alternative proof of funds for you to approve
- 12.15. In such cases, we will usually negotiate from the Tenant a higher deposit amount or rent in advance

### 13. Tenancy Agreement

- 13.1. All Tenancies issued are Assured Shorthold Tenancy Agreements with an annualized gross value up to a maximum of £100,000
- 13.2. The standard term of a tenancy agreement issued and recommended is 12 months
- 13.3. Unless another period is expressly agreed between the Landlord and Tenant
- 13.4. We will of course advise you accordingly in advance what term the Tenant is looking to rent for
- 13.5. You agree to sign our Tenancy Agreement electronically once you have approved the tenant
- 13.6. We do not raise a separate charge for issuing or renewing a tenancy agreement
- 13.7. A new tenancy agreement will only be issued if requested by either Landlord or Tenant
- 13.8. Otherwise the existing tenancy agreement will roll over as a Statutory Periodic Tenancy

### 14. Rent

- 14.1. We will advise you of the rent amount offered by any prospective Tenants and negotiate on your behalf to reach agreement
- 14.2. The agreed rent amount with the tenant will be written into the tenancy agreement
- 14.3. We will collect the rent on a monthly basis on behalf of the Landlord unless agreed otherwise for example if rent is paid in advance
- 14.4. Our fees are charged on the same basis as the rent payment cycle
- 14.5. Once we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.
- 14.6. In some cases it may take up to ten working days to process the payment
- 14.7. We are not responsible for any bank charges that you may incur as a result of delays in payment
- 14.8. Where you provide us with UK bank details, we use the BACS system to make payments to your account
- 14.9. We do not charge for domestic payments
- 14.10. For international rent payments this will be by Telegraphic Transfer or CHAPS payments
- 14.11. We advise that your bank will charge you for processing any international payments and is not included as part of our fees

### 15. Deposits

- 15.1. Holding deposits may be taken from a tenant to stop property viewings on a property they are interested in renting
- 15.2. This holding deposit will be refunded to the tenant once their tenancy begins
- 15.3. In circumstances where the tenant does not commence the tenancy, the holding deposit will be paid to the Landlord
- 15.4. We will also deduct a £100.00 administration fee for voided tenancies in such cases from the holding deposit
- 15.5. A full deposit is also be taken from the Tenant prior to commencement of the Tenancy
- 15.6. Tenant deposits are not passed onto Landlords but held in an escrow Tenant's Client Monies account
- 15.7. Under statutory regulations all deposits will be registered with government approved scheme MyDeposits.co.uk
- 15.8. We will determine the amount of deposit to be returned to the Tenant after their property check-out inspection
- 15.9. Any reasonable repair costs will be negotiated and deducted from the Tenant's deposit
- 15.10. Any necessary repairs will be carried and billed to the Tenant where they are liable for damages or unpaid rent
- 15.11. Any deposit dispute will be adjudicated by the deposit resolution services
- 15.12. Deposits will be paid out in accordance to the resolution service's decision
- 15.13. We will manage and advise the Landlord on the outcome of any deposit dispute
- 15.14. In all cases, we will try and reach agreement with the Tenant prior to referring to a dispute resolution services





#### 16. Inventory

- 16.1. We will organise an inventory at the start of any new Tenancy with a 3rd party inventory clerk
- 16.2. We do not accept liability for losses resulting from any errors or omissions with any inventory report produced by a 3rd party
- 16.3. A copy of the inventory will be made available to Landlords upon request
- 16.4. The cost of the inventory check-in is included within our Full Property Management service fees
- 16.5. The extent of furnishings to be included in the tenancy will be agreed prior to moving in
- 16.6. We will be unable to make any alterations to the inventory once taken
- 16.7. The inventory check-out is paid for by the Tenant
- 16.8. We will ensure any repairs for which the Tenant is liable for is made good and costs are met from the Tenant's deposit
- 16.9. Where necessary, in case of dispute, the 3rd party inventory clerk's report will be used during any adjudication
- 16.10. We will manage any dispute resolution on behalf of the Landlord as stated in Section 12 above

