

# Lettings Agreement

**BUTLER & STAG**

LONDON'S TRADITIONAL ESTATE AGENT

## LETTINGS : Terms of Business

Thank you for engaging Butler & Stag to act on your behalf in the rental of your Property. We require you to complete this document so the letting and/or the management of the Property can proceed. Through signing this agreement between the Landlord named below and Butler & Stag, you are committed to the commissions, fees and charges contained.

Property Address: \_\_\_\_\_

Landlord Names: \_\_\_\_\_

If the property is jointly owned, please state the names of all owners.

Correspondence Address: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email(s): \_\_\_\_\_

### BANK ACCOUNT DETAILS (FOR RENT TO BE CREDITED)

Bank \_\_\_\_\_ Branch \_\_\_\_\_  
Sort Code \_\_\_\_\_ Account No \_\_\_\_\_ Acc' Name \_\_\_\_\_

### Please tick as appropriate

I/We declare for the duration of the Tenancy Agreement I/We shall be:

Resident of the UK for tax purposes

Non resident in the UK for tax purposes

Is the property furnished? Yes  No

### FEE OPTIONS (Please tick)

Introduction & Tenancy Service  12% Incl VAT (10 plus VAT)

Rent Collection Service (inclusive of above service)  14.4% Incl VAT (12% plus VAT)

Comprehensive Property Management Service (inclusive of above services)  18% Inc VAT (15% plus VAT)

Short Term Let Service  24% Inc VAT (20% plus VAT)

### DOCUMENTS REQUIRED

ID : Driving License or Passport

PROOF OF ADDRESS : Bill dated within three months or proof of ownership

**SIGNED**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**PRINT**

\_\_\_\_\_

**SIGNED**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**PRINT**

\_\_\_\_\_

## PROPERTY INFORMATION (ONLY COMPLETE IF MANAGED)

Please provide us with a copy of your insurance policy/policies as soon as possible. If your property is leasehold, the building insurance may be included in your service charge. If this is not the case, please provide the relevant details below. Failure to inform your insurer that the Property is let could render the policy void.

Business Insurance Company	<input type="text"/>	Policy Number	<input type="text"/>
Telephone Number	<input type="text"/>	Renewal Date	<input type="text"/>

UTILITIES	TELEPHONE NO	ACCOUNT NO	LOCATION OF METER	CONNECTED? Y/N
Electricity				
Gas				
Water				
Telephone				
Broadband				
Cable TV				

### GUARANTEES

Please indicate below if there are any specific items under guarantee/warranty within the Property. If any of the items are not covered by guarantee/warranty and need repair or maintenance, we will call a relevant and reputable contractor.

APPLIANCE	MAKE + MODEL	TELEPHONE NO	POLICY/GUARANTEEE NO
Boiler			
Oven			
Dishwasher			
Freezer			
Fridge			
Microwave			
Washing Machine			
Tumble Dryer			
Shower			
Extractor			
Other (please specify)			

### PREFERRED CONTRACTORS

We will attempt to use the contractors you specify wherever possible. However, if we are unable to contact them and/or the situation is an emergency, we will call another relevant and reputable contractor.

PLUMBER	<input type="text"/>	TELEPHONE NO	<input type="text"/>
ELECTRICIAN	<input type="text"/>	TELEPHONE NO	<input type="text"/>
OTHER	<input type="text"/>	TELEPHONE NO	<input type="text"/>

### PLEASE NOTIFY US BELOW OF ANY OTHER INFORMATION RELATING TO YOUR PROPERTY WHICH MAY BE RELEVANT

---



---



---

## **Lettings Terms and Conditions of Business, Fees and Expenses**

### **1.0 Lettings Service & Rent Collection Service**

#### **1.1 Initial Commission**

1.1.1 In the event that Butler & Stag introduces a tenant who enters into an agreement to rent the landlord's property (the "Initial Agreement"), commission becomes payable to Butler & Stag ("Initial Commission"). See clause 3.4 regarding outstanding fees.

1.1.2 The Initial Commission fee is payable on the commencement of the tenancy.

1.1.3 The Initial Commission fee is charged as a percentage of the total rental value of the agreed term as specified in the tenancy agreement, subject to clause 1.1.5 below.

1.1.4 The Initial Commission fee is payable for any tenant introduced to the property by Butler & Stag, whether or not the tenancy is finalised by Butler & Stag.

