



Terms & Conditions of Residential Lettings and Property Management

We are pleased to confirm our terms and conditions as detailed on the following pages.

We are unable to allow a tenant to move into the property until you have returned this document duly signed.

We ask that you complete the attached forms as fully as possible.

Please let us know of any special requirements you may have which are not included within this document.

Thank you for choosing to appoint Ivy House Residential to market and let your property. These Terms and Conditions of Business set out the services we provide, our fees and what you are responsible for as a Landlord. It is important you read these terms carefully as it will form a binding contract between you and Ivy House Residential. If there is anything contained in these terms which you do not fully understand, please do not hesitate to contact us.

LETTING ONLY SERVICE

At the beginning of the letting process, we are obligated to ensure the property has the legally required documentation to enable us to market your property. The documents required before we can proceed with marketing are as follows:

- Energy performance certificate
- EICR Report

If you do not have these documents, we can advise you on how to arrange them with the appropriate contractors or we can make the arrangements on your behalf if formally instructed by you to do so.

If you choose to let your property only, unless formally instructed by you not to do so we will provide the following services:

Assess your property prior to marketing and agree an asking price to quote to potential tenants

Provide comprehensive marketing of your property

Advising on the best way to present your property

Accompany all prospective tenants when viewing the property

Hold keys to the property

Finding a suitable tenant, negotiating an acceptable rent and obtaining references through an external independent reference agency. These include:

- Financial reference
- Previous Landlord reference
- Employment reference
- Full credit search

Preparing and / or negotiating a tenancy agreement acceptable to both parties. Please note that we cannot be responsible for tenancy agreements prepared by other firms or premium leases. In these instances it is advisable for you to seek separate legal advice

Collecting the first two months rent in advance

Preparing a Standing Order Mandate for all subsequent rental payments

Collecting and protecting the Deposit in line with the Tenancy Deposit Scheme, except where a letter of guarantee is acceptable to the Landlord or the Landlord provides their own tenancy deposit protection and provides us with confirmation.

Arranging any necessary safety checks to be carried out on the property (for example a legally required Gas Safety check, Energy Performance Certificate, EICR and so on)

Upon receipt of notice to extend the tenancy, negotiating an acceptable rent for both parties.

Upon receipt to terminate the tenancy, dealing with practical arrangements including arranging for the checking of the inventory and collecting keys.

Sending the inventory report to the landlord for checking at the commencement and termination of the tenancy

Following the inventory clerks checking of the property at the termination of the tenancy, negotiating with the tenant and either reaching agreement on the sum due or referring the matter to arbitration. All costs and expenses in relation to such arbitration will be the responsibility of the Landlord or as direct by the arbitrator.

Refunding the deposit to the tenant less any agreed charges (if any).

Should the Landlord take possession of the property prior to the expiry of the Tenancy Agreement no refund of fees will be due

We will also arrange for the following services to be carried out prior to the commencement of any tenancy which will be charged to the Landlord, unless formally instructed by you not to do so:

Pre-Tenancy Cleaning

We will arrange for a professional cleaning company to thoroughly clean your property. Such clean will include all linen, curtains, counterpanes, upholstery, carpets and other floor coverings, all appliances, surfaces and windows (where accessible). This sets the standard for how the property should be returned by the tenant at the termination of the tenancy.

Keys

A full set of keys including entry fobs, car park remotes (if any) should be provided to every occupant at the commencement of the tenancy, with a spare set to be held by Ivy House Residential. If you fail to provide all necessary keys, we will arrange for any additional sets required to be cut and the cost will be payable by the Landlord.

Inventory

It is highly recommended that you have an independent inventory prepared at the commencement of the tenancy, such inventory to be used for the check in and check out. This document provides a comprehensive report on the condition of the property, all the contents and their condition, the cleanliness and general state of repair throughout the property. Both the Tenant and Landlord will be asked to check the report at the commencement of the tenancy and confirm their acceptance of the document. The same checking of the inventory will be carried out at the termination of the tenancy and any discrepancies will be clearly highlighted. This then determines the breakdown of charges to be deducted from the tenant's deposit (if any). All costs associated with the inventory, check in and check out will be charged to the landlord

Gas Safety Certificate

All gas appliances should be checked by an approved Gas Safe Register contractor. This check should be carried out at intervals of not more than 12 months and an original certificate should be provided to the tenant at the commencement of the tenancy.

Energy Performance Certificate ("EPC")

Energy Performance Certificates (EPCs) have been introduced to comply with the European Directive 2002/91/EC on energy efficiency. An EPC is a statement of prescribed information about the energy efficiency of a building. EPCs will allow prospective buyers or tenants to compare properties for their energy efficiency. An EPC will be required when any building is sold, rented, constructed or undergoes major modification works. It is the responsibility of a Landlord to provide an EPC for a rental property from 30th September 2008. An Energy Performance Certificate is valid for 10 years.

