

Terms of Business ("the Agreement")

This Agreement contains the Terms and Conditions of Business agreed between the client ("the Landlord") and Tate Partnership ("the Agent") of 92 Chiswick High Road, Chiswick, W4 1SH. The Landlord should read this Agreement carefully. By signing this Agreement the Landlord accepts the Terms and Conditions set out in this Agreement together with the attached brochure ("the Brochure") which forms part of the Agreement and sets out the full details of each Service, the rights and obligations of both parties in the Agreement and the Brochure; and the fees and charges which the Landlord will pay. The Agreement will be legally binding on both parties. The Landlord should take independent legal advice if there is any uncertainty regarding any of the clauses within this contract. Once signed, this Agreement will be legally binding on the Landlord. In the Agreement and the Brochure the word "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy of it. The word "Property" means the Property address shown below.

1. **Parties to this Agreement.**

2. **Initial Rent:** **Term of the Tenancy:**

3. **Furnished/Unfurnished** **Pets:** **Smokers:**

This Agreement is made between:

Tate Partnership, 92 Chiswick High Road, Chiswick, W4 1SH.

And

(Inset Landlord's name and address)

and relates to the Property known as **(insert full address including postcode):** _____

("the Property")

Contact Address of the Landlord (if different)

Telephone Home _____ Telephone Business _____

Mobile _____ Email Address _____

The Property

Tenure: Freehold/Leasehold (delete as appropriate) If Leasehold unexpired term _____

Annual Service Charge _____ Ground Rent _____

Managing Agent (if applicable) _____

Address of Managing Agent: _____

4. **Type of Service:**

Management Service

Letting Service

The Conditions of the Agreement

1. Introduction

Tate Partnership is a Lettings and Management Company who specialise in providing a professional service to landlords and tenants.

Fees and expenses are shown in the attached Schedule 1 Commission Fees and Charges.

Sole Agency

By appointing us, you agree that we shall have sole agency to market the Property for a period of **8 weeks** ("the Initial Period"). The sole agency can be terminated at the end of the Initial Period by giving us two weeks' prior written notice. If you do not terminate the sole agency it will continue until we receive your written instructions.

In the following circumstances the Landlord will be liable to pay more than one fee including any VAT in addition to any agreed costs and charges:

- Where the Landlord has previously instructed another agent to let the Property on a Sole Agency basis; or
- Where the Landlord instructs another agent during or after the Initial Period of the Sole Agency.

The Agent will also be entitled to commission fees in each of the following circumstances:

- If Tenancy Agreements for the letting of the Property are exchanged during our Sole Agency even if the tenant was not found by us but by another agent or by any other person, including yourself;
- If a Tenancy Agreement for the letting of the Property are exchanged after the expiry of the period during which we had Sole Agency but to a prospective tenant who was introduced* to the Landlord during the period or with whom we had negotiations about the Property during that period. Even if we are not the effective cause of the transaction. You agree to notify us in these circumstances.

A prospective tenant is deemed to have been introduced by the Agent if, during the Sole Agency the prospective tenant was made aware of the availability of the Property for rent through, for example, advertisements / window displays / internet exposure / applicant database leads or through any other action of the Agent, even if the actual approach was direct to the Landlord or through another agent.

OR

Multiple Agency

By appointing us, you agree that we shall act on a multiple agency basis to market the Property for a period of N/A weeks "the Initial Period". The multiple agency can be terminated at the end of the Initial Period by giving us two weeks written notice. If you do not terminate the multiple agency it will continue until we receive your written instructions.

Tate Partnership will provide the following Services:

Letting Service

1. Advise on possible market rent achievable in current market conditions and the statutory obligations with which the Landlord must comply;
2. Advertise the Property;
3. Provision of a comprehensive marketing campaign including website coverage, property particulars, advertising where suitable, erection of a marketing board to the exterior of the Property in line with local conservation regulations. It is your responsibility to inform us in writing of any restrictions on the erection of a flag board;
4. Introduction of a prospective tenant and negotiating terms between the parties;
5. Take a holding deposit ("Holding Deposit") from the applicant and hold it in compliance with the Act banning taking fees from tenants being a maximum of one week's rent. The Holding Deposit must be returned if the Tenancy does not proceed unless the applicant fails references. The criteria for failing references is strict. The Landlord's right to obtain compensation from a Holding Deposit is limited. For a non-Housing Act tenancy, the amount taken as the Holding Deposit will be NA if a non-Housing Act Tenancy and the tenancy does not progress sums may be deducted to compensate the Agent and possibly the Landlord for losses suffered;
6. Where possible to take up suitable references and/or credit references for your approval through a third-party referencing agency. Details of their service is shown in the attached Brochure. The fee for referencing is payable by the Landlord;
7. Carry out all Right to Rent checks under the Immigration Act 2014 and the Immigration Act 2016 in-house or through a third-party supplier and forwarding them to the Landlord for approval. If **Tate Partnership** do not manage the Property any follow up checks will be the legal responsibility of the Landlord including checking any additional occupiers during the Tenancy at the Property. **Tate Partnership** have no liability if the Landlord fails to comply with his statutory responsibilities;
8. Arrange an inventory ("the Inventory") if instructed on behalf of the Landlord; and the check in of the Inventory with the applicant ("the Applicant"). The cost of compiling the Inventory and the check-in and check-out is borne by the Landlord;
9. Draft the tenancy agreement ("the Tenancy Agreement") and relevant documents required by statute. The fee for the agreement is payable by the Landlord;
10. Receive the Deposit and the first month's rent from the Tenant on behalf of the Landlord if **Tate Partnership** holds the Deposit;
11. Protect the security deposit ("the Deposit") through the DPS if the Tenancy is an Assured Shorthold Tenancy ("AST") and serve the relevant prescribed information on the Tenant if **Tate Partnership** hold the Deposit. The fee for deposit registration is payable by the Landlord;
12. If the Tenancy is an AST there are limitations on the amount of the Deposit as follows: the maximum amount to be held as the Deposit for all new tenancies commencing on or after June 1 2019 if the Tenancy is an AST and the

annual rent does not exceed £50,000 is five weeks' rent; or a deposit equivalent to six weeks' rent if the total annual rent is more than £50,000 per year and the Tenancy is an AST. For a non-Housing Act tenancy, the amount taken as a Deposit will be (NA);

13. Serve the draft Tenancy Agreement and if it is an AST the "How to Rent" Handbook, a copy of the Gas Safety Certificate and the EPC on the prospective tenant. If the Deposit is held by DPS The Prescribed Information is also served;
14. Arrange for the first instalment of rent ("the Rent") to be paid in advance to the Landlord's account as soon as reasonably practicable after deduction of our fees and expenses;
15. Advise it is the Landlord's responsibility to notify the utility companies (telephone, gas, water, electricity, alarm if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy. Failure to do so may mean continued liability for the accounts;
16. Endeavour to negotiate any renewals or extensions on the Landlord's behalf if requested. You should be aware our fees remain payable even if we do not act on your behalf while the tenant remains in the Property;
17. As the Agent, Tate Partnership is appointed only for the purpose of finding a tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the fees of Tate Partnership are payable in full upon the commencement of the Tenancy;
18. Supply keys to the Tenant and have additional sets cut if necessary at an additional charge to the Landlord;
19. Provide instruction booklets for all appliances, together with information regarding the care of special surfaces if requested by the Landlord and provided the relevant instructions and documents are received;
20. Negotiate the renewal of the Tenancy at the end of the fixed term ("the Term") together with any rent increase if possible if instructed by the Landlord;
21. Serve the legal Notice to end the Tenancy if instructed to do so by the Landlord, at an additional charge to the Landlord;
22. Advise it is the Landlord's responsibility to arrange repairs if Tate Partnership do not manage the Property;
23. Advise it is the Landlord's responsibility to negotiate any deductions from the Deposit at the end the Tenancy. Tate Partnership will not negotiate any dilapidations on the Landlord's behalf;
24. The Landlord will not be entitled to any refund of commission if the Tenancy Agreement is terminated prior to the end of the initial fixed Term.