1.1.5 If the tenancy agreement is terminated in accordance with a break clause, Butler & Stag will refund any commission already received for the remaining period of the tenancy. The commission will be refunded within 14 days of the tenant vacating the property.

1.1.6 If the tenant terminates the tenancy agreement prior to the end of the tenancy term and the tenant vacates the property, Butler & Stag will refund the commission for the remaining period of the tenancy to the landlord to the extent that this is not recoverable from the tenant's deposit.

1.1.7 The Initial Commission fee remains payable if the tenant assigns the Initial Agreement during the agreed term, whether or not the assignee is introduced by Butler & Stag.

#### **1.2 Renewal Commission**

1.2.1 Butler & Stag will endeavour to contact both the landlord and tenant before the end of the Initial Agreement to negotiate an extension of the tenancy, if so required.

1.2.2 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 Butler & Stag ("Renewal Commission"), subject to the cap set out in clause 1.2.3 below.

1.2.3 You will not be liable for Renewal Commissions relating to any period beyond the end of the second year from the expiry of the Initial Agreement.

1.2.4 The Renewal Commission fee is due and payable on the commencement of each Renewal taking place within two years from the expiry of the Initial Agreement.

1.2.5 Where a Renewal is for an agreed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed term, subject to the limit under clause 1.2.3 where applicable.

1.2.6 Where there is no agreed term for a Renewal, the Renewal Commission fee is charged as a percentage of the total rental value as if the Renewal would be for the same duration as the Initial Agreement, subject to the limit in clause 1.2.3 if applicable. See also clause 1.2.8 and 1.2.9 in respect of rebates once the tenant vacates the property.

1.2.7 The scale of Renewal Commission fees charged is as set out on page 2.

1.2.8 If the tenant vacates the property prior to the end of the period for which Renewal Commission has been paid in accordance with clauses 1.2.4 to

1.2.6 above, Butler & Stag will refund the commission for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.

1.2.9 If the tenant terminates the tenancy agreement prior to the end of a renewed period/term and the tenant vacates the property, Butler & Stag will refund the renewal commission for the unexpired period of the renewed term to the landlord to the extent that this is not recoverable from the tenant's deposit.

1.2.10 Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. Where there is more than one tenant, Renewal Commission will be payable in full where any or all of them remain in occupation.

1.2.11 Renewal Commission will be due whether or not the renewal, extension, hold-over or new agreement with the tenant is negotiated by Butler & Stag.

1.2.12 Renewal Commission remains payable if the tenant assigns the tenancy during the Renewal, whether or not the assignee is introduced by Butler & Stag.

1.2.13 Liability for Renewal Commission will come to an end once the property has been sold.

#### **1.3 Continuation Period**

1.3.1 We will endeavour to contact you prior to the end of the period set out in clauses 1.2.1 to 1.2.3 on page 3 to offer you the option of continuing Butler & Stag ' services after the expiry of the period in clause 1.2.3. You are under no obligation to take Butler & Stag ' services during the Continuation Period.

1.3.2 The charge for Butler & Stag ' services during the Continuation Period ("Continuation Fee") is charged at 6% + VAT (7.2% inc VAT) of the rent received by the landlord. If you require Butler & Stag ' Management Service, the Continuation Fee is charged at 10% + VAT (12% inc VAT) of the rent received by the landlord

1.3.3 We will deduct the Continuation Fee from the first rental payment of the Continuation Period and if the fee exceeds the first rental payment, the balance will be deducted from subsequent rental payment(s).

1.3.4 Continuation Fees are payable for as long as the original tenant (or any of the original tenants) remains in occupation until notice is given pursuant to clause 1.3.6 below. Continuation Fees also remain payable if the tenant assigns the tenancy during the Continuation Period.

1.3.5 If the tenant vacates the property prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Butler & Stag will refund the fee for the remaining period. The commission will be refunded within 14 days of the tenant vacating the property.

1.3.6 Our obligations during the Continuation Period can be terminated by either side giving one month's written notice, such notice not to take effect before the start of the Continuation Period. If such notice takes effect more than one month prior to the end of the period for which Continuation Fees have been paid in accordance with clauses 1.3.2 to 1.3.4 above, Butler & Stag will refund the fee for the remaining period. The commission will be refunded within 14 days after the termination is effective.

