

## **Terms of Business**

To instruct us Cairds to act on your behalf, please complete this Terms of Business form, signed and returned to this office as confirmation of your acceptance of our Terms of Business, including commission fees, administration costs, charges and as authorisation that Cairds may proceed with marketing your property to let.

Please read the Agreement carefully:-

Lettings and Property Management Service	Fully Managed	Rent Collect	Find Tenant Only
Initial visit to your property	✓	✓	✓
Assessment of your requirements and presentation of a marketing strategy to suit you	✓	✓	✓
Discussion on rent level and advice on legal aspects of letting	✓	✓	✓
Enhanced marketing through The Guild Of Professional Estate Agents Network	✓	✓	✓
Multi-listing with high profile property portals	✓	✓	✓
Initial premium listing on Rightmove and Zoopla for the first two weeks.	✓	✓	✓
Proactive notification to applicants by telephone and email	✓	✓	✓
Viewings accompanied by experienced & high calibre staff	✓	✓	✓
Comprehensive tenant/guarantor referencing and Right to Rent compliance checks	✓	✓	✓
Negotiation of setting up the terms of the AST tenancy agreement	✓	✓	✓
Supply compliance pack to tenant inc. government and safety information guides and compliance certification	✓	✓	✓
Option For Rent and Legal Protection	✓	✓	✓
Compose and securely execute a comprehensive tenancy agreement your request (Additional Cost Inc)	✓	✓	✓
Arrange a professional inventory from a reputable, independent and accredited company (Additional Cost)	✓	✓	✓
Collection of monthly rent, remit and provide detailed monthly statement by email	✓	✓	
Pursue late payment of rent	✓	✓	
Follow up Right to Rent Checks	✓	✓	
Tenant management for non-compliance of tenancy terms	✓	✓	
Arrangements of quotations/estimates and agreed works as necessary	✓		
Payment of contractor invoices and other property related invoices through rent received	✓		
Property visits every six months with full report and photos	✓		
Submission and supervision of insurance claims (subject to FCA regulation)	✓		
Access arrangements with tenants (where using our contractors)	✓		
Escorted third party contractors to property	✓		
Ongoing advice for maintaining/improving properties to maximise investment potential	✓		

[www.cairds.co.uk](http://www.cairds.co.uk)

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Phone: 01372 731966  
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### **Letting Service**

- Market the property, including preparing photographs, arrange a 'to let' board.
- Tenant referencing.
- Conduct the Right To Rent Checks.
- Providing tenant with the Government's 'how to rent document'
- Negotiate the terms and conditions with the prospective tenant.
- Draw up tenancy agreement.
- Schedule an Inventory to be prepared and checked at the commencement and termination of a tenancy.
- To arrange and carry out a gas safety inspection at the start of the tenancy on request at landlord's expense.
- To arrange and carry out EICR inspection at the start of the tenancy on request at landlords expense.
- To arrange and carry out EPC at the start of the tenancy on request at landlord's expense.
- Collect the deposit from the Tenant in advance and remit and record with the Deposit Protection Service and collect first months' rent in advance.
- Serve notice as appropriate or negotiate new terms with the Tenant at the end of the fixed term of the tenancy.

### **Letting and Rent Administration**

- Provide the services in 2.1 above; and
- Receive the rent, as stated on the Tenancy Agreement.
- Prepare statements on receipt of the rent and pay the net amount to the Landlord after deducting agency fee's and any other agreed expenses.

### **Letting, Rent Administration and Management Service**

- Provide the services in 2.1 & 2.2 above; and
- Retain a working float of £250 to cover invoices for routine management matters including arranging repairs to a maximum of £200 for any one item.
- **In the event of an emergency, Cairds reserves the right to instruct works to be carried out in order to minimise any possible damage due to the emergency. We reserve the right to pass on any charges for Emergency work up to a maximum of £250.**
- Investigate defects which come to Cairds' notice or which are brought to Cairds' attention.
- The Agency – Accepts no liability for any damage or theft at the property whilst vacant or between any letting. The agency recommends that the Landlord considers all aspects of security, insurance cover against possible damage or claim that may occur during such periods. We can offer our empty care service please enquire with branch.
- Carry out a routine property visit every six months and send off a property report to you. Please note the visit is not to be construed as a survey or detailed report, we cannot be held liable for any blatant or other defects in the property.

