

# Holland

## PROPERTIES

### *Terms & Conditions of Residential Lettings and Property Management*

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

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

*We ask that you complete the attached forms as fully as possible. Please let us know of any special requirements you may have which are not included within this document.*



## Company Information & Requirements

### **Jurisdiction and Service**

1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it.
2. Any legal proceedings to be served in respect of this Agreement which are to be served outside the jurisdiction shall be deemed to be sufficiently served if they are sent by ordinary first-class or airmail post or its equivalent and it is agreed that all legal proceedings may be served in English without the necessity for translation into any other language.
3. The provisions for the service of notices are that if either party deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the other party by 5pm or the last known address of the other party; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the other party or the last known address of the other party; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays. The address for service for the Landlord will be the contact address specified in this Agreement and the address for service for us will be 429 Westferry Road London E14 3AN

### **Service Information**

4. We trade as a Limited company registered at Companies House (Reg. No 3716157)
5. Our VAT number is 735-4665-15
6. We are members of the dispute and compensation scheme operated by The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk)) and our registration number is R00274.
7. We are members of the Association of Residential Lettings Agent/National Association of Estate Agents and subscribe to the code of conduct of that organisation.

### **Acts of Third Parties**

8. We 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 other than through our negligence, omission or failure.
9. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

### **Termination**

10. Either party has the right to terminate this Agreement in writing:
  - a. upon the Occupier's vacation of the Premises;
  - b. if we break any important term or condition of this Agreement during the Term of an Occupancy Agreement where thirty days written notice of the breach has been given by the other party, the breach has not been remedied and monetary compensation is wholly inadequate;
  - c. if you are in major breach of any of the terms contained in this Agreement or if you do or do not do something which makes it impossible, impracticable or illegal for us to continue to perform our obligations under this Agreement.
  - d. either party carries out or suggests that the other should carry out any form of unlawful discrimination.
11. If we terminate this Agreement for any reason you will remain liable for our Commission at the Let only Percentage as described in Schedule 1 and for any Fees or Costs we might incur on your behalf in transferring our obligations to you or to someone you might nominate.

### **Assignment**

12. We reserve the right to assign our rights and or obligations under this Agreement upon giving you two months' written notice.

### **General Data Protection Regulations 2018**

13. Our use of your personal data will be governed by our Privacy Notice which can be found at [www.hollandproperties.co.uk/privacy-policy](http://www.hollandproperties.co.uk/privacy-policy). Holland Properties Ltd is a Data Controller for the Personal Information that it collects and uses about you. Such terms are defined in the Data Protection Act 1998 but which, on and from 25 May 2018, shall have the respective meanings given under the General Data Protection Regulation (EU) 2016/679 (the "Regulation"). We undertake to act in accordance with the Data Protection Act 1998 (and, on and from 25 May 2018, the Regulation) at all times (including having in place adequate levels of security in respect of such Personal Data). We will treat your personal information as confidential and in accordance with applicable data protection legislation and your personal information will only be shared with others in accordance with our Privacy Notice..

### **Interest on Clients' Monies and Commission**

14. Any interest accrued on monies that we hold on your behalf will be retained by ourselves to cover bank and administration charges etc. Any commission earned by us while acting on your behalf will be retained to cover costs.

[Company Information & Requirements cont...](#)

**Money Laundering**

15. In order to comply with the Money Laundering Regulations 2017 you will be required to provide Holland Properties on request, such identity verification that Holland Properties may require in accordance with Money Laundering Regulations 2007. They include, but are not limited to, a proof of ownership (in a form of a Land Registry Title) and a proof of identity (passport and driving licence)

**16. Variation**

The Terms of Business may only be varied if agreed between the Landlord and the Agent and confirmed in writing by both parties.

General Information

1. In the event of the landlord wishing to sell the property, Holland Properties will provide a separate Terms and Conditions relating to sales. In the event the landlord wishes to sell the property to the tenant, Holland Properties will negotiate a sale price and manage the transaction at a reduced rate of 1.2% plus VAT of the final contract price provided the landlord instructs us to do so. Holland Properties will confirm any such instructions in writing.
2. You will be liable to pay Holland Properties renewal commission fees whether or not any renewal is negotiated by Holland Properties; even if any renewal is negotiated by another agent and even if you do not require Holland Properties to perform any additional services over and above and introduction of a tenant
3. A rental guarantee insurance can be arranged on your behalf whereby rent is paid to you should the tenant default in any way. This is provided only when full references have passed on tenants and is subject to the Terms and Conditions of the insurance company. Further information will be provided to you at the start of any new tenancy with a full tariff of costs and levels of cover.
4. Although we take every care to ensure a smooth and trouble free Tenancy, Holland Properties cannot take any responsibility for the non-performance of the terms of the Tenancy Agreement including the non payment of rent.
5. We are obliged to provide a tenant with a UK address at which notices may be served. For managed properties where the landlord resides overseas, we will use our Property Management office address unless instructed otherwise. We are obliged to disclose the full name and address of landlords on all rent demands.
6. The Landlord is solely responsible for the decision as to whether any prospective tenant or guarantor is acceptable. Our only obligation regarding the assessment of the suitability of a tenant or guarantor is to arrange a comprehensive assessment report through an independent specialist referencing company. You rely upon these results at your own risk. A positive tenant assessment does not guarantee that any tenant will perform or observe all or any of the obligations undertaken towards you.
7. Any notice required to be given under these terms and conditions shall be given in writing. A notice is deemed to have been served if it is served to the intended recipient in person, left at their last known place of abode or business, or affixed to or left at the subject property. Service can also be achieved if a notice is sent by post addressed to the intended recipient by name at their place of abode provided that the letter is not returned undelivered.
8. No amendment or variation of these conditions shall be effective under any circumstances unless in writing and signed by you or your representative and countersigned by one of our managers or Directors.
9. In the unlikely event you are unhappy with any part of our service and would like to raise a complaint, or if you have suggestions or queries, then please contact the office manager for a copy of our complaints procedure. Should you remain unhappy for any reason, please write to Selina Westerman, Director, Holland Properties, 429 Westferry Road, London, E14 3AN or by email to [selina@hollandproperties.co.uk](mailto:selina@hollandproperties.co.uk). All enquiries will be dealt with within 7 days. Holland Properties is a member of The Association of Residential Letting Agents (ARLA), which offers an independent arbitration service.
10. Holland Properties holds Professional Indemnity Insurance and has separate client accounts which is regulated by ARLA Property Mark. We are also members of the Tenancy Deposit Scheme, ARLA Property Mark and the NAEA..
11. No interest will be payable on any balances due.
12. For your information the client account details whereby rent is paid from are:  
Nat West Camden Town Branch  
Account Number: 94654158                      Sort Code: 60-04-24
13. Holland Properties has prepared a comprehensive Tenancy Agreement to protect your interests. Whilst agreements may be tailored to meet your individual needs we can take no responsibility for any such amendments and you must rely entirely upon your own legal advice in this respect. It is not possible for a landlord to use their own tenancy agreement as we cannot accept no liability whatsoever for such documentation nor will our professional indemnity insurance cover any issues arising from the same.
14. Holland Properties may change or add to the terms of this agreement (except in relation to the level of any fees due under this agreement) for legal or regulatory reasons. We will notify you if any such change will affect the service we offer you.
15. All fees are subject to **VAT at the standard HMRC rate. (VAT Registration No: 735-4665-15)**