### 17. Minor maintenance repairs and expenses

- 17.1. We will arrange for any minor day-to-day repairs and maintenance issues at your property with necessary contractors as required
- 17.2. We will notify you in advance of any maintenance costs wherever possible
- 17.3. We will advise you in advance of the estimated costs of repairs from 3rd party contractors
- 17.4. Any agreed expenses will be reclaimed and deducted back from the next rent payment as they arise
- 17.5. Copies of any maintenance invoices will be made available on request
- 17.6. In emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation
- 17.7. We do not charge additional fees for arranging and managing minor repairs

#### 18. Insurances

- 18.1. Landlords are responsible for insuring their own properties, irrespective of it being a freehold or leasehold property
- 18.2. By signing this agreement you agree to give us consent to talk with your insurer or their representatives on your behalf
- 18.3. For leasehold flats, this will usually be the freeholder or their managing agents to whom the service charge is paid
- 18.4. If required we will inform them of any new tenants
- 18.5. We may need to speak to your insurer for example if there has been a leak from your flat or another flat in the building
- 18.6. Or if there are service charge payments required
- 18.7. We would advise that property insurance remains the liability of the landlord
- 18.8. We are not to be held responsible under any circumstance for any damage that may occur at a property
- 18.9. We are not to be held responsible for any loss suffered by either the Tenant or Landlord
- 18.10. Any contents or furnishings you provide to your tenants are your responsibility to insure against damage
- 18.11. A copy of any contents insurance should be provided to your tenants so that they are aware of any policy conditions
- 18.12. We will endeavour to assist you with any insurance arrangements as much as we can
- 18.13. However, insurance products are regulated by the Financial Services and Markets Act 2000
- 18.14. We are not a registered to provide financial or insurance advice via the Financial Services Authority
- 18.15. However, we can refer you to authorized and regulated insurance service providers upon request
- 18.16. We would recommend Landlords obtain Landlord insurance against any indemnity claims that tenants may make against them
- 18.17. Tenants will also be advised to insure their own personal contents and belongings

### 19. Utility bills

- 19.1. Landlords should provide the details of all utility suppliers to their property at the commencement of the tenancy agreement if known
- 19.2. We will endeavour to assist in finding out these details as required
- 19.3. By signing this agreement you agree to give us consent to talk to the utility providers at your property on your behalf
- 19.4. Utility meter readings will be taken as part of the inventory check-in by 3rd party inventory clerks
- 19.5. We will advise the Tenant that they are responsible for registering and paying for utility bills and providing meter readings
- 19.6. Landlords are advised that they are responsible for any utility bills during void periods when the property is empty
- 19.7. We will endeavour to assist with payment and minimisation of any utility invoices that may arise during void periods
- 19.8. Any utility payments due will be paid by us and reclaimed from the next rent payment due
- 19.9. Any utility bills paid will be shown on your next rent statements

### 20. Service charges

- 20.1. Landlords should provide the details of their service charge management company or their agents if known
- 20.2. We will endeavour to assist you in finding out these details if required
- 20.3. By signing this agreement you agree to give us consent to talk to your service charge management company
- 20.4. As required we will pay any service charges for you from rents we are holding on account
- 20.5. In cases where the rent is insufficient to cover the cost of service charges we will inform you that you may need to top up the payment
- 20.6. Under no circumstances are we liable or obligated to pay the service charges for you