1.3.7 Upon receipt of a valid notice in accordance with 1.3.6 all of Butler & Stag ' obligations shall cease.

#### **1.4 Payment of Initial and Renewal Commission**

1.4.1 Where Butler & Stag collects the rent, we will deduct the commission fee on a monthly basis for the duration of the tenancy.

1.4.2 Where Butler & Stag does not collect the rent the commission must be paid in accordance with clause 1.1.2 and clause 1.2.4 on page 3.

#### **1.5 Tenancy agreement**

1.5.1 The charge to the landlord for a long let tenancy agreement is £360 inc VAT (unless fully managed). The charge to the landlord for a short let tenancy agreement is £250 inc VAT.

#### **1.6 Collection of rent**

1.6.1 Butler & Stag will collect rent in accordance with the terms of the tenancy agreement.

1.6.2 The landlord may direct Butler & Stag to stop collecting the rent by giving one month's notice in writing to Butler & Stag.

1.6.3 Where Butler & Stag collects the rent, if the rent has not been paid five days after it falls due, Butler & Stag will endeavour to notify the landlord at the earliest possible opportunity, and will attempt to obtain payment from the tenant by means of telephone calls and a series of written notices.

#### **1.7 Transfer of money to the landlord**

1.7.1 Once the tenancy has started and we are in receipt of cleared funds from the tenant, we aim to transfer any money due to you within three working days.

1.7.2 In some cases it may take up to ten working days to process the payment. If we exceed this, we will pay you interest (at the annual rate of 2% above the Bank of England's base rate) from the tenth day, until payment is made to you. We are not responsible for any bank charges that you incur as a result of delays in payment.

1.7.3 Where you provide us with UK bank details, we use the BACS system to make payments to your account and do not charge for this service. Where we are required to make payment by alternative methods (Telegraphic Transfer, CHAPS, or cheque) we will pass on any costs incurred in doing this to you.

#### **1.8 References**

1.8.1 Where the initial term of the letting is for a period of less than six months, Butler & Stag will take reasonable steps to attempt to verify the identity of potential tenants. Where the initial term of the letting is for a period six months or more, Butler & Stag will obtain references on prospective tenants.

#### **1.9 Right to Rent**

1.9.1 The Landlord is legally responsible for ensuring that all adult occupants of the property have valid leave to remain in the UK. Where Butler & Stag is responsible for the release of keys to the occupant(s) this responsibility is transferred to Butler & Stag. In such circumstances Butler & Stag will carry out the necessary checks to determine if all proposed adult occupant(s) have a Right to Rent i) before/upon commencement of a tenancy ii) before/upon any renewal and iii) before/upon expiry of the relevant occupant(s) leave to remain in the UK. In the event an adult occupant(s) does not have a Right to Rent, or their Right to Rent has expired, Butler & Stag will report them to the Home Office as soon as reasonably practicable. The landlord is responsible for any legal steps to repossess the property where the occupant(s) cannot demonstrate a valid Right to Rent.

1.9.2 Butler & Stag and the landlord shall each maintain a record of all Right to Rent documents and relevant expiry dates. Each party shall notify the other as soon as reasonably practicable in the

event an occupant(s) cannot demonstrate valid leave to remain in the UK and has to be reported to the Home Office.

#### 1.10 Agency

1.10.1 We will ask you for written confirmation of your instructions to proceed with a letting. Upon receipt of such confirmation, we will sign the tenancy agreement and exchange contracts on your behalf.

1.10.2 However, by instructing Butler & Stag as your agent, in circumstances where you have confirmed verbally that you wish to proceed with a letting, and for example we cannot obtain written confirmation or need to proceed quickly, you authorise Butler & Stag to sign any of the necessary documentation on your behalf.

#### 1.11 Electronic documentation

1.11.1 Contracts which have been signed electronically (whether by fax, email or website authentication) are binding and admissible in evidence. For convenience, we may ask you or any prospective tenants to sign documents electronically.

#### 1.12 Inventory and check-in

1.12.1 Where instructed, Butler & Stag will arrange for an independent contractor to draw up an inventory of your property's fixtures, fittings and contents, and compile a check-in report at the start of each tenancy. The cost of these will be the responsibility of the landlord.

1.12.2 Butler & Stag does not accept liability for losses resulting from any errors or omissions within any inventory, check-in or check-out documents that are produced by a third party.

