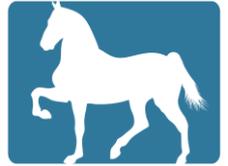


LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS



LARCH
PROPERTY

Rural, Equestrian
& Commercial
Property Specialists

Larch Property,
Franks Barn,
Preston On Severn,
Shrewsbury, SY4 4TB

Please sign where indicated on the first page and initial the bottom of each following page therefore accepting our Terms & Conditions and confirming ownership.

Landlord(s) name:

.....

Landlord(s) date of birth:

Landlord(s) contact address:

.....

.....

Confirm that I / we are the sole / joint owners of the property known as (delete where applicable):

Rental property address:

.....

.....

Postcode:

AGENCY

Larch Property (the Agent) acting on behalf of the Landlord can legally bind you (the Landlord) by signing the tenancy agreement on your behalf. By signing these Agency Terms and Conditions, you authorise the Agent to sign the tenancy agreement on your behalf following approval of any agreement received by you (the Landlord) either by telephone call or email.

ACCEPTANCE

I/we confirm that I/we have read, understood and agree to comply with the attached terms and conditions, and wish you to undertake the letting as described in these conditions at a fee of:

Tenant Finding Only = one months' rent plus VAT (minimum £1,000.00 plus VAT = £1,200) for the entire length of the tenancy. Please refer to cost sheet annexed to this agreement to note what is included within our Fee. If the Property is let by the Landlord directly or a third party once Larch Property have been instructed, our minimum fee would be payable by you (the Landlord). Fees are only applicable to Rent and will not include any items that are included in the Rent (utilities, gardening, cleaning etc).

Fully Managed Service = 5% of the Annual Rent (marketing and set up) + 10% of the monthly rent throughout the Term of the tenancy (plus VAT). Please refer to cost sheet annexed to this agreement to note what is included within our Fee.

It is recommended to read and understand the terms and conditions prior to signing. Any that are not understood should be discussed with a member of staff.

Owner/Landlord

Dated

Larch Property Agent

Dated

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

Services

Tenant Finding Only

Associated Fee – one months rent plus VAT (minimum £1,000.00 plus VAT = £1,200)

Our standard letting commission for finding you a tenant is payable upon the commencement of the tenancy for your property. This fee will be deducted from the initial rent collected from the ingoing tenant(s) with the remaining balance being forward by BACS payment to your nominated account.

Kindly note – we aim to process all landlord client money as soon as possible once received, however this can take up to 5 workings days to clear into your nominated account (following the start of any tenancy agreement).

The Tenant Finding Only Service includes the following:

- Initial visit and discussion with the Landlord.
- Full marketing package to include the production of a property brochure, property portal listing, social media promotion and a To Let board at property subject to Landlord's permission.
- Organise compliance certificates (associated costs outlined within the attached Fee List).
- Accompanied viewings, if required and dependant on location.
- Negotiate the terms of the tenancy between both the Landlord and Tenant .
- Undertake a credit reference, income reference and Landlord reference on each Tenant (using our third party referencing company *RightmovePlus*).
- Undertake Right to Rent immigration checks on each Tenant.
- Create the Tenancy Agreement specific to your property's needs. Should a business lease agreement be needed, you will be required to instruct a solicitor to create any business lease agreement at your cost in addition to any fees charged by Larch Property. Larch Property will negotiate detailed Heads of Terms for any business lease required, in advance of instructing your preferred solicitor.
- Overseeing the signing of the Tenancy Agreement.
- Comprehensive inventory with photographic evidence and/or a full photographic schedule of condition.
- Check-in and meter readings, including informing all relevant utility Companies at the start of tenancy and co-ordinate the change over of utility companies and local authority on your behalf.
- Larch Property will collect the Tenant's deposit and initial first month's rent payment before the tenancy start date.
- Larch Property will register the deposit with the Tenancy Deposit Scheme (TDS) and hold the deposit for the duration of the tenancy in our associated client deposit account with Lloyds Bank PLC (associated costs outlined within the attached Fee List).
- Should there be a deposit to be held under the terms of a business lease, Larch Property can hold this in our associated deposit account with Lloyds Bank PLC, as long as the terms of any Lease or Rent Deposit Deed states this specifically.
- Should the Agent hold any deposit in their registered client deposit account, any interest received will be retained by the Agent.