## 21. Tax

- 21.1. UK resident landlords are legally required to declare their own rental income to HM Revenue & Customs (HMRC)
- 22.2. For Non-Resident Landlords we are legally required to deduct and pay HMRC 20% of the net rental income tax prior to paying you
- 22.3. You are considered non-resident if your usual place of abode is outside the UK, or you are absent from the UK for more than 6 months
- 22.4. However, you can apply to HMRC for approval to receive rents without tax being deducted
- 22.5. If your application is successful and we have received written confirmation of their decision we will pay you the rent without deducting tax
- 22.6. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return
- 22.7. You can register for the Non-Resident Landlord Scheme with HMRC
- 22.8. On this form you will need to provide our NRLS agent reference number which is: 904/NA 050433
- 22.9. Our address is: 2nd Floor, The Mille, 1000 Great West Road, Brentford, Middlesex, TW8 9DW
- 22.10. You will need to fill in the appropriate form depending on whether the property is held in a company name or individual name
- 22.11. Please contact us for further assistance on filing this form with HMRC
- 22.12. Where a non-resident landlord does not have approval from HMRC we will deduct 20% tax accordingly





- 22.13. For UK resident landlords they should provide us with their UK address for the Tenancy Agreement
- 22.14. For non-UK resident landlords the correspondence address on the Tenancy Agreement will be our registered head office address
- 22.15. If there is any tax liability which should have been deducted we will recover this from you accordingly plus any additional HMRC costs

#### 22. Conditions of occupancy

- 22.1. If you have any preferences for conditions of occupancy you should advise us prior to signing the tenancy agreement
- 22.2. For example, any preferences for smoking, pets, gardening or cleaning aspects of the tenancy
- 22.3. However, please note these preferences may not be legally binding and so may not be included in the tenancy agreement itself
- 22.4. However, we will endeavour to communicate these preferences prior to signing the tenancy agreement to potential tenants
- 22.5. Landlords are advised that there are strict legal conditions which relate to Assured Shorthold Tenancies
- 22.6. We strongly advise Landlords familiarise themselves with the legalities of an Assured Shorthold Tenancy
- 22.7. Alternatively, to seek independent legal advice or join a <u>Landlord Association</u>
- 22.8. For further advice about Assured Shorthold Tenancies we recommend this Guide
- 22.9. Once a Tenancy begins, under statute law, property access can only be obtained with a Tenant's consent
- 22.10. It may therefore be difficult for Landlords / Managing Agents to gain access to the property during the tenancy
- 22.11. We will endeavour to carry out property inspections when and where possible as required
- 22.12. To this end, in the interests of maintaining a good Tenancy, we have provided some free advice on common reported problems
- 22.13. We strongly advise Landlords and Tenants to read our Maintenance Guide

#### 23. Ending of tenancy

- 23.1. Where a Tenant has provided notice to leave correctly, we will end the Tenancy accordingly and notify you
- 23.2. We will automatically re-market the property for a new Tenant to minimise any void periods

### 24. Tenant eviction & rent insurance

- 24.1. In cases where we have to evict a Tenant for any reason, such as non-payment, we will issue initial notices
- 24.2. If the Tenant fails to leave the property under appropriate notices amicably, a court order may be required to gain possession
- 24.4. In such circumstances, we will appoint a specialist provider or solicitor's to manage the eviction process
- 24.5. We will advise you in advance of any additional fees or costs from the service provider which will be payable by the Landlord
- 24.6. Under no circumstances is RentLondonFlat.com resposible for any legal steps for the recovery of rent or repossession of the property
- 24.7. Nor are we liable for any outstanding rent arrears or eviction costs
- 24.8. Upon request we are also able to refer you with Rent Insurance providers if required

#### 25. Void period property management

- 25.1. During void periods, we will continue to manage the property
- 25.2. However, under no circumstances is RentLondonFlat.com to be held liable for any loss and/or damage arising from fire, flood or theft
- 25.3. If the landlord requires supplies to be turned off or disconnected during this period, we must receive instructions in writing
- 25.4. We will then arrange for the required contractor to attend at the landlord's expense
- 25.5. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days