Rent Demand Service

In addition to the above Tate Partnership will do the following:

1. Collect Rent on the Landlord's behalf;
2. In the absence of receiving the Rent we will send rent demand reminders to the Tenant;
3. Upon receipt of the Rent we will forward the funds to your nominated bank account.
4. You should arrange a facility with your bank to ensure that all outgoings are covered and to allow change of a rent payment date, void periods or non-payment of the Rent;
5. We will prepare regular statements of account to you and/or a nominated person;
6. Advise the landlord if any arrears arise. Tate Partnership cannot take Court proceedings on the Landlord's behalf;

Management Service

In addition to the above Service Tate Partnership will do the following:

1. Notify the utility companies (telephone, gas, water, electricity, alarm if applicable) and the local authority of the changeover of occupants at the commencement and termination of the tenancy provided Tate Partnership have been given full details of the accounts held and if the supplier will accept our instructions;
2. Collection of Rent as above;
3. Pay out of the Rent received, any agreed outgoings such as service charges and/or maintenance charges and account to you regularly, provided that we are duly notified in advance of any regular out goings and the demands/invoices are subsequently forwarded to us;
4. Handle all maintenance issues on a daily basis if cleared funds are held by Tate Partnership subject to any agreed financial limits;
5. Instruct contractors on the Landlord's behalf as the agent of the Landlord. Payment of the invoices are the responsibility of the Landlord;
6. Arrange to visit the Property approximately 6 month's into the tenancy provided the Tenant grants access; Tate Partnership will inform the Landlord if access is refused and await further written instructions;
7. Arrange all repairs up to a limit of £500.00 including VAT without consent if cleared funds are held except in an emergency. No liability arises if no funds are held;
8. Where possible and practical, estimates will be submitted to you for approval in respect of works, renewal or repairs likely to cost more than the agreed contingency figure except in an emergency or to comply with statute.
9. Arrange a check out of the Inventory of the Property by an inventory clerk at the end of the Tenancy at the Landlord's expense;
10. Negotiate with the Tenant regarding any damage claim and make agreed deductions from the Deposit; including forwarding any adjudication to DPS if relevant if a dispute arises unless either party disagrees;
11. Prepare the documents for DPS or Court adjudication if requested but subject to an additional charge;
12. Distribute the Deposit as agreed between the parties or as agreed through adjudication;
13. Endeavour to obtain a forwarding address from the Tenant;
14. Advise that Tate Partnership can provide a supervisory service during void periods but subject to an additional charge and separate negotiation;
15. Advise that the Management Service cannot be terminated until after the first six months of the Tenancy by giving three months' notice in writing. However commission and fees for the Letting and Rent collection remain payable while the Tenant or an associated person occupies the Property.

Landlord's Undertakings

1. Confirm the Landlord is the owner or joint owner of the Property and has consent to let the Property from the lender if applicable. If more than one person forms the Landlord each person is jointly and severally liable for all commission fees, expenses and costs;
2. Provide keys to us for the purpose of viewings;
3. Agree we may appoint a sub agent if this helps to let the Property;
4. Confirm acceptance of the references; and that the Landlord will carry out any subsequent Right to Rent checks including any additional occupiers if **Tate Partnership** do not manage the Property. **Tate Partnership** has no liability for failure to do so;
5. Provide any relevant conditions of the lender if applicable to **Tate Partnership** for inclusion within the Tenancy Agreement prior to the start of the Tenancy. Conditions cannot be added later;
6. Provide a copy of the head lease to ensure the Tenant complies with any conditions;
7. Provide copies of the relevant sections of buildings and contents insurance policies including third party liability to ensure the Tenant complies with any special conditions;
8. Comply with all safety regulations regarding electricity, gas, other fuels, or furniture if applicable; ensure all smoke alarms and carbon monoxide detectors are in working order; that a risk assessment has been carried out for legionella; and all blinds and curtains comply with current Regulations;
9. Compensate **Tate Partnership** for any losses, expenses or fees suffered while acting for the Landlord unless due to the negligence of **Tate Partnership**.
10. Register with Her Majesty's Revenue and Customs ("HMRC") if the Landlord is resident overseas. The link is www.gov.uk/tax-uk-income-live-abroad/rent. Failure to do so means basic rate tax will be deducted from all rent payments by **Tate Partnership**.
11. Arrange legal proceedings at the Landlord's expense if rent arrears arise or the Tenant fails to vacate the Property at the end of the Tenancy;
12. Not to discriminate against any applicant, tenant or any employee of **Tate Partnership**. If discrimination occurs **Tate Partnership** can give immediate written notice to terminate the Agreement;
13. Providing instruction booklets for all items of mechanical and electrical equipment and any special surfaces at the Property;
14. To determine whether you need a property licence and obtain such a licence;
15. To provide the Agent with full details of the requirements under which the licence was granted. The Landlord agrees that failure to inform the Agent means the Landlord will not have recourse to any compensation for a breach of the Licence conditions;

Deposit

Tate Partnership hold the Deposit as stakeholder which means consent must be obtained from both sides for all deductions. The Deposit is protected if it is an AST with the Tenancy Deposit Scheme ("TDS"), the Deposit Protection Service ("DPS"). Full details of the DPS can be provided by **Tate Partnership** together with the dispute procedure regarding deductions from the Deposit upon written request. Further details and information are supplied in the Brochure.

General

1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute under it;
2. The address for service for the Landlord will be the contact address specified in this Agreement; and the address for service for **Tate Partnership** will be the address specified upon page one of the Agreement;
3. We trade as a partnership. The VAT number is 745131746
4. We are members of the dispute and compensation scheme operated by The Property Ombudsman and our registration number is: D04419
5. The service of notices on either party will be by hand delivery, or first class post (deemed served two working days later) or by electronic service. Emails will be deemed delivered immediately on leaving the outbox of the sender to the email address of either party provided from time to time. The address for service for the Landlord and **Tate Partnership** will be those specified in the Confirmation of Instruction to this Agreement;
6. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement. We are not responsible or liable for the acts, omissions or failures of third parties unless it is due to the negligence or breach of contract or omissions of **Tate Partnership** or their employees;
7. The Landlord agrees not to take action or bring any claim in respect of loss or damage suffered by the Landlord arising out of or in connection with this Agreement against any individual director, partner, consultant, employee or agent of **Tate Partnership** even where any of those persons have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of **Tate Partnership** for the acts or omissions of any of their partners, consultants, employees or agents;
8. **Tate Partnership** and the Landlord must comply with the Consumer Protection from Unfair Trading Regulations 2008 ("the Regulations") and the Consumer Rights Act 2015. Statements must be factually correct in all communications and **Tate Partnership** must not give a potential tenant the wrong impression about the Property to be let. Prior to marketing the Landlord should disclose to us any material information that might affect a prospective tenant's decision to rent the Property. Failure to do so could lead to a claim being made against the Landlord. We are required under the above Regulations to disclose this information to interested parties;
9. We reserve the right to assign the rights and or obligations under this Agreement;

