



CONFIRMATION OF INSTRUCTIONS

Property:

Landlord Name:	Landlord Name:
Address:	Address:
Tel No:	Tel No:
Mobile No:	Mobile No:
Email:	Email:

Rental Asking Price £

Marketing **SOLE AGENCY**

SERVICE REQUIRED & FEES (tick as appropriate)			
Initial Administration		£350	Inc VAT
Let Only		10.8% of the annual agreed rent	Inc VAT
Rent Collection		14.4% of the annual agreed rent	Inc VAT
Full Management		16.8% of the annual agreed rent	Inc VAT
This is the annual fee that will be payable, excluding other fees, if the property is rented out at the asking price.		£	Inc VAT

Maintenance Fund (This amount will be retained by Greendoor as a property maintenance fund) £250

Do the landlords have any personal or business links to this agency? YES NO

Details

EPC	In Place		Client is obtaining		Agent is obtaining	
EICR	In Place		Client is obtaining		Agent is obtaining	
GAS SAFETY REPORT	In Place/No gas		Client is obtaining		Agent is obtaining	

Date to begin marketing

Landlord/Client Declaration & Signatures
(i) I/We confirm I/we have read, understood & agree to the attached Lettings Terms and Conditions of Business.
(ii) I/We agree that I/we will be personally liable to pay your fees under this agreement.
(iii) I/We confirm that I am/we are the legal owner(s) of the property and/or that I am/we are authorised to rent out the property.
(iv) Where not signed by all the owners or trustees, etc of the property, I/we confirm that I/we are authorised to sign on their behalf.

(v) I/We confirm that we will meet all the required obligations that are appropriate to the property.			
(vi) I/We confirm that we have been provided with a copy of this agreement.			
Landlord Signature		Date	
Landlord Signature		Date	
Agents Signature		Date	
For and on behalf of ANDREW LODGE & GREEN DOOR PROPERTY			

LETTINGS TERMS & CONDITIONS OF BUSINESS

This is an agency agreement between the client/s named in the Confirmation of Instructions, Andrew Lodge Estate Agents and Green Door Property Management Services Limited, registered office: 3 Maiden Street, Weston, Hitchin, SG4 7DG (Us, We) and Andrew Lodge Limited, Wey Court West, Union Road, Farnham, Surrey, GU9 7PT (the Agent) relating to the letting of the property detailed in the Confirmation of Instructions (The property).

Sole Agency

You will be liable to pay Andrew Lodge/Green Door's marketing fee, in addition to any other costs and charges agreed, if at any time a tenancy is agreed with an applicant introduced by Andrew Lodge or with whom Andrew Lodge had negotiations about the property during the sole agency period or, with an applicant introduced by another agent during that period.

Marketing

You are not tied into any minimum marketing period. Marketing will continue, until the property is rented out or the agreement is terminated in accordance with the termination clause below.

Minimum Rent Collection/Full Management Period

Once a tenancy is agreed with an applicant the minimum period of Andrew Lodge and Green Door's agreement for Rent Collection/Full Management Service is the fixed term of the tenancy agreement. After the minimum period the agreement will continue, until this agreement is terminated in accordance with the termination clause below.

Continuing Service Once a Tenancy Ends

Where Andrew Lodge and Green Door act for you under a Rent Collection and Full Management Service, we will continue to act for you under the terms of this agreement when a tenancy ends by Andrew Lodge re-marketing the property to find a new tenant unless you terminate the agreement at the end of the tenancy.

Termination

- i. Prior to an applicant being approved by you, either party can terminate marketing at any time by providing written notice of termination.
- ii. Once an applicant has been approved by you, but before a tenancy begins either party can terminate this agreement by providing 2 weeks written notice of termination. A termination fee of £150 applies.
- iii. The Rent Collection or Full Management Service can be terminated by either party, at the end of the fixed term of the tenancy agreement or any time after the fixed term has ended by providing 3 months written notice of termination.
- iv. The Rent Collection or Management Service can be terminated by either party at the end of a tenancy by providing written notification of termination.
- v. Andrew Lodge and Green Door may terminate this agreement with immediate effect where the landlord fails or refuses to meet their obligations under any tenancy that is in place or fails to meet any other legal obligation placed upon them.

Nominated Person

In the event that there are multiple landlords a nominated person must be appointed as the main point of contact who will be given the sole responsibility and authority to act on behalf of all other landlords and parties with a connected interest. The nominated person will, on behalf of all other landlords and connected parties, make decisions in relation to tenancies, renewal of tenancies and any other fundamental decisions required.

Fees and Charges

All Andrew Lodge and Green Door's fees are outlined within the Schedules. Please tick any additional services that you require. We will provide the services outlined within this agreement and those agreed in the Schedule, but we may discuss additional services with you should they become appropriate during the course of our agreement. Andrew Lodge and Green Door will only provide additional services with your written consent. You will be liable for certain agreed fees regardless of whether any tenancy is agreed. Green Door will deduct any agreed fees from rents received and pay the balance over to you through bank transfer within 5 days of the funds being cleared in our account. Where Green Door do not hold sufficient funds to do this, or no rental is received by us, Green Door will invoice you for the amount due and the invoice must be settled within 14 days. Any interest accrued whilst Green Door hold your money will be retained by Green Door.

VAT

All fees and charges are subject to Value Added Tax and this is included in all the quoted figures and percentages. Where any change in the VAT rate occurs in the future, Green Door will amend our invoice to reflect those changes.

Dual Fee Liability

This may occur where you have previously instructed another agent to market the property, or you have multiple agents marketing the property. You should check those agents' terms of business to ensure you are clear on the potential for more than one agent's fees.

