



Smart Properties & Investments Limited

CONFIRMATION OF LETTING INSTRUCTIONS AGREEMENT TERMS AND CONDITIONS OF BUSINESS, FEES AND EXPENSES

Contact Details

Client(s): _____

Property address: _____

Correspondence address: _____

Landline number: _____

Mobile number: _____

Email address: _____

Bank Account Details

We will send your rent to you via bank transfer to ensure the money is dealt with efficiently and securely. It will usually take three working days to be credited to your account as cleared funds from the date the payment is sent by us.

Name on account: _____

Name of your bank: _____

Branch address: _____

Account number: _____

Branch sort code: _____

Service type

(Tick box)

- ☐ **Standard Letting Service: 6.5% Flat Rate** (16 weeks sole agency instruction)
- ☐ **Individual Room HMO Management Service: £ _____ Flat Rate** (minimum 12 month term)
- ☐ **Lettings and Rent Collection Service: 8.5% Flat Fee** (minimum 12 month term)
- ☐ **Management Services: £ _____ Flat Fee per month** (minimum 12 month term)
The Flat Fee will be reduced accordingly when the property is partially rented.

The Property will be marketed at an initial rental price of £ _____ per month. (The rental price is not a valuation but a figure for marketing purposes.)
The price may subsequently be changed with the Client's agreement.



Please confirm that while the room/ property is being let you will be a resident of the UK?

Yes ☐ No ☐ (Please check box)

If you are a resident overseas, have you applied for approval to receive rental income gross of tax from HMRC Centre for Non-Residents?

Yes ☐ No ☐ (Please check box)

Is the room/property furnished?

Yes ☐ No ☐ (Please check box)

Marketing

The Client agrees that details of the Client's room/property may appear on such property websites as seen fit by the Agent.

Yes ☐ No ☐ (Please check box)

To Let Boards

The Agent requires permission to erect a To Let board at the Property to assist in the marketing of the Property. Any such board will comply with the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 or such other regulations as may apply in the locality of the Property.

Yes ☐ No ☐ (Please check box)

The Client consents that the Agent may erect a To Let board at the Property:

The Agent accepts liability for any claim arising under such Regulations in connection with the board, unless the action arises as a result of a further board being erected by another agent. The To Let board will remain at all times the property of the Agent.

Lettings

Commission

When we introduce a Tenant, who enters into an agreement to rent your property, we will charge you an initial commission fee at **6.5% Flat Fee ("Standard Letting Service")** calculated at a percentage of the total rent for the initial term as shown on the tenancy agreement. The scale of this cost for the commission is outlined in Smart Properties Letting & Management Fees Guide provided with this contract. The Introductory Commission fee is payable in full at the start of the tenancy and is payable for any Tenant who we introduce to the property whether or not the tenancy is finalised by Smart Properties & Investments Limited.

Management

Instruction Term

Where we are instructed to manage a **HMO Room** or **Whole Property** from the beginning of the tenancy or mid-tenancy, the Management Service is subject to an initial term of _____ months, commencing on _____. We will charge you a commission of **£ _____ Flat Fee per month ("Individual Room HMO Management Services" or "Management Services")** and is collected in advance on a month-to-month basis from the rent received by the landlord.



The scale of this cost for the commission is outlined in Smart Properties Letting & Management Fees guide provided with this contract. The management agreement can be terminated after the relevant minimum period by either party giving one month's notice to the other, such notice not to expire before the end of the minimum period. On the expiry of such notice, we will cease to provide the Management Service and will revert to provide only the Lettings Service, unless the property was not let by Smart Properties & Investments Limited under the Lettings Service. The commission fees payable will revert to those applicable for the Lettings Service during the Initial Renewal or Continuation Service, as appropriate.

Continuation Period

We will endeavour to contact you prior to the end of the agreed instruction period to offer you the option of continuing with Smart Properties & Investments Limited services. You are under no obligation to take Smart Properties & Investments Limited services during the Continuation Period. If the instruction has not been terminated after the initial agreed term, it will extend over to a Continuation Period until you give us one month's notice in writing. The charge for the Continuation Period ("Continuation Fee") is charged at of £_____ **Flat Fee per month** and collected in advance on a month-to-month basis of the rent received by the landlord. Continuation Fees are due and payable on the commencement of the Continuation Period. The scale of this cost for the commission is outlined in Smart Properties Letting & Management Fees Guide provided with this contract.