10. We reserve the right to vary the terms of this Agreement by giving the Landlord one month's written notice;
11. The Landlord is responsible for paying Commission at the rates shown in the Schedule of Commission, Fees and Charges including VAT at the prevailing rate of 20% shown below which may change from time to time; when any person, company or other organisation enters into a binding contract for the occupation of the Property where they do so as a result of a viewing conducted by Tate Partnership sight of any marketing or advertising material produced by Tate Partnership; or by Tate Partnership instructions; by way of an introduction from an existing occupier for whom Tate Partnership has previously charged a commission; through the work of the Landlord or any other agent where this occurs during the period of Sole Agency; or through the work of the Landlord where this occurs during any period of multiple agency if this has been agreed in writing between Tate Partnership and the Landlord. All charges and fees are shown inclusive of VAT;
12. Commission remains due and payable in relation to any extension, renewal or continuation of the Tenancy as a fixed term or periodic Tenancy whether or not Tate Partnership is the effective cause; and for the period of time of any such renewal, extension or continuation of the Tenancy;
13. If the Tenant or any person associated with the Tenant purchases the Property the Landlord agrees to pay Tate Partnership commission of 1.2% inclusive of VAT of the purchase price inclusive of fixtures and fittings;
14. There have been several incidents over the past few years where the owner of a property has been defrauded by another person obtaining a large mortgage on the property or selling it. To help prevent such instances arising the Land Registry has introduced a system whereby the owner of a property can register up to three addresses with the Land Registry including an email address and an address abroad. Tate Partnership strongly advises all owners of properties that are being let to go to the website of the Land Registry which can be accessed on www.gov.uk/protect-land-property-from-fraud which provides guidance notes and access to the relevant form.
15. Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Tate Partnership has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Tate Partnership wishes to refer the matter to a solicitor; or if Tate Partnership are specifically required to divulge the information by law; or to pass it to a government agency by law; for marketing purposes; or to comply with any terms of this Agreement;
16. We will retain the Landlord's details for marketing purposes for 5 years unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC;
17. Any interest accrued on monies that Tate Partnership hold on the Landlord's behalf will be retained to cover bank and administration charges etc. Any commission earned while acting on the Landlord's behalf will be retained to cover costs; and any fees paid by a tenant will be retained. Full details of fees paid by a tenant can be obtained from the Tate Partnership website;
18. From time to time we receive fees from contractors which we retain. This does not affect the quality of the service we provide;
19. Interest will be charged at 3% above the Bank of England Base Rate from time to time on any sums owing from the due date until payment is made whether before or after judgement has been obtained.
20. If the Landlord signs this contract away from the offices of Tate Partnership under certain circumstances the Landlord has the right to cancel this contract within 14 days (the "Cancellation Period") without giving any reason. The cancellation period will expire after 14 days from the signing of this Agreement. To exercise the right to cancel, the Landlord must inform Tate Partnership of their decision to cancel this contract by post to the address on page 1 of the Agreement, or email to chiswick@tatepartnership.co.uk The Landlord may use the Cancellation Notice below before the cancellation period has expired. If the Landlord cancels this contract, all payments received from the Landlord will be reimbursed unless any expenses have been incurred not later than 14 days after the day on which Tate Partnership is informed about the decision to cancel this contract. Under the Cancellation Regulations Tate Partnership cannot begin providing the Landlord with the service under the Agreement unless the Landlord has requested that Tate Partnership begin the service in writing by signing below.

I/we wish Tate Partnership to begin marketing the Property immediately.

Signed: _____

Print name: _____

Cancellation Notice: Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: Insert name and address and e mail address of person concerned.

I/We hereby give notice that I/We cancel my/our contract for the service as set out in these Terms of Business signed on _____.

Name(s) _____

Address: _____

Signature(s): _____

Schedule 1 Commission, Fees and Charges

1. Letting Service	11% (13.2% including VAT)
2. Renewal Continuation	9% p/a (10.8% including VAT)
3. Management Service	6% (7.2% including VAT)
4. Letting and Managed Service	15% (18 % including VAT)

There is a minimum fee of £1,250.00 including VAT for all the above Services or the percentage of the fee for each Service being the equivalent of six months' commission whichever is the greater even if not negotiated by Tate Partnership.

**5. Withdrawal from an Agreed Offer £294.00 including VAT Contract
£75.00 including VAT per reference**

6. Consultancy for the following:

- additional visits to a Property if we are managing;
- waiting time at the Property;
- having extra sets of keys cut;
- arranging cleaning prior to the start of a Tenancy if not managing;
- arranging safety checks;
- installation of smoke alarms or carbon monoxide detectors;
- obtaining consent from a lender or a Superior Landlord;

For each of the above: £18.00 - 36.00 including VAT

7. Preparation of an Inventory by an inventory clerk	Estimates upon request.	
8. Preparation of the Tate Partnership standard Tenancy Agreement:	£294.00	including VAT
9. Preparation of an Extension Agreement for the Tenancy	£144.00	including VAT
10. Visits during a void period for each visit (one every 2 weeks):	£36.00	including VAT
11. Refurbishment works over £500.00	12%	including VAT
12. Registration for the Tenancy Deposit Scheme:	£60.00	including VAT
13. Preparation of documentation for Court proceedings or DPS adjudication:	£240.00	including VAT
14. Court or tribunal attendance on behalf of the Landlord:	£150.00 p/hr	including VAT

The Brochure

The Brochure forms part of the Agreement between Tate Partnership ("Tate Partnership") and the Landlord ("the Landlord" or "the Client" "you" or "your") and is binding on both parties. "Applicant" or "Tenant" means any person applying to rent the property or subsequently taking a Tenancy of it. The word "Property" means the Property address as stated in the Agreement.

Introduction

Tate Partnership ("Tate Partnership" or "the Agent" "us" or "we") is able to assist landlords and tenants providing full information on all aspects of living, letting, renting and providing a professional service to aid in enhancing the whole experience. The company is a specialist in residential sales, lettings and property management. Tate Partnership offer a comprehensive service for both managed and let only properties. General details of the Services offered by Tate Partnership are shown in the Schedules below:

1. Letting;
2. Rent Collection;
3. Management;
4. Deposit;
5. Landlord's Obligations;

General information for Letting and Management

Types of Tenancy

You will need to grant a Tenancy for a term of at least six months. An Assured Shorthold Tenancy Agreement ("AST") will be used in most cases. If the Property is due to be let to a company; or where the annual rent exceeds £100,000 per year, the Tenancy will fall outside the scope of the Housing Act and will be a non-Housing Act Tenancy under common law which imposes slightly less legislation on the Landlord.

If the Tenancy is an AST the Landlord cannot give Notice until after the end of the first four months which means the Notice cannot expire any earlier than after the first six months of the Tenancy by giving the Tenant the Notice under section 21 (Form 6A) of the Housing Act 1988. The notice period must be for a minimum of two months plus allowing time for service which means delivering or sending it to the Tenant. The section 21 notice only has a shelf life of 6 months from the time of serving. This condition would also apply if the Landlord chooses to use a break clause ending the Tenancy early for general or specific reasons provided the Tenancy Agreement includes the relevant clause. The Landlord must inform Tate Partnership in writing if he wishes such a clause included. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property. An AST is the default Tenancy if the rent is for £100,000 or less per year. The Landlord cannot exclude the protection the tenant gains under the law including protection of the Deposit (see Schedule 4).