## Landlord's Undertakings

### **Consent for Letting**

1. By signing these Terms and Conditions you warrant to us that you are the owner of the Premises, or otherwise lawfully entitled to enter into an Occupation Agreement. You may be asked to provide us with sufficient documentary evidence to satisfy us and the Occupier that you are entitled to do so. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the right to enter into an Occupation Agreement.

### **Mortgage**

2. If the Premises are subject to a mortgage, you will need your mortgagee's written consent to the proposed letting. By signing this Agreement you confirm that you have your mortgagee's consent to grant a Tenancy. The mortgagee may want to see a copy of the Tenancy Agreement, which can be supplied upon written request. The mortgagee may charge you a fee for giving their permission. If your mortgagee has any special conditions relating to the Tenancy or type of Tenant you must provide them to us prior to the start of the Tenancy to be included within the Tenancy Agreement. Conditions cannot be imposed upon a Tenant at a later date. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your mortgagee to enter into an Occupation Agreement.

### **Sub-letting**

3. If you are a leaseholder, you will normally require the consent from your Superior Landlord, freeholder or their managing agent before you can sub-let the Premises to an applicant. In giving consent the Superior Landlord or their managing agent may require you to provide references for your Tenant and for you and your Tenant to enter into an agreement to observe the covenants contained in your head lease. A fee may be charged for granting consent to sub-let, which is your liability, and for the licence granted prior to the start of the Tenancy and upon renewal. We will need a copy of any sections of the head lease that impose restrictions on the behaviour of the Occupier together with any schedules referred to therein so that we can attach a copy of this to the Occupancy Agreement. If the Occupier is not given a copy of the relevant sections of the head lease you cannot impose any obligations contained in it upon them. This could lead you to breach the terms of your lease. You will be liable to provide us with a full indemnity for any costs, losses, or other expenses we may bear due to you not having the proper consent from your Superior Landlord to enter into an Occupation Agreement.

### **Insurance**

4. It is essential that the Premises and the contents included in the Inventory and Schedule of Condition are adequately insured and that your insurers are aware that the Premises are let. Failure to do so may invalidate your insurance. You must inform your insurers whenever the Premises remain vacant for a period greater than specified in your insurance policy. You should also check that your insurance policies include third party liability to protect you if the Tenant or a visitor to the Premises is injured. You must give us copies of any section of your insurance policies that impose restrictions on the behaviour of any Occupier of the Premises to attach to the Occupancy Agreement at its commencement, including any conditions for vacant premises. If these are not given to the Occupier then they have no obligation to comply, which could be breach of your insurance contract rendering any claim void. We cannot be responsible for the renewal of your insurance cover. We strongly recommend you arrange for an insurance policy that covers loss of Rent and contents, and legal expenses.

### **Taxation**

5. You will be liable for tax on income arising from letting the Premises and you must inform Her Majesty's Revenue and Customs ("HMRC") that you are letting the Premises. There are a number of allowances that you can claim against this income. You should seek advice on these allowances from your accountant or from the HMRC website which can be accessed on [www.hmrc.gov.uk](http://www.hmrc.gov.uk). You must also keep all your invoices for six years for tax purposes. You should be aware that we forward a form to the HMRC annually detailing all landlords whose Premises we have let and the rental income they have received, regardless of the country of residence of that landlord.
6. The HMRC has special rules regarding the collection of tax on rental income if you are a landlord who is resident overseas for a period of more than six months in any tax year, or you subsequently move abroad. If you fall into this category it is your responsibility to obtain a tax approval number from HMRC. The relevant form and guidance notes can be downloaded from [www.hmrc.gov.uk/cnr/nr\\_landlords.htm](http://www.hmrc.gov.uk/cnr/nr_landlords.htm). Until that approval number is given to us by the HMRC we are legally obliged to deduct tax from your rental income at the prevailing rate, which is currently 20%. This money is forwarded to HMRC on a quarterly basis. For any period during which we deduct tax from your lettings income due to you not providing us with an Approval Number or you are not being accepted into the Non Resident Landlord Scheme we shall make an administration charge as shown in Schedule 1. If the Tenant pays you direct, you are non-resident in this country and he has not received approval from HMRC to pay the Rent gross he must deduct tax and forward that to HMRC on your behalf. No person or organisation is exempt from this scheme.

### **Rent Arrears or Breach of Covenant**

7. It is your responsibility to take all necessary steps to ensure that actions are taken to protect your interests, including instructing solicitors and commencing legal proceedings to preserve your rights and recover arrears of Rent and to defend all actions or other legal proceedings and arbitrations that may be brought against you in connection with the Premises. All costs and disbursements incurred including legal costs and disbursements will be payable by you.

Landlord's Undertakings cont...

**Reimbursement of the Agent**

8. You will keep us reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by us from and during the time that we are or were acting on your behalf unless it is due to our negligence or breach of contract. For the avoidance of any doubt we reserve the right to have work carried out on your behalf and to charge you for that work to ensure that you fulfil your contractual and statutory obligations as a landlord. If any Notice is served on the Agent under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring the Agent to carry out any work, repairs or maintenance of the Premises the Landlord will reimburse the Agent promptly on demand for all costs expenses and fees incurred.

**Sub-Contractors**

9. Any other party, including but not limited to, external inventory clerks, gas, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who we instruct will be instructed on your behalf. This means that you are the contacting party and that you have the primary liability for the payment of that sub-contractor's invoices, fees, charges or other expenses and that they, and not we, owe you a liability for the quality of their work.

**Housing Act 2004**

10. Due to this Act certain types of Premises may require a licence before they can be let. These properties are primarily Houses of Multiple Occupation ("HMOs") occupied by three or more people who are not related but, in certain areas, licences can be required for non-HMO property. It is your responsibility to determine whether you need a property licence and to obtain that licence. You agree to keep us fully indemnified against all losses, costs or damages we might incur, whether criminal or civil, due to your failure to obtain an adequate licence for the letting of your Premises. If we become aware that the Premises is let in a manner which requires a licence and you refuse to obtain one we reserve the right to terminate our instruction immediately and to inform any Occupiers of the Premises and the Local Housing Authority of the situation.

