TERMS OF BUSINESS – LETTINGS AND MANAGEMENT – April 2025

1. Services and Agency Fees

1.1 Letting Only Service

1.2 Full Management Service

1.3 Marketing Board

Upon receipt of written instructions to let the Property, a company "To Let" board shall be erected at no cost to the Landlord. Upon the Property being let, the board shall be replaced with a "Let By" board. All signage shall be subject to compliance with the Town and Country Planning (Control of Advertisements) Regulations 1992.

1.4 Gas and Electrical Certification

Where the Agent arranges a Gas Safety Certificate, a minimum charge of £70 (plus VAT where applicable) shall apply (based on a minimum of two appliances).

Where the Agent arranges an Electrical Installation Condition Report (EICR), a minimum charge of £160 (plus VAT where applicable) shall apply, whether the Property passes or fails inspection.

Any remedial works required to ensure compliance with statutory obligations relating to gas or electrical safety shall be carried out immediately without prior reference to the Landlord where necessary to ensure the property is safe, compliant, and not in breach of statutory requirements.

1.5 Energy Performance Certificate

Where the Agent arranges provision of an Energy Performance Certificate (EPC) for a residential property, a fee of £80 plus VAT shall be payable.

Any remedial works required to ensure compliance with any statutory obligations arising from EPC reforms shall be carried out immediately, without prior reference to or consent from the Landlord, to the extent reasonably necessary to ensure that the Property is safe, compliant and not in breach of any applicable statutory requirement. Where an EPC has expired, is due to expire, or requires upgrading to comply with applicable statutory requirements, a valid and compliant EPC shall be obtained or renewed promptly and, in any event, before the expiry of the existing EPC or the date by which an upgraded EPC is legally required.

1.6 Tenancy Deposit Registration

Where the Agent provides Full Management services, a fee of £52 plus VAT shall be payable at the commencement of each tenancy for registering the tenant's deposit with an appropriate tenancy deposit protection scheme.

1.7 Additional Keys

Where additional keys are required, a charge of £5 per standard key shall apply. Security or specialist keys shall incur additional charges.

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1.8 Authority for Repairs

The Landlord authorises the Agent to carry out remedial works up to a maximum value of £200 (excluding gas and electrical works referenced above) without prior approval.

Where statutory non-compliance is identified, the Agent is authorised to instruct and complete necessary remedial works without prior consent in order to ensure compliance with legal obligations.

Where contractors attend the property and identify the cause of an issue, works may be completed immediately to avoid additional call-out charges, minimise damage, and meet tenant expectations. The Landlord acknowledges that such action may be taken without prior consultation where it is reasonable and economically prudent to do so.

Ritz Properties may receive supplementary income arising from the arrangement, referral, or introduction of the above services and products to our clients and consumers. Such income may take the form of a fixed fee or a percentage of any applicable premium, fee, or invoice. Clients remain entirely free to select their preferred products, services, and providers in relation to the above works, and are under no obligation to use any provider.

1.9 Authority to Sign

The Landlord authorises the Agent to sign tenancy agreements and all associated documentation on the Landlord's behalf.

1.10 Service of Notices

Where the Agent is required to serve any statutory or contractual notice and or hand deliver any notice a fee of £100 plus VAT shall be payable.

1.11 Selective Licensing Confirmation

Where the Property is subject to selective licensing, the Landlord confirms that an application has been submitted and undertakes to provide full details to the Agent within seven (7) days of signing this Agreement.

1.12 Inventory and Inspection Reports

Where a full inventory or property inspection report is required, this shall be prepared by an independent third-party inventory company to ensure impartiality and accuracy. The cost shall be £300 plus VAT, subject to the size and furnishings of the Property.

2. Additional Charges

2.1 Withdrawal After Tenant Found

Where a suitable tenant has been secured in accordance with the Landlord's instructions and the Landlord subsequently withdraws the Property from the market for any reason, a minimum fee of £300 plus VAT shall be payable to cover work undertaken.

2.2 Insurance Claims

The Agent shall be entitled to retain a fee equivalent to 10% of the value of any insurance claim administered on behalf of the Landlord, subject to a minimum fee of £50 plus VAT.

2.3 Vacant Property Periods

Where the Property is vacant or between tenancies, the Agent shall not provide management services nor accept liability for any loss, damage, injury, or claim arising during such periods, unless a separate written caretaking agreement is entered into.

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2.4 Communication Costs

Any costs incurred for overseas telephone calls, facsimiles, or mail redirection undertaken on behalf of the Landlord shall be recoverable from the Landlord.

2.5 Sole Agency

A minimum 8 weeks sole agency is provided, should the landlord wish to de-instruct 30 days written notice is required.

During the term of the Agent's instruction, the Landlord shall not instruct another agent nor seek to secure a private tenant. Breach of this clause shall render the Landlord liable to pay £200 plus VAT to cover the Agent's costs.