Deposit

Unless otherwise instructed by you in writing we will place the tenants deposit with the Deposit Protection Service ("DPS") in their custodial scheme and will send the tenant the Prescribed Information and Scheme Terms and Conditions. We will charge a fee of £30.00 for using that service.

LETTING AND MANAGEMENT SERVICE

Our Letting and Management Service includes all of the services outlined in Letting Only plus the following:

Arranging payment of the Landlord's outgoings, such as service charges, water rates, ground rent and final utility charges upon the landlord advising the relevant parties of Ivy House Residential being duly authorised to make these payments on their behalf and authorised to speak on the landlords behalf

Demanding and collecting rent on the due dates

Holding a cash float, usually £250.00 and not to exceed £1000.00 with the consent of the Landlord, to be held during the Tenancy to meet regular management expenditure prior to, during and at the end of the Tenancy, including emergency repairs or replacements where urgent action is required. The money is held in a client account on which interest is not payable.

Investigating any complaint or enquiry made by the tenant during the tenancy; calling out a contractor to carry out the appropriate repair or remedy; apportioning the charge as appropriate between the Landlord and the Tenant.

Visiting the property not less than once a year during the tenancy and reporting back to the Landlord the condition of the property. Please note this is not a structural survey and we are only able to report on the visual condition of the property.

Due to the Housing Act 2004 certain types of premises may require a licence before they can be let. It is the landlords responsibility to determine whether a property licence is required and to obtain and pay for that licence. The types of licencing can include local authority discretionary licencing, selective licencing, additional licencing and Houses in Multiple Occupation licencing. A valid notice seeking possession under Section 21 (form 6A) of the Housing Act 1988 cannot be served on a tenant if a licence is required but not obtained. Where we are requested to complete and submit a property licence application on behalf of the Landlord there will be a fee payable as detailed within our Tariff of fees.

DEPOSIT

At the commencement of tenancy, we will collect a security deposit from the tenant equivalent to no more than 5 weeks rent. It is a legal requirement that all tenants deposits paid from the 6th April 2007 are protected under a Government authorised Tenant Deposit Scheme. Ivy House Residential are a member of The Deposit Protection Service (the "DPS"), details as follows:

The Deposit Protection Service
The Pavillions
Bridgwater Road
Bristol
BS99 6AA

Tel: 0330 303 0030

Web: www.depositprotection.com

All deposits paid after 6th April 2007 must be placed in a scheme within 30 days of the deposit being received and the tenant is to be notified which scheme their deposit is being held in. Prescribed Information and a copy of the scheme Terms and Conditions must also be provided to the tenant within 30 days of the deposit being paid.

Failure to place a deposit in an approved scheme could result in the right to repossession using the usual 'notice only grounds' (under Section 21 of the Housing Act 1988) being lost and you could also face a fine. If a tenant has not been notified within 30 days which scheme their deposit is held in, they can apply for a court order requiring the deposit to be safeguarded and the prescribed information about the scheme in which it is held to be supplied, or to return the deposit to the tenant. Where the court believes the landlord has failed to comply with these requirements, or the deposit is not being held in an authorised scheme, the court will either order the landlord to repay the deposit, or to pay the deposit into a scheme. The court may also fine the landlord three times the deposit amount, payable to the tenant.

We will arrange for the Tenant to be checked in and out of the property by an independent, Professional Inventory Company and we will provide the Landlord with a report from which to establish reasonable deductions, if any, from the security deposit. We require that you confirm your instructions within 10 days of the end of the Tenancy otherwise you authorise us to assess such deductions on your behalf. We will negotiate and agree deductions with the Tenant and obtain any estimates which may be required. In all such negotiations, we are obliged to remain impartial and equitable. In the event that the parties cannot agree, we will refund to the Tenant the balance of the security deposit which is not in dispute and refer the matter to the Dispute Service.

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 for adjudication. All parties agree to co-operation with any adjudication.

If there is a dispute the disputed amount should be lodged with the DPS until a fair distribution has been agreed – either through the **ADR service** or the court.

The DPS will distribute the disputed amount based on the decision of the ADR service or court.

By signing this agreement you agree to abide by the regulations of the Deposit Protection Service of which we are a member.

If you would like to hold the deposit yourself, the deposit must still be placed in a government approved scheme within 30 days from it being paid by the tenant. The deposit must have a continuous level of protection and proof submitted to the Agent before the funds can be paid to you. We will also require written proof from you as to which scheme the deposit has been placed in. It will also be your responsibility to provide the tenant with the Prescribed Information and scheme Terms and Conditions.