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- Arrange for the property to be professionally cleaned for the commencement of the tenancy if requested (all expenses in this respect to be met by the Landlord, even if the tenancy is subsequently not granted)
- Calculate the cost of any damages owing to the Landlord at the end of the tenancy in accordance with the notes on the Inventory Check-In and Out Reports.
- Arrange the annual gas safety checks at the Landlord's expense.

## **OUR TERMS AND CONDITIONS**

The following terms and conditions govern the contractual relationship between us. Please read them carefully.

### **1. Consent to Let**

You confirm you are the legal owner of the property and have all necessary consents and authority to enter into a tenancy agreement.

### **2. Safety & Compliance Legislation**

As a landlord you must comply with the following legislation,

- Gas safety certificate (installation and use) regulations 1998
- Energy performance certificate
- A safety certificate for portable electrical appliances (PAT)
- electrical installation condition report (EICR)
- The furniture and furnishings (fire) (safety) regulations 1993
- Electrical equipment (safety) regulations 1994
- Part-P building regulations (electrical safety)
- Building regulations (smoke alarm) 1991
- Management of HMOs (England) regulations 2006
- Housing Act 2004
- Licensing of houses in multiple occupation
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 as amended by The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 relating
- The requirement for a safety assessment and suitable remedial action in relation to the Legionella bacteria
- That all potential tenants have the right to rent and that the necessary checks have been carried out. (we will undertake these checks as part of our referencing procedure on the initial let).
- Conduct follow-up right to rent checks at the appropriate date if initial checks indicate that the occupier has a time-limited right to rent and make a report to the Home Office if follow up checks indicate that the occupier has no longer the right to rent.

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If you do not choose our full management service then you have the legal responsibility to ensure that the renewal of any gas safety record, electrical installation condition reports and all other statutory requirements are carried out within the statutory time limits. It is also your responsibility to provide a copy of the certificate in the correct time frame to your tenants.

Where we provide a full management service or rent administration service, we will endeavor to inform you if we become aware of any failure to comply with the above-listed requirements.

### **3. Keys**

It is your responsibility to supply a full set of keys to the property for each tenant and where we are appointed to manage the property one full set to be held by Cairds. If keys are not provided 24 hours prior to the commencement we will arrange to get keys cut on your behalf and charged to your rent account. (Please see additional fee's)

### **4. Inventories**

We can instruct an established independent inventory clerk on your behalf when you accept responsibility for their charges. While care is taken in giving instructions to Inventory Clerks, we cannot accept liability for any error or omission on their part. We strongly recommend that landlords have an inventory prepared for both furnished and unfurnished premises as it can save costly litigation and disputes at the termination of the tenancy. Under the Deposit Protection Service a landlord will be unlikely to claim compensation for any loss or damage if there is no inventory. We cannot be held responsible for any loss suffered if there is no professional inventory.

### **5. Verification of Identity**

We cannot commence our services without verifying your identity under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. As agents we require photo ID and Proof of Residency dated within the last three months.

### **6. Income Tax**

If you reside abroad we will be responsible by HM Customs and Revenue for payment of any liability which arise on rents collected by us, unless you have obtained an exemption certificate. If you do not hold such a certificate it will be necessary for us to deduct income tax at the prevailing rate. We are able to give advice on procedures but tax advice should be sought from your accountant.

For the additional work involved where a Landlord does not obtain Inland Revenue approval to receive gross rent, Cairds will charge a fee. ( Please see additional fee's). If you are a UK resident, you are responsible for notifying HM Revenue and Customs of the tenancy and for accounting for the rent by way of income.

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### **7. House in Multiple Occupation (HMO)**

The Landlord must confirm to Cairds, that where a property is a House in Multiple Occupation (HMO) it has been registered as such with the local authority and that the property complies with all relevant regulations and appropriate licenses obtained.

### **8. Insurance**

The property (and your contents) should be comprehensively insured to include third party and occupiers risks. Failure to inform your insurance company that the property is let could entitle the insurer to void the policy. The policy should also be acceptable to any mortgagee of the property. It is your responsibility to arrange for adequate insurance cover. Block agents consent to be obtained where applicable.

### **9. Housing Health and Safety Rating System (HHSRS)**

Under The Housing Act 2004 it is the landlord's responsibility to ensure the property is let in suitable condition. You undertake that the property is compliant in all respects.

### **10. Tenancy Deposits**

As per current legislation the tenants deposit has to be registered with an approved deposit protection scheme failure to do so can result in serious consequences. Cairds is a member of the Deposit Protection Service, please refer to [www.depositprotectionservice.com](http://www.depositprotectionservice.com).

### **11. Overseas Landlords:**

Income from all residential lettings in the UK is subject to income tax. Cairds is required to pay basic rate tax to the Inland Revenue for all overseas landlords unless the Landlord has applied for and been granted self-assessment status, in which case, the Landlord may receive the rent gross and must still account to the Revenue each tax year. If the Landlord is not granted self-assessment status, he will need to apply to the Inland Revenue for a refund of excess tax once his accounts are up to date. The agent is required to complete quarterly returns to submit to the Revenue and the Landlord. For the additional work involved where a Landlord does not obtain Inland Revenue approval to receive rent gross, Cairds will make a charge of £60.00 per quarter. For further information, please refer to [www.inlandrevenue.gov.uk](http://www.inlandrevenue.gov.uk). **Cairds Overseas Landlord ID is NA047234**

### **12. Change of Address**

You would need to notify us promptly of any change of address so we can comply with the statutory requirements to advise the tenant.

### **13. Ending a Tenancy**

Unless the Tenant surrenders possession of the property it will be necessary to serve the Tenant with a valid notice. The notice and the extent of the notice depends on the type of tenancy it is essential that the correct form of notice is served. If instructed we will serve

notice on the tenant enabling you to apply for possession after the expiry of a tenancy this will incur an additional charge if you have not chosen our full management service.

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#### **14. Early Departure**

Should the tenant leave the property of their own accord prior to the expiration of the tenancy it is your responsibility to take appropriate legal action to recover any rent or damages. Such early departure by the tenant is not our fault nor our responsibility and our full fees will be charged subject to abatement if the property is re-let by us within six months of the departure.

#### **15. Termination of our Service**

Our Full Management or Rent Administration may be terminated by three months written notice on either side.

#### **16. Withdrawal Cost**

If you accept a formal offer from a prospective tenant and the tenant has been referenced and passed, then a withdraw lettings fee of six months will be charged at 10% of the annual rent or £500 (whichever is greater).

#### **17. Empty Care Service**

Cairds can offer landlords a Caretaking Service for empty or vacant periods when the property has no tenants in occupation, details and charges for this service are upon request and the signing of a new agency agreement.

#### **18. Legal Services**

We do not provide legal advice. We can offer you Rent and Legal insurance that will be able to assist in all legal matters. Please speak to us in regards to the policies we have on offer.

#### **19. Third party suppliers**

We may receive fees or commission from contractors introduced by us where it is lawful for us to do so.

#### **20. Jurisdiction**

This agreement is made in England and Wales and shall be subject to the laws and courts of England and Wales.

#### **21. Interest and VAT**

All fees and charges are subject to VAT. We do not pay interest on monies held on behalf of landlords or tenants. We may charge interest at 2% above Santander bank base lending rate or the County Court rate whichever is the higher on late payments of sums owing to us.

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## **22. Our Responsibility**

### **PLEASE NOTE THE FOLLOWING IMPORTANT RESERVATIONS AND LIMITATIONS.**

- Any estimate or advice about future income or expenditure is a general indication only and shall not be treated as a binding assurance or warranty.
- We shall not be liable to you for any loss, injury, damage or for legal or other expenses arising from any defect in the property or its contents (whether or not such defect is apparent) or as a result of any act, omission or insolvency of any third party.
- We shall not be liable to you in respect of any claims made by a third party relating to the property or the letting (unless caused by our negligence) and you will indemnify us if any such claim is made against us.
- Our Services shall not be taken as imposing any obligation upon us to enforce collection of rent or other charges payable by the tenant or a third party. In no circumstances shall we be liable for any indirect consequential or economic loss or expense.
- We will ensure all contractors we recommend have valid public liability insurance. We shall not be liable for checking this where we instruct a contractor recommended by you the landlord.

## **23. Your Responsibility**

- You accept liability without limit for death or personal injury which is due to your negligence.
- You shall pay and indemnify us for all costs, claims, damages, expenses, fines, loss or for legal or other expenses in full incurred by us as a result of your fraud, breach, negligence or default (whether arising as an act or omission) or from any defects in, or emissions or other dangers arising from the property or its contents.
- You shall pay (or shall repay) us any costs howsoever arising in relation to the arbitration of the deposit.
- You accept responsibility for any works undertaken by contractors whom you instruct or whom we instruct on your behalf (including where we give instructions in our discretion) and for payment of the contractors.
- you warrant that the property complies with all regulatory and statutory requirements.

## **24. Assignment**

We may assign, or otherwise dispose of any of our rights and/or obligations under this contract.

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## **25. Electronic Documentation**

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Contracts which have been signed and delivered electronically (either by email, scanning or website authentication) are binding and

admissible in evidence. For convenience, we may ask you, the tenant or any prospective tenant(s) to sign documentation electronically.

## **FEES AND CHARGES**

Subject to the other provisions of this agreement our fees become payable upon a tenant introduced by us entering into a tenancy. For this purpose a tenant will be treated as introduced by us if they are introduced by or have been sharing occupation with a tenant introduced by us. We reserve the right to increase our fees.

## **Find Tenant**

(1) **10% plus VAT (12% including vat)** of the rent for the full contracted period.

(2) With regard to the renewal/extension of tenancies whether or not negotiated by our assignees or us commission is payable at the following rates of the renewal rent

This reduction relates only when tenancies are renewed or extended to existing tenants. There will be no reduction in fees if you had a discount at the commencement of the tenancy.

(3) If the Tenant terminates the tenancy after six months and before twelve months, there would be a pro-rata refund of commission paid. The said refund is not payable if the termination is actioned by the Landlord, unless we are instructed to let or sell the property.

(4) The total amount of commission due on a let only basis is payable at the commencement of each tenancy or renewal/extension.

(5) Our minimum letting fee is **£800 plus VAT (£960 including vat)**.

(6) Fees are payable even if the Landlord dispenses with our service during the tenancy.

(7) We reserve the right to retain any interest or commission obtained while carrying out our duties on your behalf.

(8) At your instruction we are able to undertake management duties outside this service. However a charge will be levied in the sum of £25 per hour. £50 being the minimum charge.

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## **Letting and Rent Collection only**

- (1) **12% plus VAT (14.4% including vat)**. This includes the initial letting fee of **12% including vat** paid in advance and the rent collection fee of **2.4% including vat** taken monthly. This fee however can, in some circumstances be taken on a monthly basis.
- (2) With regard to the renewal/extension of tenancies whether negotiated by us commission is payable at the following rates of the renewal rent with the 2%+Vat rent collection fee remaining.
- (3) If the Tenant terminates the tenancy after six months and before twelve months there would be a pro-rata refund of commission paid. The said refund is not payable if the termination is actioned by the Landlord, unless we are reinstructed by you to let or sell the property.
- (4) Our minimum letting and rent collection fee is **£650 plus VAT (£780 including vat)**.
- (5) Fees are due and payable even if you dispense with our service during the tenancy.
- (6) You agree we may retain any interest or commission obtained while carrying out duties on your behalf.
- (7) At your instruction we will be glad to undertake management duties, a fee of £25 per hour will be levied, £50 being the minimum charge.

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## **Letting and Management**

- (1) Our management charges are **15% plus VAT (18% including vat)**. Letting fee of 12% including vat paid in advance and 6% including vat management fee taken monthly.
- (2) With regard to the renewal/extension of the tenancies whether or not negotiated by us, commission is payable at the following rates of the renewal rent with the 4% management fee remaining.
- (3) If the Tenants terminate the tenancy after six months and before twelve months there would be a pro rata refund of commission paid. The said refund is not payable if the termination is actioned by you unless instructed to let or sell the property.
- (4) Our minimum letting and management fee is **£1,000 plus VAT (£1200 including vat)**.
- (4) Fees are payable even if the Landlord dispenses with our service during the tenancy.
- (5) We reserve the right to retain any interest or commission obtained while carrying out our duties on your behalf.
- (6) When managing a property let by another party we will require copies of the Tenancy Agreement and other documents and two sets of keys. Our fee for this service is **6% plus VAT (7.2% including vat)** of the rent.

## **Periodic tenancies, renewals and extension fee's**

Upon the tenancy becoming a statutory periodic tenancy or periodic tenancy (this is where the tenant remains in occupation without a new agreement) our fees, calculated as agreed in respect of the original letting, will be due annually in advance within 14 days of invoicing, together with the 'periodic administration fee' as set out in 'Additional Charges'. If the tenancy is extended or renewed by a new fixed term, (whether or not we carry out the negotiations) this will incur a fee, calculated and payable as agreed in respect of the original letting together (if applicable) with the tenancy agreement preparation fee as detailed in 'Additional Charges'.

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## **GDPR/Data Protection**

All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with our obligations and safeguard your rights under the Data Protection Act 1998 and the GDPR at all times.

Our use of your personal data will always have a lawful basis, either because it is necessary for our performance of a contract with you, because you have consented to our use of your personal data (e.g. by subscribing to emails), or because it is in our legitimate interests.

Specifically, we may use your data for the following purposes:

- Supplying Our service to you (please note that We require your personal data in order to enter into a contract with you)
- Personalizing and tailoring Our services for you
- Replying to emails from you
- Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by emailing us at [lettings@cairds.co.uk](mailto:lettings@cairds.co.uk) or clicking on a link to unsubscribe on any email marketing that we may send to you.
- We will forward your information on to prospective applicants and we will forward applicants details on to you.

With your permission and/or where permitted by law, we may also use your data for marketing purposes which may include contacting you by email AND/OR telephone AND/OR text message AND/OR post with information, news and offers on our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that we fully protect your rights and comply with our obligation under the Data Protection Act 1998 OR GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003. We will not pass on your details to and 3rd party organisations for marketing purposes without your prior written consent. You have the right to withdraw your consent to us using your personal data at any time, and to request that we delete it.

## **Discrimination**

The Agent will not discriminate against any person contrary to the provisions of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Acts 2006 or 2010. The Agent will not discriminate, or threaten to discriminate against any prospective tenant of the Property because that person is, will not be, or is unlikely to be accepting services that the Agent will (directly or indirectly) provide.

## **In-House Complaints Handling**

The Agent maintains and operates an in-house complaints procedure, a copy of which is available upon request. In the event that any complaint is not resolved between the Agent and the Client in accordance with such procedure, the Client has a right to refer the matter to The Property Ombudsman.

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### **Compliance with Laws**

The Agent and the Client acknowledge their respective obligations to comply with all applicable laws in the marketing and prospective let of the Property and mutually agree to do so. Where the law and the interests of the Client conflict, adherence to the law must prevail. You hereby consent to the agent permission to verify your ownership of the property and associated searches.

### **Right to Cancel**

#### **Termination of Agency**

This agreement may be terminated by the Agent upon 14 days written notice served on the Client at his address by personal service, registered post or first-class post. Notice sent by post shall be effective 48 hours after sending.