Also as part of the Housing Act 2004 private dwellings must comply with the Housing Health and Safety Rating System ("HHSRS") which is a means of measuring hazards and risk of injury at the Premises. This system applies to all properties but is most commonly applied to tenanted property. The responsibility for ensuring the Premises comply is entirely yours. If we accept an instruction to let the Premises and subsequently an order is served to comply with the HHSRS or if we incur any costs for compliance due to an order being served upon us you agree to reimburse us within fourteen days of written demand or by way of deduction from monies paid to us by the Occupier or from any other property owned by you where we collect or hold sums on your behalf.

**Indemnity**

11. If you ask us to do anything which we consider to involve a higher risk to us or to you or which is outside our normal procedure we may ask you for an written agreement to indemnify us against any loss, damage or other costs which we might incur as a result of following your instructions. If you refuse to provide this to us then we reserve the right to refuse your instructions and to terminate this agreement.

**Deposit Protection**

12. If you are holding the Deposit, whether we received it from the Tenant or not, it will be your responsibility to ensure continued protection from time to time during the tenancy. When a tenancy is renewed, or a statutory periodic tenancy arises at the end of the initial fixed term, it will be your responsibility to re-serve the Prescribed Information on the Tenant and any Relevant Person unless you specifically ask us in writing to do so. You agree that you will indemnify us for any losses that we suffer as a result of you failing to keep the Deposit properly protected and the Prescribed Information served.

**Garden/Outside Space**

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

**Statutory Compliance and Safety Regulations**

1. **The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993**  
It is a criminal offence to let Premises with upholstered furniture or soft furnishings containing foams that cannot be proven to comply with the above Regulations. By signing this Agreement you give us authority to remove any item that does not have a fire label attached to it. The Regulations require that specified items must be must be match resistant, cigarette resistant and carry a permanent label.
2. **Electrical Equipment (Safety) Regulations 1994**  
You are responsible for providing instruction books for all items of electrical equipment and for ensuring that all electrical appliances within the Premises comply with the above Regulations. You should also ensure that all electrical installations are safe and have them checked regularly. If we need to arrange for a safety check under these Regulations there will be an administration charge as shown in Schedule 1 in addition to the cost of the safety check itself.
3. **The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**  
The regulations apply to private landlords for all new specified tenancies from 1 July 2020 and all existing tenancies from 1 April 2021 providing compliance with BS 7671:2018. Regulation 3(1)(b) of the Electrical Safety Regulations 2020 states that every electrical installation in the residential premises is to be inspected and tested at regular intervals (generally every 5 years). The landlord must supply a copy of the EICR report to each existing tenant within 28 days of the inspection (or prior to the tenancy commencing). Part 4 of the Electrical Safety Regulations 2020 sets out the requirements for 'urgent remedial action'. This is defined as '*action identified in a report under regulation 3(3) as is immediately necessary in order to remove the danger present and risk of injury.*' If an item is discovered that is immediately dangerous, a classification code C1 should be issued. Part 3 of the Electrical Safety Regulations 2020 sets out the requirements for remedial action, which is generally required for observations that have been attributed a C2 classification code. A C2 code means potentially dangerous and urgent action is required. Items with a C2 code are required to be rectified within 28 days
4. **Gas Safety (Installation and Use) Regulations 1998**  
It is a criminal offence to let Premises with gas appliances, installations and pipe-work that have not been checked by a Gas Safe Registered Engineer. You will need to provide us with a copy of a Gas Safety Certificate (GSC) carried out no more than twelve months previously. If this GSC is not sent to us when you return this Agreement you give us authority to arrange for a gas safety check. The GSC will need to be renewed at twelve monthly intervals. If we are managing the Premises we will arrange for a new GSC automatically at your expense if you do not provide us with a new one at least 5 working days before the existing one expires. If we arrange for a GSC there will be an administration charge as shown in Schedule 1 in addition to the cost of the GSC. We need to give your Tenant documentary proof of your compliance with these Regulations at the commencement of the Tenancy and within twenty-eight days of the GSC being renewed. If you use your own contractor we will need proof of their Gas Safe registration. No Tenancy can commence until we are in receipt of a valid GSC. If we are not managing the Premises it is the legal responsibility of the Landlord to arrange for the gas safety check and for a copy of the Gas Safety Certificate being given to the Tenant annually. We have no liability if the Landlord fails to comply with the Regulations. Gas Safe now recommends that a carbon monoxide detector is installed in all properties.
5. **Part "P" Building Regulations (Electrical Safety in Dwellings)**  
From January 1 2005 the above Regulations came into force requiring qualified personnel to carry out certain electrical work at premises. To ensure compliance with the Regulations we will only use a competent person to carry out any electrical work at the Premises. If the Landlord wishes to use his own contractor we will need written proof that he is currently registered with an approved self-certification scheme before issuing instructions. In the absence of such proof we will instruct our own contractor if managing the Premises.
6. **Smoke Alarms and Carbon Monoxide Alarms**  
Under current legislation being the Building Regulations 1991 it is the law that all newly built premises from June 1992 must have mains fitted smoke alarms with battery back up. During any period beginning on or after 1st October 2015 while the premises are occupied under a tenancy (or licence) the landlord must ensure that a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation. Additionally, landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning, solid fuel. This would include log and coal burning stoves and open fires, even if they are not normally in use, but does not include gas and oil boilers. If an open fireplace is purely decorative and not useable then it is not covered by the regulations. The landlord is specifically required to carry out a check to ensure that smoke alarms or carbon monoxide alarms installed to comply with the Regulations are in proper working order on the day a tenancy begins where it is a new tenancy
7. **Energy Performance Certificate ("EPC")**  
All properties going on the market for letting must have an EPC. A copy must be given to the Tenant with written details or prior to the first viewing. The Landlord must provide us with an EPC when first giving instructions. The Premises cannot be marketed without an EPC as the first page must be provided to the applicant with written instructions. A fixed penalty for every property marketed without an EPC may be imposed by the Trading Standards Officer. We can arrange an EPC subject to the charge shown in Additional Services as well as the cost of the EPC.

**Legionnaires' Disease**

8. In order to comply with the Health and Safety Executive's Code of Practice landlords are strongly advised to carry out a risk assessment at their premises prior to letting especially if there are open water tanks, cooling systems or a swimming pool. We request that a copy of any written risk assessment is provided upon instruction. By signing these Terms of Business the Landlord acknowledges their responsibility for the safety of the tenant at the Premises and confirms they have considered all risks regarding Legionnaires Disease.