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

Fully Managed Service

Associated Fee – 5% of the Annual Rent (marketing and set up) + 10% of the monthly rent throughout the Term of the tenancy (excluding VAT).

Our agreed commission is payable upon the commencement of the tenancy. This fee will be deducted from the initial rent collected from the ingoing tenant with the remaining balance being forward by BACS payment to your nominated account.

The management percentage fee will be charged from the commencement date and will be deducted from the monthly rent received from the tenant. The remaining balance will be sent to you by BACS payment to your nominated account.

Kindly note - we aim to process all landlord client money as soon as possible once received, however this can take up to 5 workings days to clear into your nominated account (following the start of any tenancy agreement and rent payment date/rent received date).

Should there be a change in tenant(s) and a tenancy renewal is required, Larch Property will charge a fee to negotiate new terms between the Landlord and Tenant and to create and complete the relevant documents (associated costs outlined within the attached Fee List).

Our Fully Managed Service includes the following:

- Initial visit and discussion with the Landlord.
- Full marketing package to include the production of a property brochure, property portal listing, social media promotion and a To Let board at property subject to Landlord's permission.
- Arrange compliance certificates with our approved contractors (associated costs outlined within the attached Fee List).
- Accompanied viewings if required.
- Negotiate the terms and conditions of the tenancy between both the Landlord and Tenant.
- Take references and right to rent immigration checks (Smartsearch costs outlined within the attached Fee List).
- Create the tenancy agreement specific to your property's needs.
- Overseeing the signing of the tenancy.
- Complete references and Right to Rent immigration checks (Smartsearch costs outlined within the attached Fee List).
- Notifying the relevant utility companies of the change of tenancy and take all relevant meter readings for utilities at start of tenancy.
- Comprehensive inventory with photographic evidence (associated costs outlined within the attached Fee List).
- Deposit collection from the Tenant prior to the tenancy start date and register the deposit with the Tenancy Deposit Scheme TDS.
- Monthly rent collection thereafter.
- Day to day management of the Tenancy.
- Undertake annual rent reviews.
- Annual Property Visit and reporting back to Landlord.
- Full Check-Out procedure and deposit handling.
- End of management service.

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

1.1 TENANTS & LESSEES

If you are a tenant or lessee (own a leasehold flat) you must make sure that: -

- Your lease permits the intended furnished/unfurnished letting,
- The furnished / unfurnished tenancy is for a period expiring prior to the end of your lease,
- Your superior landlord's written permission, if necessary, has been obtained for the letting. If in doubt, refer to the head lease.

1.2 MORTGAGES

Where the property is owned subject to a mortgage, permission is normally required from the mortgagee to let the property. You must ensure you have your mortgagee's permission to let in writing (if necessary), at the earliest date, rather than applying for this when a tenant is found. Some mortgages enable the lender to withhold permission without providing a reason.

1.3 COMMISSION AND FEES

On finding a tenant who is accepted by you, or who you have given us authority to accept on your behalf and who completes the tenancy agreement, our commission will be charged as follows: -

- a. **Standard Commission fees:** refer to page one and the attached Fee List.
- b. Once the property has been instructed, commission is liable if the property is Let.
- c. Commission for the Tenant Finding Service is due and payable at the commencement of the tenancy and will be deducted from the first month's rent. Full Management fees are deducted monthly when the rent is received into Jackson Equestrian Ltd. bank account.

Renewed or extended tenancies: If the tenancy is renewed or if an option to renew is exercised this fee is included within the management charge or original tenant finding fee (subject to there not being any changes or further costs incurred).

Withdrawal of a property: £200 plus out of pocket expenses

Minimum Fee: Our minimum fee for a letting is £1,000.00 excluding VAT

Value Added Tax (VAT): All charges are exclusive of VAT, which are charged at the current rate.

Tenant Introduction

If we introduce a tenant to you either directly or indirectly and a third party associated with that tenant takes up the tenancy of a property owned by you, our commission and fees become payable for the new lease and any further extension.

Commissions, Interest & Other Income

Any commissions, interest or other income earned by ourselves, while carrying out our duties as agent for the letting and/or management of the property, will be retained by Larch Property.