Right to Rent

As a landlord entering into a residential tenancy agreement you have an obligation under section 22 of the Immigration Act 2014 not to authorise an adult to occupy your property as their only or main home under a residential tenancy agreement, unless they are present in the UK lawfully in accordance with immigration laws. Green Door will conduct initial right to rent checks before you enter into a tenancy agreement with the applicant and advise you of the outcome of those checks. Where Green Door are managing your property, Green Door will also take responsibility for follow up checks where the applicant has a time limited right to rent and keep you informed of the situation. Where Green Door are not managing your property the follow up checks will revert to you, where the applicant has a time limited right to rent.

Applicants

Andrew Lodge and Green Door will make all reasonable enquiries to assess applicant's and/or guarantor's suitability and provide you with advice regarding their suitability. These enquiries will include referencing/credit checks. We will provide our services with reasonable care and skill, but we cannot guarantee or provide any warranty about the payment of the rent, or your ability to obtain vacant possession at the end of a tenancy and we are not responsible if the tenant fails to pay rent or fails to vacate the property at the end of a tenancy. Andrew Lodge and Green Door are not responsible for any loss or damage that you suffer through the act, default or negligence of any tenant or third party.

Tenancy Deposit

It is a legal requirement for a security deposit to be registered with a government regulated scheme. Green Door will collect a security deposit equivalent to 5 weeks' rent from the approved applicant prior to the start of the tenancy, (6 weeks where the rent is over £50,000 per annum). Green Door will register the deposit within a government approved scheme and will provide the tenant with the required documents. You appoint any one of Green Door's employees to act as your agent for the purpose of taking and protecting any tenancy deposit that requires statutory protection. You also authorise the said employee to act on your behalf and sign the prescribed information certification required under the Housing (Tenancy Deposits) (Prescribed Information) Order 2007. Where you wish to handle the deposit yourself, Green Door will instruct the tenant to pay the deposit direct to your bank account, however if a tenant mistakenly pays the deposit to Green Door, we will arrange for it to be transferred to you upon production of a valid certificate of registration of the deposit. It is then your responsibility to deal with deposit disputes and claims unless management services are chosen.

Tenancy Agreements

By signing this agreement, you are authorising Andrew Lodge and Green Door to enter into a tenancy agreement on your behalf with a tenant that you have approved. Any such tenancy agreement will be legally binding on you as the landlord and we do not accept any liability for any matters under such a tenancy agreement, or for any failings of the tenant.

Repairs and Maintenance

You authorise Green Door to retain the amount noted in the Confirmation of Instructions in a maintenance fund and authorise Green Door to initiate any repairs or maintenance that are required to the property throughout the term of the management agreement up to the retained float amount, without your prior approval. In circumstances of necessity or urgency, you authorise Green Door to take immediate steps to rectify the problem. On completion of these or any other works throughout the Tenancy Green Door will take the cost of repairs from the monies we hold on your behalf. In all other cases Green Door will not undertake any works without your written approval and funds.

Void Periods

The Management Service does not include security or supervision of the Property when it is not let. The Landlord must make suitable arrangements to have the property checked during void periods; alternatively, we can discuss provision of this as an additional service.

Sale of the Property

If Andrew Lodge negotiate with a buyer for the sale of your property, or a buyer is introduced to you, or if the property is sold to a tenant who has been introduced by us, a fee will become payable of 1.8% including VAT of the total sale price. The fee will be incurred upon exchange of contracts and payable at completion of the sale and will be subject to a separate sales agreement.

"To Let" Board

You give specific authority for Andrew Lodge to erect a "To Let" board within the curtilage of the property, unless specific instructions to the contrary are provided. Andrew Lodge accepts liability for any claim arising in connection with the board, unless the action arises as a result of a further board being erected by another agent. The "To Let" board will remain the Agent's property at all times.

Personal Interest Declaration

Where any potential personal interest or conflict of interest does occur, we must disclose details to relevant parties. Please assist us by providing details on the Confirmation of Instructions.

Identification

Andrew Lodge and Green Door require you to provide categorical confirmation of your identity. In order to do this, but not be intrusive, we require sight of documentary proof of address, together with acceptable photographic ID, such as a passport or photo driving licence. Andrew Lodge and Green Door may require this from all the owners of the property. Copies may be taken and held on file. Andrew Lodge and Green Door may also require evidence of title to the property to be provided.

Consumer Protection from Unfair Trading Regulations

Under the Consumer Protection from Unfair Trading Regulations and the Ombudsman's Code of Practice anything Andrew Lodge or Green Door say or publish about your property must be accurate. To assist with compliance a copy of the information we will be providing will be forwarded to you. It is very important that you read this carefully and inform us immediately if there are any inaccuracies. In addition, we are obliged to pass on any material information that would impact on an applicant's transactional decision and so you must advise us of anything you feel is relevant to this.

Third Party Commission

When providing you with services we may instruct a 3rd party supplier/contractor to do the work required. We may receive commission from them.

ARLA Membership

Green Door are members of the Association of Residential Letting Agents (ARLA) and we comply with their Regulations.

Client Money Protection Scheme (CMP)

Green Door are members of the Propertymark CMP scheme.

The Property Ombudsman

A copy of Andrew Lodge and Green Door's complaints procedure is available on request Green Door are members of The Property Ombudsman Scheme for letting agents (TPO) and follow the Code of Practice. You agree that Andrew Lodge and Green Door can give information about the services we provided to you to the Ombudsman, if you register a complaint with them and they ask for information. You also agree that Andrew Lodge and Green Door may give your contact details to the TPO (if they ask for it) to help them monitor compliance to the Code of Practice. A copy of the Code of Practice and the Consumer Guide is available from www.tpos.co.uk

Data Protection

Andrew Lodge and Green Door are registered with the ICO and we handle your data in accordance with legal requirements. Please see the privacy policy on our website's for further information on how we handle your data or ask a member of staff for more information.