Tenancy Renewals

Smart Properties & Investments Limited will endeavour to contact both the Landlord and Tenant before the end of the tenancy to negotiate a renewal or extension of the tenancy where necessary. In the event that the existing Tenant renews, extends, holds over and/or enters into a new tenancy agreement ("Renewed Term") for which rental income is received, commission becomes payable to Smart Properties & Investments Limited ("Renewal Commission").

Renewal Commission

Renewal Commission will be due in respect of Renewals where the original tenant remains in occupation. You will not be liable for Renewal Commissions relating to any period beyond the end of the first year from the expiry of the Initial Agreement. Where a Renewal is for an agreed fixed term, the Renewal Commission fee is charged as a percentage of the total rental value of that agreed fixed term, and commission is paid on a month-to-month basis for the remaining contract fixed term. Where the tenancy is surrendered prior to the end of a renewed term you will not be entitled to any refund and will need to ensure the remaining commission fee is paid in full. Renewal Commission will come to an end once the property has been sold.

Withdrawal Charges

If the Agreement is terminated by the Client or the Property is sold other than in circumstances entitling the Agent to a fee as stated in these terms and conditions, the Client will pay to the Agent a withdrawal charge of **£400.00 flat fee** plus any agreed marketing charges. The withdrawal charge will be paid by the Client within fourteen days of withdrawal. This does not affect the Client's rights to withdraw or withhold payment where the Agent has failed in its obligations and responsibilities to the Client under this agreement.

Tenant Breaches and Exclusions

In the event of the tenants failing into arrears with the rent or causing dilapidation or a nuisance of any kind or being in breaches of any other covenants contained in the tenancy agreement, there is no liability on the part of the agent to meet the cost of any damage, arrears or expenses that may occur including loss of rent for any period when the property may be empty for whatever reason.

Whilst every effort is made to ensure that the landlord does not suffer any loss arising from the letting of the property cannot accept any liability for losses the landlord may sustain as a result of any act, omission or default on the part of the tenant or any contractor or third party introduced to the landlord by the agent.



Interest

No interest shall be payable to the landlord in respect of any monies held by the agent of the landlord no matter what the source of such monies might or how long such monies are held.

Property Licence

It is the Landlord's responsibility to adhere to their local authorities licensing scheme. This may require that the Landlord holds a license prior to letting out their property. The Landlord cannot name the license holder as Smart Properties & Investments Limited or any of its employees. Requirements under a scheme vary between each local authority but may be predicated on the location of the property and/or the Tenant(s) letting out the property. There are significant penalties if your property fails to meet the licensing requirements. You hereby confirm to Smart Properties & Investments Limited that your property is compliant with the local authorities' requirements and you have applied for or already hold any licences necessary under the scheme. You agree to provide us with copies of any relevant licences (including applications or draft licences) upon request. As requirements under a scheme may vary between each local authority, you also agree that you will inform to Smart Properties & Investments Limited of any specific licensing restrictions.

Cleaning

All **HMO Rooms** to let must be professionally cleaned at the tenancy start. Upon request, we can arrange for an independent cleaning firm to clean the room. Costs for a professional cleaning will vary depending on the size of the room. The scale of cost for the professional cleaning is outlined in our '**Additional Property Services**' Guide provided with this contract. Tenants are responsible for returning the room cleaned to the same standard as they found, evidenced by the inventory reporting. Landlords may be required to cover this expense before reclaiming from the Tenant's deposit if a Tenant disputes this requirement.

Interim Inventory Inspections

We will undertake to inspect your property twice a year. Any visit will take into account any obvious defects. Our inspection is not intended to be a structural survey or detailed inventory check and we cannot accept responsibility for hidden defects. Interim Inventory Inspections cost **from £125.00 Flat Fee** and you will be charged for any additional visits or inspections requested. The scale of cost is outlined in our '**Additional Property Services**' Guide provided with this contract.