**Right to Rent**

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

**10. Coronavirus Act 2020 Schedule 29.7 & 29.8**

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

Letting Only Information

**Where you have instructed the Agent to let the property. The following conditions apply:-**

1. We will discuss current market conditions and agree with you a rent to be quoted to prospective tenants of the property; other matters will be discussed such as furnishing and related matters.
2. Unless otherwise agreed, the rent quoted to a tenant by us on your behalf must be inclusive of all outgoings for which you are responsible (i.e. ground rent, service charge etc).
3. Arrange for prospective tenants to be accompanied by a representative of *Holland Properties Limited* to view the property unless instructed otherwise.
4. We will present you with all offers and negotiate the terms of the Tenancy on your behalf. We will submit details of prospective tenants for the property, whose offer has been accepted in principle, to a specialist referencing company in order to obtain a tenant assessment report. The outcome will be disclosed to you and, where required, a suitable guarantor will be sought and assessed accordingly.
5. Once an offer is accepted whether verbally or in writing we shall immediately commence preparation of all necessary documentation and collect from the Tenant a holding deposit and referencing fee. Should the Landlord withdraw from the agreed let, Holland Properties reserves the right to charge reasonable costs incurred but not exceeding £600 (inc vat).
6. Where practical we will endeavour to notify service companies (gas, electricity, telephone, council tax, water where applicable etc) of a user change at the commencement and termination of a tenancy providing you have furnished us with details of the companies concerned, without liability on our part. We inform Tenants that they are responsible for contacting utility companies to set up their own accounts as occupier and that utility companies will only accept such instructions from the new account holder.
7. The Agent will obtain from the Tenant five weeks rent as a deposit (unless agreed as less with the landlord) and one calendar month's rent in advance prior to occupancy, thereafter where possible the monthly rent is paid by Standing Order, prepared by the Agent, direct from the Tenant's bank account to the Landlords unless under full management service. We cannot accept liability should the tenants fail to set up, cancel or fail to maintain the standing order.
8. Before the end of the Tenancy, Holland Properties will endeavour to contact both Landlord & Tenant to determine whether the Tenancy is to be extended or renewed for a further term.
9. In the event that the tenant renews, extends, holds-over and/or enters into a new agreement for which rental income is received, commission becomes payable to Holland Properties Ltd. Our commission will be charged as that detailed within the Tariff of Fees section unless agreed otherwise in writing before the commencement of the extension or renewal. In the event that the property is agreed to an extension, we will sign the necessary documents on the landlord's behalf.
10. You are responsible for paying our Commission at the rate agreed on the commission page of this agreement when any person, company or other organisation enters into a binding contract for the occupation of the Premises where they do so as a result of:
  - a. a viewing conducted by us;
  - b. sight of any marketing or advertising material produced by us or by our instructions;
  - c. by way of an introduction from an existing occupier for which we have previously charged a commission; or
  - d. through the work of yourself or any other agent where this occurs during our period of sole agency;
  - e. through the work of yourself where this occurs during our period of multiple agency.

This Commission remains due and payable in relation to any extension, renewal or continuation of the occupancy contract whether or not we are the effective cause of the said extension, renewal or continuation and for the period of time any such party or their assignees, subtenants or successors in title continue to reside in the Premises. Our Commission is payable whether or not we are the effective cause of the transaction. **You should note that this may involve you paying Commission to two agents if you instruct another agent to find an occupier for your Premises during the period that we are instructed on a sole agency basis.**

11. The Renewal Commission fee is due in full on the commencement of each Renewal taking place.
12. If the Tenant serves notice to Holland Properties, the lettings department will contact you to discuss remarketing. Should the Tenant give notice prior to the expiry of the Tenancy Agreement or extension, Holland Properties will refund to you on a pro-rata basis any commission due or offset the amount owed for the commission due on a new let subject to our minimum charge.
13. If the Landlord sells the property with the benefit of the Tenancy negotiated by us then we will remain entitled to our full fees and no refund will be due. It is recommended that the Landlord seeks any reimbursement of fees relating to the remainder of the tenancy after legal completion directly from the buyer.

Letting Only Information cont...

14. Should the Landlord take possession of the property prior to the expiry of the Tenancy Agreement no refund of fees will be due.
15. All extension and renewal fees as detailed in this agreement must be paid within 14 days of commencement of any such period of extension or renewal. Holland Properties Ltd reserves the right to charge reasonable administration fees for pursuing outstanding fees. In addition, the Landlord will be liable for the costs incurred for any legal action required to recover outstanding fees.
16. Advise that if you use the Letting Only Service it will be your responsibility to arrange repairs and to provide the Tenant with copies of all instruction books, guarantees and maintenance contracts. If you fail to do so you may incur additional costs and the Tenant may be entitled to compensation. We do not arrange repairs if we do not manage the Premises however should you request us to do so this will be subject to charges as stated in our Tariff of Fees.
17. Wherever possible we will pay to you the balance of the advance rental payment together with the security deposit, net of all fees, additional charges and disbursements, within 14 working days from the date of the commencement of the tenancy. Payments made by credit or debit card can take longer at certain times of year.
18. You should endeavour to obtain a forwarding address from the Tenant at the end of the Tenancy if we do not manage the Premises to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord as from October 2011 if no forwarding address is provided. We cannot be held liable if we do not manage the Premises; the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
19. Where we are requested to serve the appropriate notice at the end of a fixed term tenancy or to terminate a periodic tenancy we will do so at the cost stated in our Tariff of fees.

**Full Management Information**

**Where you have instructed the agent to manage the property: The following conditions apply in addition to the service described in Letting Only Information**

1. We will notify you of every occasion where any sum due by way of rent or other charge remains outstanding for more than 21 days. Rent collection does not imply debt collection, though every effort other than legal action is taken to obtain any monies owed. Our service does not include debt collection and the Landlord must instruct a solicitor to commence possession proceedings at their own expense. Holland Properties is able to provide details of solicitors specialising in Landlord/Tenant law and provide every assistance that we are able to resolve such issues
2. If instructed, *Holland Properties Limited* will discharge the following liabilities in respect of the property and pay the sums in question on receipt of demand (but only to the extent that they are in funds to do so from rent collected or from any float agreed) namely ground rent, service charges, standing charges during void periods and any other outgoings that you are request are paid. It is understood and agreed that we are entitled to accept and pay demands and accounts that appear to be in order. Holland Properties can only settle these accounts if you have arranged for them to be sent directly to us. Although we will do our best to query any obvious discrepancies, we are entitled to accept and pay, without question, demands and accounts that appear to be in order. In particular, we cannot accept responsibility for the verification of any service or maintenance charge demands or estimates where applicable. We have no liability for any discrepancy in any invoices paid on your behalf to or any dispute with any third parties unless the loss is due to our negligence or breach of contract. It is the responsibility of the Landlord to ensure that invoices and demands are sent direct to us.
3. Except in the case of emergency, and where Holland Properties considers it necessary to protect your interests, we will notify you of any works of repair or maintenance required which are estimated to cost more than £300 unless instructed otherwise in writing. The Landlord is obliged under the terms of the tenancy agreement to ensure all necessary repairs are carried out. In the event of an emergency (Including out of office hours) We will act accordingly to resolve the necessary work to avoid any damage to your property, with/without prior consent. Holland Properties is only obliged to undertake instructions if they are in funds to do so. Holland Properties use approved contractors whose quality of work and competitive pricing are known to us. Holland Properties exercises all due care and attention in selecting contractors however we cannot accept any liability for any loss damage resulting from the neglect or default of the contractor in question. Should you require us to use your own preferred contractors, we can only issue direct instructions if we have sight of necessary insurance policies and pertinent certificates which allow them to undertake the type of work for which they have been engaged.
4. Notify the electricity, gas, water and telephone companies and the local authority when the Tenant occupies your Premises provided you have supplied us with the contact details of your utility suppliers including the account numbers, and ask them to send a credit agreement and supply contract to the Tenant. You will need to pay any outstanding utility charges up to and including the date upon which the Tenant occupies the Premises and for any void period between tenancies. We will need to provide the utility suppliers with your new address and the meter readings at the commencement of the Tenancy to ensure that there are no discrepancies with the change over. Some suppliers will not take instructions from us in which case you must contact them direct to take the accounts out of your name.
5. Arrange for a Gas Safe engineer to check the gas appliances and installations and provide a Gas Safety Record ("GSR") if we have not received a copy of a current GSR five days before the Tenancy commences. The cost will be deducted from the initial payment of Rent. If we do not manage the Premises it is the legal responsibility of the Landlord to arrange all future gas checks. We have no liability if you fail to do so.
6. Serve Notice to end the Tenancy if requested in writing and you do not wish to renew or extend the Tenancy as shown under Renewals below. You must provide us with at least ten weeks written warning that you want to end the Tenancy either at the end of the fixed Term or according to a break clause. We cannot be held liable for any delay in getting possession if you provide insufficient time for service of the Notice
7. Holland Properties will make one planned visit to the property on an annual basis providing the tenant grants access. If the tenant refuses access Holland Properties will inform you. Further visits can be arranged at an additional cost of £30.00 (£25+vat) per inspection. Any visit can only indicate apparent and obvious defects, and will not be a structural survey of the property. Holland Properties cannot accept liability for hidden or latent defects. If you require Holland Properties to wait at the property or to accompany a contractor selected or instructed directly by you then a fee will be charged.
8. We will use our approved contractors to undertake all works required unless you have specifically advised us in writing of the details of any guarantees, service agreements or warranties which apply to the property or contents.
9. The Non UK Resident Landlords Scheme (NRL) requires UK letting agents to deduct Basic Rate tax from any rent they collect for non-resident landlords. Letting agents don't have to deduct tax if HM Revenue & Customs (HMRC) tells them not to. HMRC will tell an agent not to deduct tax if non-resident landlords have successfully applied for approval to receive rents with no tax deducted. Even though the rent may be paid with no tax deducted, it remains liable to UK tax. Non-resident landlords must include it in any tax return HMRC sends them. You will need our Agency Reference Number **922/NA030481** to complete your application and in order the HMRC can identify us. Holland Properties is not legally allowed to reclaim any tax overpaid under any circumstances. Further information and the appropriate application form, NRL1, NRL2 or NRL3 are available on request or may be downloaded from [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

Full Management Information cont...

10. You must provide one full set of keys for each signatory to the Tenancy Agreement and one full set for the Management Department. We can arrange to have additional sets cut at your expense. We operate a secure coded key system from which keys cannot be identified. Therefore if keys are lost or misplaced by us, we can only be held liable for the cost of a replacement set
11. Holland Properties requires a Professional Company to prepare an Inventory for all managed properties. The cost for both the check in and inventory at the start of the tenancy and the check-out at the end of the tenancy will be covered by the landlord. Failure to provide a professional independent inventory may affect any claim you may have in the event of dilapidations or damages and any Tenancy Deposit Scheme may automatically award any disputed amount to the tenant in the absence of any such schedule of condition. We strongly recommend that properties be professionally cleaned at the commencement of the tenancy with the provision of a relevant receipt or invoice should such evidence be required should a dispute arise at the end of a tenancy.
12. We will arrange for the Tenant to be checked out of the property by an independent, Professional Inventory Company and we will provide the Landlord with a report from which to establish reasonable deductions, if any, from the security deposit. We require that you confirm your instructions within 10 days of the end of the Tenancy otherwise you authorise us to assess such deductions on your behalf. We will negotiate and agree deductions with the Tenant and obtain any estimates which may be required. In all such negotiations, we are obliged to remain impartial and equitable. In the event that the parties cannot agree, we will refund to the Tenant the balance of the security deposit which is not in dispute and refer the matter to the Dispute Service.
13. Our Management service may be terminated by either the Landlord or Holland Properties by giving the other party two months written notice. Termination of our appointment shall not affect any rights or liabilities which have accrued before termination takes effect. Either party may withdraw instructions to manage the Premises upon giving written notice. however our fees for an equivalent Letting Service will remain payable as specified in the fees schedule
14. Endeavour to obtain a forwarding address to give to the water company to comply with the Flood and Water Management Act 2010 which makes payment of the final water account the liability of the Landlord if no forwarding address is provided. We cannot be held liable if the Tenant does not provide an address or gives an address that is not deemed acceptable by the water company.
15. Due to the Housing Act 2004 certain types of premises may require a licence before they can be let. It is the landlords responsibility to determine whether a property licence is required and to obtain and pay for that licence. The types of licencing can include local authority discretionary licencing, selective licencing, additional licencing and Houses in Multiple Occupation licencing. A valid notice seeking possession under Section 21 (form 6A) of the Housing Act 1988 cannot be served on a tenant if a licence is required but not obtained. Where we are requested to complete and submit a property licence application on behalf of the Landlord there will be a fee payable as detailed within our Tariff of fees.
16. If it is necessary to attend court on your behalf there will be a charge of £72 (inc VAT) per hour. ....

Deposits for all Tenancies

1. If a tenant pays a deposit in connection with an assured shorthold tenancy ("AST") the deposit must, from the moment it is received, be dealt with in accordance with a government-authorised tenancy deposit protection scheme.
2. The landlord must give the tenant and any Relevant Person 'prescribed information' about the deposit and comply with the initial requirements of an authorised scheme within the Statutory Time Limit.
3. We are a member of the Tenancy Deposit Scheme (TDS), which is a government-authorised tenancy deposit protection scheme, administered by:  
  
The Dispute Service Limited  
1 The Progression Centre  
42 Mark Road  
Hemel Hempstead  
HP2 7DW  
  
Phone: 0300 037 1000  
Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)  
Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)
4. If we receive an AST deposit on your behalf, we will serve the prescribed information and comply with the initial requirements of the Tenancy Deposit Scheme on your behalf, unless you give us prior written instructions to the contrary before we receive the deposit.
5. If you do not want us to protect the deposit on your behalf, it will be your responsibility to protect it as required by law. A valid notice seeking possession under s21 of the Housing Act 1988 cannot be served on a tenant whose deposit is not protected. **A tenant or any Relevant Person may apply through the courts for compensation of at least the amount of the deposit, and up to three times the deposit,** if the landlord (or someone acting on the landlord's behalf):
  - a) Fails to give prescribed information within the Statutory Time Limit; or
  - b) Fails to comply with the initial requirements of an authorised scheme within the Statutory Time limit; or
  - c) Notifies the tenant or Relevant Person that the deposit has been protected in a scheme, but the tenant or Relevant Person cannot obtain the scheme's confirmation that the deposit is protected.
6. If you do not give us written instructions that you want to make your own arrangements for deposit protection, we will hold deposits relating to your properties under the terms of the Tenancy Deposit Scheme. We must comply with the rules of the Scheme, and this means that we will not be able to act on your instructions with regard to the deposit if those instructions conflict with the Scheme rules.
7. The Scheme rules are available to view and download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com). A very important point for you to bear in mind is that we must hold the deposit as "stakeholder". This means that we can only pay money from the deposit if:
  - a) both landlord and tenant (and any Relevant Person) agree;  
or
  - b) the court orders us to do so;  
or
  - c) the Tenancy Deposit Scheme directs us to do so.
8. During the tenancy we will hold the deposit as stakeholder in our client account (separate from the money we use to run our business).
9. Interest earned on the deposit will belong to us to cover cost of administration.
10. If the Tenancy Deposit Scheme directs us to send the deposit to them, we must do that within 10 days of receiving their direction. The Scheme will not normally direct us to send them the deposit unless there is a dispute about how it is to be paid at the end of the tenancy.
11. Where there is NO dispute about the deposit at the end of the tenancy we will liaise with you to ascertain what (if any) deductions are proposed to be made from the deposit, or have already been agreed with the tenant. [We will help you to try and resolve any areas of dispute within a reasonable time obtaining quotations, estimates or arranging contractors on your behalf in accordance your instructions].
12. Once you and the tenant have agreed how the deposit should be allocated, we will ask you both to confirm your agreement in writing. We will then pay the deposit according to what you have agreed, within 10 days of receiving confirmation of agreement from you and the tenant(s). We cannot pay until we have the tenant's agreement. If you have joint tenants, all of them must agree.
13. Where there IS a dispute about the deposit at the end of the tenancy you must use reasonable efforts to reach a sensible resolution to the dispute as soon as practicable after the tenancy ends.

Deposits for all Tenancies cont...

14. A tenant can ask us to repay the deposit at any time after the tenancy has ended. You must agree to us releasing promptly any part of the deposit that does not need to be held back to cover breaches of the tenancy agreement. We will take your instructions at the time regarding the amount to be withheld.
15. If the tenant asks us to repay some or all of the deposit, and we do not do so within 10 days from and including the date of the tenant's request, the tenant can notify the Tenancy Deposit Scheme. The Scheme will then direct us to pay the disputed amount to the Scheme. We have 10 days, from and including the date we receive the Scheme's direction, to send in the money.
16. If we protect a deposit with the Scheme on your behalf, **you hereby authorise us to pay to the Scheme as much of the deposit as the Scheme requires us to send.** We will contact you to keep you informed, but we will not need to seek your further authority to send the money to the Scheme.
17. The Tenancy Deposit Scheme will review the tenant's claim and decide whether it is suitable for independent alternative dispute resolution. Usually, this will take the form of adjudication, but it may involve assisted negotiation or mediation. "Alternative" in this context means an alternative to court proceedings. It is intended to be a faster and more cost-effective way of resolving disputes. The Scheme does not make a charge to landlords or tenants for using the alternative dispute resolution service if it relates to an AST.
18. If the tenant's claim is referred for alternative dispute resolution, we and you will be invited to accept or contest the claim. You must notify the Scheme whether you agree to submit the dispute for alternative dispute resolution within 10 Working Days from (but not including) the date of the Scheme's communication to you. **If you do not respond to the Scheme by the deadline, you will be treated as having given your consent to alternative dispute resolution.**
19. Agents and landlords are permitted to refer a dispute about a deposit to the Tenancy Deposit Scheme. If you or we refer a deposit dispute to the Scheme, the Scheme will contact the tenant to confirm whether the tenant will agree to alternative dispute resolution. If there are joint tenants, all the joint tenants must agree. A tenant who does not reply to the Scheme is NOT deemed to consent to alternative dispute resolution. **If the tenant (or all joint tenants) do not agree to alternative dispute resolution, and do not agree to the deposit deduction(s) you claim, you will need to begin court proceedings if you wish to pursue your claim.**
20. If the parties agree to adjudication, the adjudicator's decision is final and there is no right of appeal. Further information about adjudication is available free to download from [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).
21. The Tenancy Deposit Scheme will pay the disputed amount to the person(s) entitled within 10 days beginning on the date the Scheme receives notice of:
  - (a) The adjudicator's decision  
or
  - (b) an order from the court that has become final  
or
  - (c) An agreement being reached between you and the tenant(s).
22. If you order any work to be done at the property before a dispute has been resolved, you do so at your own risk. There is no guarantee, if you incur expense, that a dispute will ultimately be resolved in your favour.
23. When you agree to use our services, you agree that we may use information you give us, including information about yourself, for the purposes of performing our obligations to you.
24. You agree that we may supply such information as is reasonably required to the Scheme. You agree that the Scheme, or the government department responsible for the Scheme, may contact you from time to time to ask you to participate in surveys. If at any time you do not wish to contact you for that purpose, you should write to the Scheme as explained in the Scheme Leaflet (see [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)).
25. When you agree to use our services, you guarantee that all the information you provide to us is complete and correct to the best of your knowledge and belief. You agree to inform us immediately if it comes to your attention that any information was incorrect.
26. If we suffer any loss or incur any cost because information you have given us is or was incomplete and/or incorrect, you agree to pay us the amount necessary to put us in the position we would have been in if the information had been complete and correct. This clause does not relieve us of our own obligation to use reasonable skill and care in providing our services to you, or to take reasonable steps to keep our losses and costs to a minimum once we realise that there is a problem.
27. Where the tenancy is not an AST the deposit does not have to be protected by law. However, the Tenancy Deposit Scheme will make its independent alternative dispute resolution service available to you as our client, because we are a member of the Scheme.

Deposits for all Tenancies Cont...

28. If a dispute arises for a non-AST, you, we or the tenant will contact the Scheme. Then:
- a) The Scheme will propose what they consider to be the most effective way of resolving the dispute (assisted negotiation, mediation, adjudication or arbitration);
  - b) you, we and the tenants must consent in writing to the proposed method if we all want to proceed (if we don't, the options are to negotiate or litigate);
  - c) The parties will have to pay a fee of £500 + VAT (or such other minimum fee as the Scheme may set from time to time) or 10% of the deposit plus VAT, whichever is the larger amount.
29. The Scheme will not start the dispute resolution process until all parties have agreed in writing to use the Scheme and paid the applicable fee and the disputed deposit to the Scheme.
30. If the deposit relates to an AST and you decide to hold the deposit yourself, you must tell us before the tenancy agreement is signed. We will arrange with the tenant to transfer the deposit directly to you before the tenancy commences.. By law you must then register the deposit with an authorised tenancy deposit protection scheme within 30 days of receiving it. You must also give the tenant(s) and any Relevant Person 'prescribed information' about the deposit and the "What is the Deposit Scheme" leaflet. If you do not do both these things within 30 days of us receiving the deposit, the tenant or any Relevant Person can take legal action against you. The court can make an order stating that you must pay the deposit back to the tenant, or lodge it with the custodial scheme run by the Deposit Protection Service. The Court can then also order you to pay compensation to the tenant of between one and three times the amount of the deposit.
31. By law, you may not serve a notice seeking possession under section 21 of the Housing Act 1988 notice until you have served the prescribed information and documentation. If you have not complied with the initial requirements of an authorised tenancy deposit protection scheme, you cannot serve a s21 notice until you have returned the deposit (or the agreed balance of it) to the tenant or court proceedings relating to the return of the deposit have been disposed of.
32. If you instruct us that you do not want us to protect an AST deposit, we shall not be liable to you for any loss suffered or cost incurred if you fail to comply with your obligations to protect the deposit and give prescribed information. You must pay us for any loss or inconvenience suffered or cost incurred by us if you fail to comply with those obligations. This clause will not apply if the reason for your failure is because we failed to send you the deposit within 20 days of receiving it.
33. If there is more than one landlord, any of you will be able to participate in alternative dispute resolution. TDS does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. If you want all decisions to be made jointly, this is something that should be agreed between the landlords. It will then be a matter for the landlords to resolve among themselves if one or more of them have not complied with that agreement.
34. Holland Properties Ltd are a member of the Property Ombudsman Scheme and comply with the TPO code of practice (details of the TPO code of practice can be obtained by visiting [http://www.tpos.co.uk/code\\_of\\_practice\\_rents.htm](http://www.tpos.co.uk/code_of_practice_rents.htm))

**Tariff of Fees...** (All fees inclusive of VAT unless otherwise stated)

Landlords Fees

	Services	Fees	Notes
1.	Let Only	12% (10% plus VAT)	The fee is deducted in a single instalment from the initial rent/s paid by the tenant, and is calculated as a percentage of the gross rent payable for the duration of the initial tenancy term..
2.	Letting & Property Management	18% (15% plus VAT)	The fee is calculated as a percentage of the gross rent payable, and is deducted from rents remitted to the landlord for the duration of the tenancy term
3.	Renewal for Let Only (Years 2 & 3)	10.8% (9% plus VAT)	The fee is charged as a single instalment upon the commencement of any agreed renewal of the original tenancy, and is calculated as a percentage of the percentage of gross rent payable during the renewal period.

Costs Before Tenancy Starts

	Services	Landlord Cost	Included in Property Management
4.	Tenancy Preparation Fee	£240 for contract negotiation (This includes the cost of references for up to 2 applicants amending and agreeing terms and arranging the tenancy and associated paperwork. This also includes Anti-Money Laundering checks and Client Money Protection as well as service of relevant paperwork & documents to the Tenants.	
5.	Referencing Fees	£36 Additional fee per person for additional tenants or guarantors if required	
6.	TDS Registration Fee	£42 with Management Service £108 with Let Only Service Charged <b>per annum</b> for registering and handling TDS deposit monies.	
7.	Freeholder Consent to Let	£60 arrangement fee. This fee is in addition to any fees due to the freeholder.	
8.	Energy Performance Certificate (EPC)	£36 arrangement fee. This fee is in addition to the cost of the certificate being carried out.	✓
9..	Gas Safety certificate	£36 arrangement fee. This fee is in addition to the cost of the certificate being carried out.	✓
10.	Portable Appliance Test and/or Periodic Inspection	£36 arrangement fee. This fee is in addition to the cost of the test/s being carried out.	✓
11.	Legionella Risk Assessment	£36 arrangement fee. This fee is in addition to the cost of the risk assessment being carried out.	✓
12.	Inventory Cost	£36 arrangement fee. This fee is in addition to the cost the independent inventory clerk charges which will be dependent on the size and content of the property.	✓
13.	Professional Clean	£36 arrangement fee. This fee is in addition to the cost the professional cleaning company charges which will be dependent on the size and content of the property.	✓
14.	Selective Licensing Schemes	£200 arrangement fee. This fee is in addition to any fee from the relevant London Borough.	
15.	HMO Licensing Schemes	£200 arrangement fee. This fee is in addition to any fee from the relevant London borough.	

### Costs During the Tenancy

	Services	Landlord Cost	Property Management
16.	Amendment to tenancy agreement due to landlord	£96 for contract negotiation, amending terms and updating the tenancy agreement during the tenancy.	
17.	Renewal paperwork fee	£120 for contract negotiation (amending and agreeing terms) and associated paperwork.	
18.	Property Inspection	£25 for an inspection of the property to be carried out.	Includes an annual visit. ✓
19.	Major Works (over and above day to day repair works and in excess of £1200)	10% of the gross cost of the works. We will obtain competitive quotes, upon completion and provide a written report with photos.	✓
20.	Court, Tribunal and Arbitration Appearance	£120 per hour attending a court hearing, tribunal or arbitration or for protracted correspondence on the landlord's behalf.	50% Reduction ✓
21.	Insurance Claims	10% of the gross cost of the works in relation to an insurance claim. We will obtain competitive quotes, inspect the works upon completion and provide a written report with photos.	✓
22.	Statements	£6 if the landlord requires additional copies of statements. The fee is charged for each statement requested.	✓
23.	Income and Expenditure Report	£60 for producing a report of the landlord's property income and Expenditure which can be used when preparing their tax return.	✓
24.	Tax Submission	£30 if the landlord resides overseas and requires us to retain tax from their rental income to submit to Her Majesty's Revenue and Customs (HMRC) each quarter on their behalf.	✓
25.	Annual Tax Certificate	£60 if the landlords resides overseas and requires us to retain tax from their rental income to submit to HMRC on their behalf. JLL will provide the landlord with an annual tax payment certificate which can be used to claim a refund of tax from HMRC should one be due.	✓
26.	Waiting at the Property	£25 per 30mins for waiting at the property to meet a third party eg remortgage valuations, service engineer under Landlords policy...	
27.	CHAPS/ Faster Payments	£30 for the transfer of funds to the landlord by CHAPS or Faster Payments the cost of the bank transfer. It is also charged if the landlord request Overseas payments.	
28.	Management Enquiries	£100 per hour for providing answers to any preliminary enquiries regarding the landlord's property on their behalf for any purpose including that of a sale, lease extension etc.	

### Costs at the end of the Tenancy

	Services	Landlord Cost	Property Management
29.	Serving Notice	£80 for serving notice on the tenant to terminate the tenancy, including a notice to quit and notice under section 21 of the Housing Act 1988.	✓
30.	Inventory Check Out Costs	£60 arrangement fee. This fee is in addition to the cost the independent charges which will be dependent on the size and content of the property.	✓
31.	Deposit Release	£100 per hour for liaising between the landlord and the tenant to agree release and for us to prepare a submission to The Dispute Service on behalf in the event of a deposit dispute. This is a £200 minimum charge.	✓

**Property Information Form**

**Rental Property Address:**

**Postcode**

--	--

**Is the property?**

Freehold <input type="checkbox"/>	Share of Freehold (S.O.F) <input type="checkbox"/>	Leasehold <input type="checkbox"/>
-----------------------------------	--	------------------------------------

**Block Managing Agent** (for leasehold & S.O.F properties only)

Name	Phone	Email

**Freeholder** (for leasehold & S.O.F properties only)

Name	Phone	Email

**Do you require Holland Properties to settle Service Charge & Ground Rent Accounts from the rental income?** (managed properties only)

Yes

No

If **Yes** please provide confirmation in writing of request to Superior Landlord and Managing Agent to transfer correspondence address to c/o Holland Properties, 429 Westferry Road London E14 3AN.

**Porter/concierge** (if applicable)

Name	Phone	Email

**Utility Suppliers**

Utility Suppliers	Name of provider	Location of meter
Electric		
Gas		
Water		
Council Tax		

**Boiler/Appliance etc Service Care Agreements** (Please confirm policy details below & provide copy of agreements)


**Parking Space**

**Door Entry Fob/Code**

**Alarm system**

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If Yes confirm details ie Bay No, fob, permit ..	
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If Yes confirm code or if Fob is required	
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If Yes please provide code & system details/cover	

**Landlord Information Form**

**Rental Property Address:**

**Postcode**

--	--

**Details of owners/ joint owners**

Salutation (e.g Mr, Mrs, Miss, Ms, Dr):	
First Name:	
Surname:	
Address:	
	(Postcode)
Telephone 1:	
Telephone 2:	
Email:	

Salutation (e.g Mr, Mrs, Miss, Ms, Dr):	
First Name:	
Surname:	
Address:	
	(Postcode)
Telephone 1:	
Telephone 2:	
Email:	

**Tax**

Non Resident Landlord:    Yes <input type="checkbox"/> No <input type="checkbox"/>	
If <b>Yes</b> confirm Exemption Number:	

Non Resident Landlord:    Yes <input type="checkbox"/> No <input type="checkbox"/>	
If <b>Yes</b> confirm Exemption Number:	

**Holland Properties Ltd are legally bound to deduct tax for HM Revenue & Customs for overseas landlords until a relevant Overseas Landlord Number is provided to us.**

**Bank Details**

Bank Name:	Account Name:
Account Number:	Sort Code:

**For overseas accounts only:**

Bank Address:	Bank Postcode:
IBAN:	SWIFT:

**Commission, Fees & Charges**

**Services & Fees**

<p><b><u>Let Only Service</u></b>  <b>Payable in advance for 12 months</b></p> <p>Initial 12 month term – 12% (10% +vat)                  Renewal year 1 – 10.8% (9% +vat)                  Renewal year 2 – 10.8% (9% +vat)</p> <p><i>Tick and sign to confirm</i></p> <p style="text-align: center;"><input type="checkbox"/> _____</p>
---

<p><b><u>Full Management Service</u></b>  <b>Payable monthly</b></p> <p>18.00% (15% + vat)</p> <p><i>Tick and sign to confirm</i></p> <p style="text-align: center;"><input type="checkbox"/> _____</p>
---

**Right to cancel**

If you are a consumer client and this contract was not agreed within one of our branches 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 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 *Holland Properties Ltd 429 Westferry Road, London, E14 3AN* or emailing us at [info@hollandproperties.co.uk](mailto:info@hollandproperties.co.uk).

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. Under the Regulations Holland Properties Ltd cannot begin providing you with the service under these terms unless you have requested that Holland Properties begin the service in writing. **By signing this agreement you agree that you request us to begin the performance of services set out in these terms of business during the cancellation period. If you request to begin the performance of services during the cancellation period, and subsequently you exercise your right to cancel you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.**

**Client Declaration**

I/We have read and agree to be bound by the entire contents of this Agreement detailed on pages 2-16 inclusive and verify that all furniture, equipment, gas, electrical or otherwise complies with current legislation and that I/We have notified Holland Properties Ltd of any information relating to the Property that might affect whether a prospective tenant would choose to view the Property or enter into a tenancy agreement. I/We hereby instruct Holland Properties Ltd to act on our behalf. I/We confirm that unless otherwise agreed in writing, the Terms & Conditions will also apply in respect of any future instructions that I/We may give to Holland Properties to market the property or any other property for rental.

Signed by Landlord/s	Print Name	Date

If the Landlord is more than one person then those person(s) signing this Agreement confirm that they have the authority to sign on behalf of all persons forming the Landlord and will be jointly and severally liable for commissions and fees charged by Holland Properties Ltd