Accuracy of Information

You warrant that all the information provided to Andrew Lodge and Green Door is accurate to the best of your knowledge and belief. In the event you provide any incorrect information to us which causes Andrew Lodge or Green Door to suffer loss or causes legal proceedings to be taken, you agree to reimburse and compensate Andrew Lodge and Green Door for all losses suffered.

Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter. Each party acknowledges that in entering into this agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

Assignment

Andrew Lodge and Green Door reserve the right to assign our rights and or obligations under this Agreement to a third party upon giving you two months' written notice.

Acts of Third Parties

Andrew Lodge and Green Door will not be responsible for any loss or damage that you suffer through the act, default or negligence of any third party, which may arise, otherwise than through the negligence, omission or failure on our part.

Jurisdiction

This Agreement is governed by English law and is subject to the jurisdiction of the courts of England and Wales.

Schedules to this Agreement

1. SERVICES ANDREW LODGE & GREEN DOOR WILL PROVIDE TO YOU
2. LANDLORDS UNDERTAKINGS
3. ADVICE TO CLIENTS
4. SERVICES & FEES
5. CANCELLATION RIGHTS

SCHEDULE 1

SERVICES WE AND THE AGENT WILL PROVIDE TO YOU

ALL SERVICES OUTLINED WITHIN THIS SECTION ARE INCLUDED AS PART OF OUR TENANT FIND SERVICE

- ✓ Andrew Lodge and Green Door will act with your best interests in mind at all times during our instruction period
- ✓ In order to market the property effectively and find suitable applicants Andrew Lodge will -
 - Provide you with appropriate advice on your legal obligations when renting out a property
 - Provide an appraisal of the property and provide you with opinions on potential market rents
 - Agree with you a rental amount for marketing purposes
 - Advise you on the appropriate type of tenancy and tenancy terms and agree this with you prior to marketing
 - Produce property details
 - Where required, arrange for your legal obligations to be met prior to letting
- ✓ Andrew Lodge will market the property in appropriate ways to attract suitable applicants and tenants, including –
 - Promoting the availability of the property through our office and mailing lists
 - Display “To Let” boards at the property, where legally permitted
 - Offering the property through our website and on other national websites including, but not restricted to, Rightmove, OnTheMarket etc
 - Accompanying applicants when viewing the property, unless otherwise instructed
- ✓ When applicants are found Andrew Lodge and Green Door will -
 - Negotiate with them on your behalf to obtain offers of the best possible rent
 - Make all reasonable enquiries to assess their suitability
 - Provide advice to you regarding suitability of applicants
 - We, or a third party instructed by us, will carry out referencing checks and credit checks of applicants and guarantors to ascertain their suitability and report back to you
- ✓ Tenants and Guarantors Suitability -
 - Green Door will provide our services with reasonable care and skill, but we cannot guarantee or provide any warranty about the suitability of Tenants or Guarantors, or your ability to obtain vacant possession at the end of a tenancy. We are not responsible for any loss or damage that you suffer through the act, default or negligence of any tenant or third party. We are not responsible if the tenant fails to pay rent.
 - Warranties are available to cover the eventuality of non-payment of rent and further details can be provided on request.

- ✓ Once you have approved an applicant Green Door will -
 - Conduct the legally required checks on the approved applicant to ensure they have the right to rent a property in the UK
 - Prepare a Tenancy Agreement setting out the rights and obligations of both parties including any special terms that have been agreed. If you wish to use your own tenancy agreement, please supply us with a draft within a reasonable time before the tenancy is due to commence. There may be an additional administration fee for using your Tenancy Agreement or if amendments are made by you or your solicitor to our standard Tenancy Agreement
 - If you have authorised us to do so we will enter into a tenancy agreement on your behalf with the applicant/s
 - As legally required, provide the tenant with the “How to Rent” government guide
 - Provide the tenant with all the legally required documentation, such as Gas Safety Certificate, EPC
 - Provide the tenant with any other relevant information and advice on starting the tenancy
 - Arrange for all necessary readings of meters, where accessible, at the commencement of the Tenancy, in the event we are asked to arrange an inventory
 - Arrange for this deposit to be held and protected, as legally required until the end of the Tenancy
 - Take the first month’s rent plus other required payments, such as security deposit

ADDITIONALLY, THESE ARE INCLUDED AS PART OF OUR RENT COLLECTION SERVICE

- ✓ During the tenancy Green Door will -
 - Collect rents on a monthly basis and pay monies owed to you within 14 working days of receipt of cleared funds in our client account
 - Pay monies due to you direct to your bank/building society
 - Provide statements of accounts to you each month
 - Provide an end of year statement or duplicate monthly statements on request (a fee may be payable for this)
- ✓ Towards the end of the fixed term of the Tenancy Green Door will -
 - Contact you to discuss potential options once the fixed term has ended
 - Conduct contract negotiations with the tenant on your behalf
 - Prepare, amend, and update tenancy agreement terms
 - We will enter into a new tenancy agreement on your behalf with the current tenant
- ✓ At the end of the Tenancy Green Door will -
 - Deal with the ‘check out’ process on your behalf and report back to you with our findings, this applies to managed properties only
 - Where appropriate, Green Door will apply for the Deposit or part of the deposit to be retained, for properties and tenancies that we manage. For rent collect and let only properties and tenancies, we will take your instructions on proposed charges that you have agreed with the tenant and action as necessary with the deposit protection scheme.
 - Where appropriate, Green Door will advise you on handling any claim to be made against the tenant for damage, etc. An additional fee will apply for rent collection and let only landlords.
 - Assist you in the preparation of any claim under a policy of insurance for damage to either your property and/or contents, for managed landlords only.
 - Arrange for all necessary readings of meters where accessible at the end of the Tenancy as part of the formal check out process, if Green Door are instructed to arrange an inventory clerk to conduct a check out
 - Discuss re-marketing with Andrew Lodge and revising the rental figure to suit market conditions
 - Re-market the property on your behalf with Andrew Lodge