### 26. Key Management

- 26.1. We require a set of keys in order to be able to manage your property effectively
- 26.2. These will be held locally in our secure system
- 26.3. By signing this agreement you consent to us making your keys available to our approved suppliers or any other party authorised by you
- 26.4. Where you provide us with a set of keys (or authorise us to use keys held by another agent), we may make further copies
- 26.5. This is to facilitate viewings by the instructed office and other offices where appropriate
- 26.6. We will not charge you for this service
- 26.7. Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets)
- 26.8. We will also hold a set of spare keys at our local office
- 26.9. Where we are not provided with sufficient sets to allow us to do this, we may cut additional key sets
- 26.10 The additional costs of these keys are chargeable and costs vary dependent on the type of keys required
- 26.11. Our secure key tag system ensures that third parties cannot identify which property a set of keys belongs to
- 26.12. In the event keys are lost or unaccounted for our liability for any keys and/or locks is limited to the cost of cutting a new set of keys

### 27. Dealing with third parties

- 27.1. By signing this agreement you agree to give your consent for us to liaise with any third parties as necessary in relation to the property
- 27.2. This may include your accountants, solicitors, superior landlords, managing agents, mortgage company or utility providers

### 28. Indemnity

- 28.1. By signing this agreement you agree to undertake to keep RentLondonFlat.com fully and effectively indemnified
- 28.2. This is in respect to any claim, demand, liability, cost, expense or prosecution which may arise
- 28.3. This may be due to the failure of the landlord to comply fully with the terms of all the above Regulations
- 28.4. This includes any subsequent amendments thereto or replacement Regulations
- 28.5. The landlord agrees to indemnify RenLondonFlat.com as agent against any costs, expenses or liabilities incurred or imposed on us
- 28.6. This is provided they were incurred on the landlord's behalf in pursuit of our normal duties

### 29. Disclaimer

- 29.1. RentLondonFlat.com will carry out all services with reasonable care and skill
- 29.3. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy
- 29.4. We cannot be held liable by the landlord for such events.





### 29. Signatories

- 29.1. By signing this agreement you as landlord warrant that all necessary consents have been obtained to rent out the property
- 29.2. Where there are joint owners you warrant that you have full consent to sign this agreement on behalf of other owners
- 29.3. Where property ownership is in a company name you warrant that you have full consent to sign on behalf of the company

#### 30. Jurisdiction

30.1. The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any action or proceedings in respect of this agreement

### 31. Data protection and privacy policy

- 31.1. RentLondonFlat.com is is registered under the Data Protection Act 1998 registration number Z2884909
- 31.2. We undertake to comply with the Act in all our dealings with your personal data
- 31.3. We will keep your personal information secure
- 31.4. Occasionally, we may contact you by letter, telephone, email or otherwise to inform you about other products and services we offer
- 31.5. We will limit contact to acceptable levels, but if you wish to exercise your right to opt out, simply email us enquiries@rentlondonflat.com

#### 32. Amendments

- 32.1. We may change or add to the terms of this agreement for legal or regulatory reasons
- 32.2. Except in relation to the level of any fees due under this agreement)
- 32.3. We will notify you if any such change will affect the service that we offer you

### 33. Entire agreement and variations

- 33.1. We intend to rely upon the written terms set out in these terms and conditions
- 33.2. We recommend our clients read them very carefully
- 33.3. If you require any changes, please make sure you ask for these to be put in writing
- 33.4. This is to avoid any potential issues around liabilities between us and our landlords
- 33.5. Please contact your Account Manager to discuss any amendments to be put in writing

#### 34. Complaints procedure

- 34.1. Should you have any problems with our service which you are unable to resolve with your Account Manager
- 34.2. Please email us at complaints@rentlondonflat.com
- 34.3 This complaint will be acknowledged within five working days of receipt and an investigation undertaken
- 34.4. A formal written outcome of the investigation will be sent to you within 15 working days
- 34.5. If you remain dissatisfied, you should write to the Director of Customer Services and Compliance (DCSC)
- 34.6. Following the DCSC's investigation, a written statement expressing our final view will be sent to you and will include any offer made
- 34.7. This letter will confirm that you are entitled, if dissatisfied, to refer the matter to The Property Ombudsman (TPO) within 6 months
- 34.8. For the avoidance of doubt, TPO will only review complaints made by consumers.

If you require more information about these terms and conditions we recommend you seek independent legal advice