Holding Deposit Retention

Tenant(s) will pay a Holding Deposit to secure their application to the tenancy throughout the referencing process. Should a tenant provide false or misleading information during the referencing process, consequentially causing the tenancy to not proceed, Larch Property will retain the Holding Fee.

1.4 FURNISHED/UNFURNISHED RENT

Unless otherwise agreed, the rent we quote and advertise must be exclusive of all outgoings (e.g. council tax, water rates, drainage, gas, electricity, telephone service, and/or oil fuel where there is an independent oil-fired heating system).

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

1.5 INVENTORIES

On the day that the tenant moves in, an Inventory and Schedule of Condition is provided to the tenant(s). This document details the condition of the property prior to occupancy and will be used at the end of the tenancy to decide fair wear and tear. We outsource this service to a professional inventory company who also record the photographic schedule of condition for you, cost outlined within the attached Fee List.

1.6 FURNISHED/UNFURNISHED TENANCY AGREEMENT & CHARGES

Our standard Tenancy Agreement is offered for a 12 month fixed term, continuing into a periodic rolling tenancy thereafter. Should the Landlord require a shorter term, the Landlord must put this in writing to Larch Property prior to the property being advertised. This is included within the tenant finding or full management charges, but a separate tenancy creation/deposit holding service is available upon request. I.e. Commercial Lease Agreement which will be required to be completed by a solicitor, with any additional fees covered by the Landlord.

1.7 STAMP DUTY

Stamp Duty is due at the official rate on the rent paid and is the responsibility of the landlord and tenant.

1.8 RENT COLLECTION

Once a tenant has been found on a Tenant Finding Only basis, we will arrange for the rent to be paid directly into the Landlord's account by monthly standing order.

If the property is Fully Managed, then rent is paid into our client account where the rent is then transferred into the landlords account with any maintenance deductions and commission at the agreed percentage (page 1).

1.10 RENT ARREARS/BREACHES OF CONTRACT

We do not guarantee the rent. You will however be informed if any rent arrears or breaches of contract are brought to our attention. It is your responsibility to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights to recover arrears of rent.

All costs and disbursements incurred by Larch Property (to include legal costs, fees and disbursement) will be payable by you. Any costs incurred relating to the rent and/or debt recovery through either solicitors or debt collectors, is the responsibility of the Landlord.

1.11 INSURANCE

The Landlord should make sure that the property has adequate buildings insurance and also that the landlord's contents, including carpets and curtains are adequately insured. The insurance company should be contacted to let them know of the intention to let the property, as a failure to do so may invalidate any current insurance.

1.12 DEPOSITS

The deposit is held by the Agent as a registered member of TDS (no. G08794) as stakeholder throughout the tenancy in a designated client account. The Agent is a member of the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

Registered Office Address: West Wing, First Floor, The Maylands Building,
200 Maylands Avenue, Hemel Hempstead, HP2 7TG.

Web: www.tenancydepositscheme.com

Phone: 0300 037 1001

The Dispute Service Limited is a company registered in England and Wales with number 4851694.

If we are/ the Agent is instructed by you/the Landlord to hold the Deposit, we/ the Agent shall do so under the terms of the Tenancy Deposit Scheme (TDS).

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

End of tenancy covered by the Tenancy Deposit Scheme

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

If, after 10 days following notification of a dispute to the Agent/Member and reasonable attempts having 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 be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication. The statutory rights of either you/the Landlord or the Tenant(s) to take legal action against the other party remain unaffected.

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

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

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

Incorrect information

The Landlord warrants that all the information they have provided to the Agent is correct to the best of their knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken, the landlord agrees to reimburse and compensate the Agent for all losses suffered.

1.13 VACANT PROPERTY VISITS

Our commission fee does not include supervision of the property when it is not let, although in the normal course of letting, periodic visits may be made by our team.

If you wish us to visit your property whilst it is vacant, we will be happy to do so at a charge of £25.00 (excluding VAT) per visit. The visit will include clearing post (forwarding/returning to previous if applicable), newspapers, etc. and checking that all is in order. This service is included within the Fully Managed Service.

N.B. All void periods between, before or after tenancies are the responsibility of the Landlord, as are any charges relating to the utilities, security or maintenance of the property. The draining down of water systems, including central heating boiler and radiators are the responsibility of the Landlord.