ADDITIONALLY, THESE SERVICES ARE INCLUDED AS PART OF OUR MANAGEMENT SERVICE

- ✓ During the tenancy Green Door will -

- Deal with the tenant personally regarding all property and tenancy matters during the course of the tenancy, keeping you informed at all times
- Carry out visual inspections of the property twice a year during the Tenancy
- Inform you, in writing of any required repairs noted or observed during the visual inspection
- Initiate any repairs or maintenance that are required to the property throughout the term of the management agreement without your prior approval, where the cost does not exceed the amount we hold as a maintenance fund
- In circumstances of necessity or urgency, Green Door will take immediate steps to rectify the problem and deduct the cost of this work from monies we hold on your behalf or invoice you accordingly
- In all other cases Green Door will not undertake any works without your written approval and funds
- Where Green Door becomes aware of any breach of the tenancy we will inform you, advise you of the options available and take your instruction on how to remedy the breach
- Carry out all management duties subject to being aware of any problems arising out of the Tenancy. Those duties will cease at the end of each Tenancy Agreement
- Green Door and Andrew Lodge do not take any responsibility for the property during any void periods where an active Tenancy Agreement is not in place
- Green Door will make reasonable efforts to recover your costs for any loss, damage or rent arrears
- Advise you to instruct specialist solicitors to take further action in appropriate cases, but you will be responsible for any legal charges and expenses involved
- Warranties are available to cover the eventuality of non-payment of rent and further details can be provided on request

SCHEDULE 2

LANDLORDS UNDERTAKINGS

You, the Landlord undertake that:

- ✓ You are the owner/owners of the property, or you hold Power of Attorney on behalf of the owner/s.
- ✓ You have advised Andrew Lodge and Green Door of the names and addresses of any other owners.
- ✓ Any other owners agree to the letting of the property.
- ✓ You will provide Andrew Lodge and Green Door with proof of ownership of the property to be rented, if requested (suitable forms of documentation include original title deeds, mortgage statements and current building insurance policies).
- ✓ You will provide Andrew Lodge and Green Door with appropriate original photographic identification and proof of residency and any Power of Attorney documentation for all owners/interested parties, if requested and you agree we can retain copies of this identification.
- ✓ You agree that where there is more than one landlord there will be a nominated person as the main point of contact who will be given the sole responsibility and authority to act on behalf of all other landlords and parties with a connected interest. The nominated person is able to make decisions in relation to tenancies, renewal of tenancies and any other fundamental decision making on behalf of all other landlords and connected parties and that the nominated person's decision will be final in all circumstances.
- ✓ You have obtained consent from any mortgagee to let out the property.
- ✓ You will provide Andrew Lodge and Green Door with the name and address of any mortgagees of the property and will inform us should the mortgage fall into arrears.
- ✓ You have obtained consent from the freeholder, superior landlord or any other interested third party, if applicable to rent out the property.
- ✓ In the event that there are any restrictive covenants documented in a head lease you will provide Andrew Lodge and Green Door with full details of the covenants to pass on to any tenant.
- ✓ Where the property requires a mandatory or additional licence in order to be rented out (e.g. HMO licencing) you will obtain such licences.
- ✓ Where you are required to be licenced as a landlord (e.g. through RentSmart Wales or an English local authority selective licencing scheme) you will register and obtain the licence.
- ✓ Where the Energy Rating of the property exceeds 'E' you will register a personal exemption on the Private Rented Sector Exemptions Register.
- ✓ You will be responsible for any ground rent or other payments required to the freeholder.
- ✓ You will ensure an adequate level of Landlords Insurance cover is maintained throughout any tenancy in respect of the building and any contents you include as part of a tenancy. (It is essential that your Buildings and Contents policies are specifically for Landlords).
- ✓ You will provide Green Door with a copy of your current landlord insurance policy for the property upon request.

- ✓ You will ensure that a valid gas safety report is in place at the start of the tenancy and ensure it is updated annually, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise Green Door and Andrew Lodge to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will ensure that a valid Energy Performance Certificate is in place at the start of the tenancy and ensure it is updated every 10 years, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise Andrew Lodge and Green Door to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will ensure that a valid electrical safety report is in place at the start of the tenancy and ensure it is updated every 5 years, as legally required. If this is not carried out and time is of the essence, to ensure no breach of the Regulations occurs, you authorise Andrew Lodge and Green Door to obtain the reports on your behalf. Our appropriate fee will apply.
- ✓ You will provide Andrew Lodge with the required sets of keys to all main and communal doors. This will be one set for each named tenant. Where we are providing a full management service you will provide us with one set for management purposes.
- ✓ Parking permits must also be provided (if applicable).
- ✓ You will provide the property in a good condition, appropriate for letting and agree to make Green Door aware of any ongoing maintenance problems before the start of the Tenancy. Our appropriate fee will apply.
- ✓ You provide Green Door with permission to take appropriate steps to bring the property up to the required level of safety, where it is essentially required, at your expense.
- ✓ Where you authorise Green Door to hold a maintenance fund you authorise Green Door to initiate required repairs or maintenance without your prior approval.
- ✓ You will be responsible for the cost of any repairs to the property.
- ✓ You have been made aware of your legal obligations regarding letting of the property by Andrew Lodge and Green Door and that you will ensure requirements are complied with.
- ✓ You will be responsible for the payment of solicitor's fees and all related costs incurred with regards to any proceedings necessary arising out of any breach of the Tenancy Agreement by the Tenant.
- ✓ You will be responsible for the property in all respects until commencement of the Tenancy and immediately upon its termination.
- ✓ You will duly observe all Landlords' covenants in the Tenancy Agreement.
- ✓ You indemnify Green Door or Andrew Lodge against any costs incurred as a result of actions taken by the tenant, or any other parties, and indemnify us both against all reasonable costs incurred whilst acting on your behalf.