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, it is a requirement that all contracts entered into away from our office are given a 14 day right to cancel without reason. To implement this requirement you must inform us by writing to us at 128-130 High Street, Epsom, Surrey, KT19 8BT or by e-mail at [lettings@cairds.co.uk](mailto:lettings@cairds.co.uk) of your decision to cancel this contract by a clear statement e.g. by a letter sent by post or e-mail. 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. Should the right to cancel be exercised having already given authority for the contract to begin, then you the Landlord will be liable for reasonable costs and expenses incurred by the Agent which will include cost for advertising, administration and preparation of the property particulars except your amount payable will be £300 inclusive of VAT within 7 days thereof.

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**Initials:.....**



## **Definitions**

1.1 "You" means the owner or person authorized to let the Property referred to in the Schedule hereto.

1.2 "Us" means The Cairds Estate Agents trading at 128-130 High Street, Epsom, Surrey, KT19 8BT, registered as Cairds (Epsom) Ltd, company number 0704 8853, registered address Maria house, 35 millers road, Brighton, BN1 5NP

1.3 "The Property" means the dwelling to be let referred to in the Schedule hereto.

1.4 "The Tenant" shall mean any one or more individuals or company or other corporate entity (including but not limited to local authorities) introduced by us or named in the Tenancy Agreement to include any successor in title to the original Tenant.

1.5 "The Tenancy" shall mean the period that the Tenant remains in lawful occupation of the Property pursuant to the Tenancy Agreement or by reason of any statutory or other legal provision.

1.6 "The Tenancy Agreement" is the document signed by or on behalf of you and the Tenant permitting the Tenant to occupy the Property.

1.7 "Rent" shall mean any payment to be made by the Tenant for the use and occupation of the Property and shall include any other monies lawfully payable by the Tenant under the terms of the Tenancy Agreement.

1.8 "Fees" shall mean the fees and commission payable by you to us for the services provided.

1.9 "The Services" shall be the various services provided by us and particularised in clause 4 hereof.

1.10 "Terms and Conditions" shall mean these terms and conditions.

1.11 Where two or more persons are included in the expression "you" then your obligation under this Agreement are deemed to be entered jointly and severally.

1.12 Words importing the singular number include the plural number and vice versa and words importing any one gender include any other gender.

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## Summary Charges

### Initial Charges

	Fee	Vat on fee	Total
Tenancy Agreement	£175	£35	£210
Referencing	£35 per adult & Guarantor	£7	£42
EPC (Energy Performance Certificate)	£80	£16	£96
Legionella Risk Assessment	£80	£16	£96
Gas Safety Certificate	£75	£15	£90
Addendum to Tenancy Agreement	£60	£12	£72
Checking Third Party Tenancy Agreement	£250	£50	£300
Smoke Alarm, Supplied Fit & Test to legal standards	£80	£16	£96
CO2 Alarm, Supplied Fit & Test to legal standards	£80	£16	£96
Administration Charge to protect deposit with DPS	£55	£11	£66
Process a claim where we do not provide a full management service	£60 Per Hour	£12 per Hour	£72 per hour
Renewal of a fixed tenancy	£120	£24	£144

	Un-furnished	Furnished	Check-Out
<b>Studio/1 bedroom</b>	£108 inc vat	£120 inc vat	£96 inc vat
<b>2 bedroom</b>	£144 inc vat	£156 inc vat	£108 inc vat
<b>3 bedroom</b>	£168 inc vat	£192 inc vat	£120 inc vat
<b>4 bedroom</b>	£180 inc vat	£210 inc vat	£138 inc vat
<b>5 bedroom</b>	POA	POA	POA
<b>Check in &amp; Smoke alarm testing</b>	£42 inc vat	£54 inc vat	
<b>Check in without inventory</b>	POA	POA	

### Additional Charges

Tax Administration for non UK residents with no HMRC approval	£80 including vat
Annual Tax administration charge for non UK residents with HMRC approval per quarter	£120 including vat
Right to Rent Follow up Checks (Non-Managed)	£60 including vat
Key Cutting	£12 Per Key including vat
Additional Property Visits	£120 including vat
Vacant Property Service	£120 per month
EICR (Electrical Inspection Condition Report)	Written quote on request