Where there IS a dispute about the deposit at the end of the tenancy you must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement.

We will take your instructions at the time regarding the amount to be withheld.

The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST

If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution

Agents and landlords are permitted to refer a dispute about a deposit to the Deposit Protection Service. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.

If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from www.tenancydepositscheme.com.

The Deposit Protection Service will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of: (a) The adjudicator's decision or (b) an order from the court that has become final or (c) An agreement being reached between you and the tenant(s).

If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.

When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.

You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish the Scheme to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see www.tenancydepositscheme.com).

When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.

If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.

Where the tenancy is not an AST the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

Landlords Undertaking

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.

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.

Mortgage

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

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

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

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. 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.

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. 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 1. 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

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

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.

Sub-Contractors

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 contacting 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.

Housing Act 2004

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 an 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

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

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. Garden/Outside Space 13. Any garden, balcony, terrace areas should be left tidy and in good condition. Where the Tenant is required to maintain the garden, appropriate equipment must be provided.

The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993

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

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 1 in addition to the cost of the safety check itself. The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

EICR

The regulations apply to private landlords for all new specified tenancies from 1 July 2020 and all existing tenancies from 1 April 2021 providing compliance with BS 7671:2018. Regulation 3(1)(b) of the Electrical Safety Regulations 2020 states that every electrical installation in the residential premises is to be inspected and tested at regular intervals (generally every 5 years). The landlord must supply a copy of the EICR report to each existing tenant within 28 days of the inspection (or prior to the tenancy commencing). Part 4 of the Electrical Safety Regulations 2020 sets out the requirements for 'urgent remedial action'. This is defined as 'action identified in a report

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under regulation 3(3) as is immediately necessary in order to remove the danger present and risk of injury.’ If an item is discovered that is immediately dangerous, a classification code C1 should be issued. Part 3 of the Electrical Safety Regulations 2020 sets out the requirements for remedial action, which is generally required for observations that have been attributed a C2 classification code. A C2 code means potentially dangerous and urgent action is required. Items with a C2 code are required to be rectified within 28 days

Gas Safety (Installation and Use) Regulations 1998

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). 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

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. During any period beginning on or after 1st October 2015 while the premises are occupied under a tenancy (or licence) the landlord must ensure that a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation. Additionally, landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning, solid fuel. This would include log and coal burning stoves and open fires, even if they are not normally in use, but does not include gas and oil boilers. If an open fireplace is purely decorative and not useable then it is not covered by the regulations. The landlord is specifically required to carry out a check to ensure that smoke alarms or carbon monoxide alarms installed to comply with the Regulations are in proper working order on the day a tenancy begins where it is a new tenancy

Energy Performance Certificate (“EPC”)

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

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 their responsibility for the safety of the tenant at the Premises and confirms they have considered all risks regarding Legionnaires Disease.

Right to Rent

Under section 22 of the Immigration Act 2014 a landlord should not authorise an adult to occupy property as their only or main home under a residential tenancy agreement unless the adult is a British citizen, or EEA or Swiss national, or has a “right to rent” in the UK. Someone will have the “right to rent” in the UK provided they are present lawfully in accordance with immigration laws. From 1st February 2016 Landlords have to check prospective tenants have a right to occupy the premises before granting a tenancy, they must also make sure that the tenant’s right to occupy does not lapse during their term. Landlords who breach section 22 may be liable for a civil penalty.

Coronavirus Act 2020 Schedule 29.7 & 29.8

Under the Coronavirus Act 2020, most landlords will not be able to start possession proceedings unless they have given their tenants three-months’ notice. This applies to both Section 8 and Section 21 notices of the Housing Act 1988.

Ivy House Residential Limited is a member of the Property Ombudsman Scheme and comply with the TPO code of practice (details of the TPO code of practice can be obtained by visiting http://www.tpos.co.uk/code_of_practice_rents.htm)

Ivy House Residential holds Client Money Protection, is a member of the Property Redress Scheme and a member of UKALA

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LANDLORDS FEES

Letting Only Service

Our commission is 6% of the total gross annual rent due plus VAT (if vat is applicable) for the entire agreed term of the tenancy. Our commission for any renewal of tenancy or addendum to tenancy will be 3% of the total gross annual rent plus VAT (if vat is applicable) for the entire agreed term of the extension whether arranged by us or another agent.

Letting and Property Management Service

Our commission is 8% of the total gross annual rent due plus VAT (if vat is applicable) for the entire agreed term of tenancy. Our commission for any renewal of tenancy or addendum to tenancy will be 5% of the total gross annual rent plus VAT (if vat is applicable) for the entire agreed term of the extension.