SCHEDULE 3

ADVICE TO CLIENTS

THE ADVICE PROVIDED WITHIN THIS SCHEDULE IS PROVIDED TO ENSURE YOU ARE AWARE OF YOUR BASIC OBLIGATIONS AND RISKS WHEN RENTING OUT A PROPERTY. IF REQUIRED, WE CAN ASSIST WITH FURTHER INFORMATION ON ANY OF THE MATTERS OUTLINED. CERTAIN OBLIGATIONS ARE HANDLED BY GREEN DOOR AND ANDREW LODGE AS PART OF THE SERVICES WE PROVIDE TO YOU. SEE THE PREVIOUS SCHEDULES FOR CLARIFICATION OF WHAT IS INCLUDED WITHIN THE DIFFERENT SERVICES. EVEN IF THE OBLIGATION IS NOT HANDLED AS PART OF THE SERVICE YOU REQUIRE, WE WILL BE ABLE TO ASSIST YOU IN MEETING IT. PLEASE ASK US FOR FURTHER INFORMATION.

OBTAINING APPROPRIATE PERMISSIONS

MORTGAGES

It is essential for formal permission to be obtained from any mortgage lender. If you have an existing mortgage secured against the property you propose to let, you must approach your mortgage company before entering into any formal tenancy agreement. Most Lenders publish a list of conditions to be met, including sight of the Tenancy Agreement, before they will grant permission. Most would charge a nominal sum to cover administration costs. We require confirmation from you that permission is, or will be, granted before proceeding to find a tenant. If the mortgage lender imposes any special conditions on the letting of the property you must inform us prior to a tenant being found, because once a tenancy is granted no further conditions can be imposed upon the tenant or inserted within the tenancy agreement.

LEASEHOLD PROPERTY

In the case of leasehold property, the Head Lease may make specific reference to sub-letting which may mean you require permission to sub-let from your Superior Landlord. Also, some management committees require an interview with prospective tenants. Often the lease will contain covenants affecting the tenant so we will require a copy of the lease to pass on to any tenant. If your lease requires consent from the superior landlord prior to letting it is your obligation to obtain consent and to pay any costs incurred to obtain the consent.

MANAGEMENT FEES/GROUND RENT

If you are a Lessee and pay periodical payments to a Landlord or an estate "Management Company" you should arrange to pay these direct. *It is not the Tenants responsibility to pay management fees/ground rent on your behalf.* You may also need The Lessor's written permission to let your house and you should check the terms of your Lease for this.

WATER BILLS (Landlord TAP)

We recommend that you register, at the commencement of the tenancy, on TAP (tenant address portal for water billing in England and Wales). This can protect you from becoming liable for any unpaid water bills the tenant may incur.

COUNCIL TAX

The ruling for council tax varies from council to council and you should therefore check on the official government website to clarify whether you are able to apply for any discounts whilst your property is in a void period. Whilst a tenancy is active Council Tax is the responsibility of your tenant. However, if your tenancy goes into a periodic contract this may affect Council Tax responsibility. Please use this link to investigate your own personal situation: <https://www.gov.uk/council-tax/second-homes-and-empty-properties>

BUILDINGS & CONTENTS INSURANCE

You should make certain that your property and any contents that you leave as part of the tenancy agreement are adequately insured and that your policy covers you for letting out the property and includes public liability insurance. Many domestic household policies will not be sufficient. Check with your insurer. It is your responsibility to make sure this insurance remains in force during the full term of the tenancy.

ENERGY PERFORMANCE CERTIFICATE (EPC)

A valid EPC is required for all properties offered for rent. The EPC must at least be commissioned before marketing commences and should be in place within 7 days. If it is not in place within 28 days, the property must be withdrawn from the market until the EPC is available. The energy rating of a residential rental property must be at least E rated. Residential Properties rated F or G cannot be rented out, unless you, the landlord, have a personal exemption that is registered on the Private Rented Sector Exemptions Register.

UTILITIES & MAINS SERVICES

VOID PERIODS

Tenants may leave the mains water on; central heating systems running; mains electric on and more. Green Door and Andrew Lodge do not accept any responsibility or liability for tenant's actions on vacation of the property. In void periods you are responsible for all utilities, council tax and insurance. You are advised during the winter months to ensure that water systems are drained down or leave some form of heating on to avoid burst pipes.

TELEPHONE

If a telephone service is currently supplied to your property, then it is usual for you to terminate the supply with British Telecom or whoever your supplier is. The tenant will then enter into a new agreement with whichever supplier they choose. It is not, however, possible to require a tenant to maintain a telephone at the property and, since this becomes a private arrangement, the telephone number may be altered by British Telecom/cable without reference to you. Should any tenant not require the telephone service, then the service is terminated and a re-connection charge will be due if you resume personal occupation.