1.14 MANAGEMENT TASKS

If you require us to undertake further tasks outside of our letting service i.e. post 'tenant finding' assistance, charges may be obtained on application. Within the Fully Managed service, we will deal with routine management matters including minor works/repairs to a maximum of £500.00 inc VAT for any one item. If there is an emergency in our opinion, we will proceed with whatever is needed to prevent further damage or disruption to the property and or the tenant.

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

1.15 SAFETY CHECKS (See section 1.22 regarding Gas & Electrical Regulations)

Before the property is marketed, we will need to have proof of a valid Electrical Installation Condition Report (EICR), Gas Safety Certificate and Energy Performance Certificate (EPC) in our possession. We are more than happy to arrange for these statutory safety checks with the Landlord being responsible for meeting the full cost.

1.16 REFERENCES

We use the services of Rightmove Plus to complete all referencing. All final reports will be presented to the Landlord prior to drawing the Tenancy Agreement.

1.17 CHECK OUT

At the termination of all managed tenancies, we will arrange for the Tenants to be checked out by Larch Property. Larch Property will then contact the landlord to pass on any recommendations or suggested deductions (If applicable) regarding the return of the tenants' deposit money once the inspection has been completed.

Please note: If you would like to terminate our services before the tenancy comes to an end or before the tenant leaves (fees may apply), we will require 1 months' notice.

1.18 TERMINATION OF AN ASSURED SHORTHOLD TENANCY

As a Landlord you are legally required to serve the relevant notice to the tenant, and to have provided (with proof), all relevant Prescribed Information and other documents as required by the Deregulation Act 2015 prior to the commencement to re-gain possession of the Property once the initial fixed term has expired.

For an Assured Shorthold Tenancy, you are required to give at least two calendar months written notice to the tenant unless statutory law states otherwise.

We can issue a notice to this effect upon your instructions where Larch Property originally supplied the tenancy agreement. This notice must be requested by the landlord in writing.

Please note: a Section 21 Notice cannot be served where the contract remains within the fixed term. If the Tenant does not leave the Property at the end of the fixed term, the tenancy will become a Statutory Periodic Tenancy. At this point, and at any time within a Statutory Periodic Tenancy, you will be required to serve two months' notice to regain possession of the Property.

If you require Larch Property to serve notice on the Tenant, we will require 2 weeks' notice, in addition to the notice period required for the Tenant.

Please note, the Tenant can vacate at the end of a Fixed Term tenancy without giving notice to the Landlord, however, within a Statutory Periodic Tenancy, the Tenant must give one months' notice to end the tenancy any point during a calendar month.

LANDLORD'S RESPONSIBILITIES

1.19 THE PROPERTY

You confirm that you are the legal owner of the freehold/leasehold interest in the property and/or are authorised to sign this and other relevant documents. If the property is leasehold, you confirm that: -

- a) The proposed tenancy is permitted under the terms of your lease.
- b) The proposed tenancy will terminate before the expiry of your lease.
- c) The written consent of your superior landlord has been obtained where necessary.
- d) Any special terms of the lease which may be relevant will be disclosed to us.

LARCH PROPERTY LETTINGS & MANAGEMENT

TERMS & CONDITIONS FOR LANDLORDS

1.20 CONDITION OF THE PROPERTY

At the commencement of the tenancy the property must be in a good, clean condition, whilst also meeting the required standards for letting. It is the Landlord's responsibility to keep the structure and exterior of the property in good order throughout the term of the tenancy, as well as keeping the interior in good repair (after considering the tenant's responsibilities). Further details on fair wear and tear and landlord's responsibilities can be obtained from the Lettings Manager.

1.20.1 TV AERIALS

Not all analogue aerials are suitable for receiving digital signals, particularly if the property is a flat or apartment receiving TV through a communal aerial. It may be that the Landlord needs to upgrade the aerial at the property. The tenant would supply and be responsible for any digital equipment such as a Freeview box or a digital subscription such as SkyTV. It is the Landlord's responsibility to test all television aerial points prior to marketing the property.

1.20.2 TELEPHONE POINTS

The landlord should ensure a telephone point is installed in the property to enable the tenant to connect to digital subscriptions and broadband.

