

Preliminary Matters

Our professional accreditations ensure your protection in terms of both abiding by a strict code of conduct and ensuring your financial security. You should always be covered by a Client Money Protection Scheme when letting your property.

Client Money Protection – all Landlord monies held by the Agent are protected by the Propertymark Client Money Protection Scheme.

The Agent will be entitled to fees at the agreed rate, in respect of any Tenant or occupant introduced by them, for however long that same Tenant or occupant remains in the property, whether or not the Agent negotiates the subsequent extensions of the initial term.

The Agent deducts fees and all expenses incurred, on behalf of the Landlord, from rent payable and the Landlord is notified by way of a statement.

If the Agent's fees and expenses cannot be deducted from the rent, the Landlord will be notified of fees by way of a pro forma invoice payable as cleared funds within fourteen days of issue.

Value Added Tax will be charged on all fees at the rate appropriate at the time of charging.

The Agent reserves the right to vary the quoted fee rates during the course of a Tenancy, by giving to the Landlord one month's advanced written notice of their intention to do so.

All Landlord and Tenant funds, rents, tenancy deposits and expenditure are credited and debited through the Agent's specially designated Client Account.

No interest is payable on Landlord monies retained by the Agent.

All and any funds due as payable to the Landlord from Eastbourne Lettings, will be paid into a United Kingdom bank account which must be in the name of at least one of the legal owners of the Property. Tenancy Agreements, Supplemental Agreements, renewal documentation, tenant rent arrears/ reminder letters and any other documents that require the Landlord's address to be contained within them, will show the Landlord's actual home correspondence address. Eastbourne Lettings are not able to use the relevant Eastbourne Lettings office address nor a c/o (care of) address for this purpose. This is mainly to comply with Section 47 of the Landlord and Tenant Act 1987, where any written demand for rent or other sums payable to the Landlord under the Tenancy must contain an address for the Landlord and not that of the Agent.

The Tenancy Agreements between the Landlord and the Tenant and all correspondence between Eastbourne Lettings and the Landlord, including rental statements, will include the name of each and every Landlord that is a legal owner of the Property.

Letting Authority

Tenant Finding, Rent Collection and Full Management



Client and property details

The property

Full address and postcode of the property to be let

Address	
Postcode	

The Landlord (our Client)

Please note the names of all registered owners must appear on legal documentation. We therefore require the full name(s), including any middle names, of all the legal owners. Please tick below as appropriate.

<input type="checkbox"/> Sole legal owner	<input type="checkbox"/> Joint legal owners	<input type="checkbox"/> Company	<input type="checkbox"/> Power of Attorney
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Landlord's address

Address	
Postcode	
Name of a UK contact if the Landlord lives abroad	
UK contact address	
Postcode	
UK contact telephone number	
UK contact email address	

Landlord's living abroad

Date of leaving UK	
Tax reference number	
Name of tax office	

Landlord's living abroad (cont)

Self certification applied for

Yes

No

Accountant's name
if applicable

Accountant's address

Postcode

Is the property mortgaged

Yes

No

If yes name of lender

Residency status

I/We reside permanently in the UK

I/We spend 6 months or more per tax year outside the UK

Contact details

Home telephone number

Mobile telephone number

Email address

Bank details

Enter the details of the UK bank account where rental income will be credited. Please note the bank account must be in the name of at least one of the legal owners.

Bank/building society name

Bank/building society address

Name of account

Account number

Sort code

Property details

Electricity supplier

Gas supplier

Water supplier

Sewage service supplier

Telephone service supplier

Property details (continued)

Name of local council

Council tax band

Please indicate the position of the mains water stop tap

Water meter

Fuse box

Electricity meter

Gas meter

PLEASE LIST ANY ITEM UNDER GUARANTEE

Item A

Extend any expiry date of guarantee

Item B

Extend any expiry date of guarantee

Item C

Extend any expiry date of guarantee

Item D

Extend any expiry date of guarantee

Maintenance, preferred contractor

Trade or type of work

Contact telephone number

BOUNDARIES - please indicate responsibility if known

Security - does the property have an alarm?

Yes No

If yes please give details

INSURANCE - name of contents insurer

Policy number

Contact telephone number

Amount of cover

Is buildings insurance included in your leasehold block service charge?