MAIL

Before vacating the property, it is advisable to arrange for the Post Office to re-direct mail, since neither Green Door or Andrew Lodge, nor the Tenant can be held responsible for your mail, which may go astray.

SAFETY OF THE PROPERTY

HOMES (FITNESS FOR HUMAN HABITATION) ACT 2018

This legislation is linked to the Landlord and Tenant Act 1985 and it places obligations on landlords to ensure their rental properties are generally safe and fit for habitation. Failure to meet these general requirements can result in punitive penalties being imposed by local authorities. The general requirements are that the property should -

- Generally, be in good condition
- Not have damp problems
- Not be unsafe
- Have enough natural light
- Have enough ventilation
- Have a supply of hot and cold water
- Have adequate drainage
- Have appropriate toilet and bathroom facilities
- Have adequate kitchen facilities to cook food and wash up

SPECIFIC SAFETY OBLIGATIONS

GAS INSTALLATION

Where the property has a gas supply the Gas Safety (Installation & Use) Regulations 1998 require all landlords to have all gas appliances and installations inspected prior to a tenancy commencing and on an annual basis thereafter. The work must be carried out by a qualified GASSAFE technician and can be arranged by your own contractor or through Green Door. If it is your own contractor, we will require a copy of his GASSAFE registration and public liability insurance as well as a copy of the safety check certificate prior to the start of the tenancy.

ELECTRICAL WIRING

You must obtain Electrical Inspection Condition Report (EICR) from a qualified and competent electrical engineer to ensure the electrical installation is safe and meets all legal safety requirements. This EICR report must be renewed at least every 5 years or other timeframe as recommended by the electrician. The report must be passed to the tenant at the start of the tenancy.

ELECTRICAL APPLIANCE SAFETY

It is recommended that before the commencement of a tenancy and on a regular basis during a tenancy, all portable electric appliances included within the tenancy agreement should be electrically tested (also known as PAT testing) to confirm they meet the Electrical Equipment (Safety) Regulations 1994 and the Consumer Protection Act 1987.

INSTRUCTIONS FOR THE SAFE USE OF APPLIANCES & EQUIPMENT

For the tenant's safety and to ensure they look after your property and contents you must provide instructions for the safe use of anything remaining at the property. In particular, instructions for use of central heating systems, cookers and other electrical and gas appliances must be provided. Additional guidance notes should be provided detailing where stop cocks, meters and burglar alarm controls are situated.

UPHOLSTERED FURNITURE

Any upholstered furnishings (excluding carpets and curtains) that are left in furnished properties must conform to the Furniture & Furnishing (Fire) (Safety) (Amendment) Regulations 1993 and have the original manufacturers labels attached to them. Where Green Door manage the property, we reserve the right to remove the item from the property and to store or dispose of it at the Landlord's expense if no label is attached.

LEGIONELLA BACTERIA IN WATER SYSTEMS

You are required to undertake a formal risk assessment of the water systems within the property to be let. You have a legal duty to ensure that the risk of a tenant's exposure to Legionella is properly assessed and controlled. You can carry out a risk assessment yourself or employ a professional to carry it out for you.

GLAZED DOORS

If internal glazed doors and partitions are fitted it is important that they are either glazed in toughened glass, have safety film over them or the panels are taken out.

WINDOW BLINDS

All internal window blind cords must meet British Standards for safety of children. If children were to reside at the property you would not be permitted to rent it out unless the internal window blinds complied with the minimum breaking point required. Blinds on the market currently do comply, but please ask Green Door if you require more information.

SMOKE ALARMS

All properties built from June 1992 must have mains fitted smoke alarms with battery backup. All other older properties must also have smoke alarms fitted in an appropriate place on each floor of the property. These can be mains or battery operated. It is the landlord's obligation to be able to show that they were in working order at the start of the tenancy. Instructions on the use of the alarms must also be provided to the tenant. As part of the tenancy the tenant will become responsible for changing the batteries once the tenancy starts.

CARBON MONOXIDE ALARMS

A carbon monoxide alarm is required in any room of the property that contains a solid fuel burning combustion appliance. These can be mains or battery operated. It is the landlord's obligation to be able to show that they were in working order at the start of the tenancy. Instructions on the use of the alarms must also be provided to the tenant. As part of the tenancy the tenant will become responsible for changing the batteries once the tenancy starts.

WOOD/SOLID FUEL BURNING STOVES

These appliances must be safe and as such a safety certificate provided by HETAS is required prior to the commencement of the tenancy.

BANISTERS

Suitable banisters and hand rails must be fitted to stairways and be properly maintained so as not to provide a danger to tenants.

POLYSTYRENE CEILING TILES

These are a fire hazard and should be removed before a tenant can occupy the property.

OIL-FIRED CENTRAL HEATING SYSTEM

If such a system is installed in your property, you will need to take a tank reading prior to any tenancy starting, together with the capacity of the oil tank. This and full details of the supplier must be provided to the tenant. Green Door recommend that all oil appliances are serviced and safety checked regularly.

PONDS

If there is a pond in the garden and children are to occupy the property precautions must be taken to make the area safe.

PROTECTING YOUR OWN INTERESTS

PROPERTY FRAUD

Over the years, owners of properties have been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an email address and an address abroad. All landlords should go to the Land Registry website www.gov.uk/protect-land-property-from-fraud for guidance and the relevant registration form.