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Arrange a redecoration/refurbishment based on the total net invoice of works	12%
Obtaining Quotes Non Managed Properties	£85 Per Quote including vat
Sourcing Instruction Manuals	£70 including vat
Court Attendances Per Day	£500 including vat

### Serving Legal Notice

- Fixed Term Tenancy – Section 21 (1) b or Section 6a
- Serving Notice for a Periodic Tenancy Section 21(4)a
- Increasing Rent during a Statutory Periodic Tenancy requiring a Section 13 Notice
- Serving Notice where a tenant has defaulted on the tenancy agreement Section 8 Notice.
- Increasing Rent during the Statutory Period Tenancy Requires a Section 13 Notice.

<b>Fully Managed</b>	<b>£72 including vat</b>
<b>Rent Collection</b>	<b>£108 including vat</b>
<b>Tenant Find Only</b>	<b>£144 including vat</b>

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### Gas Supply

- The above property does not have gas
- Please arrange a gas safety on my behalf
- As the landlord I will arrange and provide Cairds with a valid gas safety certificate

### Electrical Safety

- As the landlord I can confirm I am satisfied that all wiring and electrical appliances are safe and accept full responsibility.
- Please arrange for an electrician to carry out a full Electrical Installation Condition Report

### Smoke Alarms and Carbon Monoxide Alarm

- As the landlord I can confirm that there are working smoke alarms on each floor of the property and carbon monoxide alarms where applicable.
- Please arrange for the necessary smoke alarm and carbon monoxide alarms to be fitted at my expense.

### Clean

- The property will be cleaned to a professional level
- The property will be cleaned to a domestic level

### Inventory Check In

- Please organise an inventory/check in at my expense.
- I do not require an inventory check in and take full responsibility for that decision in the event of a dispute or damage to the property.
- I can confirm I will make my own arrangements for the inventory check in

In the event of a party introduced by the Agent (or any person or body corporate associated with that party) subsequently purchasing the Property, whether before or after entering into a Tenancy Agreement, commission shall be payable to the Agent on completion of the sale at the rate of 1% of the sale price, plus VAT.

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### **Client Money Protection**

Client money protection is a legal requirement for all letting agents who deal with client money from 1st April 2019. Under Current Legislation, the Consumer Rights Act 2015 make it a legal requirement for every lettings agent in England to display whether or not they are a member of a Client Money Protection Scheme. Lettings agents in Wales are required to be a member of a Client Money Protection Scheme (and display this to consumers) as part of their Rent Smart Wales Registration.

Cairds (Epsom) Ltd t/a – Cairds The Estate Agents are covered by Property Mark Client Protection Scheme.

<http://www.propertymark.co.uk/media/1045366/conduct-and-membership-rules.pdf>

### **Cairds Rent Guarantee**

Cairds offer a peace of mind rent guarantee with our full management service and letting with rent collection service.

Cairds will cover up to 12 months' rent loss and up to £50,000 of legal expenses.

Rent claims will be paid two months in arrears.

Further information available upon request.

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I/We confirm that I/We are the sole/joint owners of the property written below.

**Full Address of Property to let**

Postcode

**Landlord 1**

**Landlord 2**

**Contact Number**

**Email Address**

**Address of Landlord during Tenancy**

**Full Management Service**

Advance .....%including vat      Monthly .....%including vat

Cairds Rent Guarantee included .....

**Rent Administration Service**

Advance .....%including vat      Monthly .....%including vat

Cairds Rent Guarantee included .....

**Find Tenant Service**

Advance .....%including vat

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**IN ORDER FOR US TO MAKE PAYMENTS TO YOU PLEASE COMPLETE THE BELOW**

**Name of Bank**

**Sort Code**

**Account Number**

**Bank Account Name**

**By signing this agreement you are declaring that you have read and fully understood this agreement from pages 1-19 and any additional charges that apply to you.**

**Landlord Sign ..... Print Name..... Date**

**Landlord Sign ..... Print Name..... Date**

**Cairds to Sign ..... Print Name..... Date**

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