Yes No

If yes name of leasehold block management agents

If no name of buildings insurance

Buildings Insurance policy number

Buildings Insurance contact telephone number

Amount of cover

TENANCY AGREEMENT

Please indicate any special conditions or restrictions that you would like applied to your tenancy

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Standard Fees

Full management service	+ VAT	Inc.of VAT
Rent collection service	+ VAT	Inc.of VAT
Tenant finding	+ VAT	Inc.of VAT
Landlord renewal agreement		
Landlord checkout fee		
Additional fees:- All fees are inclusive of VAT		
Energy Performance Certificate	£	
Gas Safety Record	£	
Detailed Inventory and Schedule of Conditions	£	
Extend Rental Agreement	£	
Installation of Carbon Monoxide Detectors & testing on first day	£	
Installation of smoke alarms	£	
Electrical Inspection Condition Report	£	
Legionella testing	£	

What are the compliance requirements of the Landlord?

A Landlord must:

Penalties:

Section 11 of the Landlord and Tenant Act 1985

Keep in repair the structure and exterior of the property including drains, gutters and external pipes	Forfeit all rent to the tenant during breach
Keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation	Rent rebate to the tenant
Keep installations in the property for space heating and heating water in repair and proper working order	Repairing notice served by the local authority

Furniture & Furnishings (Fire) (Safety) Regulations Act 1988 (as amended)

Ensure that all furniture, soft furnishings, garden and patio furniture comply with the regulations. This will be checked during the inventory and any furniture that does not comply will have to be removed	Criminal offence and a fine of up to £5,000 per item that does not comply and/or imprisonment
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The Gas Safety (Installation & Use) Regulations 1988

Ensure that any gas appliances or installation pipe work in the property are maintained in a safe condition by an approved registered Gas Safe Engineer and a written record produced. Any concealed flues must have inspection hatches fitted to allow the engineer to visibly inspect the flue throughout its route	Unlimited fine and/or imprisonment. Failure to carry out proper checks may also render landlord insurance invalid
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The Electrical Equipment (Safety) Regulations 1994

Ensure that any electrical equipment is safe and will not cause danger and that it satisfies the safety requirements of the 1994 Regulations by getting it checked by a qualified electrician	The maximum penalty for non-compliance is a fine of £5,000 or six months imprisonment, or both
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The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

During any period beginning on or after 1st October 2015 a landlord must:

- Provide a working smoke alarm on each floor of the property
- Provide a carbon monoxide detector in any room of the property which contains a solid fuel burning combustion appliance

A fine of up to £5,000

Immigration Act 2014 and 2016 (Right to Rent Checks)

In accordance with the Immigration Act 2014 we will undertake the necessary checks prior to a tenancy commencing and during the tenancy, if required, to confirm your proposed tenant's right to remain and rent in the UK. Advice will be given if a proposed tenant is found to have no right to rent and remain in the UK. Should the proposed tenancy be a corporate let we require the company tenant to provide confirmation of the checks having been undertaken on all employees and occupants

Up to 5 years imprisonment and an unlimited fine

Section 47 and 48 Landlord and Tenant Act 1987

Where any written demand is given to a tenant of premises to which this Part applies, the demand must contain the following information, namely:

- the name and address of the landlord, and
- if that address is not in England and Wales, an address in England and Wales at which notices (including notices in proceedings) may be served on the landlord by the tenant

Failure to comply will deem the rent is not due

The Energy Performance of Buildings (England & Wales) Regulations 2012

As of the 1st October 2008 any residential Property advertised for letting must have a current EPC.

MEES (Minimum Energy Efficiency Standards):

- 1st April 2016: Domestic landlords are not able to refuse a tenant's reasonable request for consent to make energy efficiency improvements
- 1st April 2018: The granting, renewing or extending of a tenancy for domestic and commercial properties with a F or G rating will be unlawful (this will include all tenancies including periodic tenancies)
- 1st April 2020: Domestic landlords cannot continue to let a property with an F or G rating

- A Section 21 Notice cannot be served meaning you may not be able to evict your tenant
- Marketing a property without an EPC £200 per day
- *New* Fines up to £4,000 for non-compliant letting

Tenancy Deposit Protection Scheme

A landlord must register a tenant's deposit in a government-backed Tenancy Deposit Scheme (TDP) and comply with the scheme's other requirements if you rent your home on an assured shorthold tenancy that started after 6 April 2007.