INVENTORIES AND SCHEDULE OF CONDITION

This is a vital process for a landlord, especially where a security deposit is taken. It is your obligation to PROVE that the tenant damaged your property/contents. Therefore, if the tenant causes any damage and you do not have an inventory and schedule of condition report undertaken there is little chance of retaining any of the deposit at the end

of the tenancy. Furthermore, if the damage repairs cost more than the deposit amount it will be very difficult to succeed with any civil claim against the tenant to recover those costs. Please ask Green Door for more information.

GAS-FIRED CENTRAL HEATING SYSTEM

If you have a Maintenance & Service Agreement provide details to the tenant, including the relevant Service Contract number and who to contact. A copy of the contract should be left at the property for use by the tenant in case of emergency and, if the property is managed by Green Door, a copy provided to us.

FITTED CARPETS

It is not the responsibility of a landlord to replace fitted carpets during the period of a tenancy unless they provide a risk caused by fair wear and tear. We recommend that you provide fitted carpets where appropriate to attract a tenant. If your property is an upper floor self-contained converted flat, then the floors must be hard boarded to create a fire barrier before the carpets are laid.

FURNITURE, DECORATIONS AND FITTINGS

It is possible to let your property either furnished, part furnished or unfurnished. However, fitted carpets and curtains should remain in all properties. The majority of tenants prefer unfurnished properties. If you leave equipment such as washing machine, dishwasher, fridge freezer or similar items these can be included in the inventory with the stated observation that any repair costs due to accidental damage will be at the tenant's expense. Please remember that your property will be subjected to the stresses and strains of everyday living and you may incur costs due to fair wear and tear of any items you include within the tenancy agreement. We must emphasise that it is vital you remove any items not easily replaceable or of exceptional value.

REPAIRS

You have a legal responsibility to keep the structure and exterior of the property in good repair including walls, roof, guttering, drains, external pipes and any flagstones or steps giving access to the property. The landlord must also keep in repair and "proper working order" all installations for the supply of gas, electricity and water, sanitary installations and any installations that provide heating or hot water. To avoid unnecessary bills, it is sensible to have any major items of equipment serviced prior to a tenancy and to consider taking out service contracts.

DRAIN DOWNS

During the winter months, if the property is unoccupied, we would recommend the general plumbing and central heating systems are drained down. Green Door can undertake to carry out this work if requested, the charge being paid from the rental account.

GARDEN/HEDGES

You need to provide the tenant with the appropriate tools to maintain the garden and hedges. Tenants will not generally maintain the garden if it is not in good order when they take up occupation. We therefore recommend the garden is presented in a good order at the start of any tenancy. In certain situations it is advisable to include appropriate gardening equipment within the tenancy to assist the tenant and ensure the garden is maintained to a good standard. Where there are large shrubs and/or trees that are not within reach from ground level, the landlord will retain responsibility for regular maintenance of these.

THE TENANCY

TYPES OF TENANCY AGREEMENT

Assured Shorthold Tenancies are the most common, depending on circumstances. If appropriate, we will advise you of alternatives. The initial term of the tenancy can vary but it should never be less than 6 months. We can advise you the appropriate term depending on your circumstances and requirements. You may wish to consult a solicitor to ensure you are aware of all the legal implications of renting out a property.

THE RENT

The rent quoted to a tenant should exclude all outgoings for which you are responsible (i.e. property buildings insurance, ground rent, service charges etc.). Landlords are not responsible for gas, electricity, telephone, water rates

including sewerage and environmental charges, fuel oil (if applicable) and the council tax; all of these are the tenant's responsibility.

DISABILITY DISCRIMINATION

You may need to make reasonable minor adjustments to the property, if your tenant is disabled in any way and they request changes. For example:

- replace signs or notices
- change taps or door handles
- replace or adapt doorbells or entry systems
- change colours to walls, doors or other surfaces

You will not be required to make any changes that would involve removing or changing the physical features of the property, such as, alter the walls, floors or windows.

LEGAL PROTECTION - RENT ARREARS

No matter how carefully a tenant is vetted, the future cannot be predicted. Redundancy, lengthy illness or matrimonial upset all affect tenants who may then not pay the rent or abscond. Sometimes, these and other problems can only be resolved by legal action and we would recommend you take out a legal protection insurance policy to cover any costs that would be incurred.

ENDING A TENANCY

Unless the tenant voluntarily surrenders possession of the property it will be necessary to serve the tenant with a valid notice to vacate the property. The precise form of notice, length of notice and expiry date depends upon the type of tenancy that has been granted. Sometimes a tenant will fail to comply with a notice and you will need to commence county court proceedings to obtain a possession order. Where you instruct Green Door to manage your property they can assist in this area on your behalf.

TAX

LANDLORDS TAX IMPLICATIONS

The income from letting your property is taxable. It is in your best interest to seek qualified advice from a Tax Advisor or accountant. The Inland Revenue instruct Letting Agents annually to provide details of all Landlords. Green Door will provide monthly financial statements to assist you in this aspect of your financial planning (see landlords undertaking).

LANDLORDS RESIDING ABROAD

If you are a member of H.M. Forces you will be responsible for the payment of tax direct to PD5 at Cardiff, subject to Green Door receiving a waiver of liability from that Department. If we do not receive a waiver, Green Door will deduct tax at basic rate and send the money to the Inland Revenue quarterly.