Management Repairs and Maintenance

For all managed properties, we will arrange for the Gas Safety Certificate and Portable Appliance Test to be obtained annually. We will also manage the renewal of any other safety certificates that expires within the tenancy term. In the interest of your property upkeep, we will attend to minor repairs and maintenance of the property and its contents that we consider necessary up to a maximum of **£200.00**. We will contact you for permission to proceed if the cost of the work exceeds this amount (or another amount to be agreed in writing). However, in emergencies and where we consider it necessary, we will act to protect your interests without consultation. If requested, we can obtain estimates for your consideration for any major repairs or maintenance over **£500.00** and submit them for approval prior to the commencement of work.

The Gas Safety (Installation & Use) Regulations 2018

It is the Landlord's responsibility to ensure that all the property's gas appliances and fixed installations are maintained in good order and checked for safety at least every 12 months by a Gas Safe registered engineer. If we are not provided with a valid certificate prior to the commencement of the tenancy, we reserve the right to appoint a Gas Safe registered engineer to inspect all gas appliances and their installations and carry out any remedial works where necessary will be debited from the landlord's account. Costs for a gas safety certificate will vary depending on the size of the property. The scale of cost for the gas safety certificate is **from £95.00 Flat Fee** and is outlined in our '**Additional Property Services**' Guide provided with this contract.



The Electrical Equipment (Safety) Regulations 2016

The Landlord is advised to ensure that all cabling, fuses and plugs are inspected and replaced when necessary with the correct rating for that appliance. On your instruction, we would be happy to assist you in obtaining your Portable Appliance Test and this is payable by the Landlord prior to the works being instructed. Costs for a Portable Appliance Test will vary depending on the size of the property. The scale of cost for the Portable Appliance Test is **from £90.00 Flat Fee** and is outlined in our 'Additional Property Services' Guide provided with this contract.

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

It is the Landlord's legal responsibility to ensure an Electrical Inspection Condition Report (EICR) is carried out at the property by a qualified person, and any required remedial works on the report are carried out within 28 days or within the period specified in the report if sooner. An EICR report is required at regular intervals (every five years unless specified sooner) during the tenancy and should be supplied;

- to existing tenants within 28 days inspection and test;
- available to new tenants before the tenant occupies the property; and
- to any prospective tenants within 28 days upon request.

On your instruction, we would be happy to assist you in obtaining your Electrical Inspection Condition Report (EICR) and this is payable by the Landlord prior to the works being instructed. Costs for a Electrical Inspection Condition Report (EICR) will vary depending on the size of the property. The scale of cost for the Electrical Inspection Condition Report (EICR) is **from £155.00 Flat Fee** and is outlined in our 'Additional Property Services' Guide provided with this contract.

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

The Landlord warrants that they are fully aware of the terms and conditions of the above regulations including any subsequent amendments or replacement regulations. The Landlord declares that all furniture presently in the property or to be included in the property to which this agreement applies, complies in all respects with the regulations. It is your responsibility to ensure that any furniture purchased for the property after the date of this agreement will also comply with these regulations for the duration of the tenancy.

Smoke & Carbon Monoxide Alarm (England) Regulations 2015

It is the Landlord's legal responsibility to ensure the property is equipped with a functioning smoke alarm on each floor of the premises where there is a room used wholly or partly as living accommodation. The Landlord is advised that there is also a requirement for a carbon monoxide alarm in any room again used wholly or partly as living accommodation that contains a solid fuel burning combustion appliance, and that checks have been made to ensure that every alarm is in proper working order at the commencement of the tenancy. On your instruction, we can organise checks and or installations on the Landlord's behalf and this is payable by the Landlord prior to the works being instructed. Costs will vary depending on the size of the property. The scale of cost is outlined in our 'Additional Property Services' Guide provided with this contract.

It is the Landlord's legal responsibility to adhere to their local authorities licensing scheme requirements and failure may result in a significant penalty.

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 SI 2007/991.

From the 1st October 2008, prospective Tenants of residential properties have to be provided with an Energy Performance Certificate free of charge and at the earliest opportunity, prior to entering into any contract to rent out the property. EPCs must be provided by accredited energy inspectors and will last for 10 years. We will arrange for an EPC on your behalf unless provided with a valid copy of one. On your instruction, we would be happy to assist you in obtaining your Energy Performance Certificate this is payable by the Landlord prior to the works being instructed. Costs for Energy Performance Certificate will vary depending on the size of the property. The scale of cost for the Energy Performance Certificate is **from £110.00 Flat Fee** and is outlined in our 'Additional Property Services' Guide provided with this contract.