1.21 INCOME TAX

Any profits arising from the letting of a property are assessable for tax in the U.K. Where the Landlord of the property resides abroad, the Inland Revenue will hold us, as your Agents, liable for the payment of any tax which arises on rent collected by us on your behalf. This is however unless you have obtained an exemption certificate which exempts us from the requirement to take tax.

1.22 INDEMNITIES

The Landlord agrees to indemnify us as agents against any costs, expenses, or liabilities incurred or imposed on us, provided they were incurred on his behalf in pursuit of our normal duties.

1.23 FIRE REGULATIONS

Under the Fire & Furnishings Safety Regulations (Amended, 1993) the Landlord has the obligation to ensure that all furniture in properties being rented for the first time, or any new or additional furniture being put in a property already rented out, must comply with the fire regulations by displaying a label stating that they are fire resistant. If items of furniture do not comply with the fire regulations, the Landlord must either replace or remove the items before any tenancy commences. Instructions to let a property available for rental will only be accepted if all furniture complies with the regulations. Failure to comply can result in prosecution.

In addition, all useable open fires must be swept before tenants occupy the property.

1.24 ELECTRIC AND GAS APPLIANCES REGULATIONS

As a Landlord, you are legally responsible for making sure that a Gas Safe registered engineer checks all gas appliances in your rental properties every 12 months, providing the Landlord with a copy of the Gas Safety Certificates. This certificate confirms the gas appliances have been checked and are fit for purpose. You must give your tenant a copy of the Gas Safety Certificate within 28 days of the checks being done or give a copy to a new tenant before they move in, you must keep a record of each safety check for two years.

You must ensure that the electrical system and all appliances supplied are safe and fit for purpose - failure to comply with the Electrical Equipment (Safety) Regulations 1994 and The Consumer Protection Act 1987 is a criminal offence. This requires that a qualified electrician must check all low voltage electric appliances and mark all items with the date and time to comply with Government Regulations. All appliances must have instruction and safety booklets left at the property.

LARCH PROPERTY LETTINGS & MANAGEMENT

TERMS & CONDITIONS FOR LANDLORDS

An Electrical Safety check certificate for the property must be issued every five years by a qualified electrician and at the start of the tenancy, requiring an Electrical Installation Condition Report (EICR) to comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

1.23 ENERGY PERFORMANCE CERTIFICATE (EPC)

All rental properties now require a valid EPC certificate that must meet the minimum legal requirement of an 'E' rating. These are small documents with accompanying graphs showing the current energy efficiency of the property and its potential. The EPC generally lasts for 10 years and can be arranged through the office with our in-house surveyor qualified to carry out these surveys (Cost on request). Any improvements to the property must be carried out by the Landlord to ensure the minimum legal requirement is met prior to letting the property.

1.24 VALUE ADDED TAX (VAT)

Except where stated, our fees and any other charges will be subject to VAT at the appropriate rate.

1.25 KEY CUTTING COSTS

If required we are happy to arrange for additional keys to be cut, our charge will be at cost, together with a £10.00 administration fee (plus VAT) unless agreed as part of our costs.

1.25 ABORTIVE COSTS

If we have agreed the basic terms of a tenancy with the tenant and the Landlord then withdraws from the transaction, you will be liable to pay 50% of the usual fee (either tenant finding or equivalent of 6 months at full management).

1.26 RELATED SALE

If a tenant and/or a third party associated with that tenant agrees to purchase the property owned by you, our standard sales commission of 1.5% of the sale price will be payable upon completion.

1.27 MAIL

It is not part of our service to arrange for postal re-direction, unless specifically agreed. We recommend that you arrange for redirection with Royal Mail. Larch Property will hold no liability regarding post sent to the Property.

1.28 TENANT FEES ACT JUNE 1ST 2019

Landlord and Agents under this act are no longer able to charge an incoming tenant(s) fee in connection with applying for rented accommodation. This includes referencing fees, tenancy agreement fees, renewal fees and imposing professional cleaning charges. This is not an exhausted list of scenarios.

The only payments permissible in connection with a tenancy are as follows:

- a) the rent,
- b) a refundable tenancy deposit capped at no more than five weeks' rent and where the annual rent is less than £50,000. A six weeks' rent where the total annual rent is £50,000 or above,
- c) a refundable holding deposit (to reserve a property) capped at no more than one week's rent,
- d) payments to change the tenancy when requested by the tenant, capped at £50.00inc VAT,
- e) payments associated with early termination of the tenancy, when requested by the tenant,
- f) payments in respect of utilities, communication services, TV licence and council tax; and
- g) a default fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement.