#### 1.13 Check-out and Cleaning

1.13.1 Where instructed, we will arrange for the tenant to be checked out against the initial inventory report at the end of the tenancy and send you a copy of the report. The cost of this is borne by the Landlord unless the tenancy agreement states otherwise.

1.13.2 The cost of the end of tenancy clean will be deducted from the deposit before any other costs (including unpaid rent) to ensure that any third party contractors who have provided the cleaning service are properly reimbursed.

#### 1.14 Deposit & Zero Deposit Guarantee (Assured Shorthold Tenancies only)

1.14.1 The deposit will be held in accordance with the terms of the tenancy agreement.

1.14.2 Under the terms of our Assured Shorthold Tenancy agreement, the deposit will be held by Butler & Stag in accordance with the Housing Act 2004 and the provisions of the deposit protection service. Under this scheme, undisputed deposits must be released to the tenant within ten days of their request following termination of the tenancy. Butler & Stag ' administration fee for registration under the scheme is £60 inc VAT. Full details of the scheme may be found at [www.depositprotection.com](http://www.depositprotection.com). Butler & Stag takes no responsibility for the failure of a deposit being registered where held by the landlord or an alternative appointed agent.

1.14.3 For all non-Assured Shorthold Tenancies, Butler & Stag will obtain and hold as stakeholder a deposit from the tenant against unpaid rent or bills, dilapidations and any other costs or losses incurred as a result of any breach of the terms of the tenancy agreement by the tenant. Butler & Stag excludes liability in relation to loss caused by the insolvency of a financial institution which holds deposits in its contracts with landlords and tenants.

1.14.4 In the event that you, the Landlord, hold the deposit you warrant that you will protect the deposit in line with legal requirements and that you will be responsible for all fees and charges associated with obtaining membership to an authorised scheme (where required) and protecting the deposit itself. You further agree that you will fully indemnify Butler & Stag against any claim by the tenant howsoever arising, as a result of your holding the deposit. You will be required to provide proof of your membership of an authorised scheme.

1.14.5 Where the agreement states that the deposit is not held by Butler & Stag a deposit protection certificate must be provided to Butler & Stag for any Assured Shorthold Tenancy. The certificate must correctly state the tenant(s) name, property address, landlord(s) name and deposit amount. The certificate must be supplied to Butler & Stag in advance of any deposit monies being transferred to the agreed deposit holder. In the event a landlord fails to supply a deposit certificate for an Assured Shorthold Tenancy correctly stating the tenant names, property address, landlord names and deposit amount then the deposit will be held by Butler & Stag in accordance with the Housing Act 2004 and the provisions of the deposit protection scheme. Butler & Stag charge to landlords for registration under the scheme is £60 inc VAT. Full details of the scheme may be found at [www.depositsprotection.com](http://www.depositsprotection.com).

1.14.6 Any interest earned on the deposit will be retained by Butler & Stag.

#### 1.15 The Gas Safety (Installation & Use) Regulations 1998

1.15.1 Under the above regulations, it is the landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer.

1.15.2 If Butler & Stag is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Butler & Stag ' administration charge of £60 inc VAT, will be debited from the landlord's account.

1.15.3 If the tenant is remaining in occupation beyond the expiry of the original certificate and Butler & Stag has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary. The cost incurred, together with Butler & Stag ' administration charge of £60 inc VAT, will be debited from the landlord's account.

#### 1.16 The Electrical Equipment (Safety) Regulations 1994

1.16.1 The landlord is legally responsible for ensuring that the electrical installation and all appliances within the property are maintained in good order and regularly checked for safety by an appropriate registered engineer.

1.16.2 If Butler & Stag is not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial

works where necessary. The cost incurred, together with Butler & Stag ' administration charge of £60 inc VAT, will be debited from the landlord's account.

1.16.3 Where the tenant is remaining in occupation beyond the expiry of the original certificate and Butler & Stag has not received a replacement valid certificate 14 days before the expiry of that original certificate, we reserve the right to appoint an appropriate registered engineer to make the necessary checks and carry out any remedial works where necessary. The cost incurred, together with Butler & Stag ' administration charge of £60 inc VAT, will be debited from the landlord's account.

#### 1.17 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

1.17.1 The landlord is legally responsible for installing and maintaining working smoke alarms on every floor of the property as well as carbon monoxide alarms in any room with a solid fuel combustion appliance. The landlord is also responsible for ensuring that each alarm is in proper working order at the start of the tenancy and that all checks are documented. Butler & Stag reserves the right to appoint an appropriate person to make the necessary alarm checks and carry out any remedial works where necessary. The cost incurred, together with Butler & Stag ' call out fee of £75 inc VAT, will be debited from the landlord's account.

#### 1.18 Furniture and Furnishings (Fire) (Safety) Regulations 1988 and (Amendment) 1993

1.18.1 The landlord warrants that he/she is fully aware of the terms and conditions of the above Regulations including any subsequent amendments or replacement Regulations (hereafter referred to as the Regulations). The landlord declares that all furniture presently in the property or to be included in a property to which this agreement applies, complies in all respects with the Regulations.

1.18.2 The landlord further warrants that any furniture purchased for the property after the date of this agreement will also comply with the Regulations for the duration of the tenancy and any Renewals.

#### 1.19 The Control of Substances Hazardous to Health Regulations 1989 and Section 3(2) of the Health and Safety at Work Act 1974

1.19.1 The Landlord is legally responsible for carrying out a risk assessment for Legionnaire's disease before letting the property and for maintaining control measures to minimise the risk in water system while the property is let.

#### 1.20 Energy Performance Certificate (EPC)

1.20.1 All buildings in the private rented sector require a valid EPC with a minimum band E rating. This certificate will remain valid for ten years. Landlords are required by law to obtain and make available a copy of the EPC, free of charge, to prospective tenants at the earliest opportunity and must provide the person who takes up the tenancy with a copy. Butler & Stag can organise an EPC from an approved supplier at the competitive rate of £120.00 inc VAT.

#### 1.21 Utilities

1.21.1 It remains the tenant's responsibility to ensure that a new account is opened in their name at the start of the tenancy and closed at the end of the tenancy.

1.21.2 Butler & Stag cannot be held liable if

services are disconnected or are not transferred by the tenant or utility companies.

#### 1.22 Indemnity

1.22.1 The landlord undertakes to keep Butler & Stag fully and effectively indemnified in respect of any claim, demand, liability, cost, expense or prosecution which may arise due to the failure of the landlord to comply fully with the terms of all the above Regulations, including any subsequent amendments thereto or replacement Regulations.

1.22.2 The landlord agrees to indemnify Butler & Stag as agent against any costs, expenses or liabilities incurred or imposed on us, provided they were incurred on the landlord's behalf in pursuit of our normal duties.

#### 1.23 Landlords resident outside the UK

1.23.1 The Non-Resident Landlords Scheme is a scheme operated by HM Revenue & Customs (HMRC) for taxing the UK rental income of non-resident landlords. The scheme requires UK lettings agents to deduct basic rate tax from any rent collected. You are considered to be non-resident if your usual place of abode is outside the UK, or you are absent from the UK for a period of more than six months.

1.23.2 You can apply to HMRC for approval to receive rents without tax being deducted. If your application is successful then once we have received written confirmation of their decision we will pay you the rent without deducting tax. Even though the rent may be paid to you without tax being deducted, it remains liable to UK tax and you must include it on your tax return.

1.23.3 Where a non-resident landlord does not have approval from HMRC, we charge £150 inc VAT for submitting quarterly returns and an annual return. We complete the annual return and send you a certificate showing the amount of tax that we have paid on your behalf. No interest is paid to landlords on tax retentions held by Butler & Stag.

1.23.4 Butler & Stag must be provided with a UK residential address for service. If we are not provided with a UK residential address then we are obliged to assume that a landlord is non-resident and we will operate the provisions of the scheme. Butler & Stag will also be obliged to state the landlord's correspondence address on the tenancy agreement as c/o Butler & Stag registered head office address.

1.23.5 Where we do not deduct tax which should have been deducted under the scheme we are entitled to recover this money from you at a later date, along with any other costs that are imposed on us by HMRC.

1.23.6 Landlords who are resident outside the UK are not entitled to hold the deposit for the duration of the tenancy.

#### 1.24 Licences

1.24.1 It is important to be aware that each local authority operates its own licensing scheme. Some may require the landlord to hold a licence before they can let out their property. This may depend on the location of the property and/or the tenant(s) to whom the property is let. If you are required to have a licence and do not hold one the penalties can be significant. You hereby warrant to Butler & Stag that you have checked the licensing requirements and you have applied for or already hold the necessary licence. You agree to provide copies of any licence (including draft licences or applications) to Butler & Stag upon request. You will also advise Butler & Stag

of any specific licensing restrictions. The landlord cannot name the licence holder as Butler & Stag or any of its employees.

## 2.0 Management Service

### 2.1 Management Service

2.1.1 The Management Service includes all the provisions and terms of the Lettings Service in addition to those set out below.

2.1.2 Our fee for the Management Service during the period of the initial tenancy agreement is 15% + VAT (18% inc VAT).

2.1.3 The Management Service fee is taken monthly in advance. The minimum period of our appointment to manage the property is three months where Butler & Stag is instructed to manage from the beginning of the tenancy. Where Butler & Stag is instructed to start managing the property mid-tenancy our minimum period of appointment is six months or to the end of the tenancy whichever is shorter.

2.1.4 The management agreement can be terminated after this minimum period by either party giving one month's notice to the other, such notice not to expire before the end of the minimum period. On the expiry of such notice, we will revert to the Lettings Service and the commission fees payable will revert to those payable for the Lettings Service or those payable during the Renewal or Continuation Period, as appropriate.

### 2.2 Transfer of utilities

2.2.1 Butler & Stag will transfer utilities and council tax into the tenant's name at the start of a tenancy and the landlord's name at the end of a tenancy.

2.2.2 We will pay bills received from monies held on the landlord's behalf until the property is let.

### 2.3 Short lets

2.3.1 Unless otherwise agreed in writing, it is the landlord's responsibility to pay for all utility bills including gas, electricity, water and council tax. It is the tenant's responsibility to pay for any telecommunication services.

### 2.4 Key-holding service

2.4.1 We require a set of keys in order to be able to manage your property effectively. These will be held locally in our secure system and made available to our approved suppliers or any other party authorised by you.

### 2.5 Repairs and maintenance

2.5.1 We will attend to the day-to-day minor repairs and maintenance of the property and its contents.

2.5.2 We will contact you for permission to proceed if the cost of the work exceeds £200 (or other amount to be agreed in writing). Butler & Stag are hereby authorised to carry out work(s) to any value without first contacting you or obtaining your permission where, in our reasonable opinion, such work(s) is/are required to comply with a statutory notice issued by the relevant local authority or to comply with any obligation relating to any licence held for the property under the Housing Act 2004.

2.5.3 If requested, we can obtain estimates for consideration by the landlord for any major repairs or maintenance over £500 and submit them for approval prior to the commencement of the work.

2.5.4 However, in emergencies and where we consider it necessary, we will act to protect the landlord's interests without consultation.

### 2.6 Payment of outgoings

2.6.1 A float of £300 (or other amount to be agreed in writing) is required at the commencement and during the term of the management, to enable us to meet any expenditure on the landlord's behalf.

2.6.2 We cannot undertake to meet any outgoings beyond the funds we hold. If we do not hold funds to settle an invoice, we may provide your contact details to the supplier so that they can apply to you for payment.

2.6.3 Where instructed by the landlord and where we hold sufficient funds, Butler & Stag will pay ground rents, service charges, council tax, gas and electricity bills, water rates and any regular outgoings out of the rental income, on the explicit proviso that we have been provided with the details of who to pay, when to pay, and how to pay the relevant providers at the commencement of this tenancy, as and when demands are received by the Property Management department at Butler & Stag 'head office. We will endeavour to query any obvious discrepancies, however, it must be understood that we are entitled to accept and pay, without question, demands and accounts that we believe to be in order.

### 2.7 Management inspections

2.7.1 We will endeavour to undertake at least one inspection of the property in each twelve month period. However, if we do not hold a full working set of keys for the property (including communal door keys or fobs and garden/balcony doors) and are therefore unable to gain access to the property, or the tenants do not allow access, we will not be able to undertake an inspection. No refund will be applied for missing inspections as a result of not being able to access the property. An inspection can only provide a cosmetic examination of the property and is not intended to be a structural survey or an inventory check. We do not accept responsibility for hidden or latent defects. A fee of £120 inc VAT will be charged for any additional visits or inspections requested.

### 2.8 Check-out and deposit

2.8.1 We will send you a copy of the check-out report together with recommendations for deductions that should be made from the deposit. In respect of deposits held for ASTs, you must finalise any further deductions with us within ten days of termination of the tenancy so that we can meet our obligations under the Housing Act 2004 and the provisions of the deposit protection scheme which require you and us as your agent to return any undisputed deposit amount to the tenant within ten days of termination of the tenancy. Should you fail to finalise deductions with us within ten days, we reserve the right to release some or all of the deposit to the tenant. In the event of a formal dispute being raised by the tenant with depositprotection.com regarding deductions made from the deposit, you agree to transfer the disputed funds to depositprotection.com within ten days of being asked to do so.

2.8.2 Butler & Stag will not accept responsibility for the failure of any item of claim which is a result of your failure to provide the necessary information to us within the requisite time.

### 2.9 Management while the property is vacant

2.9.1 During void periods, we will continue to manage the property, however, cannot be held liable for any loss and/or damage arising from fire, flood or theft. If the landlord requires supplies to

be turned off or disconnected during this period, Butler & Stag must receive instructions in writing and will arrange for the required contractor to attend at the landlord's expense. The landlord is also advised to contact his/her insurance company should the property be empty for longer than 30 days.

#### 2.10 Purchase of items for property

2.10.1 Butler & Stag has access to suppliers who can deliver common household items to the property. If, however, you require us to purchase items from a specific source then our time on this will be charged at £60 inc VAT per hour or part thereof.

#### 2.11 Dealing with third parties

2.11.1 Butler & Stag will liaise where necessary with the landlord's accountants, solicitors, superior landlords, managing agents and mortgagees.

#### 2.12 Insurance

2.12.1 Activities relating to the arrangement and administration of insurance are governed by the Financial Services and Markets Act 2000. As a result, we are unable to arrange insurance on your behalf, to notify your insurer of claims or to complete documentation relating to those claims.

2.12.2 We will notify you when we believe that damage to your property has resulted from an insured risk, and will provide you with the information that you need in order to make a claim. We will also obtain estimates for repairing the damage which can be supplied to the insurers, and arrange for the repairs to be carried out upon your instruction.

### 3.0 General Notices

#### 3.1 Permissions and consents

3.1.1 The landlord warrants that consent to let from his/her mortgagees has been obtained, and

3.1.2 Where he/she is a lessee, the lease extends beyond the term that he/she proposes to let and that any necessary consents have been obtained, and

3.1.3 He/she has notified his/her insurance company of his/her intention to let and has obtained their agreement to extend the insurance cover on the property and its contents to cover the changed circumstances, and

3.1.4 Where he/she is a joint owner, he/she has ensured that all the owners are named in the tenancy agreement and that he/she is authorised to give instructions on their behalf.

#### 3.2 Connected persons

3.2.1 As required by Section 21 of the Estate Agents Act 1979, unless specifically stated otherwise, we are not aware of any personal interest existing between ourselves or anyone in our employ or any connected person(s) and yourself(ves). If you are or become aware of such an interest you should notify Butler & Stag immediately.

#### 3.3 Outstanding fees

3.3.1 The landlord agrees that, where any of Butler & Stag ' fees and/or commission charges remain outstanding for more than seven days, Butler & Stag may use any sums obtained or held on the landlord's behalf to pay the outstanding sums, including rental payments on this or any other property on which Butler & Stag is instructed.

#### 3.4 Interest

3.4.1 Any interest earned by Butler & Stag while carrying out its duties as your agent will be retained by Butler & Stag.

3.4.2 Butler & Stag ' fees are payable on demand, as and when they fall due. Butler & Stag reserves the right to charge interest on any amounts outstanding 28 days after the fees are first demanded. Interest will be charged from the date the fees become due at the annual rate of 2% above the Bank of England's base rate.

#### 3.5 VAT

3.5.1 All Butler & Stag ' commission fees and any other charges are subject to VAT at the prevailing rate of 20%.

#### 3.6 Keys

3.6.1 Where you provide us with a set of keys (or authorise us to use keys held by another agent) we may make further copies to facilitate viewings by the instructed office and other offices where appropriate. We will not charge you for this service.

3.6.2 Tenants normally require one set of keys for each occupant of the property (with a minimum of two sets). Where we are managing the property, we will hold a set of keys at the local office. Where we are not provided with sufficient sets to allow us to do this, we may cut additional sets and will make a charge for this service based on the type of keys required.