Legionella Legal Requirements

The Landlord understands that as the person responsible for the water systems within their property they have a legal duty to “ensure that the risk of exposure of Tenants to legionella is properly assessed and controlled”. On your instruction, we would be happy to assist you in obtaining your Legionella Risk Assessment and this is payable by the Landlord prior to the works being instructed. Costs for a Legionella Risk Assessment will vary depending on the size of the property. The scale of cost for the Legionella Risk Assessment is **from £95.00 Flat Fee** and is outlined in our ‘**Additional Property Services**’ Guide provided with this contract.

Homes (Fitness for Human Habitation) Act (2018)

It is the Landlord’s responsibility to ensure that the Property and any common parts or shared facilities are fit for human habitation at the commencement and for the duration of the tenancy. The Landlord agrees to compensate Smart Properties & Investments Limited fully and effectively against any costs or liabilities imposed on us which may arise due to the failure of the Landlord to comply fully with the terms of all the above regulations.

Notice of the Right to Cancel

If you have given us your written agreement to market your property within the cancellation period, you may be required to pay our commission fees if we have started showing tenants to your property prior to your serving a Notice of Cancellation. If you wish to cancel this contract, you must do so in writing by amending the text below and email this to rentalteam@smartpropertiesandinvestments.com.

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our property (delete as appropriate) the address of which is:

Termination of Agency

Either party can terminate this agreement by giving 28 days’ notice to the other in writing and to expire at the end of or after the last day of the Minimum Period. The Agent shall be entitled to terminate this Agency Agreement at any time by giving written notice to the Client to that effect if:

- The Client is in breach of any of his obligations in this Agency Agreement and (if the breach is capable of remedy) fails to remedy the same within seven days of notice in writing from the Agent to do so; or
- The Client materially or persistently breaches his obligations in this Agency Agreement.

I confirm that the above information is accurate and that I have read and understood the terms and conditions contained within this document.

I understand that I may have the right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed.

I confirm that I wish Smart Properties & Investments Limited to commence marketing the property immediately.

This agreement will start on the date the Client signs below, for a minimum period of 16 weeks (the ‘Minimum Period’) or agreed fixed term and will continue unless and until terminated by notice in accordance with clause (Termination of Agency).



Right to Cancel

The Consumer Contracts (information, Cancellation and Additional Charges) Regulations (2013)

When you sign this agreement away from our office you have a right to cancel.

You have the right to cancel this contract within 14 days without giving a reason.

The cancellation period will expire 14 days from the conclusion of the contract.

To exercise the right to cancel, you must inform us, Smart Properties & Investments Limited by post to Suite 2049, Kent Space Ebbsfleet Ltd, Fleet House, Springhead Enterprise Park, Springhead Road, Northfleet, Kent, DA11 8HJ or email rentalteam@smartpropertiesandinvestments.com of your decision to cancel this contract in a clear statement (e.g., a letter sent by post or email). You may use the attached cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. However, any work undertaken in accordance with this contract prior to the cancellation will be payable to Smart Properties & Investments Limited and/or their approved contractors.

If you requested to begin the performance of services during the cancellation period, you will be required to pay Smart Properties & Investments Limited an amount which is in proportion to what has been performed until the communication of cancellation of this contract was sent to us, in comparison with the full coverage of the service requested.

Cancellation Form

To: Smart Properties & Investments Limited
Suite 2049, Kent Space Ebbsfleet Ltd, Fleet House,
Springhead Enterprise Park, Springhead Road,
Northfleet, Kent, DA11 8HJ

I / we* hereby give notice that I / we*cancel my / our* contract for the supply of services as detailed in the letting / sale* agreement relating to the property detailed below, ordered on [insert date of agreement]

Address of the property:

Name of the consumer(s):

Address of the consumer(s):

Signature(s) of the consumer(s):

Date:

*delete as appropriate

I accept that in signing this document I am bound by its entire contents.

Landlord Name: _____ **Signed:** _____ **Date:** _____

Landlord Name: _____ **Signed:** _____ **Date:** _____

Landlord Name: _____ **Signed:** _____ **Date:** _____

Agent Name: _____ **Signed:** _____ **Date:** _____