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

If the fee charged or proposed fee is not listed above, it is a prohibited payment and it should not be charged. A prohibited payment is a payment outlawed under this ban.

Additionally, professional cleaning clauses or any fee to a third party can no longer be binding for tenants after June 1st, 2019. Should the contract be renewed during this period the clauses will no longer be binding.

Agents/Landlord can charge fees in relation to gardening services providing it is included in the rent paid and clearly stated in the Tenancy Agreement.

Please Note: You cannot evict a Tenant using the Section 21 eviction procedure until you have repaid any unlawfully charged fees or returned any unlawfully retained holding deposit. All other rules around the application of the section 21 evictions procedure will continue to apply.

Proof of Identification

To comply with the Money Laundering Regulations and The Proceeds of Crime Act, we require the following proof of identity the Landlord of the Property:

- 1) Proof of ownership: Title deeds or letter from solicitor
- 2) Proof of identity: Current valid UK/EU passport; Current full UK/EU photo-card Driving Licence.
- 3) Proof of address: Mortgage statement; recent utility bill; current Council Tax bill.
- 4) Proof of buildings insurance: We require a copy of your buildings insurance policy.

Please email copies of the above to gc@larch-property.co.uk copying in lp@larch-property.co.uk

WE WILL ALSO CARRY OUT THE RELEVANT ANTI MONEY LAUNDERING CHECKS ON EACH OWNER VIA OUR APPOINTED COMPANY SMARTSEARCH. *This is a soft credit search and will not affect any credit rating of the Landlord/Owner.*

Non-Resident Landlords

The Non-Resident Landlords (NRL) scheme taxes the UK rental income of Landlord's whose 'normal place of abode' is outside of the UK. Agents acting for a Non-Resident Landlord must deduct tax from the Landlord's UK rental income and pay the tax to HMRC's Accounts Office unless the Landlord has applied to HMRC to receive rental income with no tax deducted using the form 'NRL1' which is available from www.gov.uk.

If HMRC has issues you with an Approval Number, please state it below and include a UK correspondence address. If you intend to remain in the UK, please write 'UK resident':

Landlord one:

Landlord two:

Failure to provide the approval numbers for ALL legal owners will result in 20% of the rental income being deducted and paid to HMRC. The legal owner of the property will then be responsible for contacting HMRC to obtain a refund should any be due.

LARCH PROPERTY LETTINGS & MANAGEMENT TERMS & CONDITIONS FOR LANDLORDS

Specific Initial Instructions

I/we wish to undertake the following services offered by Larch Property:

Service	Fee	Please tick as required:
Let Only	Equal to one months rent + VAT	
Letting & Full Management	Setup / change of occupancy = 5% of annual rent + VAT 10% of monthly rent throughout the Term	
Renewal of tenancy agreement	£250 + VAT	

Provision of Safety Documentation

Please tick (1) box in each section below confirming your instructions:

	Larch Property to arrange	Landlord to arrange	Certificate attached
Gas Safety Certification (annual requirement)			
Oil Fired Boiler Service Report (recommended to be serviced annually)			
Electrical Installation Condition Report (EICR) (required for a change of occupants and/or on the 5 th anniversary)			
Energy Performance Certificate (EPC – valid for 10 years)			
Compliance of the Fire Alarm & CO2 detectors (replacement required every 10years/expiry of the alarms)			
HETAS certificate (if applicable)			
Chimney sweep certificate			

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Landlord nominated bank account

Please fill out the below table with your nominated bank account you would like the incoming rent to be sent to:

Name on account	
Bank name	
Account number	
Sort code	
Payment Reference	

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you sign this contract away from our offices, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day you sign this agreement.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement sent to us by post or email.

To meet the cancellation deadline, it is sufficient for you to send your communication, concerning your exercise of the right to cancel, before the cancellation period has expired. All payments received from you will be reimbursed without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

Under the Cancellation Regulations we cannot begin providing you with the service under these terms unless you have requested that we begin the service in writing and immediately.

You may do this by signing below:

I/we request for Larch Property to begin marketing the property and all other services, as set out in this agreement, during the cancellation period.