Where the rent is more than £100,000 per year the Tenancy will be a Non Housing Act Tenancy. In order to end the Tenancy prior to the end of the fixed term this may only be done where the Landlord has opted to include a break clause within the Tenancy Agreement. The Landlord must inform Tate Partnership in writing if he wishes such a clause included. If there is no break clause and the Landlord wishes the Tenancy to end in line with the end of the fixed term or if it becomes periodic, a Notice to Quit can be served. If the tenant does not move out it is necessary to take legal proceedings to gain possession of the Property.

A corporate tenant (meaning a company often a PLC) takes the Property in their name and installing occupiers to reside in it. Such organisations often require a Property for up to three years. In such a case the Tenancy would generally be for an initial term of twelve months, with an option (that means the legal right to renew) for a further twelve months at the end of the first year and a similar option in the third year. The means of obtaining possession if any issues arise is through the Court procedure but the landlord has got a simpler method of obtaining possession in that the notice period (which is not strictly required at the end of the fixed term) is a minimum of one month depending upon the terms of the tenancy and the period the rent is paid.

When acting on your behalf Tate Partnership may appoint a sub-agent. This does not cost any additional fees and may ensure that the Property is let quickly.

Types of Service

Schedule 1: Letting Service

- 1.1 As the Agent, Tate Partnership is appointed only for the purpose of finding a Tenant for the Property. The responsibility for looking after the Property and dealing with any problems falls on the Landlord once the Tenancy commences. To avoid doubt the fees and commission remain payable for the duration of the Tenancy and any extension, renewal or assignment of it for a fixed period or as a periodic Tenancy whether or not Tate Partnership is instructed to act on the Landlord's behalf;
- 1.2 The Service includes all matters detailed and mentioned in the Lettings Only Service in the Agreement but the following additional information should be noted as shown below;
- 1.3 Tate Partnership will collect the rent for the first two months of the initial Tenancy to cover all commission outstanding. Commission for any renewal extension or continuation of the Tenancy is payable in full within fourteen days of written demand.
- 1.4 Give guidance if required to ensure that the Property is in the best condition to be let. You must check that all appliances are in working order, comply with the current safety regulations, have been recently serviced, checked for safety and have clear instructions for use.
- 1.5 Tate Partnership will prepare written particulars of the Property (based on the details contained the Agreement), and market the Property to prospective tenants. Tate Partnership will use its reasonable endeavours to find a tenant, but Tate Partnership is under no obligation to find a suitable tenant for the Property, and, as such, will not be liable for any failure to do so. The Landlord is referred to clause 9 of the General section of the Agreement forming part of the Terms of Business. It is the Landlord's responsibility to disclose all information to Tate Partnership;
- 1.6 As part of the marketing of the Property Tate Partnership will erect a To-Let board at the Property and advertise by whichever medium deemed appropriate. It is your responsibility to notify us in writing if you have previously agreed not to erect a To-Let board with the freeholder or other interested party, or local bye-laws or conservation area restrictions prevent the erection of a Board. When a suitable tenant has been found we will replace the To Let Board with a "Let By" marketing board (subject to the provisions of the Town and Country Planning (Control of Advertisements Regulations 1992);
- 1.7 Arrange for the preparation of an inventory by a third party firm when the Landlord has requested in writing which will be subject to the charges referred to in Additional Charges at Schedule 1 in the Terms of Business. Tate Partnership will not be liable for any loss suffered if the Landlord does not have a fully comprehensive Inventory. Tate Partnership is not liable for errors or omissions made by the instructed firm.
- 1.8 Prepare an appropriate Tenancy Agreement at the Landlord's expense as shown in Additional Charges and arrange for a copy to be signed by the Tenant and a copy to be signed by the Landlord. Tate Partnership will not sign the Tenancy Agreement on the Landlord's behalf (as Tate Partnership' employees are not authorised to sign), therefore the Landlord (or person duly authorised by the Landlord) will need to attend Tate Partnership offices to sign unless the Landlord requests in writing that the document will be sent to him. The Landlord must ensure that his signed copy is received by Tate Partnership before the start of the Tenancy. If a third party signs on behalf of the Landlord Tate Partnership will require a certified copy of a Power of Attorney before that person signs the document. Landlords who instruct their own solicitors to prepare a Tenancy Agreement will be responsible for their solicitor's fees. Tate Partnership will not check the document for accuracy and cannot be held responsible for any errors;
- 1.9 Tate Partnership can serve notice including Notice under section 21 of the Housing Act 1988 which is required to gain possession of a Property let on an Assured Shorthold Tenancy if the Tenant is not in breach upon written request and if Tate Partnership do not manage the Property and payment of our administration fee as shown in Additional Charges.
- 1.10 If the Tenant complains to the local authority about lack of repair or maintenance at the Property and an Order is served on the Landlord to repair the Landlord will not be able to serve a valid Section 21 Notice for a further six months. This may affect the ability of the Landlord to gain possession. A Section 21 Notice will also be invalid if the Tenant is not in receipt of any of the following: a current EPC, Gas Safety Certificate and the "How to Rent" handbook. Tate Partnership have no liability in such circumstances if the Property is not managed or if insufficient funds or instructions have been received to ensure maintenance work or repairs are carried out;
- 1.11 If there are any breaches of the Tenancy, it will be the Landlord's responsibility to seek legal advice and take all steps necessary to gain possession. The Landlord will be liable for all fees incurred.

Schedule 2: Rent Collection

The Service includes all the points specified in the Agreement and the Brochure at Schedule 1 above in addition to the following:

- 2.1 Payments received will be sent to the Landlord within ten working days after receipt of cleared funds, less agreed commission, fees and additional charges, into the nominated bank or building society account given in the Confirmation of Instruction. If the Rent is paid by cheque, due to the present banking arrangements it may take longer to process the funds;
- 2.2 Tate Partnership are not responsible if the Tenant fails to pay any sum due under the Tenancy Agreement unless it is due to negligence or breach of contract. Tate Partnership will however take action in the Landlord's name to recover unpaid monies by serving the appropriate letter twice and making two telephone calls requesting payment to the Tenant. If this does not have the desired effect Tate Partnership will advise the Landlord in writing to instruct solicitors to take further action. The Landlord will be responsible for any legal charges and expenses incurred;
- 2.3 Tate Partnership advise all landlords to have a facility with their Bank to take account of differing rent payment dates, void periods or default by the tenant. Tate Partnership are not liable for any delay in payments being received by the Landlord due to delay or default by the tenant, delays in the banking system or for any other reason.

Schedule 3 Managed

In addition to the above Tate Partnership will provide the additional services as shown below and specified within the Agreement:

- 3.1 As the Agent of the Landlord Tate Partnership is responsible for finding a Tenant for the Property and dealing with all aspects of the Tenancy during the term of the Tenancy and any extension of it. To avoid doubt between the parties the fees and commission of Tate Partnership remains payable for the duration of the Tenancy and any extension of it as a fixed term, continuation, renewal or assignment of the Tenancy or a periodic Tenancy. If Tate Partnership is not instructed to continue managing the Property the fees and other charges will continue to be payable as shown below and in the Agreement for Letting or Letting and Rent Collection;
- 3.2 Under the Management Service Tate Partnership will arrange for the professional cleaning of the Property prior to the commencement of any Tenancy but will not arrange this service if the Landlord is using the Letting and Rent Collection Service unless the Landlord agrees in writing to pay the costs of cleaning (which will be advised to the Landlord and depends on the size of the Property);
- 3.3 Under the Property Management Service Tate Partnership will deal with the day-to-day maintenance of the Property. Wherever possible, if the works are of an exceptional nature rather than day to day maintenance an estimate will be obtained and submitted to the Landlord for approval prior to Tate Partnership instructing the relevant contractor and deducting the funds from the repair fund or Rent;
- 3.4 The Landlord is expected to respond to Tate Partnership promptly with written approval to instruct contractors or alternative orders upon Tate Partnership submitting the estimates by email or first class post. If Tate Partnership do not hear from the Landlord within three days and the cost is less than £500 including VAT Tate Partnership will make the decision whether or not to proceed with the works and the Landlord will be responsible for any incurred costs. If the amount exceeds £500.00 including VAT Tate Partnership will not proceed without the Landlord's written approval unless it is an emergency (risking significant damage to the Property, breach of statute, or the risk of the life or serious injury of an individual); or it would result in a major breach of the Tenancy Agreement. In such circumstances every attempt will be made to contact the Landlord however if the Landlord is unobtainable or cannot send written approval immediately for the works to be carried out then Tate Partnership will authorise the works under the terms of this Agreement and the Landlord agrees to Tate Partnership utilising the repair fund and/or the rent monies to cover the costs. All reasonable steps will be taken to protect the Landlord's interest in the case of an emergency;
- 3.5 Tate Partnership check the professional qualifications of all contractors together with any employer's liability insurance and public liability insurance copies of which must be produced to Tate Partnership annually. The Landlord is liable for all invoices from contractors if no funds are held. Tate Partnership have no liability for outstanding invoices from contractors;
- 3.6 Tate Partnership may receive fees from a contractor instructed on the Landlord's behalf. This arrangement does not affect the quality of the work or the service provided. Such fees are retained by Tate Partnership towards administration costs;
- 3.7 Tate Partnership will use a particular contractor requested by the Landlord provided the person is readily available and where Tate Partnership holds or is able to obtain copies of their professional qualification, public liability and employers' liability insurance if applicable. If any damage is caused by the negligence or failure of tradesmen specified by the Landlord Tate Partnership will not be liable for any loss suffered;
- 3.8 Tate Partnership will try to arrange a mutually convenient time for contractors to meet the Tenant when attending the Property to undertake work. Tate Partnership will not be liable for any loss or damage suffered if Tate Partnership is unable to carry out repairs or maintenance because insufficient funds are held unless the loss or damage is due to the negligence or breach of contract of Tate Partnership;
- 3.9 Tate Partnership will carry out routine visits at the Property as specified in the Agreement provided the Tenant grants access. If access is not granted the Landlord will be informed and it will be the Landlord's responsibility to take legal advice and inform Tate Partnership of any actions that should be taken. The Landlord will be informed of any problems which are identified during the visits. These visits only cover obvious problems and not structural defects. Tate Partnership do not accept responsibility for problems and defects in the Property which are not immediately apparent or for failure to note anything concealed from Tate Partnership. Additional visits can be carried out if requested by the Landlord or his appointed representative subject to additional charges;
- 3.10 Tate Partnership will make every attempt to ensure that the Tenant abides by the terms of the Tenancy Agreement. If Tate Partnership becomes aware of any breach or potential breach that they cannot manage they will inform the Landlord. If legal action is required Tate Partnership will advise the Landlord to instruct specialist solicitors to take further action. The Landlord will be responsible for any legal charges and expenses incurred;
- 3.11 Tate Partnership will contact the Landlord towards the end of the initial fixed Term to find out if the Tenancy should be renewed and to agree any renewal instructions. Tate Partnership will review the rent and advise if a rent increase is possible or desirable depending upon current market conditions. The Landlord must confirm in writing if the Tenancy is to be renewed, continued as a periodic Tenancy or if notice is to be served. On receipt of the Landlord's instruction Tate Partnership will contact the Tenant to see if they will agree to the proposed renewal or continuation and will carry out any negotiating on the Landlord's behalf;
- 3.12 If the Landlord does not wish to renew or extend the Tenancy at the end of the fixed Term, and if requested to do so in writing, Tate Partnership will **serve notice** under Section 21 of the Housing Act 1988 to end the Tenancy or for a Non-Housing Act Tenancy a Notice to Quit. Tate Partnership will need to be given at least ten weeks' notice of the termination. Tate Partnership cannot be held liable for any delay in getting possession if the Landlord provides insufficient time for service of the notice or the tenant fails to vacate at the end of the fixed term or according to a break clause;
- 3.13 Tate Partnership will arrange a Check Out of the Inventory and Schedule of Condition if requested in writing at the Landlord's expense. The Landlord must give Tate Partnership at least ten weeks' notice of the termination of the Tenancy and Tate Partnership will arrange the Check Out and provide the Landlord with a copy of the report;
- 3.14 Tate Partnership will collect and hold a Deposit from the Tenant against any breach of the Tenancy Agreement by the Tenant. Full details are provided below. When the written consent of both the Landlord and Tenant is received by Tate Partnership and subject to any agreed deductions the Deposit will be returned to the Tenant at the end of

the Tenancy or agreed amounts are deducted and forwarded to the Landlord less the cost of any works carried out by Tate Partnership on the Landlord's behalf. Under the Letting Service and Rent Demand Service Tate Partnership will not negotiate in any dispute between the Landlord and the Tenant who must come to some agreement or inform Tate Partnership that there is a dispute and the matter should be referred to deposit scheme for adjudication;

3.15 Tate Partnership will endeavour to obtain a forwarding address for the Tenant at the end of the Tenancy to give to the water company to comply with the Flood and Water Management Act 2010. The Landlord may be liable to settle payment of the final water account if no forwarding address has been supplied. Tate Partnership 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.

3.16 During void periods when the Property is not tenanted, it will be the Landlord's responsibility to pay all the regular outgoings. If the Landlord would like Tate Partnership to pay these invoices or other demands on the Landlord's behalf a budget should be provided to Tate Partnership and payments made by standing order which should be agreed by separate negotiation and in writing. Payment will not be made if cleared funds are not held. This service is only available where the Full Management Service is selected; but may be available for the Service shown at Schedule 1 and 2 upon written request and subject to an additional administration fee.

Schedule 4: Deposits

4.1 At the start of a Tenancy the Agent will collect a deposit ("the Deposit") from the Tenant equal to five weeks rent. This is held by the Agent as Stakeholder in the Client Account or send it to the relevant deposit protection custodial scheme unless prior arrangements have been made in writing. This means that the Agent can only deduct amounts from the Deposit if both the Landlord and the Tenant agree preferably in writing. The conditions and terms are as shown below:

4.2 If the Tenancy is an Assured Shorthold Tenancy ("AST") the Agent will give the tenant and any relevant person ("Relevant Person") such as a guarantor or a third party providing the Deposit prescribed information about the Deposit and comply with the initial requirements of the relevant tenancy deposit protection scheme within the statutory time limit which is thirty days;

4.3 If alternative arrangements have been made for the Deposit to be held by the Landlord, it will be the Landlord's responsibility to serve the prescribed information and comply with any other requirements of the relevant deposit protection scheme. Failure to do so means the Landlord will be unable to serve a section 21 Notice; and the tenant may apply to the Court for the return of the Deposit and compensation of up to three times the amount of the Deposit;

Deposit Protection Service;

The Agent will hold the Deposit/ The Deposit will be held by the Deposit Protection Service, under the terms of the Deposit Protection Service ("DPS");

The Agent is a member of the DPS which is administered by:

The DPS

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Phone: 0330 303 0030

Email: contactus@depositprotection.com

Website: www.depositprotection.com

Schedule 5: Landlord's Obligations

Ownership

5.1 By signing the Agreement of which the Brochure forms part the Landlord confirms he is the owner of the Property.

Incorrect Information

5.2 The Landlord warrants that all the information he has provided to Tate Partnership is correct to the best of his knowledge and belief. If the Landlord provides incorrect information to Tate Partnership which causes Tate Partnership to suffer loss or causes legal proceedings to be taken the Landlord agrees to reimburse and compensate Tate Partnership for all losses suffered.

Consent to Let and Leasehold Property

5.3 Approval to let a Property is often a requirement of any mortgage. The Landlord must provide Tate Partnership with any conditions of the lender prior to the Tenancy Agreement being drawn up. Conditions cannot be added at a later date. In addition if the Property is leasehold the freeholder or the managing agent may require details of any potential letting. The owner must ensure that any lender, freeholder, managing agent or other relevant party's permission has been obtained before entering into a tenancy. Various periodical payments may arise for a leasehold property. It is the responsibility of the Landlord to pay them. Tate Partnership take no responsibility for payments unless a separate written contract has been concluded with the Landlord to make Tate Partnership responsible to make payments if funds are held. If no funds are held Tate Partnership have no liability for any losses suffered by the Landlord.

Insurance

5.4 The Landlord is responsible for making their own arrangements to insure both the building (unless it forms part of the service charges payable for the Property); and any contents left in the Property including but not limited to carpets and curtains. It is strongly advised that that the Landlord's insurance policies include comprehensive public liability insurance cover in case of a claim from a tenant or other third party. The Tenant must be made aware of any special conditions of the Landlord's insurance policy with which he must comply. Copies of the relevant sections of the policy should be given to Tate Partnership prior to the start of the Tenancy. It is important that the insurance company is aware that the Property will be rented out otherwise any claim may be refused and the policy rendered void. The Tenant will be responsible for insuring his own contents.

Gardens

5.5 It is the Tenant's responsibility to maintain the garden (if applicable) in a neat and tidy condition and ensure the lawns are cut regularly throughout the term of the Tenancy. The Landlord should ensure that the garden, if applicable, is in good seasonal condition at the start of the Tenancy, details of which to be shown in the Inventory and Schedule of Condition.

5.6 Rent

5.6.1 The rent will be charged as shown in the Tenancy Agreement; and will be due on the same date of each agreed period payable in advance. Rent is paid by Tate Partnership to the Landlord after the rent payment date to allow for monies to clear in the bank account of Tate Partnership. No interest will be paid to the Landlord on either rent or deposit monies held. The Landlord should arrange a facility with his bank to ensure that outgoings are paid allowing for change of rent payment date, void periods or non-payment of rent.

5.6.2 If the Tenant pays until the end of a fixed term or according to the termination dates shown in a break clause but vacates the Property at an earlier date and surrenders the Tenancy any funds are not apportioned and returned to the Tenant unless they form an overpayment. Under such circumstances we can provide advice regarding reimbursement of funds to the Tenant.

5.7 Inventory and Schedule of Condition and Special Surfaces

5.7.1 Prior to the start of the Tenancy Tate Partnership will instruct an inventory clerk to produce a full Inventory and Schedule of Condition at the Landlord's expense unless informed in writing not to do so. Subject to fair wear and tear a Landlord should expect the Property to be returned in a condition similar to that as described in the Inventory and Schedule of Condition. At the end of the Tenancy a check out will be conducted by the inventory clerk who will then produce a damage report. If the Landlord does not have a comprehensive Inventory it may not be possible to prove any damage therefore no compensation would be recoverable from the Deposit. The Property should be cleaned thoroughly prior to the Inventory and Schedule of Condition taking place.

5.7.2 Cleaning and maintenance instructions for all special surfaces such as worktops, limestone flooring or wooden worktops and floors must be left in the Property and noted in the Inventory. Failure to provide written instructions may affect the Landlord's ability to obtain compensation for the deterioration of a surface or any damage caused by unsuitable cleaning or other products.

5.8 Repairs and Decoration

5.8.1 Landlords are responsible for repairs to the Property and equipment which result from wear or maintenance requirements rather than abuse by the Tenant. The Landlord is responsible for the exterior decoration of a Property although this may be arranged through the manager of the building if the Property is a flat and charged through service charges. In such circumstances the Landlord will pay for the maintenance and decoration of common parts through service charges. The Tenant must contact either Tate Partnership or the Landlord to obtain consent before carrying out any redecoration or changes to the Property except in an emergency. Tate Partnership do not arrange repairs if the Property is not managed. If Tate Partnership manage the Property and instruct a contractor to carry out repairs Tate Partnership will give orders to the contractor as the agent of the Landlord. The Landlord is liable for the payment to the contractor.

5.8.2 The Homes (Fitness for Human Habitation) Act 2018 will entitle a tenant to take legal action against a landlord if the Property is not deemed by the Tenant to be fit for human habitation. If a judge finds in favour of the Tenant then an order will be imposed upon a landlord stating what works must be carried out. The Landlord may have all the legal costs awarded against him in addition to any costs he incurs. Tate Partnership will endeavour to ensure that the Property is fit for human habitation if the Management service is used. Otherwise it will be the responsibility of the Landlord to ensure all repairs are carried out promptly and that the Property remains fit for habitation throughout a tenancy. We have no liability for any losses suffered if the Landlord fails to ensure the condition of the Property meets any criteria under the Housing Health and Safety Rating System under the Housing Act 2004 which may be used as evidence in proceedings under the above Act.

Taxation

5.9 The Landlord will be liable for tax on income arising from letting the Property and must inform Her Majesty's Revenue and Customs ("HMRC") that the Property is being let. The following points should be noted:

5.9.1 General: Many costs incurred by the Landlord can be off-set against income tax including the commission of Tate Partnership and other expenses. It is in the Landlord's best interest to seek qualified advice from a tax adviser, or an accountant. Further information is also obtainable from the website of Her Majesty's Revenue and Customs ("HMRC") on www.hmrc.gov.uk. It is the legal duty of all landlords to ask HMRC for a Tax Return including the relevant schedules for residential lettings;

5.9.2 Landlords overseas: From 6 April 1996 letting agents, (or the tenant where there is no rent collection agent), acting for a non-resident landlord must deduct tax from the landlord's UK rental income and pay the tax to HMRC. This must be done for each quarter in the tax year i.e. 30 June, 30 September, 31 December and 31 March. Letting agents and tenants do not have to deduct tax from the rental income of a non-resident landlord if HMRC has written to approve the Landlord receiving the rental income without deduction of tax. Non-resident landlords can apply to HMRC

for approval to receive their UK rental income with no tax deducted or complete the forms on the website above which can be found by going to the HMRC link: www.gov.uk/tax-uk-income-live-abroad/rent.

5.9.3 Approval from HMRC does not exempt the Landlord from paying tax on rental income it merely allows the Landlord to receive his income gross and complete a tax return detailing all the income from rent together with the relevant expenses in due course. If Tate Partnership has to retain tax from the rental income and pass it to HMRC on the Landlord's behalf an administration charge will be made.

5.9.4 The Landlord must notify Tate Partnership of his residency prior to the start of the Tenancy. The Landlord must advise Tate Partnership of his residency prior to the start of the Tenancy. Tate Partnership advise the Landlord to obtain an approval number from Her Majesty's Revenue and Customs ("HMRC") if he or she is not resident in the UK for more than six months in the tax year; otherwise legally the Tenant or Tate Partnership may have to deduct tax at basic rate from the rent before forwarding the rent to the Landlord and pass it to HMRC on the Landlord's behalf. Further details can be obtained from the HMRC link which is: www.gov.uk/tax-uk-income-live-abroad/rent;

Utilities and Council Tax

5.10.1 Water Rates including sewerage and environment charges: The Tenant will be responsible for the water rates whether metered or not. Tate Partnership will inform the relevant water authority to produce a final account for the Landlord at the start of the Tenancy if Tate Partnership manage the Property provided the Landlord has given Tate Partnership the name and address of the supplier and the account Tenants name, providing the supplier will accept details from the Agent or unless it is otherwise agreed in writing that the Tenant will notify the suppliers. If Tate Partnership do not manage it is the responsibility of the Landlord to terminate any accounts held in his name. The Landlord should be aware that the Flood and Water Management Act 2010 states that if a forwarding address is not provided for the Tenant then the Landlord may be liable for the final water bill. Currently this section of the Act is not enforceable but it can become law at any time. If Tate Partnership do not manage the Property then the liability to ensure that a final address is given to the water company falls on the Landlord.

5.10.2 Telephone broadband, satellite and cable: The Landlord must inform telephone, broadband satellite and cable companies that the accounts should be terminated and request a final account. Usually telephone companies especially BT refuse to take instructions from an agent. There may be the possibility of telephone disconnection or a delay in having the service reconnected at the end of the Tenancy depending upon the actions of the Tenant. Tate Partnership will try to have the original number transferred back to the Landlord if the Property is managed but take no responsibility if this is not possible. In such circumstances a change of number may take place. Tate Partnership will use its best endeavours to obviate such difficulties, although the telephone company may refuse to deal Tate Partnership. No liability will attach to Tate Partnership in these circumstances.

5.10.3 Electricity and Gas: Tate Partnership will take electric meter readings using an inventory clerk at the start of the Tenancy and inform the companies of the change of names and addresses on the accounts. A final account will be sent to the Landlord and the Tenant will pay all future bills during the Tenancy. At the end of a Tenancy, in the absence of a new tenant, Tate Partnership will transfer the accounts back into the Landlord's name.

5.10.4 Tate Partnership will inform the local authority of the change of occupier and request that the account be transferred into the name of the tenant or occupier. The Landlord should be aware that if the Tenancy continued after the fixed term as a periodic tenancy then some local authorities deem the liability for council tax reverts to the owner being the Landlord. The Landlord must seek reimbursement from the Tenant. We have no liability if the Tenant fails to recompense the Landlord.

Mail

5.11 It is in the Landlord's interest before vacating the Property to arrange with the Post Office for re-direction of personal mail, as neither the Tenant nor Tate Partnership (if applicable) can be held responsible for mail addressed to the Landlord at the Property which may subsequently go astray.

Re-Letting

5.12 The Landlord must advise Tate Partnership at least ten weeks before expiry of the current Tenancy as to whether or not the Property is to be re-let to the existing Tenant or a Notice to terminate the Tenancy is to be served. Tate Partnership is able to serve a Notice on the Landlord's behalf. An administration charge will be made if Tate Partnership do not manage the Property for drawing up the renewal document. The renewal fees will also be charged for the whole period if the Tenant remains in occupation.

Structural Defects

5.13 The Landlord agrees to notify Tate Partnership in writing of all structural defects at the Property prior to the commencement of a Tenancy and will arrange rectification promptly.

Furniture, Furnishings, other Safety Regulations Smoke Detectors and Carbon Monoxide Alarms

5.14.1 Landlords must be aware of legislation which is covered by the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993. The Consumer Protection Act 1987 Section 12(1) and the 1988 Regulations make it an offence to "supply" in the course of a business (in the case of a Landlord not living in the Property) any item that is not safe. The Regulations apply to a let Property which means that upholstered furniture must carry a permanent label. Any furniture manufactured before 1st January 1950 is excluded as the filling used at that time was not toxic if it caught fire, although if an item has been re-upholstered proof will be required that the item complies with current Regulations.

5.14.2 The Department of the Environment Building Regulations governing the installation of smoke detectors applies to any new building from June 1992. All new homes must be fitted with mains operated smoke detectors, installed on every floor which must be interlinking. See below for older properties.

5.14.3 Older properties apart from House in Multiple Occupation ("HMO") do not need to conform to the above building regulations; but the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 specify that the

Landlord must install one battery operated smoke detector on each floor of every property unless there is mains wired alarm system where there is living accommodation (which will include a mezzanine floor with for example a bathroom). The Landlord should be aware that the alarm must be tested at the start of each new Tenancy to ensure it is in working order. If Tate Partnership let the Property such test will be carried out on a Landlord's behalf at the start of the Tenancy but not on renewal if Tate Partnership do not manage the Property. Tate Partnership can arrange for the installation of smoke detectors at the Landlord's request subject to an administration fee; and will not let any property where smoke alarms have not been installed.

5.14.4 New European Regulations apply to the installations for raising and lowering of blinds; and the movements of curtains across windows. All new blinds and curtains being installed by a contractor will have fixed cords or ball bearing pulls to prevent the danger of asphyxiation to a young child; and a warning notice with the purchasing material. The Landlord should ensure that any blinds or curtains that he has fitted comply with current Regulations. Tate Partnership have no liability if he fails to do so.

5.14.5 To comply with the Health and Safety Executive's Code of Practice the Landlord must carry out a risk assessment for legionella at the Property prior to letting.

5.15 Safety of Electrical Supply and Appliances

5.15.1 All electrical systems should be maintained in order to prevent, as far as reasonably practicable, any danger. If the Property is a House in Multiple Occupation ("HMO") the Landlord has a legal duty to have all the wiring inspected every five years to ensure it is safe. This requirement is expected to be extended to all rented property during 2019. It is also best practice to have all electrical appliances checked to ensure they are safe for use because under the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994 any appliance supplied by the Landlord or the Agent must be safe. Tate Partnership can arrange for a qualified electrician to check the supply and appliances, upon written request. The cost of the check will be the responsibility of the Landlord. If the Landlord chooses to have the supply and all earthed items checked by their own preferred contractor it must be undertaken by a competent person possessing and understanding the correct equipment.

5.15.2 Landlords must ensure that instruction booklets and explanation notes for safe use are available at the Property for all appliances otherwise the appliance would have to be removed.

5.16 Gas Safety Regulations 1998

5.16.1 All gas appliances flues and pipe-work must be checked prior to the start of the Tenancy and annually thereafter and a copy of the Gas Safety certificate provided to the Tenant at the start of the Tenancy. If the Gas Safety Certificate is not produced at the start of the Tenancy the Landlord will be unable to serve a Notice under Section 21 of the Housing Act 1988 to obtain possession if it is an Assured Shorthold Tenancy. When the gas safety certificate is renewed copies must be served on each person forming the Tenant. It is not sufficient to fulfil the requirements by leaving a copy in the Property. If we manage the Property, we will ensure compliance at the start of the Tenancy and annually thereafter by arranging the safety check at the Landlord's expense. However, if any other Service is used it is the responsibility to arrange all gas safety checks and serve the relevant documentation on the Tenant. Tate Partnership has no liability if the Landlord fails to do so.

5.17 Energy Performance Certificate ("EPC")

5.17.1 All rented Property must have an EPC and since April 2018 the minimum rating must be an "E" otherwise the Property cannot be let. An EPC lasts for ten years after which it must be renewed. Tate Partnership will provide a copy of the EPC to the Tenant at the start of the Tenancy and if the Property is managed will arrange a further inspection by a Domestic Energy Assessor to ensure that there is always a valid EPC. If we do not manage the Property the Landlord has the responsibility to renew an EPC if relevant. Failure to have a valid EPC may mean that a section 21 Notice cannot be served.

5.18 Housing Health & Safety Rating System ("HHSRS")

5.18.1 The intention of the HHSRS is to ensure that owners maintain their properties in a safe manner which means they must be free from hazards that may affect the occupier's health and or safety. The Environmental Health Officer if called to a Property will review the Property to ensure there is no risk of any hazard to the Tenant and if necessary take enforcement action by serving the relevant notice on an owner. Owners are obliged to comply with the terms of improvement notices or prohibition orders which are subject to rights of appeal. If Tate Partnership is instructed as the Agent the Landlord must ensure that Tate Partnership is able to arrange necessary work and ensure that adequate funds are available to do so to comply with any notice or order.

5.19 Council Tax

5.19.1 The Tenant has the liability for payment of Council Tax, as stated in our Tenancy Agreements. However the Landlord has the responsibility for Council Tax during any void period. See also 5.10.4 above.

5.20 Empty Properties

5.20.1 Tate Partnership does not undertake the management of empty properties, whether this occurs prior to the commencement of a Tenancy or between tenancies however so arising unless special arrangements are agreed in writing which will be subject to an additional fee to be agreed between the parties. It is important that the Landlord informs his insurance companies about any periods where the Property is empty and complies with any conditions imposed by the insurer.

5.21 Immigration Act 2014

5.21.1 The Immigration Act 2014 imposes an obligation on the Landlord to check the passport or other identity documents of all adults (aged 18 years and over) who will be residing at the Property at the start of the Tenancy or thereafter. The person must be in the presence of the Landlord or the Agent to check that any person who requires a visa or work permit holds the valid authorisation and is complying with its terms. Tate Partnership will check this information at the start of the Tenancy but if Tate Partnership do not manage the Property it will be the responsibility of the Landlord to ensure that the work permit or visa is renewed every twelve months or the date of renewal of the

visa or work permit if later and the relevant Right to Rent checks are carried out by the Landlord on any new or additional residential occupiers at the Property. Tate Partnership has no liability if the Landlord fails to do so;

5.22 Referencing

5.22.1 Where the Agent is instructed to do so in writing we will where it is possible to do so take up suitable references and/or credit references for your approval. In the event the fee for referencing cannot be charged to the Tenant the Landlord will be liable for this fee. Tate Partnership will instruct an independent approved referencing company to carry out the reference checks. The Agent accepts no liability for the accuracy of the information or any loss the Landlord may suffer as a result of accept an applicant as a Tenant.

5.23 Withdrawal from an Offer

5.23.1 If the Landlord instructs Tate Partnership to proceed with a proposed Tenancy and subsequently withdraw the instructions; the Landlord agrees by signing this Agreement to meet some of the costs and the expenses incurred. It is advised that it may not be possible to withdraw from the proposed Tenancy where an offer has been accepted. If the Landlord refuses to proceed the Tenant could take legal action against the Landlord for any losses suffered. If a prospective Tenant agrees to accommodate your request you should expect to meet reasonable costs and expenses incurred by him or her.

5.24 Rent Arrears or Breach of Covenant

5.24.1 It is the responsibility of the Landlord to take all necessary steps to ensure that actions are taken to protect their interests. To include but not limited to instructing solicitors, commencing legal proceedings to recover arrears of Rent or other legal proceedings and arbitrations that may be brought against the Landlord in connection with the Property. All costs and disbursements incurred including legal costs will be payable by the Landlord. If Tate Partnership are instructed to attend a tribunal or Court proceedings then an administration charge including VAT per hour will be made.

5.25 Reimbursement of the Agent

5.25.1 The Landlord must keep Tate Partnership reimbursed and indemnified for and against any claim, damage, expense or liability whether criminal or civil suffered by Tate Partnership from and during the time that Tate Partnership is or were acting on the Landlord's behalf unless it is due to the negligence or breach of contract of Tate Partnership. For the avoidance of any doubt Tate Partnership reserves the right to have work carried out on the Landlord's behalf and to charge for that work to ensure that the Landlord fulfils all contractual and statutory obligations as a landlord. If any Notice is served on Tate Partnership under the Housing Health and Safety Rating Scheme of the Housing Act 2004 requiring Tate Partnership to carry out any work, repairs or maintenance of the Property the Landlord will reimburse Tate Partnership promptly on written demand for all costs expenses and fees incurred.

5.26 Sub-Contractors

5.26.1 Any other party, including but not limited to, external inventory clerks, electrical or water engineers, builders or surveyors, Domestic Energy Inspectors, or solicitors who Tate Partnership instructs will be instructed on the Landlord's behalf. The Landlord is the contracting party and will be liable for the payment of that sub-contractors invoices, fees, charges or other expenses. The Agent is not responsible or liable for the quality of their work.

5.27 Changes in Legislation

5.27.1 In the event that the law changes to prohibit fees being charged to the Tenant the Landlord will become responsible to pay these fees to the Agent. This will include but is not limited to referencing fees. Administrative fees in drafting Tenancy Agreements and for Inventory and Schedule of Condition Check in/ Check out.

5.28 Housing Act and House in Multiple Occupation

5.28.1 If there is more than one household in the Property meaning the people living there are not related the Property will be known as a House in Multiple Occupation ("HMO"). Depending upon the number of unrelated occupiers the Property may require a licence from the local authority. Some local authorities impose selective licences are required for all properties which are to be let. It is up to the Landlord to make enquiries and gain the licence from the local authority. Tate Partnership will not let out the Property if a licence is needed and has not been obtained. The Agent will not accept liability for any failure of the Landlord to obtain the relevant licence or failure of the Landlord where they have not met the requirements set by the local authority in obtaining the licence.

5.29 Indemnity

5.29.1 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 a 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.

5.30 Jurisdiction and Service

5.30.1 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.

5.30.2 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 5.00pm 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 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 or by e mail at the e mail address supplied from time to time by either party. The address for

service for the Landlord will be the contact address specified in the Particulars in the first section of the Terms of Business and the address for service for us will be Tate Partnership

5.31 Termination

Either party has the right to terminate this Agreement in writing:

- 5.31.1 upon the Tenant's vacation of the Property or the end of the Tenancy whichever is the later;
- 5.31.2 if Tate Partnership breaks any important term or condition of contained in this Brochure or the Agreement during the Term of a Tenancy 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;
- 5.31.3 if the Landlord is in major breach of any of the terms contained in this Brochure or the Agreement or if the Landlord does or does not do something which makes it impossible, impracticable or illegal for Tate Partnership to continue to perform the obligations under this Brochure or the Agreement.
- 5.31.4 Either party carries out or suggests that the other should carry out any form of unlawful discrimination.
- 5.31.5 If Tate Partnership terminates the Agreement with the Landlord for any reason the Landlord will remain liable for Commission at the Let and Rent collection only percentage as described above and for any fees or costs Tate Partnership might incur in transferring obligations to the Landlord or to another nominated party.

5.32 Uses of Information and the General Data Protection Regulations

- 5.32.1 Our Privacy Policy is shown on our website. To prevent any unauthorised access to or use of personal data, Tate Partnership has the responsibility to keep the Landlord's personal information and that of any tenant or occupier confidential. We will only use the personal information of the Landlord if we have a legitimate interest such as fees are not paid and Tate Partnership wishes to refer the matter to a solicitor; or if Tate Partnership are specifically required to divulge the information by law; or to pass it to a government agency by law; or to comply with any terms of this Agreement;
- 5.32.2 We will retain the Landlord's details for marketing purposes for 5 years unless the Landlord informs us in writing that those details should be deleted unless we are required to keep any of the information for legitimate purposes such as legal use or for reporting to HMRC;