- We are a member of the Tenancy Deposit Protection Scheme administered by the Dispute Service Limited.
- Where an Assured Shorthold Tenancy Deposit is received on the Landlord's behalf the Agent will serve the Prescribed Information and comply with the initial requirements of the Tenancy Deposit Scheme unless prior written instructions to the contrary are provided before the Deposit is received

- Refund of the tenancy deposit to the tenant
- Penalty payment between 1-3 times the deposit value – paid to the tenant
- Serving of a Section 21 Notice to gain possession of your property prohibited if a deposit held is not protected in accordance with the legislation
- Delay in repossession of your property

Deregulation Act 2015

Section 21 Notice – Such notice to bring a tenancy to the end may not be served if the landlord is in breach of any legislation which relates to any of the following:

- The condition of dwelling houses or their common parts
- The health and safety of occupiers of dwelling houses
- The energy performance of dwelling houses

Notice to gain possession of your property could be delayed

Deregulation Act 2015 – Retaliatory Eviction

These provisions are designed to protect tenants against unfair eviction where they have raised a legitimate complaint about the condition of their home

Notice to gain possession of your property could be deemed invalid and further possession proceeding delayed

Housing and Planning Act 2016

Banning orders came into force in April 2018

Banning offences include:-

- Unlawful eviction – Protection from Eviction Act 1977
- Failure to comply with an improvement notice served under Housing Act 2014
- Offences under Housing Act 2004 in relation to HMOs
- An offence under the Gas Safety (Installation and Use) Regulations 1998
- An offence under the Regulatory Reform (Fire Safety) Act 2005

A fine of up to £30,000

Management of Houses in Multiple Occupation (England) Regulations 2006 and Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007

It is the responsibility of the HMO manager to comply with the HMO regulations. The regulations require the manager to maintain the HMO regardless of who has caused the fault. It is the responsibility of the HMO manager to ensure the Property complies with the regulations at all times. If one occupant is failing to clean a Property or keep the fire exits clear, the HMO manager could be fined. A Landlord should notify the occupant and give them a time period to correct the problem. If the issue is not resolved a HMO manager would be within their rights to carry out the necessary cleaning/removal of rubbish and charge the particular occupant accordingly. It is strongly recommended that a HMO is visited regularly by the HMO manager to prevent any breaches in the regulations.

Up to £5,000 per breach.
Breaching HMO Licensing regulations can carry a penalty of up to £20,000

**the information contained herein is correct at the time of printing*

What happens during the tenancy?

Tenancy renewals

In accordance with the Terms of Business and management level chosen, we will contact both parties three months prior to the end of the tenancy to enquire whether a renewal for a further term is required.

Tenancy check out

When a notice to end the tenancy is processed, confirmation letters will be sent to the landlord and tenant. These letters provide further details on the check out process.

Services <i>Please select your service level</i>	
Full Management Service	
Rent Collection Service	
Tenant Finding	
Commission	% of the rent inclusive of VAT*
For the full tenancy term (as defined) including all renewal periods, payable monthly	
Landlord renewal agreement	Inc VAT*
Landlord checkout fee	Inc VAT*

*If left incomplete standard fee charge levels apply as detailed in this document.

Essential services

Gas Safety Record	<input type="checkbox"/> Tell me more please	<input type="checkbox"/> I have this covered
Energy Performance Certificate	<input type="checkbox"/> Tell me more please	<input type="checkbox"/> I have this covered
Installation & Appliance Electrical Check	<input type="checkbox"/> Tell me more please	<input type="checkbox"/> I have this covered
Carbon Monoxide Detectors	<input type="checkbox"/> Tell me more please	<input type="checkbox"/> I have this covered
Smoke Alarms	<input type="checkbox"/> Tell me more please	<input type="checkbox"/> I have this covered

Letting Authority

Tenant Finding, Rent Collection & Full Management



Instructions *Please complete the section below to confirm your instructions to us*

Marketing and placing offers

We will use our best endeavours to achieve an offer in line with your instructions. We are legally obliged to put all offers forward to you even if they fall outside your instructions.

Rent sought:

Available date:

I/We hereby appoint Eastbourne Lettings Limited as my/our Agent to let said property and confirm I/we have read and agreed to the conditions as detailed in the Terms of Business.

Landlord signature(s)

The signature of each legal owner is required

Agent signature

Date: