

**Lettings Terms and Conditions, Fees and Charges:**

**Property Address:**

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**Landlord's Correspondence Address (UK):**

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**Name(s) of Landlord(s):**

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**Landlord's Correspondence Address (Overseas):**

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**Account Details:**

**Bank:**

**Branch:**

**Account No:**

**Sort Code:**

**Account Name:**

**Please circle which option applies to you:**

**If you are a resident overseas, have you applied to HMRC for approval to receive rental income gross of tax?**

Yes / No

**Please circle which option applies to you:**

**While One Heritage London is letting your property where will you be residing?**

UK / Overseas

One Heritage London is legally obliged to file a tax return stating the names, addresses, income and expenditure of our clients. If you are resident overseas and have not applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents, you will need to complete the appropriate form (NRL1, NRL2 or NRL3) quoting One Heritage Letting Agent Number and our registered office address (Andrew Wrights Accountant, 10 Cliff Parade, Wakefield. WF1 2TA). The application should be completed online at [www.hmrc.gov.uk](http://www.hmrc.gov.uk).

I confirm that the above information is accurate. I also understand that I may have the right to cancel this agreement within 14 days of signing this contract. If you are a joint-owner of the property you hereby permit that you have ensured you are allowed to instruct us on behalf of all joint-owners.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**One Heritage London Fees:**

One Heritage London fees are displayed in detail in the agreement below and you are reminded to read the agreement very carefully. One Heritage London commission fees are displayed in clauses 1.0 and 2.0 below.

Beneath the Terms and Conditions you will be accountable to pay One Heritage London commission fees in respect of the original period of the tenancy and also in respect of periods after the end of that original period where the original tenant(s) introduced by One Heritage London continue in tenancy, whether under a new agreement or by the initial agreement being extended or the tenant(s) being permitted to renew. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in tenancy. Renewal Commission will be charged upfront and will only be payable for the first year of Renewals.

You will be liable to pay One Heritage London's Renewal Commission fees whether or not any Renewal is negotiated by One Heritage London; even if any Renewal is negotiated by another agent; and even if you do not require One Heritage London to perform any additional services over and above the introduction of a tenant.

After the original period of tenancy and one year of Renewals, One Heritage London's commission fees under this agreement will stop.

**Fee Menu:** Please tick the service you require.

Long Let Sole Agency: 10%

Long Let Multi Agent : 12%

Long Let + Management: 18%

Management: 6%

Short Let: 31.2%

Renewals for the first year (Fees will depend on how many properties you have with us)

1 property : 9%

2- 3 properties: 8%

4- 5 properties: 7%

6+ properties: 6%

Management Renewal: 5%

Tenancy Agreement Fee: £240

Deposit Registration £48

Anti-Money Laundering checks: £30

**Signed:**

**Date:**



	<b>Lettings</b>
<b>1.0</b>	<b>Commission</b>
1.1	If One Heritage London presents a tenant(s) who enters into a tenancy agreement to rent the landlord's property commission becomes payable to One Heritage London- Original Commission.
1.2	The Original Commission fee is payable upfront from the beginning of the tenancy.
1.3	The Original Commission fee is charged as a percentage of the total rental of the agreed fixed term. The Original Commission fees charged is explained on page 2 of this document.
1.4	The Original Commission fee is payable for any tenant(s) introduced to the property by One Heritage London, whether or not the tenancy is concluded by One Heritage London.
1.5	If the tenancy agreement is terminated in accordance with a break clause, One Heritage London will refund any commission already paid for the remaining period of the tenancy.
1.6	Where the tenancy is given up former to the end of the fixed tenancy, you will not be entitled to a refund from One Heritage London. One Heritage London will pursue to recuperate on your behalf from the tenant(s) a quantity equivalent to the commission paid by yourself for the amount of the tenancy that has not been completed. One Heritage London does not assure the recovery of these monies.
1.7	The Original Commission fee remains payable if the tenant(s) re-assign the Original Agreement during the agreed fixed tenancy, whether or not the new tenant(s) is presented by One Heritage London.
<b>2.0</b>	<b>Renewal Commission</b>
2.1	One Heritage will attempt to contact the landlord and tenant(s) two months before the end of the Original Agreement to convert a renewal of the tenancy.
2.2	If the tenant(s) renews or extends for any period from up to an additional year agreement, commission becomes payable to One Heritage London.
2.3	The Renewal Commission fee is payable on the commencement of the Renewal.
2.4	The Renewal Commission fee charged is explained on page 2.
2.5	If the tenancy agreement is terminated in accordance with a break clause of a renewed period, One Heritage London will refund any commission already paid for the remaining period of the tenancy.
2.6	Where the tenancy is given up former to the end of the renewed fixed tenancy, you will not be entitled to a refund from One Heritage London. One Heritage London will pursue to recuperate on your behalf from the tenant(s) a quantity equivalent to the commission paid by yourself for the amount of the tenancy that has not been completed. One Heritage London does not assure the recovery of these monies.
2.7	The Renewal Commission fee remains payable if the tenant(s) re-assign the Renewal Agreement during the agreed renewed fixed tenancy, whether or not the new tenant(s) is presented by One Heritage London.

**Signed:**

**Date:**

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<b>3.0</b>	<b>References</b>
3.1	One Heritage London will obtain references on potential tenant(s). One Heritage London have instructed HomeLet to carry out referencing of potential tenant(s) on behalf of our agency.
<b>4.0</b>	<b>Right to Rent</b>
4.1	The landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. If One Heritage London are releasing keys to tenant(s) we will take on the responsibility to check whether the tenant(s) have a Right to Rent. We will check that they have the Right to Rent before the start of a tenancy, before any renewal period and if a tenant(s) documentation is due to expire during the tenancy.
4.2	One Heritage London and the landlord shall notify the other as soon as practically possible if a tenant(s) cannot prove valid leave to remain in the UK and has to be reported to the Home Office.
<b>5.0</b>	<b>Deposit or Zero Deposit</b>
5.1	The deposit will be held by One Heritage London in accordance with the Housing Act 2004 and the requirements of the deposit protection scheme operated by Deposit Protection Service (DPS). One Heritage London's fee for registration under the scheme is £48. One Heritage London will take no accountability for the failure of a deposit being registered where held by the landlord(s) or another party.
5.2	If the Landlord(s), hold the deposit it will be compulsory to provide proof of the deposit registration certificate to One Heritage London. The certificate must be sent to One Heritage London before any deposit monies will be transferred to the Landlord(s).
5.3	Any interest earned on the deposit will be retained by One Heritage London.
5.4	One Heritage London uses Global Property Ventures t/a Zero Deposit ('Zero Deposit') to provide a Deposit replacement product (Zero Deposit Guarantee). Zero Deposit is registered by the FCA (reference number: 797026). Zero Deposit's privacy policy can be found at <a href="http://www.zerodeposit.com/privacy-notice.pdf">www.zerodeposit.com/privacy-notice.pdf</a> . Global Property Ventures is registered with the Information Commissioners Office under registration number ZA203306.
<b>6.0</b>	<b>Gas Safety</b>
6.1	It is the landlord's duty to ensure that all gas appliances and the fixed installation are kept in working order and checked for safety at minimum every 12 months by a Gas Safe Registered Engineer.
6.2	If One Heritage London is not given a valid gas safety certificate prior to the beginning of the tenancy period, we reserve the right to employ a Gas Safe registered engineer to inspect the gas appliances and installations. One Heritage London will also employ any works that need to be done to make sure that all gas appliances and installations are safe and a valid gas safety certificate is provided prior to the beginning of the tenancy period.
<b>7.0</b>	<b>Electrical Equipment</b>
7.1	It is the landlord's duty for ensuring that the electrical installation of all appliances inside the property are kept in working order and checked for safety by a proper registered engineer.
<b>8.0</b>	<b>The Smoke and Carbon Monoxide Alarm</b>
8.1	It is the landlord's duty to ensure from the beginning of the tenancy period a working smoke alarm is provided on every floor of the property, and a working carbon monoxide alarm is in every room with a solid fuel combustion appliance.
<b>9.0</b>	<b>Furniture and Furnishings of Property</b>
9.1	It is the landlord's duty to ensure that all furniture currently in the property or to be added into the property obeys with The Furniture and Furnishings Regulations 1988 and 1993 Regulations.
<b>10.0</b>	<b>Legionnaire's Disease</b>
10.1	It is the landlord's duty to carry out an assessment for Legionnaire's disease before the tenancy period and for continuing dealings during the tenancy.

<b>11.0</b>	<b>Energy Performance Certificate (EPC)</b>
11.1	All properties require a valid EPC with a minimum band of E rating. This certificate will remain valid for 10 years. It is a legal duty for a Landlord(s) to get a copy of the EPC to a tenant(s).
<b>12.0</b>	<b>Marketing</b>
12.1	You authorise One Heritage London to instruct a photographer to take pictures and floorplan of the property. This information will be used only for marketing and promotion of the letting of the property. You authorise One Heritage London to present the pictures and floorplan across all advertising channels for example; One Heritage London website, aggregator websites, all social media platforms and brochures.
<b>13.0</b>	<b>Disclaimer</b>
13.1	One Heritage London will carry out their job with reasonable expertise and care. We will not assure the appropriateness of tenants or vacant possession at the end of a tenancy period and will not be held liable for these proceedings.
<b>14.0</b>	<b>GDPR</b>
14.1	One Heritage London observes GDPR. Please refer to One Heritage privacy policy for all details of how we obtain and use your personal data. <a href="https://www.oneheritageletting.co.uk/">https://www.oneheritageletting.co.uk/</a>
<b>15.0</b>	<b>Anti-Money Laundering Regulations</b>
15.1	One Heritage London obeys the Money Laundering Regulations 2017. One Heritage London will ask for a copy of your proof of identity and a proof of address. We will need these documents before we are able to proceed with any letting or tenancy. One Heritage London will take a fee of £30 to complete the Anti-Money Laundering checks.

One Heritage London urges you to read the terms and conditions set out in this document carefully. If you need any changes to be made or One Heritage London has agreed any changes to what is set out in this agreement please make sure these are put in writing to you.

**Signed:**

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**Date:**

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**Notice of Cancellation**

You may have the right to cancel this agreement under the Consumer Contracts Regulations 2013 within 14 calendar days after the date upon which it was signed. Notice of cancellation **must be in writing** and should be delivered or sent by post to: -

**Postal Address: One Heritage London, Office F23, 2<sup>nd</sup> Floor, 110 Gloucester Avenue, London, NW1 8HX**

**Email Address: [enquirieslondon@oneheritageletting.co.uk](mailto:enquirieslondon@oneheritageletting.co.uk)**

Any notice of cancellation is considered served on the day that it is delivered, posted or sent to One Heritage London.

**Signed:**

**Date:**

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