3. Landlord Acknowledgements and Obligations

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3.1 Mortgage Consent

Where the Property is subject to a mortgage or loan, the Landlord warrants that consent to let has been obtained from the lender prior to commencement of the tenancy.

3.2 Insurance

The Landlord shall maintain adequate buildings and contents insurance throughout the tenancy term.

3.3 Statutory Compliance

The Landlord warrants compliance with all applicable legislation, including but not limited to:

- Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1993 and 1996)
- Gas Safety (Installation and Use) Regulations 1998
- Electrical Equipment (Safety) Regulations 2016
- Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

and any subsequent amendments or replacement legislation.

3.4 Legal Proceedings

The Landlord shall be responsible for all legal costs associated with rent recovery, possession proceedings, or any legal dispute arising from the tenancy.

3.5 Non-Resident Landlords

Where the Landlord resides outside England or Wales and is not registered for self-assessment under HMRC's Non-Resident Landlord Scheme, the Agent shall deduct tax at the prevailing rate from net rental income until written authority is received from HM Revenue & Customs permitting payment without deduction.

3.6 Houses in Multiple Occupation

Where the Property is a House in Multiple Occupation (HMO), the Landlord warrants that it is properly licensed and compliant with all relevant legislation.

3.7 Sale to Tenant

If, following the commencement of a tenancy, unconditional contracts are exchanged for the sale of the Property to the tenant or an associated party, the Agent shall be entitled to commission of 1% + vat of the sale price (inclusive of fixtures and fittings).

3.8 Maintenance Obligations

The Landlord agrees to maintain the Property in good and tenantable repair throughout the tenancy and to carry out all necessary repairs promptly.

3.9 Authority to Execute Documents

The Landlord authorises the Agent to execute tenancy agreements, statutory notices, inventories, insurance proposal forms, and associated documents on the Landlord's behalf.

3.10 Deposit Protection

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Where providing a Let Only Service, the Agent shall not hold and register the tenant's deposit in an authorised tenancy deposit protection scheme, this will be the sole responsibility of the landlord.

3.11 –3.12 Indemnities

The Landlord shall indemnify the Agent against all claims, losses, costs, or expenses arising from the management of the Property, including any claims by the Department for Work and Pensions or other authority in relation to rental payments.

3.13 Termination by Agent

The Agent reserves the right to terminate this Agreement upon providing thirty (30) days' written notice, stating the reasons for termination.

3.14 Limitation of Liability

The Agent shall not be liable for loss of rent, theft, damage, or any loss occurring during tenancy, vacancy, or between lettings, particularly any damage caused by tenants. The Landlord is advised to maintain adequate insurance cover.

3.15 Tenant Conduct

While reasonable steps are taken to assess tenant suitability, the Agent accepts no liability for the acts, omissions, default, or conduct of any tenant.

3.16 Rent Guarantee

The Agent does not guarantee rental payments. The Landlord may not recover rent arrears from the Agent. Any rent paid over that is later identified as fraudulent shall remain the Landlord's responsibility.

3.17 Direct Dealings with Tenants

The Landlord agrees not to approach or contract directly with tenants introduced by the Agent during or immediately following the tenancy. Breach of this clause shall result in a fee of £400 plus VAT.

3.18 Housing Benefit / Universal Credit Recovery

The Landlord acknowledges that local authority benefit departments may recover overpayments from the Agent, which shall in turn be recoverable from the Landlord.

3.19 Rent Payments

Rental payments to the Landlord shall be made between the 10th and 15th of each month, with statements issued thereafter.

4. Selective Licensing

4.1 License Confirmation

Where the Property falls within a designated selective licensing area, the Landlord confirms that a valid license application has been submitted.

4.2 Compliance Responsibility

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The Agent accepts no liability for any breach of licensing conditions or statutory non-compliance relating to the Property. Any fines, penalties, or enforcement costs imposed by the local authority shall be recoverable in full from the Landlord

Miscellaneous:

Service	Charge: (All are subject to VAT)
Additional paper copies of rental statements	£3 per month
Attendance at court/tribunal	£300 per day
Additional property visit	£40
Wait at property for landlord appointed contractor appointment	£40 per hour
Payment to a bank account held outside of the United Kingdom	£50
Licensing Application admin charge	£150
Rent confirmation letter for lender / broker	£50

Termination:

5.1 Termination of our contract by you during a fixed term Occupation Contract arranged by us will be charged at £450+ vat.

5. 2 Termination of our contract by you after the expiry a fixed term Occupation Contract arranged by us but whilst the same contract-holder remains in the property under either a statutory periodic Occupation Contract or a new fixed term Occupation Contract with you will be charged at £450+vat.

5.3 Should you sell the property with the tenants in situ privately or through another agency this will be charged at £250+ vat.

5.4 The agreement may be terminated by the landlord by providing 30 days written notice for any reason whatsoever. Notwithstanding such termination, the aforementioned terms and charges shall remain applicable.

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