If you are a civilian resident outside the U.K. for more than six months in any tax year, whether for work purposes or other reasons, then the tax authorities will assess this company for tax due. In these cases, Green Door must retain a portion of the rental to meet this tax assessment, unless we have authority from the Inland Revenue to pay the rent to you without making a retention for tax. You can obtain an approval number from the Inland Revenue. Information and forms can be found online at the non-resident landlord section of the HMRC website: www.hmrc.gov.uk/cnr/nr_landlords.htm

Please note that your tax affairs must be up to date to qualify for this approval. Until that approval number is given to Green Door by the Inland Revenue, Green Door are legally obliged to deduct tax from your rental income at the prevailing rate. This money is forwarded to the Inland Revenue on a quarterly basis. If you are not accepted into the Non-Resident Landlord Scheme, we must deduct tax from your letting income. If the tenant pays you direct, and he has not received approval from the Inland Revenue to pay the rent gross, he must deduct tax and forward that to the Inland Revenue on your behalf. No person is exempt from this scheme.

SCHEDULE 4

THE SERVICES AND FEES VAT is included on these fees

(Optional parts of the service have the costs detailed underneath each section)

Services	Let Only	Rent collection	Full Management
Monthly fee	9.0% of annual rent + VAT = 10.8% inclusive	12% + VAT = 14.4% inclusive	14% + VAT = 16.8% inclusive
Pre Tenancy Administration fee	£299.00 + VAT	£299.00 + VAT	£299.00 + VAT = £358.80 inclusive
Carry out Tenant references and right to rent checks	✓ £24.00 Per applicant	✓ £24.00 Per applicant	✓ £24.00 Per applicant
Draw up the Tenancy Agreement and send out for signing	✓	✓	✓
Changes to Tenancy Agreement after it has been issued	✓ £30.00	✓ £30.00	✓ £30.00
Withdrawal from proceeding with a tenancy after the terms have been agreed	✓ £300.00 + VAT	✓ £300.00 + VAT	✓ £300.00 + VAT
Take initial rental and deposit	✓	✓	✓
Register deposit in Government approved scheme	✓	✓	✓
Ensure the property is compliant this will include checking/arranging for a gas safety certificate, electrical certificate, checking smoke and CO alarms, and legionnaires testing	✓ £90.00	✓ £90.00	✓
Arrange an inventory and check in	✓	✓	✓

	£60.00	£60.00	
Arrange for a professional clean to be carried out	✓ £60.00	✓ £60.00	✓
Collect rental payments and provide statements		✓	✓
Chase rental arrears		✓	✓
Provide a quote for buildings and contents insurance			✓
Provide a quote for rent and legal protection insurance			✓
Arrange for annual safety checks to be carried out (to include gas safety certificates, electrical certificates)	✓ £60.00	✓ £60.00	✓
Ensure all routine maintenance is carried out (boiler services, breakdown cover, alarm maintenance etc)			✓
Carry out property visits (two per year included in full management)	✓ £72.00	✓ £72.00	✓
Arrange any repairs and Maintenance			✓
Arrange payment of contractors invoices			✓
Organise and inspect refurbishment works			✓ 12%
Progress and oversee insurance claims, inspect works upon completion			✓ 12%
Arrange transfer of utilities and for final bills to be paid			✓
Negotiate renewals of the tenancy	✓ £150.00	✓ £150.00	✓ £150.00

Rent review and serve section 13 notice (periodic tenancy only)	✓ £72.00	✓ £72.00	✓ £72.00
Arrange for notices of possession to be served	✓ £120.00	✓ £120.00	✓
Negotiate dilapidations and arrange deposit return			✓
Administration for disputed deposit claims to be submitted	✓ £240.00	✓ £240.00	✓
Provide out of hours emergency cover			✓
Produce summary statement for tax returns			✓ £99.00
Submission of non resident landlord receipts to HMRC per quarter			✓ £150.00
Court attendance per day or part day			✓ £240.00
Handling of a HMO or selective licensing application			✓ £150.00

FEES WE MAY CHARGE APPLICANTS AND TENANTS

Holding Deposit	1 week's rent
Security Deposit	5 Week's rent
Keys/security device replacement	Charged at cost + agents time at a rate of £50/hour
Early termination of a tenancy within the fixed term	£50
Removal a tenant	£50
Addition of a new tenant	£50
Changing a tenant	£50
Change to rental payment date	£50
Amend the tenancy to allow a pet	£50
Late payment of rent charged at a daily rate	3% above Bank of England base rate (per annum)

SCHEDULE 5

CANCELLATION RIGHTS

Where you are a consumer client and this contract was agreed off our premises in our presence 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 this contract was agreed. 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. To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending us a clear statement in writing to us at Green Door Property, 3 Maiden Street, Weston, Hitchin, SG4 7DG. You may use the attached model cancellation form, but it is not obligatory.

We are unable to begin marketing your property for 14 days unless you provide us with specific instructions to do so. Please indicate the date you would like us to begin marketing within the signature box in the Confirmation of Instructions.

If you do request that we begin immediate marketing of your property during the cancellation period and you do exercise your right to cancel, you will be required to pay us an amount which is in proportion to what has been performed until you communicated your cancellation of the contract. This will include reasonable expenses incurred for advertising and preparation of property particulars, etc. This fee will not exceed £150.

CANCELLATION NOTICE

If you wish to cancel this contract you must do so in writing and deliver your notification personally or send it to us by post within 14 days. You may use this form if you wish, but you do not have to.

CANCELLATION NOTICE

To: Green Door Property, 3 Maiden Street, Weston, Hitchin, SG4 7DG

I/We hereby give notice that I/we cancel the contract for the supply of agency services that was agreed on in relation to my/our property at: (Enter the property address).

I/We understand that I/we may be liable for the expenses/fees, as outlined within the agreement I/we signed.

Client/s name & address:

Signed: Dated: Signed: Dated:

