



137 Kings Road
Brentwood, Essex
CM14 4DR

01277 220819
lettings@HS-EstateAgents.co.uk

Dear

RE:

Please see attached our landlords Terms and Conditions.

To place your property on the market, we will require the following documents from you:

1. Completed Instruction to Act (enclosed) for your signature.
2. Original photo ID for each owner and proof of address.
3. Proof of ownership – Land Registry document
4. A valid Energy Performance Certificate (EPC minimum rating E)
5. A valid Gas Safe Certificate for the property (GSC).
6. A valid Electric Insulation Condition Report (EICR).

Please note! We cannot market your property without all the above documentation.

Please see enclosed our Scale of Fees and against the related service provided.

Rest assured if you were to select D&N Property Management to look after your property, it would be in safe hands.

TERMS OF BUSINESS

CONTENTS

INSTRUCTION TO ACT & ACCEPTANCE FORM	3
Choose your package option 1	4
Choose your package option 2	5
Additional Landlord Charges Schedule	6
Transfer of Rents	7
Landlord-tenant disputes	7
Insurance	7
Building Insurance	7
Contents Cover	7
Rent Guarantee Insurance	8
Inventories and Schedule of Condition	8
Repairs (Fully Managed service only)	8
Tenancy deposit protection	8
Incorrect information	9
Consent to let	9
Legionella Risk Assessments	9
Relevant insurance	9
Furniture and Furnishing Safety Regulations 1993	9
Gas Safety (Installation and Use) Regulations 1998	9
Fees	10
Electrical safety regulations	10
Completing the Tenancy Agreement	10
Section 13	11
Preparation of the property	11
Tax	11
Tax Overseas Landlords	11
Water Act 2003 and utilities	11
Utilities	12
Empty properties	12
Termination of contract	12
Rent arrears and property	12
Data Protection Regulations	13
Money Laundering	13
Property Purchase	14
Cooling-Off Period	14

D&N Property Management (UK) (hereinafter referred to as 'D&N Property Management') offers Letting and Management services for residential tenancies.

D&N Property Management is fully compliant with all current legislation, to The Office of Fair Trading (OFT) and The Property Ombudsman (TPO) and carry out our responsibilities professionally and thoroughly.

If you require further information, please don't hesitate to call us on 01277 220819, or alternatively send an email to lettings@HS-EstateAgents.co.uk. **For transparency, charges are outlined in bold throughout.**

INSTRUCTION TO ACT & ACCEPTANCE FORM

Landlord(s) Details:	
Owner 1:	
Corresponding address:	
Telephone number:	
Email:	
Owner 2:	
Corresponding address:	
Telephone number:	
Email:	
Owner 3:	
Corresponding address:	
Telephone number:	
Email:	
Rental Property:	
<p>Declaration I/we hereby appoint D&N Property Management (UK) Ltd as my/our Agent to act on my/our behalf in respect of the above property for the duration of the tenancy and hereby agree fully to the Terms of Business attached hereto and have signed the further confirmation on page 2.</p> <p>I/we confirm that I/we are the sole owner(s) of the property and, unless otherwise advised, are resident within the UK.</p>	
Signed by Owner 1:	
Signed by Owner 2:	
Rental Option Required	
Date:	

Option 1

Find a Tenant Service with Moving In Compliance

- | | |
|---|---|
| <ul style="list-style-type: none"> Visit the property and carry out a valuation for rental price. Prepare marketing details. Verification of landlord's ID. Photography and Floor plan. Advertise the property on company website, all main portals including Rightmove, Zoopla, On The Market and Prime location, plus social media platforms. Promote property in house. Pre-qualify applicants and book viewings. Accommodate viewings. Liaise feedback to landlord's post viewing. | <ul style="list-style-type: none"> Submit and negotiate offers. Progression of rental documentation. Tenant Referencing. Right to rent and sanction checks. Certify tenant's ID. Pre move in inspection including legionnaires certificate. Arrange inventory report with an independent company. Preparation of the tenancy agreement. Collection of deposit and move in monies. Register the deposit and provide certification. |
|---|---|

Fees for the above service are three and a half weeks rent + vat.

Right to Rent verification and Referencing for each tenant £125.00 + vat or £200 + vat per couple.

Deposit Registration and Certificate £60.00 + vat.

Property Inventory (unfurnished) prices:

Studio from £140.00	Check Out from £120.00
One Bedroom from £150.00	Check Out from £140.00
Two Bedroom from £160.00	Check Out from £150.00
Three Bedroom from £180.00	Check Out from £160.00
Four Bedroom from £200.00	Check Out from £180.00
Five Bedroom from £230.00	Check Out from £200.00

Furnished Inventory prices upon request

All inventory prices + vat

Option 2

Find a Tenant Service Fees with Full Management Service + Vat

Including the full service of finding a tenant along with a wide range of services provided

- | | |
|--|---|
| <ul style="list-style-type: none"> • Dedicated Property Manager to facilitate maintenance related issues and property repairs. • Meter readings. • Collection of monthly rent. • Payment of monthly rent and paid invoices. • Chasing late rental payments. • Initial property inspection after one month. • Quarterly property inspections. • Deposit registration and certification. | <ul style="list-style-type: none"> • Providing a comprehensive inspection report with photographs. • Arranging the renewal of the annual gas safe certificate. • Arranging EPCs upon expiry. • Organising Electrical certificates. • Serving relevant legal notices. • Organising a final check out inventory. • Return deposit/negotiate end of tenancy dilapidation if necessary. • Providing updates on amendments to legislation. |
|--|---|

Fees for the above service are three and a half weeks rent + vat.

Right to Rent verification and Referencing for each tenant £125.00 + vat or £200 + vat per couple.

Monthly Management fee 10% + vat.

Property Inventory (unfurnished) prices:

Studio from £140.00	Check Out from £120.00
One Bedroom from £150.00	Check Out from £140.00
Two Bedroom from £160.00	Check Out from £150.00
Three Bedroom from £180.00	Check Out from £160.00
Four Bedroom from £200.00	Check Out from £180.00
Five Bedroom from £230.00	Check Out from £200.00

Furnished Inventory prices upon request

All inventory prices + vat

Additional Landlord Charges Schedule

	Let Only Service	Fully Managed
	Three and a half weeks rent	Three weeks rent + 10% of Monthly Rent
Organising the Gas Safe Inspection	£25.00	<i>Free</i>
	Chargeable as per relevant contractors' invoice	Chargeable as per relevant contractors' invoice
Production of Gas Safe Certificate	£25.00	<i>Free</i>
Organising the EPC Certificate	Chargeable as per relevant contractors' invoice	Chargeable as per relevant contractors' invoice
Arranging EPC Certificate	£125.00	£100.00
Serving of Section 13 Notice	Submission of evidence only	£45.00
Submitting and consultation of Deposits dispute	administration fee £65	£250.00
Attending court	Service not provided	£30.00
Smoke alarms provided charge (per alarm)	£30.00	£30.00
Carbon monoxide alarm charge (per alarm)	£30.00	£30.00
Withdrawal administration fee as detailed	£300.00	£300.00
Property Inspections	£85.00 per inspection upon request	<i>Free</i>
Emergency call out charge	Service not provided	£45.00
Sending hard copy documentation	£25.00	<i>Free</i>
Deposit funds registration and production of certificate	£60.00	<i>Free</i>
Provide of year account records	£75.00	£75.00

All prices are subject to + vat.

TRANSFER OF RENTS

As part of the Rent Collection and Fully Managed service, the Tenant will pay the rent directly to Client account. We will allow three days for this to be received to our account when it falls within a bank holiday period and weekends. Rent monies are released to you via bank transfer. Please then allow (up to) 7 days for us to transfer this money to you; however, we always endeavour to transfer monies immediately. Please note that Late Payment Charges recovered from tenants are due to D&N Property Management to cover additional administration costs. Landlords reserve the right to charge interest, to the tenant (as per the tenancy agreement), on overdue rent. We will do everything in our power to ensure a standing order is set up; however, we cannot do this on a tenant's behalf, and it is entirely their responsibility.

LANDLORD-TENANT DISPUTES

If any immediately irresolvable matters arise, court action may be required to remove your tenant, and/or recover losses. In this instance, you will be liable for all related costs. D&N Property Management is not responsible for tenants who fail to pay rent, or those tenants who breach any of the terms of the tenancy agreement.

We undertake extensive credit and reference checks to ensure that you are provided with all the relevant information for you to make a sound choice of tenant.

Unfortunately, it may be necessary to attend court to resolve an issue. If this situation arises, D&N Property Management is willing to attend court on your behalf at an additional charge of £250.00 + vat per day (payable in advance), upon written request.

INSURANCE

Insurance on the property or rent guarantee is your responsibility.

Building Insurance

You will require buildings insurance that covers your property for letting. If you have a standard household policy this will be void when letting the property.

Contents Cover

Your contents are not insured unless again you do have a landlords contents policy. This is to cover your contents against fire & theft, which includes theft by tenants on leaving your property. This does not cover your tenant's contents which is their responsibility to insure.



Rent Guarantee Insurance

We would strongly recommend that all landlords obtain Rent Guarantee insurance but is not mandatory. D&N Property Management reserves the right to pass your details onto our preferred insurers for this type of insurance unless you choose to opt out.

INVENTORIES AND SCHEDULE OF CONDITION

The cost of providing an inventory is NOT included. D&N Property Management accepts no responsibility for the condition of the property either at the beginning, during, or end of the tenancy. D&N Property Management can arrange for a third party to perform an inventory to increase the chances of winning a deposit dispute at the end of the tenancy.

If you opt for our Fully Managed package, we will inspect the property every three months and provide both you and the tenant with an inspection report highlighting any issues of concern if necessary.

REPAIRS (FULLY MANAGED SERVICE ONLY)

In the case of any of these occurrences, we will act as per your instruction. Please note that if an emergency and/or urgent repair occurs (e.g. boiler breakdown), this would need to be dealt with within the Housing Act guidelines. If we cannot contact you within 24 hours via the contact methods provided, we will have no alternative but to instruct repairs and invoice you for those costs to ensure you remain within your legal obligations. If you hold relevant insurance and have submitted the policy details to us, we can (with an endorsed authority disclosure form) make a claim to the insurance company to undertake repairs on your behalf.

If we are required to attend an emergency at the property, we will charge a fee of £45.00 + vat per visit.

TENANCY DEPOSIT PROTECTION

All deposits received by landlords and/or their agents must be sent in full to an approved deposit protection scheme. We will protect the deposit with My Deposits under our account, the cost of registration is **£60 + vat** (included with the full management service).

If you require us to produce a claim upon termination of the Tenancy, we will apply reasonable charges, or we will provide you with the authority to deal with it yourself. We will provide you with a copy of our response prior to being sent to the arbitrator. We accept no responsibility if the claim is unsuccessful.

If you wish to register the deposit yourself, we will require your Landlord ID, deposit registration certificate and prescribed information. If you fail to protect it within 30 days from the date of receiving it, the tenant may take legal action against you in the county court. D&N Property Management has no liability for any loss or proceedings suffered if you fail to comply.



INCORRECT INFORMATION

If the landlord provides any information which proves to be dishonest and/or incorrect and causing D&N Property Management to suffer loss or legal proceedings, the landlord agrees to reimburse and/or compensate D&N Property Management for all related costs and/or losses suffered. Statutory rights of all parties remain unaffected.

CONSENT TO LET

If you have a mortgage for the property you intend to let out (and is not expressly a buy-to-let mortgage), you must obtain a letter of consent from your mortgage lender. This is a standard practice and should be readily available, although you may be liable for a fee. If you fail to do this and breach the terms of the mortgage you may be liable for a range of other costs and legal actions so, please check the terms and conditions of your mortgage carefully. Furthermore, if the property is leasehold, it may be required to obtain consent from the leaseholder that they agree to you letting out the said property. By signing this agreement, you confirm that you have consent from all parties involved to let the property.

LEGIONELLA RISK ASSESSMENTS

The Health & Safety Executive (HSE) amended its Approved Code of Practice to state that Landlords should obtain Legionella Risk Assessments on their properties. Carried out annually included in Fully Managed Service.

More information can be found at <http://www.hse.gov.uk/legionnaires/> or upon request.

RELEVANT INSURANCE

It is our policy that all our landlords hold Building, Contents and Public Liability insurance for each property. D&N Property Management reserves the right to pass your details onto our preferred insurers for this type of insurance and others that may be of interest to you unless you choose to opt out.

FURNITURE AND FURNISHING SAFETY REGULATIONS 1993

Any furniture provided by the landlord must comply with these regulations. Your local trading standards office can provide additional information on the regulations if you require. By signing this Agreement, you confirm that any furniture supplied is compliant with the above-named Regulations.

GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998

Landlords must have all gas appliances checked annually by a qualified person, obtain records of work carried out on the appliances, and obtain a gas safety certificate (GSC). If the landlord chooses to obtain this independently, D&N Property Management will not be liable for any inaccuracies or failings resulting in loss or injury to any occupants or visitors to the property.

FEES

A schedule of our fees to Landlords can be found at the beginning of this document. The set-up will be deducted from the first month's rent along with any other fees/costs that have been incurred by D&N Property Management in arranging this tenancy, for example inventory & gas safety certificate costs.

Please note that we charge a minimum fee of £80.00 + vat per calendar month, regardless of the rent charged or received.

If a tenant fails to pay rent our management fee will be due when the funds are received from the Tenant, Rent Guarantee insurance policy or via Deposit deductions (if the rent is received by any other way, our fee will still be due).

ELECTRICAL SAFETY REGULATIONS

The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

The Ministry for Housing, Communities and Local Government (MHCLG) introduced legislation for landlords in England to make it a mandatory requirement to have electrical safety checks carried out for rental properties. These electrical safety checks are to be carried out at intervals of no more than 5 years by a qualified and competent person. A copy of the electrical report must be supplied to the tenant.

To protect yourself, we would strongly recommend appointing a NICEIC approved contractor to; conduct an Electrical Installation Condition Report (valid for 5 years) & Portable Appliance Test (PAT) immediately; visually inspect the property every 12 months; conduct a PAT every 12 months.

COMPLETING THE TENANCY AGREEMENT

The provision of a tenancy agreement is included within our fee. If you wish to add any reasonable amendments or special clauses, **D&N Property Management will provide this at a charge of £36.00 + vat for up to 3 amendments.** Any terms added by the landlord or his nominated person that are in breach of the Unfair Contract Terms Act 1977 will not be the responsibility of D&N Property Management.

SECTION 13

We provide a Section 13 rent increase service, including the preparation and service of the statutory Section 13 Notice and all associated legal documentation required to propose a rent increase. We also supply supporting market evidence and comparable rental data to justify the proposed increase where required.

We charge an administration fee of £125 + vat to the landlord.

PREPARATION OF THE PROPERTY

The pre-tenancy condition of the property is wholly the landlord's responsibility. D&N Property Management can aid in the organisation of additional services such as professional cleaning, repairs etc. **A charge of 10% of the invoice (up to a maximum of £150 + vat per invoice)** for these works will be levied and deducted from the first month's rent paid by the tenant.

TAX

D&N Property Management accept no responsibility whatsoever for paying tax of any kind, on any proceeds from rental income or sale of property. Once funds are transferred, the landlord must then arrange for their own tax liability arrangements.

TAX OVERSEAS LANDLORDS

If you live abroad for 6 months or more per year, you're classed as a 'non-resident landlord' by HM Revenue and Customs (HMRC) - even if you're a [UK resident](#) for tax purposes. We will require you to complete [Non-resident landlord: application to have UK rental income without deduction of UK tax - individuals \(NRL1\)](#)

If you have not applied for this, we will deduct Tax due on your rental income which could work out more expensive than you are submitting your own tax returns with allowable expenses.

HMRC Link <https://www.gov.uk/government/publications/non-resident-landlord-application-to-have-uk-rental-income-without-deduction-of-uk-tax-individuals-nrl1>

WATER ACT 2003 AND UTILITIES

The Flood and Water Management Act 2010 allows tenants renting the property for longer than 6 months to apply for a water meter without expressing written consent from the landlord or agent. The landlord or tenant can change the utility accounts at the said property whenever they so wish, without prior consent from D&N Property Management. The Act also allows water suppliers to reserve the right to pursue the landlord for a tenant's unpaid water bills if they have not been informed of a change of account holder.



Utilities

Oh Goodlord Limited (“Goodlord”) has been engaged by us to provide energy supply management services, council tax and water supply registration for your Property.

You hereby authorise us to use Goodlord to manage the energy supply during any void period for the property. You acknowledge that this may result in a change to the electricity and/or gas supplier for the Property, but are aware that you will remain able to change to a different provider if desired. You agree that we may pass your name and contact details to Goodlord for the purposes of managing the electricity and/or gas supply for the Property and completing registrations for council tax and water supply. Full details of how Goodlord process your information can be found at:

<https://www.goodlord.co/privacy-policy>

Once the Tenant has taken possession of the property, they can choose an appropriate supplier if they wish.

EMPTY PROPERTIES

Please note that we will only inspect an empty property if we continue to receive a Management Fee. If we are not in receipt of a professional fee, we cannot render professional services.

The cost of this service will start at **£85 + vat per visit**, an exact figure can be provided upon request.

TERMINATION OF CONTRACT

One months’ written notice must be given if for any reason either party, landlord or agent, should wish to terminate the contract. If the landlord is in breach of contract or fails to provide requested information, the full term’s management fee will become payable immediately and the contract will be terminated immediately. The minimum fully managed term is 12 months starting from tenancy commencement date, unless otherwise stated.

RENT ARREARS AND PROPERTY CHARGE

Although it is our responsibility to chase rent arrears, we will not be held responsible for rent arrears under any circumstances. We may instruct a third-party legal specialist to obtain the correct written notices to evict the tenant and recover losses. Fees for this will be payable by the landlord upfront and added to the debt to be repaid to the landlord by the tenant. Any service, maintenance or other charges raised by the tenant, landlord or any other party will not be the liability of D&N Property Management.

DATA PROTECTION REGULATIONS 2018

The GDPR sets out seven principles for the lawful processing of personal data. Processing includes the collection, organisation, structuring, storage, alteration, consultation, use, communication, combination, restriction, erasure, or destruction of personal data. Broadly, the seven principles are:

- Lawfulness, fairness, and transparency
- Purpose limitation
- Data minimisation
- Accuracy
- Storage limitation
- Integrity and confidentiality (security)
- Accountability

HMRC will ask for a list of our Landlords and Tenants on a reporting basis as and when requested and under GDPR rules we do have to report information.

MONEY LAUDERING

Money laundering offences: Under the Proceeds of Crime Act 2002 there are three principal money laundering offences.

Concealing criminal property: Criminal property is property that a person knows, or suspects, to be the proceeds of any criminal activity. It is a criminal offence to conceal, disguise, convert or transfer criminal property – clearly money laundering is included in those definitions.

Arranging: This happens when a person becomes involved in a process that they know or suspect will enable someone else to acquire, retain, use, or control criminal property (where that other person also knew or suspected that the property derived from criminal activity).

Acquiring, using, or possessing: It is a criminal offence for a person to acquire, use or possess any property when that person knows or suspects that the property is the proceeds of criminal activity.

Our duty under the act is to report any of the above activities we suspect.

Your duty is to declare your investment income to HMRC which can be done via your self-assessment or accountants.

We are required to keep evidence of identification for at least five years after the relationship with the client has ended.

PROPERTY PURCHASE

If the Tenant purchases the Property (or properties), it will be deemed that D&N Property Management, or its partner company (HS Estate Agents) has introduced the buyer and as such a fee will be due, the fee due will be 1% (+ VAT) of the final sale price or our minimum fixed fee of £3,500 (+VAT).

In the event that a Purchaser is introduced to the Property (or properties) by D&N Property Management (or its partner company HS Estate Agents), or a Purchaser has entered negotiations about the Property (or properties) with D&N Property Management (or its partner company HS Estate Agents), at any point whilst instructed, and subsequently contracts for sale of the Property (or properties) are exchanged with the Purchaser, D&N Property Management (or its partner company HS Estate Agents) will be due a fee of 1% (+ VAT) of the final sale price or our minimum fixed fee of £3,500 (+VAT).

COOLING-OFF PERIOD

You have the right to cancel this agreement at any point within the first 14 days although any expenses incurred, such as purchasing an item at your request, will be chargeable.