3.6.3 Butler & Stag ' secure key tag system ensures that third parties cannot identify which property a set of keys belongs to. Therefore, in the event that keys are lost or unaccounted for, Butler & Stag ' liability in respect of such keys and/or any locks is strictly limited to the cost of cutting a new set of keys.

#### 3.7 Legal proceedings

3.7.1 Butler & Stag is not responsible for any legal steps for the recovery of rent or repossession of the property. Appearances before any Court or Tribunal will be by special arrangement and the fee for any such attendance will be £420 inc VAT per day, or part thereof. Butler & Stag will not accept service of legal proceedings on the landlord's behalf.

#### 3.8 Disclaimer

3.8.1 Butler & Stag will carry out all services with reasonable care and skill. However, we are unable to guarantee the suitability of tenants, timely rental payments or vacant possession at the end of a tenancy and cannot be held liable by the landlord for such events.

#### 3.9 Jurisdiction

3.9.1 The High Court and the County Courts of England and Wales shall have jurisdiction to hear and determine any Equipment (Safety) Regulations 1994. I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed and confirm that I wish Butler & Stag to commence marketing the property immediately. Before signing this agreement, you should carefully read all of the terms and conditions set out in this document. It is very important that you read and understand all of the terms and conditions that will apply to this agreement before entering into this agreement. Only sign this agreement if you wish to be bound by all of the terms and conditions it contains.

#### 3.10 Data Protection and Privacy Policy

3.10.1 Butler & Stag complies with all applicable data protection and privacy laws in dealing with your personal data. Please refer to our privacy policy and cookie policy for full details of how we acquire and use your personal data and how you

can opt out of certain activities. Please be aware that in the provision of our services, we may instruct other organisations to process personal data on our behalf and or/share personal data with law enforcement agencies, which may also involve the transfer of data outside the European Economic Area.

#### 3.11 Anti-Money Laundering Regulations

3.11.1 Butler & Stag is subject to the Money Laundering Regulations 2017. As a result we will need to obtain and hold evidence confirming your identity, proof of address and source/destination of funds. We will be unable to proceed with any instruction until we are in receipt of this information and have completed a satisfactory AML check. Your identity may be subject to an electronic identity check, which may leave a soft footprint on your credit report. Where appropriate, proof of ownership of the property may also be requested.

#### 3.12 Amendments

3.12.1 Butler & Stag may change or add to the terms of this agreement (except in relation to any level of 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.

#### 3.13 Entire Agreement and Variations

Butler & Stag intends to rely upon the written terms set out in these terms and conditions. You are reminded again to read them very carefully. If you require any change, please make sure you ask for these to be put in writing. In that way, we can avoid any problems surrounding what Butler & Stag and the landlord are expected to do. If you want to make any changes to this agreement, please discuss them with the manager of the branch you are dealing with and make sure that they are put in writing and agreed in writing.

### 4.0 Termination

#### 4.1 Termination Procedure

Butler & Stag may terminate this agreement with one month's advance written notice where you fail to co-operate with us or provide timely instructions or where we have asked you to obtain/provide a statutorily required licence or permission to let the property and you have failed to do so, or where we have asked you to agree to works which we reasonably believe are required in order to comply with a statutory obligation and you have failed/refused to do so. Where we terminate the agreement under this clause you will remain liable to pay Butler & Stag fees under the terms of this agreement.

#### Declaration

I/we declare that I am/we are the sole/joint owner(s) of the freehold/leasehold property as stated above and that by signing this agreement are bound by all of the terms and conditions it contains.

#### Signed:

#### Date:



LONDON EXPERTISE. LOCAL KNOWLEDGE



Bow Office

**Butler & Stag Ltd**, 508 Roman Road, Bow, London E3 5LU  
020 8102 1236 | bow@butlerandstag.com

Shoreditch Office

**Butler & Stag Ltd**, 96a Curtain Road, Shoreditch, London EC2A 3AA  
020 7613 5550 | shoreditch@butlerandstag.com

Theydon Bois Office

**Butler & Stag Ltd**, 4 Forest Drive, Theydon Bois Essex CM16 7EY  
01992 667 666 | theydon@butlerandstag.com

**butlerandstag.uk**