I/we hereby give notice that I/we have read the Notice of the Right to cancel (above) and

I/we request you to begin to market the property for let and all other services as set out in this agreement with immediate effect.

Please note - should Larch Property undertake any works on your behalf after signing the above request for works to commence, we reserve the right to raise an invoice for any out of pocket costs should there be a change in circumstances.

Head Office: Franks Barn | Preston on Severn | Uffington | Shrewsbury | Shropshire | SY4 4TB

Shrewsbury: 01743 709249 / e. info@larch-property.co.uk / w. www.larch-property.co.uk

**LARCH PROPERTY LETTINGS & MANAGEMENT
TERMS & CONDITIONS FOR LANDLORDS**

Landlord one name PRINTED:

Landlord one SIGNATURE:

Dated:

Landlord two name PRINTED:

Landlord two SIGNATURE:

Dated:

NB. All single signatures are deemed as "on behalf of" all joint landlords

LARCH PROPERTY LETTINGS & MANAGEMENT

TERMS & CONDITIONS FOR LANDLORDS

Letting Terms of Business
("the Terms")

Definitions

In this Agreement, the following Definitions and Interpretations apply:

- a. Use of the singular includes the plural and use of the masculine includes the feminine and vice versa.
- b. "Agent", "we" or "us" means the Agent trading from the Registered Office Address as described within the Agreement.
- c. "Jointly and severally liable" means that each person will be responsible for complying with the obligations of and paying all charges and costs under this agreement, both individually and together.
- d. "Landlord" "you or "your" means the Landlord as described in the Summary Schedule above and any other person owning a revisionary interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon Termination or expiry of the Tenancy and anyone who later owns the Premises.
- e. "Tenant" means anyone entitled to possession of the Premises under a Tenancy Agreement.
- f. "Occupier" means a Tenant or any person or organisation entitled to occupy the Premises under a Tenancy, Licence or any other form of Agreement or contract.
- g. "Occupancy Agreement" means any Agreement between you and any Occupier which permits them to occupy the Premises whether or not it constitutes a Tenancy Agreement.
- h. "Premises" means any part or parts of the building boundaries fence garden and outbuildings belonging to the Landlord at the Premises Address set out in the Summary Schedule above. When the Premises are part of a larger building the Premises include the use of common access ways and facilities.
- i. "Inventory" or "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord or the Agent, which includes the fixtures and fittings in the Premises.
- j. "Term" or "Tenancy" means the fixed Term of the Tenancy Agreement and any extension or continuation of the Tenancy whether fixed Term or periodic arising after the expiry of the original Term.
- k. "Superior Landlord" means the person, company or organisation to whom ownership of the Premises reverts at the end of the lease.
- l. "Deposit" means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the Terms of the Tenancy Agreement.
- m. "Relevant Person" means a person who paid the Deposit or any part of it on behalf of the Tenant.
- n. "Scheme" means an authorised tenancy deposit protection scheme set up in accordance with the Housing Act 2004, determined by an ADR process, or ordered by the court.
- o. "Stakeholder" means a person or body who holds the deposit at any time from the moment it has been paid by the tenant until it's allocation has been agreed by the parties to the tenancy agreement, determined by the ADR process, or ordered by the court.
- p. "Statutory Time Limit" means the time limit set out in the Housing Act 2004 (as amended) in which the initial requirements of the Scheme must be met, and prescribed information must be provided to the Tenant and any Relevant Person.
- q. "Tenancy Agreement" means the contract drawn up between the Landlord and the Tenant specifying the obligations of the two parties.
- r. "TDS2 means The Dispute Service whose details are shown in the Tenancy Agreement.
- s. "ICE" means the Independent Case Examiner of The Dispute Service Limited.
- t. "Agreement" means this Terms of Business signed between the Agent and the Landlord.
- u. "Member" means the Agent who is a member of the Tenancy Deposit Scheme.
- v. "Regulations" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 "Prescribed Information" means the information that is required to be provided to the Tenant and any Relevant Person under the rules of a government authorised tenancy deposit scheme and as prescribed in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- w. "Calendar Day" or "day" means any day of the year, including Saturdays, Sundays and bank holidays.

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- x. "Working Day" means a day that is not a Saturday or Sunday, nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England or Wales.

Jurisdiction and Service