All commission and charges incurred are to be paid in one payment at the commencement of any tenancy. The first three months rent collected from the tenant on your behalf will be used against our fees. If you select the Letting Only service and the first two months rent is insufficient to cover the balance due then the third months rent will also be collected by Ivy House Residential and any surplus funds will be forwarded to the Landlord.

Additional Fees for Landlords

Referencing Fees £30 Additional fee per person for additional tenants or guarantors if required

Deposit Protection registration fee £30

Energy Performance Certificate (EPC) £25 arrangement fee. This fee is in addition to the cost of the certificate being carried out. This arrangement fee is free of charge if using our property management service.

Gas Safety certificate £25 arrangement fee. This fee is in addition to the cost of the certificate being carried out. This arrangement fee is free of charge if using our property management service.

Selective Licensing Schemes £150 arrangement fee. This fee is in addition to any fee from the relevant London Borough.

HMO Licensing Schemes £150 arrangement fee. This fee is in addition to any fee from the relevant London borough.

Amendment to tenancy agreement due to landlord £75 for contract negotiation, amending terms and updating the tenancy agreement during the tenancy.

Renewal paperwork fee £75 for contract negotiation (amending and agreeing terms) and associated paperwork.

Property Inspection £25 for an inspection of the property to be carried out. We offer one free Property Inspection during the first year of tenancy. If the landlord requests any additional Property Inspection visits, these will be charged at £25 per visit

Major Works (over and above day to day repair works and in excess of £1200) 10% of the gross cost of the works. We will obtain competitive quotes, inspect the works upon completion and provide a written report with photos.

Court, Tribunal and Arbitration Appearance £120 per hour attending a court hearing, tribunal or arbitration or for protracted correspondence on the landlord's behalf. 50% reduction if using our property management service.

Insurance Claims 10% of the gross cost of the works in relation to an insurance claim. We will obtain competitive quotes, inspect the works upon completion and provide a written report with photos.

Statements £6 if the landlord requires additional copies of statements. The fee is charged for each statement requested. This is free of charge if using our property management service.

Tax Submission £30 if the landlord resides overseas and requires us to retain tax from their rental income to submit to Her Majesty's Revenue and Customs (HMRC) each quarter on their behalf.

Annual Tax Certificate £60 if the landlords resides overseas and requires us to retain tax from their rental income to submit to HMRC on their behalf. JLL will provide the landlord with an annual tax payment certificate which can be used for claiming a refund of tax from HMRC should one be due.

Waiting at the Property £20 per 30 minutes for waiting at the property to meet a third party eg remortgage valuations, service engineer under Landlords policy and so on

CHAPS / Faster Payments £30 for the transfer of funds to the landlord by CHAPS or Faster Payment, together with the cost of the bank transfer. It is also charged if the landlord request Overseas payments.

Management Enquiries £80 per hour for providing answers to any preliminary enquiries regarding the landlord's property on their behalf for any purpose including that of a sale, lease extension etc.

Costs at the end of the Tenancy

Serving Notice £80 for serving notice on the tenant to terminate the tenancy, including a notice to quit and notice under section 21 of the Housing Act 1988. This is free of charge if using our property management service

Inventory Check Out Costs £60 arrangement fee. This fee is in addition to the cost the independent inventory clerk charges which will be dependent on the size and content of the property. This arrangement fee is free of charge if using our property management service.

Deposit Release £50 per hour for liaising between the landlord and the tenant to agree the deposit release and for us to prepare a submission to The Deposit Protection Service on the landlord's behalf in the event of a deposit dispute. This is a £100 minimum charge. This service is free of charge if using our property management service.

FORMAL INSTRUCTION TO IVY HOUSE RESIDENTIAL

If you would like to proceed in instructing Ivy House Residential in respect of the marketing and letting of your property please complete and sign all sections below:

The Property

_____ Post Code _____

I, _____ (please print)

a) _____ am the sole legal owner of the freehold / leasehold interest in the property

OR

b) _____ I am the joint owner of the freehold / leasehold interest in the property with

_____ (please print)

Landlords Details

Full Postal Address

_____ Post Code _____

Home Tel: _____ Work Tel: _____

Mobile: _____

Email: _____

Should any of the above change, please inform us as soon as possible.

Bank Details

Sort Code: _____ - - Account No.: _____

Bank: _____ Account Name: _____

I have read and accepted the terms and conditions and wish to proceed with the following service(s):

SOLE AGENCY BASIS

LETTING ONLY _____ LETTING AND MANAGEMENT _____

OR

MULTIPLE AGENCY BASIS

LETTING ONLY _____ LETTING AND MANAGEMENT _____

(Please initial where appropriate)

SIGNED _____ **DATE** _____